

## COOPERATING ORGANIZATION MEMORANDUM OF UNDERSTANDING

An agreement between

Rotary Club of Loja Los Zarzas, District 4400, Ecuador, "Host  
Sponsor,"  
Rotary Club of Solana Beach, District 5340, USA, "International  
Sponsor,"  
Nature and Culture International, USA,  
"Organization 1," and Municipality of  
Puyango, "Organization 2"

Note: The Foundation needs to receive this memorandum of understanding (MOU) in this exact form. Complete the form fields but do not edit any other text. If you aren't sure how to complete the fields, refer to the tips at the end.

### **1. SUBJECT**

Global Grant #2589, Safe and Reliable Water for Five Communities in Southern Ecuador, in Zapotillo and Puyango Municipalities, Ecuador, the "Rotary Grant."

### **2. DEFINITION**

A cooperating organization is any reputable non-Rotary organization that provides expertise, infrastructure, advocacy, training, education, or other support for the grant project. Cooperating organizations must comply with all reporting and auditing activities required by The Rotary Foundation and provide receipts as requested.

### **3. PURPOSE**

This document establishes an agreement between the parties listed above to implement a project funded by a Grant from The Rotary Foundation. This document may also be used with other groups that are participating in the project, such as beneficiary organizations, nonprofit contractors, or government agencies.

#### **4. PROJECT OBJECTIVES**

All parties listed in this agreement will collaborate to achieve the following project objectives:

- a. Facilitating universal and equitable access to safe and affordable drinking water by repairing damaged water systems and providing adequate water treatment.
- b. Improving water quality by protecting and maintaining surface- and groundwater resources, reducing pollution and contaminants, and promoting wastewater reuse: Conservation and restoration of water sources, educate them on the importance of conserving the water source and identify incentives to identify alternatives to the use of fertilizers and watering holes for grazing.
- c. Strengthening the capacity of governments, institutions, and communities to develop, finance, manage, and maintain sustainable water and sanitation services: Comprehensive training in water system management in generation, conservation, collection and treatment, as well as in the optimization of its water systems and distribution.

#### **5. HOST SPONSOR RESPONSIBILITIES**

Describe the specific responsibilities of the Host Sponsor. The Host Sponsor will:

- a. General supervision of the project
- b. Club contribution with FDD
- c. Project inspection
- d. Project management between Rotaries and cooperating institutions.

#### **6. INTERNATIONAL SPONSOR RESPONSIBILITIES**

Describe the specific responsibilities of the International Sponsor. The International Sponsor will:

- e. Raise funds and coordinate fundraising efforts
- f. Coordinate and prepare reports to TRF

#### **7. ORGANIZATION 1 RESPONSIBILITIES**

Describe the specific responsibilities of Organization 1. Organization 1 will:

- g. Facilitate communication and relationship between Rotarians, beneficiaries (water boards and local communities) and local authorities (GADs, water/environmental authorities).
- h. Participate with Rotarians in the capacity building component with a technician to train water boards and water users on environmental issues and water source conservation.
- i. Help plan and advise component 4b (conservation) and 4c (capacity building) activities.

- j. Lead the activities of the conservation component with the installation of fences, signage, management with the community, meetings with water boards, among others.

## **8. ORGANIZATION 2 RESPONSIBILITIES**

Describe the specific responsibilities of Organization 2. Organization 2 will:

- a. Technical studies of the water project in the areas of Arenal y Cochas Feasibility and construcción permits in the two areas

## **9. MUTUAL UNDERSTANDINGS**

All parties agree that:

- a. The Rotary Grant, if approved, will be awarded to the Host Sponsor and International Sponsor.
- b. The Host Sponsor and International Sponsor will control and manage the Rotary Grant.
- c. The Host Sponsor and International Sponsor will be involved in all stages of the project.
- d. The Host Sponsor and International Sponsor will each have a grant project management committee with at least three members, responsible for managing the project on their behalf.
- e. The Host Sponsor and International Sponsor and the Organizations will abide by the Terms and Conditions for Rotary Foundation District Grants and Global Grants.
- f. The Host Sponsor and International Sponsor affirm that the Organizations are reputable and responsible and act within all laws of the project country.
- g. All grant funds will be received and managed by the Host Sponsor or the International Sponsor and will not be managed by the Organizations.
- h. Grant funds will remain in the designated Rotary Grant bank account until they are needed to pay a vendor or reimburse a purchase.
- i. All payments to vendors and reimbursements to Organizations will be supported by receipts, paid invoices, vouchers or written agreements.
- j. The Organizations may contribute funds toward the project, but The Rotary Foundation does not match these funds.
- k. The Organizations' project-related documentation may be subject to independent financial and operational review by The Rotary Foundation.
- l. In their separate club or district qualification memorandum of understanding, the Host Sponsor and International Sponsor have agreed to:
  - Ensure that all grant activities, including the conversion of funds from one currency to another, comply with local law
  - Ensure that the project adheres to The Rotary Foundation's stewardship measures and grant management practices

