

# MEMORANDUM OF UNDERSTANDING

Between

**ORPHANSLINK**

And

**[PARTNER NAME]**

WHEREAS, the mission of OrphansLink is to be a conduit that links the outreach efforts of many organizations and entities to graduating orphans to equip them to be productive citizens. Our underlying philosophy is that together we can reach out to many;

WHEREAS, OrphansLink desires to accomplish its mission, in part, by developing partnership programs, in order to prepare older orphans for adult independence, to enable them integrate well into the society and become productive citizens;

WHEREAS, OrphansLink believes together we can reach out to many and that by providing a tangible help, we are providing orphans with the chance to succeed in life while demonstrating to them unconditional love of Christ;

WHEREAS, OrphansLink acts as a facilitator for individuals, organizations, and churches to engage in meaningful ministry work with orphans and at-risk children through partnerships, connections, mission trips, volunteerism, financial aid, and prayer;

WHEREAS, OrphansLink seeks to work with like-minded 501(c) (3) organizations operating locally and abroad;

WHEREAS, OrphansLink and [PARTNER NAME] share many of the same objectives, missions, and goals and therefore desire to work together and cooperate on various projects in order to provide meaningful help to older orphans and help transform their life;

NOW THEREFORE, OrphansLink and [PARTNER NAME] agree to the following terms and guiding principles:

## **PARTIES -**

The parties to this Memorandum of Understanding are:

OrphansLink  
820 Olde Towne Dr.  
Irving, Tx 75061  
214-763-7393

OrphansLink is a non-profit organization incorporated in the state of Texas and is recognized as a 501 (c) (3) charitable organization by the Internal Revenue Service.

[PARTNER NAME]  
[PARTNER ADDRESS]  
[PARTNER PHONE NUMBER]

[PARTNER NAME] is a non-profit organization incorporated in the state of [STATE] and is recognized as a 501 (c) (3) charitable organization by the Internal Revenue Service.

### **IDENTIFICATION OF PROJECTS –**

OrphansLink and [PARTNER NAME] will work together to identify “mutually acceptable projects”. A “mutually acceptable project” is one that meets the mission and objective set forth in the preamble of this Memorandum of Understanding, has a detailed written budget, and has been approved in writing by both parties. Upon identification of a mutually acceptable project, each party shall move forward in good faith by contributing its expertise and experience towards the accomplishment of such project. Such project shall be added to the list of projects on Exhibit “A” attached hereto along with a written narrative detailing the purpose of the project and the proposed operating and capital budgets.

All mutually acceptable projects that are undertaken shall be pursued jointly and shall be identified and referred to by both parties as a project of both OrphansLink and [PARTNER NAME].

### **RESPONSIBILITIES –**

#### **OrphansLink**

In general, OrphansLink will be responsible for contributing financial and administrative resources towards a project. Upon identification of a mutually acceptable project, OrphansLink will diligently work to:

- 1) Obtain sponsors to provide financial support for the project/program.
- 2) Promote the project through its website, Social Media, other promotional materials, networking and personal connections.
- 3) Encourage others to participate in the project through volunteerism, mission trips, financial giving, and prayer.

#### **[PARTNER NAME]**

In general, [PARTNER NAME] will be responsible for assisting with the financial resources towards a project and assist in developing grant opportunities for the project. Upon identification of a mutually acceptable project, [PARTNER NAME] will diligently work to:

- 1) Provide logistics of operations and personnel to implement project/program.
- 2) Provide OrphansLink with pictures and stories of the orphans whose lives were touched as a result of project/program.
- 3) Provide quarterly reports on project progress, outcomes, and finances to OrphansLink.

- 4) Assist OrphansLink with evaluating the partner programs and provide any additional pertinent information as needed.

#### **GOVERNANCE –**

While each party's primary duties and obligations are set forth under the Responsibilities section above, each party shall have an equal voice in all decision making affecting the project.

#### **TERM –**

This Memorandum of Understanding shall commence on **September 1, 2011** and shall continue indefinitely until terminated as set forth herein. If either party shall determine that it no longer believes that it is able to continue to participate in a project, then such party shall give the other forty five (45) days written notice of its intent to no longer participate. Each party agrees to work closely with the other to effectuate a smooth transition.

#### **ACCOUNTABILITY -**

OrphansLink and [PARTNER NAME] acknowledge that we are to be accountable to each other and that each shall conduct themselves according to standards of complete honesty, transparency, and ethics. Both parties agree to communicate regularly and to keep the other fully informed as to all relevant matters affecting the project.

#### **VOLUNTARY AND NONBINDING**

It is understood and agreed that both parties to this Memorandum of Understanding are entering into this agreement voluntarily and in good faith to pursue the mission and objectives of the project as set forth herein. Nevertheless, this document is not intended to be legally binding nor enforceable in a court of law. Each party hereto shall be solely responsible for the payment of their own expenses and neither party shall have the authority to legally bind the other party to any type of obligation or liability.

#### **OTHER PROJECTS -**

Nothing in this Memorandum of Understanding shall prevent either party from participating in other similar type projects, either on its own or in cooperation with another entity.

#### **CONFIDENTIALITY -**

Each party agrees to respect the confidentiality of each other's proprietary materials and procedures.

The undersigned representatives of OrphansLink and [PARTNER NAME] agree that the foregoing accurately reflects the basic terms and conditions upon which the parties are willing to proceed.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Memorandum of Understanding as of the dates set forth below.

**OrphansLink**

Name \_\_\_\_\_  
President

Date \_\_\_\_\_

**[PARTNER NAME]**

Name \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT "A"**

**LIST OF MUTUALLY ACCEPTABLE PROJECTS**

## **Example**

- 1) **Orphan Graduate Project** – The purpose of this project is to provide emotional, physical, psychological and spiritual support to soon to be graduates, graduates and students in tech schools from the St. Petersburg and Leningrad regions of Russia. The program provides for an evangelical social worker who will work with these young adults to help them become independent and successful as graduates. The graduates will meet certain qualifications to be in the project and monthly reports will be provided. The funds provided by [PARTNER NAME] for this project are \$12,000.