

Appendix 6

Sample Memorandum of Understanding (Bosnia 2000)

MEMORANDUM OF UNDERSTANDING
BETWEEN THE NATIONAL DEMOCRATIC INSTITUTE FOR INTERNATIONAL
AFFAIRS
AND
THE CENTERS FOR CIVIC INITIATIVES

The intent of this memorandum of understanding (MOU) is to set forth the terms and conditions under which the National Democratic Institute for International Affairs (NDI) and the Centers for Civic Initiatives (CCI) shall agree to cooperate for the period of April 1, 1999 through December 31, 1999.

The purpose of this MOU is to structure the relationship and specify the areas of responsibility and obligations of each partner, and to outline the focus of each partner's activities during the period of this agreement.

The following are the terms and conditions under which NDI and CCI shall cooperate. The fulfillment of these terms and conditions is contingent upon both NDI and CCI securing funds which cover the period of this agreement.

NDI and CCI shall work cooperatively to successfully implement a grassroots citizen participation program in Bosnia-Herzegovina (BiH) and an institutional development program intended to ensure the long term sustainability of CCI. The mission of CCI is to encourage citizen participation in BiH political affairs. CCI has three main project areas: public awareness, local advocacy development, and advocacy coalition development

The following outlines the areas of responsibility of the partners to each other:

The Centers for Civic Initiatives (CCI)

- CCI will develop a comprehensive workplan and projected calendar of activities for the period of this MOU by April 1, 1999.
- CCI will set realistic, clear organizational development objectives that can be achieved by the end of this MOU period, December 1999.
- CCI will develop and submit to NDI a comprehensive long-term strategic plan by November 31, 1999 for review and comment.
- CCI will develop and submit to NDI a fundraising plan by September 31, 1999 for review and comment.
- CCI will establish the appropriate personnel policies and administrative procedures needed to effectively meet their program and organizational development goals.
- CCI will conduct all major program activities outlined in its workplan as submitted to NDI, assuming the political situation remains stable.

- CCI will adhere to all the administrative requirements and regulations associated with receiving and managing an NDI subgrant.
- CCI will provide NDI with monthly programmatic reports and financial reports.

The National Democratic Institute for International Affairs (NDI)

- NDI will provide CCI a subgrant for the period of April 1, 1999 through December 31, 1999 to enable CCI to carry out the specified program activities as identified in CCI's workplan.
- NDI will assist CCI set realistic, clear organizational development objectives that can be achieved by the end of this MOU period, December 1999.
- NDI will provide technical assistance throughout the period of this MOU through the following methods and in the following areas:
 - 1) One NDI expert staff representative will be based in Sarajevo working with CCI throughout the period of this MOU on routine organizational development matters, such as strategic planning, board relations, and fundraising;
 - 2) NDI staff based in DC will provide administrative and programmatic support to CCI. Between members of the Accounting, Grants, Strategy and Evaluation and the Central and Eastern European teams, DC support will be equivalent to the staff time of approximately one and a half NDI staff members;
 - 3) NDI will include CCI staff, board, and general assembly in appropriate democratic studies missions and other training programs abroad;
 - 4) NDI staff will conduct periodic visits to BiH at times that are mutually agreed upon to monitor and evaluate program progress, and to provide additional assistance as necessary and appropriate;
 - 5) At the end of the period of the MOU (December 1999) NDI will conduct.....
 - 6) Any costs associated with the NDI field representative or trainers will be incurred by NDI.
- * NDI office equipment used by CCI at the signing of this MOU will be provided to CCI for its use. To the extent allowable under USAID regulations, all NDI office equipment will be given to CCI.

- * NDI will assist in facilitating the development of relationships between CCI and selected donors and/or international organizations.
- NDI will assist CCI with program evaluation during and at the close of the period of this MOU.
- NDI will at all times respect the internal decision-making process of CCI.
- NDI will at all times remain cognizant of the potential obstacles to program implementation presented by the difficult political environment within which CCI seeks to conduct program activities and develop institutionally. These potential obstacles include, but are not restricted to, government imposed closures and other travel restrictions, political unrest and instability, government interference with NGO activity and general issues related to the ongoing peace process. NDI will, to the extent of its ability, seek to assist CCI in overcoming these obstacles.

GENERAL

- Official communication shall be channeled between the CCI Executive Staff and the NDI Central and Eastern Europe Team.
- All decisions related to the subgrant shall be arrived at jointly between NDI and CCI.
- The relationship between NDI and CCI will be one built upon mutual respect and trust, wherein both partners will strive to enhance each other's activities. Any and all complaints or disagreements between NDI and CCI arising as a result of the interpretation of this MOU or of the infringement of its terms, by one or both parties, shall lead to both organizations taking every step to resolve the matter as quickly as possible, and in a manner that will not jeopardize the success of the program.
- NDI and CCI fully intend to continue cooperative efforts to encourage democratic political citizen participation among the citizens of BiH beyond the expiration of this memorandum of understanding.

Signed,

Executive Staff Member, CCI

Robert Benjamin,
NDI CEE Regional Director

date:

date: