

Memorandum of Understanding with Non-Church Partners

GUIDANCE

This guidance and template have been prepared to help facilitate the development and documentation of a broad understanding between two partners. The expectation is that other types of agreements (project, grant, sub-recipient) with individual partners will be developed within the framework of this Memorandum of Understanding (MoU).

This MoU template is designed to reflect the mutual understanding of the parties to the agreement, and the CRS Partnership Principles, which are available from CRS' Institute for Capacity Strengthening www.ics.crs.org. The content is informed by CRS best practice as well as authoritative external sources. It is expected that CRS Country Programs (CPs) will be able to utilize this template and guidance in the development of any new MoUs, as well as in the review/revision of existing MoUs. Changes or additions to the template are encouraged to better reflect the shared understanding of the partners, but with a view towards ensuring that a similar and consistent approach, which appropriately reflects our values and principles, is applied to CRS' work with partners throughout the world. Note that before finalizing a MoU, per CRS policy it must be reviewed and approved. Guidance on this approval process is found in the [Agreement Process Map](#). The purpose of the review and approval process is to ensure that the final MoU, including any adjustments arising from the consultative partnership process, meets the needs of the CP and the partner, while remaining a non-legally binding document that is consistent with CRS Partnership Principles.

It is important to understand that the only way to achieve the intended purpose of the MoU, is for the two partners to work together to develop it — the process itself being just as important as the document that is created. The process is an opportunity for both parties to reflect, separately and together, on why each has entered into the partnership, their expectations for the partnership, and their ideas for how they would like to work together in partnership. By the end of the process, both parties should have a clear and deep understanding that will serve as the basis for successful collaboration. Any attempt to develop a MoU through a remote exchange of emails will not have the intended effect, and is therefore highly discouraged.

MOU BASICS:

WHAT IS IT?

It is a non-binding document that helps make clear each partner's mutual understanding of each other's intentions and expectations, as well as how they will work together.

WHY DO YOU USE IT?

It is used to explicitly articulate each partner's expectations and contributions to the partnership. It is an expression of mutual interest and commitment that serves as the foundation of the partnership.

WHEN DO YOU USE IT?

Often a MoU is developed at the beginning of a relationship when it can serve as an important building block for the partnership. It is often used as a health check for the partnership, during reflections or other gatherings, comparing the actual partnership against the standards described in the MoU.

Specifically, a MoU should be developed/revised if:

- An existing MoU has not been reviewed/revised in more than five years (though more frequently is usually better);
- An existing MoU is less than five years old, but is not considered useful and/or is not being applied;
- A partnership is new, or if it has existed but without any MoU having been established;
- A partnership is facing particular challenges.

WITH WHOM DO YOU USE IT?

A MoU can be used by any organization entering into a partnership. It is often helpful in conjunction with major partnerships that are expected to have a significant level of activity over a relatively long period of time.

HOW TO DEVELOP/REVISE IT

The process for developing or revising a MoU should include one or more in-person events, which can be as simple as identifying the individuals who will be involved (including a facilitator), determining the number of days needed, scheduling and preparing for the event/s, and then implementing the event/s by discussing and adapting each section of the MoU template. That being said, there are tools available that can be extremely useful to the MoU process, including the Partnership Reflection and the Partnership Scorecard (see references above). Before ending an in-person event, the partners should determine together any next steps needed to finalize the process.

It is difficult to estimate the amount of time needed to complete the MoU process, because the spirit of good partnership requires that each partner take the time to listen carefully to the other, and move forward only at a pace with which each is comfortable. The process, which should result in a stronger relationship and a deeper understanding between the partners, will only result in a quality MoU if participants have had the opportunity to contribute and feel that their views have been taken into consideration.

WHO SHOULD FACILITATE IT?

