



Reference No.: NEW PARTNER-SEASONAL PROGRAM (if any)

Dated: 04/03/2024 (date signed)

## **AGREEMENT**

This agreement is made in duplicate between

Helping Hand for Relief and Development, USA
And

**Network of Development Associations Rameau D'olive**, Tunisia

(شبكة غصن الزيتون)

## PREAMBLE:

- 1- Whereas Helping Hand for Relief and Development; hereby referred to as "HHRD USA" is an American Charitable Organization engaged in sustainable development and emergency relief assistance programs.
- 2- HHRD's Programs are (some of the Programs have projects within them):
  Emergency Relief and Disaster Management (ERDM), Orphan Support (OSP), Orphan Gifts (OFP), Children with Disabilities (CWDP), Comprehensive Physical Rehabilitation (CPRP), Education Support (ESP), Youth Empowerment (YEP), Skills Development and Livelihood (SDLP), Water For Life (WFL), Water And Sanitation Hygiene (WASH), Healthcare and Nutrition (HANP), Neurological Diseases & Rehabilitation (NDR), In-Kind Gifts (InKGP), Shelter Relief (SRP), Ramadan Food (RFP), Udhiya / Qurbani (UQP), Winter Relief (WRP), Tree Plantation (TPP), Food Support (FSP), Social Justice & Public Affairs (SJPA).
- 3- Whereas HHRD USA envisages socio-economic development aiming at the provision of opportunities for self-reliance and human dignity.
- 4- HHRD USA believes that community-based development is the most effective way to address their expressed problems.
- 5- Whereas HHRD USA wishes to support individuals and organizations engaged in providing emergency relief assistance, shelter, health services, and educational facilities.
- 6- Whereas Network of Development Associations Rameau D'olive, hereby referred to as "RADROS" recognizes and is committed to contributing its expertise and knowledge in delivering relief & development provisions/services; to deprived, needy, refugees, & displaced people in {Tunisia}; in any or all areas of works of HHRD USA as specified above in Point # 2 (NOTE: If HHRD USA decides to do In-Kind Gifts Program with your NGO, a separate MoU will be signed for that purpose).

THEREFORE, HELPING HAND FOR RELIEF and DEVELOPMENT (HHRD USA) AND NETWORK OF DEVELOPMENT ASSOCIATIONS RAMEAU D'OLIVE (RADROS) HAVE ENTERED THE FOLLOWING UNDERSTANDING AND AGREEMENTS:





- i- This agreement is for implementing the relief and development services to deprived, needy, refugees, and displaced people in {Tunisia}; in any or all areas of works of HHRD USA as specified earlier.
- ii- HHRD USA will provide financial support for the projects (Monetary &/or In-Kind) [In case of In-Kind, a separate MoU or Agreement will be signed].
- iii- RADROS will provide written Proposals with proper Scheduling; Reporting Protocols & Timings; and Budgets for each Project to be done; which will be duly reviewed by the HHRD USA (and/or by HHRD's representative office (if any) in the country of the project(s); & once approved by HHRD USA (and/or HHRD's representative office (if any) in the country of the project(s)), those Proposals will become the MoU for particular Project(s).
- iv- RADROS will implement the Project(s) asper the requirements written in the Proposals, and will be responsible for all administrative, record keeping, and the accounting of the funds.
- v- HHRD USA can send its representative and/or independent assessor in the field to monitor the progress of the projects, & the accounting of funds.
- vi- HHRD USA reserves the right to audit the funds at any stage of the project(s).
- vii- If RADROS engages any other NGO or individual to implement our programs, you are obligated to share the name(s) of the organizations or individuals engaged in the execution of our programs.
- viii- RADROS will furnish written report(s) of the project(s), audited report(s) of the funds, photos & videos of the project(s) activities periodically, but at least twice every year (6 monthly progress & yearly annual reports); &/or as stipulated in the Project(s) Proposal(s).
- ix- RADROS and HHRD USA's officials/representatives will settle any alterations, or changes, or differences.
- x- <u>Permits and Licenses</u>: RADROS and HHRD USA promise and agree that they will fully comply with all local, state, international, environmental, provincial, and national ordinances & laws to ensure that the Project meets all governmental agencies' requirements and applicable rules, laws, and regulations.
- xi- RADROS and HHRD USA promise and agree that they will be fully responsible for obtaining all necessary licenses or permits to ensure that the Project complies with all applicable rules, laws, and regulations.
- xii- <u>Communication:</u> The parties agree and acknowledge that constant communication is essential and critical for the success of the relationship between the two organizations. Both parties shall exhaust all efforts to ensure that they are accessible to one another to ensure close cooperation.





