

Memorandum of Understanding

between

CCS Italia

Email [REDACTED]

And

[REDACTED]
Email [REDACTED]

1. The Parties

This Agreement shall apply to the following two organisations, which shall hereafter be known as the Parties:

- CCS Italia (hereinafter referred to as "CCS")
- [REDACTED] (hereinafter referred to as [REDACTED])

1. Purpose of the Agreement

This Agreement constitutes an arrangement, for an unlimited period of time, to share work planning, budgeting, reporting, and to collaborate, as and when required, for the formulation and implementation of new projects in areas of competence of mutual benefit and for the target groups.

1. Scope and areas of cooperation

The Parties are committed to close collaboration in the following areas for the purposes of the successful, timely and to-budget completion of common projects:

- Jointly preparing plans and budgets
- Agreeing on ToR and costs for consultants
- Providing each other with relevant and timely financial and narrative reports
- Jointly monitoring progress against agreed timelines and budgets
- Supporting each other's financial and narrative obligations in reporting to the donor
- Sharing of relevant information and contacts, including providing introductions to the said contacts, in relation to the successful completion of common projects
- Provision of technical and other expertise to each other's activities in relation to the common projects
- Any other provision of information, expertise or technical support

Collaboration between CCS and [REDACTED] does not preclude collaborations, whether through formal Agreement or informal alignment, between CCS and [REDACTED] on other operational, fundraising or advocacy activities. Where such collaborations external to this Agreement may be discussed between the parties.

Where the parties are operating in the same country, even where not linked to the same project, they will seek to exchange information on each other's activities during their monthly meetings.

1. Modifications

Modifications to the present agreement will be communicated in writing in a timely fashion, in order to allow both parties to operate and implement the necessary operational adjustments

2. Financial and Narrative Reporting

The parties will work together to provide mutually agreed reports to donor in a timely fashion

In addition the Relevant figures in both organisation (Programme Managers in [redacted] and Head of Operations in [redacted]), will have regular exchanges, in person or in remote, to tune the reporting details and solve an problem that may arise.

9. Liability

The Parties agree to waive any claims against each other as related to injury of personnel or damage to goods and equipment.

10. Force majeure

Should the terms of this Agreement be rendered impossible to fulfil because of war, political instability, and natural disaster or for any other cause outside of the control of the contracting parties, the parties will consult and report together to the donor according to the donor's contractual requirements.

11. Period of the Agreement, settlement of differences and termination

This Agreement runs from 01 June 2016 for an unlimited period.

Any controversy or claim arising out of, or in accordance with the present provisions or any breach thereof, shall in the first instance be settled by direct and amicable negotiation between the Parties.

Falling this, any dispute, controversy or claim arising out of or in relation to this contract, including the validity, invalidity, breach of termination thereof, shall be settled by arbitration in accordance with the [redacted] of International Arbitration of the [redacted] of Commerce in force on the date when the Notice of Arbitration is submitted in accordance with these Rules.

The number of arbitrators shall be one;
The seat of the arbitration shall be Geneva;
The arbitral proceedings shall be conducted in English.

The arbitral decision is binding to both parties. The place of jurisdiction shall be [redacted].

In the absence of possible resolution, this Agreement can be rescinded by either party through written notice of intention to terminate. Collaborations on-going at the point of termination would be subject to review by both parties and may only be terminated once an agreement to do so has been made with the donor.

G - 16

12. Modification

Any modification of or change in the present Agreement or Waiver of any of its provisions or additional contractual provisions must be previously approved in writing by both Parties.

13. External communications

The parties shall agree on a standard text for communication in press releases, newsletters and to donors and stakeholders to describe each other and their joint activities.

[Redacted]
President
CCS
Date: [Redacted]

[Redacted]
Director General
[Redacted]
Date: [Redacted]

16 2016