At a minimum, in order to facilitate this process a person should have the relevant partnership experience, skills and knowledge, as well as a strong understanding of CRS. Any internal CRS staff should have completed relevant partnership courses, for example the P/CS Level 1 courses currently available on CRS' Institute for Capacity Strengthening site www.ics.crs.org, and have a strong understanding of relevant tools and guidance, such as the Partnership Reflection Guides and the Partnership Scorecard. These tools can also be found on www.ics.crs.org. An external facilitator may not be previously familiar with the CRS-specific tools, but should have comparable expertise. If suitable candidates are not available at the CP, Region or HQ levels, an external consultant should be considered.

WHO SHOULD PARTICIPATE IN IT?

It is important that the leaders of both partners participate, together with other members of senior management, and relevant staff from other program and operations departments. The size of the group can vary depending on the context, but the two partners should discuss and decide together on the participants. See also section below on MoU Oversight.

The following is a breakdown and explanation of the MoU template:

A note on formatting: For ease of editing, teal highlighting and the word "insert" indicate the need to include information specific to each MoU.

1.0 ORGANIZATIONS TO THE MEMORANDUM OF UNDERSTANDING (MOU)

Identify each organization and their relationship to one another, and to the country in which they are operating.

2.0 IDENTITY OF THE ORGANIZATIONS

CRS' mission statement is already included. Add the mission statement of the other partner. If they do not have an official mission statement, work with them to identify or develop a basic statement.

3.0 VISION AND VALUES

This section confirms that the partners share a common vision and certain core values, guided by principles of partnership. The Partnership Principles (see *reference above*) adopted by CRS should be reviewed and discussed to ensure a common understanding and agreement. In addition, if the partners would like to

discuss other principles they might like to include, they are encouraged to do so. Any additional principles should be included here.

The Integral Human Development (IHD) approach is also referenced here. This approach should be reviewed as well to ensure a common understanding. IHD information is available at www.crs.org Research and Publications.

4.0 OPERATING PRINCIPLES

Operating Principles are more function-oriented than partnership principles.

They guide our actions, and by defining them it is easier to understand how the partners intend to work together. The template includes suggested principles that might prove useful. They can be utilized as is or adapted depending on the partners' preferences. It is recommended that the partners keep in mind that a MoU is designed to be long-lasting, and as such it might be best to keep the language general, to capture the overall intent as opposed to specific details that might become quickly outdated. For example, under the "Fundraising" principle, if the partners are aware of a funding opportunity that they will pursue, they might consider including those details; however, that information is likely to become outdated more quickly than the rest of the MoU. What is most important is that the partners develop principles they agree with and find useful for clarifying the way they will work together.

Note: Project agreements, different from MoUs, normally include a greater level of detail related to specific parameters and requirements of the working relationship. Agreement guidance is available at [Agreements Policy](#).

5.0 PARTNER CONTRIBUTIONS

This section confirms that each partner will contribute, as they are able, to the partnership, with the understanding that together they will be able to achieve more towards their shared vision. Contributions are recognized not only in terms of material resources, but also experience, expertise, understanding and values.

6.0 MOU OVERSIGHT

It is important to ensure that the MoU remains effective, appropriate, and beneficial to both parties. The partners must decide together on what methods they will apply to ensure the health of the partnership. CRS has developed a number of suggestions and tools, including the Partnership Reflections and the Partnership Scorecard, available at the Institute for Capacity Strengthening site www.ics.crs.org.

Note that the individuals identified to provide MoU oversight should be dedicated to ensuring the health of the partnership, understand and apply Catholic Social Teaching and the partnership principles, and be willing and able to participate in the kinds of decisions needed to ensure a strong and effective relationship.

7.0 PERIOD OF THE MOU

While partnerships may grow and change, they will continue to exist until they are no longer useful. While there is no expiration date identified for the MoU, experience and best practice dictate that the parameters and conditions of any partnership need to be reviewed and revised periodically to ensure the health and effectiveness of the relationship (*see following section*).