- xiii- RADROS must schedule mandatory quarterly check-in meetings with HHRD USA based on the U.S calendar.
- xiv- HHRD requires two reports every year (six monthly progress and 12 monthly annual impact reports) to be completed by RADROS, and specific data points may be collected by HHRD from VPNGO / IP for reporting back to donors.
- xv- RADROS to provide to HHRD documents to Vet VPNGO / IP every year (they include Names, Dates of Birth, and ID of all the Board Members & Executive Team; Last 3 years Independent Audit Reports; and Last 3 Years Annual Reports of VPNGO / IP.
- vvi- Vetting documents should be shared whenever there is a change to Board Members, Organization documents, and/or Executive Team Members OR every 2 years, whichever change occurs first.

## WARRANTIES AND REPRESENTATIONS

As a condition of being discharged with the fiduciary duty of distributing the funds/in-kind material for the specific designated intended purpose, both parties warrant, represent, and agree to the following terms and conditions:

- a- RADROS and HHRD USA have placed adequate internal management and accounting controls to ensure that the funds reach their intended destination, & that none of the charitable funds will be used, transferred, or applied for any other purpose than the agreed upon designated project(s).
  - Any expenses related to management and operations must be explicitly stated and recorded per Generally Accepted Accounting Principles (GAAP).
- b- That RADROS and HHRD USA will follow all pertinent American; and local overseas countries laws; and international laws, rules, & regulations.
- c- RADROS and HHRD USA have not and will not assist; sponsor; or provide financially,
  - material, or technological support; or any other resource to or in support of acts of terrorism, to any person or entity, as defined in Section 3 of the US Executive Order on Terrorist financing effective September 24, 2001, and any amendments of said Order; as well as all International & National Regulations regarding Terrorism.
- d- RADROS and HHRD USA have not and will notassist; sponsor; or provide financial, material, or technological support; or any other resource to or in support of acts of racism or any other discriminatory practices.
- e- That RADROS and HHRD USA will keepadequate accounting controls and provide, upon request, proper documentation accounting for all disbursements made by both parties indicating the manner, date, and amounts of the abovemonies that were applied to the project and another accounting.





- f- That RADROS and HHRD USA will not allocate; distribute; or provide any of the funds; or financial resources received from this transaction in support of any person, entity, or any other project(s) than said Project(s).
- g- This memorandum can only be amended in writing and signed by RADROS and HHRD USA.

This agreement continued from previous pages hereby signed below; it contains the entire Understanding, promises, and representations of RADROS and HHRD USA.

Effective from: Date:	3/28/2024	_
	DocuSigned by:	
Signature	WZHAT TAWED	
Name	NUZHAT JAWED	
A	NUZHAT JAWED  uthorized Officer of HHRD USA	
<b>Designation</b>	Director of Compliance	
	DocuSigned by:	
Signature	7A490B0935C24E2	
Name	Yaser Al-Khooly	
	horized Officer of HHRD in Overseas Country (if any)	
<b>Designation</b>	кеgional Director	
	10	
Signature		
Name (Name of 1st Officer of	HATEM AYADI  f RADROS	
Designation	President of RADROS	