8.0 MODIFICATIONS TO THE MOU

This section allows the partners to stipulate the conditions for allowing changes to be made to the MoU. If the partners would like to determine additional conditions, they should be included here. At a minimum, it is important to ensure that changes will be made together, in writing, and only with the formal approval of the heads of each partner organization.

Ideally, reviews of the MoU and the partnership will be held annually, but depending on the situation, less frequently may be acceptable. It is up to the partners to determine the frequency, though it is important that no more than five years be allowed to pass. As mentioned previously, both the Partnership Scorecard and Partnership Reflection are tools that could be applied to ensure appropriate input into the review process.

9.0 WITHDRAWAL FROM THE MOU

Either partner may choose to withdraw from the MoU, with an agreed upon amount of notice. Any indication that the MoU is either not working or is no longer wanted should be given due consideration. In the event of any concerns, it may be best to solicit assistance from regional and/or HQ-based staff.

10.0 EFFECTIVE SIGNATURES AND DATE

Self-explanatory.

TEMPLATE

MEMORANDUM OF UNDERSTANDING

BETWEEN

<INSERT PARTNER NAME>

AND

CATHOLIC RELIEF SERVICES

UNITED STATES CONFERENCE OF CATHOLIC BISHOPS
(USCCB)

PREAMBLE

This Memorandum of Understanding (MoU) between <insert Partner name or abbreviation> and the <insert Country Program name> of Catholic Relief Services – United States Conference of Catholic Bishops (CRS) establishes the broad mutual understanding of the two organizations regarding their strategic relationship, developed with the purpose of supporting each other in the fulfillment of their shared vision for addressing people’s needs and the underlying causes of suffering and injustice in <insert country name>.

The parties to this MoU recognize the independence of each organization and enter this agreement in a spirit of mutual trust and respect.

This MoU is therefore a statement of the general relationship and mutual intent to which the two organizations commit themselves. Within the framework of this MoU, it is possible that specific projects will be designed and implemented. In such cases, separate agreements will also be developed that stipulate the particulars of those projects, including roles and responsibilities, targets, management and reporting standards, deadlines, etc. The parties to this MoU will work together to ensure that any such agreements will be developed in keeping with the spirit and principles articulated in this MoU.

1.0 ORGANIZATIONS TO THE MEMORANDUM OF UNDERSTANDING

- 1.1 Organizations to this Memorandum of Understanding are <insert Partner name>, herein after called <insert partner name or abbreviation> and Catholic Relief Services United States Conference of Catholic Bishops in <insert country name>, herein after called <insert CRS Country Program name> each a ‘Partner’ and together referred to as “the Partners”.
- 1.2 CRS is also in <insert country name> with the approval of the government of <insert country name> and abides by its laws and regulations, and may work in partnership with government agencies for the accomplishment of specific projects.
- 1.3 This MOU does not preclude either of the Partners from working with other Church entities, agencies of other faith traditions, or secular agencies engaged in humanitarian relief and development efforts.

2.0 IDENTITY OF THE ORGANIZATIONS

- 2.1 <Insert Partner name> and CRS affirm that they are both independent organizations with a shared vision. The Partners commit to work together when possible in fulfillment of that vision, while affirming and maintaining their separate identities.
- 2.2 **Mission Statement of <insert Partner name>**
<Insert the official mission statement (or equivalent) of the partner>.
- 2.3 **Mission Statement of Catholic Relief Services – United States Conference of Catholic Bishops**

Catholic Relief Services carries out the commitment of the Bishops of the United States to assist the poor and vulnerable overseas. We are motivated by the Gospel of Jesus Christ to cherish, preserve and uphold the sacredness and dignity of all human life, foster charity and justice, and embody Catholic social and moral teaching as we act to:

- Promote human development by responding to major emergencies, fighting disease and poverty, and nurturing peaceful and just societies; and,
- Serve Catholics in the US as they live their faith in solidarity with their brothers and sisters around the world.

As part of the universal mission of the Catholic Church, we work with local, national and international Catholic institutions and structures, as well as other organizations, to assist people on the basis of need, not creed, race or nationality.

3.0 VISION AND VALUES

- 3.1 The Partners recognize they share a vision, as well as certain core values, and commit themselves to a relationship guided by key principles of partnership: subsidiarity, complementarity and mutuality, equitability, openness and sharing, mutual transparency, sustainability, community participation, strengthening civil society and mutual capacity building.

OPTIONAL CLAUSE on Locally Developed Partnership Principles (if applicable):

- 3.2 The Partners have further agreed to the following additional principles of their partnership: **<insert additional principles>**.
- 3.3 The Partners affirm the importance of working to address people's immediate needs and the underlying causes of suffering and injustice, with peace and restoration of human dignity, and the promotion of self-reliance and sustainable development. The Partners address the needs of the poor and marginalized using an Integral Human Development (IHD) approach to mitigate human suffering. This approach affirms that human development cannot be reduced or separated into component parts, and that individual wellbeing can only be achieved in the context of just and peaceful relationships and a thriving environment.

4.0 OPERATING PRINCIPLES

The following principles form the basis for how the Partners will operationalize this Memorandum of Understanding:

- 4.1 **Structure:** The Partners utilize and strengthen already existing local structures or may jointly establish new structures at the national, diocesan or parish levels if deemed necessary. The Partners recognize and respect other stakeholders to which each organization is accountable (e.g. board of directors, communities, donors, etc.).
- 4.2 **Program Interventions:** Prior to the development of new proposals and/or the selection of new program sites or partners, the Partners will consult with each other. The purpose of the consultation will be to share information and identify if there are any concerns on either side with the proposed interventions.

Prior to the start of any joint project, the Partners will work together to develop a separate project agreement that will govern the specifics of project management and implementation, which fall outside the scope of this MoU.

The Partners commit to apply partnership principles as they work together through all stages of the project cycle, from planning through to evaluation and reporting, in keeping with the strengths of each Partner and in such a way as to ensure complementarity and accountability to each other, the donors, project participants and other stakeholders.

The Partners share the responsibility to take an Integral Human Development approach to program quality with a strong emphasis on community participation in program design, implementation, monitoring, and evaluation.

- 4.3 **Fundraising:** The Partners agree to work together to identify potential funding opportunities, including private and public resources, for achieving their shared vision. The Partners review and determine together whether they will jointly pursue a funding opportunity. Should one Partner decide not to participate, the other Partner may continue independently.

The Partners are transparent in their fundraising efforts, and approach donors together when appropriate. Transparency is maintained through dialogue, consultation, and sharing of information, including reports, budgets, etc. Each organization adheres to relevant donor rules, regulations, and reporting requirements when agreeing to accept private or public resources.

4.4 **Financial Management:** The Partners maintain independent financial systems in accordance with internal and donor requirements, but report to each other using an agreed-to process when collaborating on joint projects. They agree to uphold the minimum financial management standards required to ensure adherence to internal and donor regulations, as well as full accountability to each other, the donors and the program participants.

4.5 **Capacity strengthening:** The Partners work together, each according to their means, for the development of the people of <insert country name>, while enhancing their respective capacities.

The Partners understand capacity as the ability of individuals and organizational units to perform functions effectively, efficiently and in a sustainable manner. They further understand that capacity strengthening is a deliberate process that improves the ability to enhance or develop new knowledge, skills, attitudes (KSAs), systems, and structures needed to function effectively, work towards sustainability, and achieve goals.

The Partners' approach to capacity strengthening goes beyond a specific project activity, and is based rather on a shared commitment to ongoing joint action. The Partners agree to facilitate and promote the strengthening of each other's capacities and to engage in joint and mutual organizational self-assessment and planning processes, in which both organizations identify their strengths, prioritize areas needing improvement, and create and implement their own action plans.

4.6 **Solidarity:** The Partners acknowledge that they are all part of one human family — whatever their national, racial, religious, economic or ideological differences — and in an increasingly interconnected world, loving our neighbor has global dimensions.

A partnership is far more likely to thrive, and to survive problem periods, when based on genuine mutual appreciation and trust. The Partners actively build mutual trust by fully sharing information, successes, and problems with each other and by periodically reviewing their partnership and seeking ways to nurture and strengthen it. The Partners find flexible and mutually agreeable solutions to situations beyond the control of either organization (e.g. social/political conflict, natural disaster, etc.) that affect the achieving of their shared vision.

4.7 **Protection:** The Partners commit to creating and maintaining appropriate policies, protocols, and mechanisms that promote their shared values and prevent abuse and exploitation of children and vulnerable adults. The Partners are dedicated to upholding the dignity of all people who participate with and/or are served by them.

- 4.8 **Communication:** The Partners understand that open communication is critical to any relationship, and agree to develop and foster an approach to communication that is respectful and collaborative. The Partners each maintain equal responsibility for initiating the communication process. They also advocate for open communication with other institutions at all levels.
- 4.9 **Decision-making:** The Partners use consultation and collaboration methods to make decisions affecting the partnership. Decisions that could affect one or both Partners are discussed jointly, and every effort is made to achieve mutually acceptable outcomes. Partnership principles, such as shared vision, subsidiarity, mutuality, equity, openness, sharing of perspectives, and transparency are applied by the Partners during the decision-making process.
- 4.10 **Conflict Resolution:** The Partners enter into this MoU in a spirit of trust and intend that all unforeseen matters or issues that arise, as the relationship evolves, will be resolved in a spirit of mutual understanding.

In the event that there is a conflict, it shall be resolved in an amicable manner. The conflict will be settled through dialogue and negotiation and will accommodate the policies and intentions of each other's respective board, donors, and constituents.

If one Partner believes that the other is not living up to the MoU, the first will communicate this to the other Partner in a timely manner and in a way that builds respect and strengthens the partnership.

In the event that the Partners cannot resolve disputes between them, a neutral arbitrator acceptable to both organizations will be called upon.

5.0 PARTNER CONTRIBUTIONS

The Partners are committed to sharing their respective experiences and expertise, and promoting a learning culture within and between their organizations, in order to develop a collaborative institutional relationship and better serve the people of <insert country name>. Each Partner agrees to contribute, according to their means, physical, material, structural, social, intellectual and spiritual resources to this partnership.

6.0 MOU OVERSIGHT

The Partners commit to working together to ensure that the MoU remains relevant and mutually beneficial. Therefore, the Partners will engage in a substantive review of this MoU at least every <insert number> of years. They will do this by <insert methods to be applied to MoU oversight>.

7.0 PERIOD OF THE MEMORANDUM OF UNDERSTANDING

The MOU is effective from the date of its signature and remains in effect until changed or terminated by either organization through mutual consent.

8.0 MODIFICATIONS TO THE MOU

Changes to the MoU may be requested by either Partner at any time, but must be reviewed and approved by the heads of each Partner organization, who share ultimate responsibility for ensuring the MoU remains relevant and useful to both Partners. Any such modifications must be made in writing.

9.0 WITHDRAWAL FROM THE MEMORANDUM OF UNDERSTANDING

Either Partner may withdraw from the MOU by giving <insert number> month(s) written notice to the other Partner.

10.0 EFFECTIVE SIGNATURES AND DATE

For <insert Partner name>

For CRS

Name Of Representative

Name Of Representative

Signature Of Representative

Signature Of Representative

Title Of Representative

Title Of Representative

Date

Date

Footer should be placed on all pages of MoU:

MEMORANDUM OF UNDERSTANDING <INSERT DATE> <INSERT PARTNER AND CRS CP NAMES>