- Ensure that all people involved in a grant conduct their activities in a way that avoids any actual or perceived conflict of interest
- Report to the district any potential or real misuse or mismanagement of grant funds
- Cooperate with any financial, grant, or operational audits
- Maintain a standard set of accounts, which includes a general ledger and a complete record of all receipts and all disbursements of grant funds
- Disburse grant funds in accordance with the Terms and Conditions for Rotary Foundation District Grants and Global Grants
- Maintain records for items that are purchased, produced, or distributed through grant activities
- Maintain a dedicated bank account to be used only for receiving and disbursing grant funds
- Have a minimum of two Rotarian bank account signatories from the sponsoring clubs or districts for disbursements
- Maintain a separation of duties for handling funds so no one person is solely in control of them
- Maintain a written plan for transferring custody of bank accounts in the event of a change in signatories
- Retain bank statements to substantiate the receipt and use of grant funds
- Retain grant documents in a location known by and accessible to club and district officers □  
Retain grant documents for a minimum of five years, or longer if required by local law

#### **10. CONFLICTS OF INTEREST**

Any real or perceived conflicts of interest must be disclosed to The Rotary Foundation, in compliance with The Rotary Foundation's Conflict of Interest Policy for Program Participants in the Terms and Conditions for Rotary Foundation District Grants and Global Grants. This includes any instances of Rotarians acting as vendors or serving as trustees, directors, officers, or staff of one of the Organizations. If in doubt, any potential conflict should be disclosed.

Identify any real or perceived conflicts here:

[Matthew Clark, CEO and President of Nature and Culture International, member of the Rotary Club of Solana Beach]

#### **11. MODIFICATION**

Modifications to this document will be made by mutual consent of the parties. A written modification, signed and dated by all parties and approved by The Rotary Foundation, must be issued before acting on any changes.

## 12. CONTACT INFORMATION

Your privacy is important to Rotary International and The Rotary Foundation (collectively, "Rotary") and the personal data you share with Rotary will only be used for official Rotary business, such as in relation to the Rotary Grant. Personal data collected on this form is subject to Rotary's privacy policy.

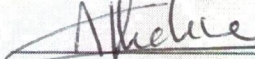
## 13. AUTHORIZATIONS

By signing below, the parties agree to the terms of this Memorandum of Understanding.

Host Sponsor authorization:

Signature:  \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name: Daniel Valdivieso Position: Executive Secretary  
Postal Address: Rocafuerte 168-33 y 24 de mayo Loja, Ecuador  
Phone: 593 991506840 Email: danielvaldivieso@hotmail.com


International Sponsor authorization:

Signature:  \_\_\_\_\_ Date: 06.01.2021  
Printed Name: Amelie Catheline Position: Past President of the Rotary Club of Solana Beach  
Postal Address: 122 Five Crowns Way, Encinita s, CA 92024, USA  
442-287-9991 Email: Amelie.catheline@gmail.com

Address:

Phone:

Organization 1 authorization:

Signature:  \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name: Blgo. Felipe Serrano Position: Director Executive  
Postal Address: Av. Pio Jaramillo u y Catacocha , Loja Ecuador  
Phone: 593 72573691 Email: fserrano@naturalezaycultura.org

Organization 2 authorization:

Signature: \_\_\_\_\_



JOSE HERNAN  
ENCALADA  
ELIZALDE

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

José Hernán Encalada Elizalde

Position: \_\_\_\_\_

Alcalde of the Municipality of  
Cantón Puyango

Address: \_\_\_\_\_

Ciudad Amor, street Guayaquil y Juan Moltalvo Postal

Phone: \_\_\_\_\_

593 072 680244

Email: \_\_\_\_\_

gobiernoadindepuyango@gmail.com

## TIPS FOR COMPLETING THIS FORM

### GENERAL

If you're working with just one organization, provide information for Organization 1 only. Always include the Rotary Host Sponsor and International Sponsor.

### PROJECT OBJECTIVES

In this section, project partners outline the overall goals of the project that all partners hope to achieve together.

For example:

- Improve the quality of education students receive at Community Primary School
- Improve the quality of care for cancer patients at Community Hospital
- Increase farmers' yields by 10% through drip irrigation

### RESPONSIBILITIES SECTIONS

Meeting with all project partners to assign responsibilities and record them in writing can prevent conflicts and increase your project's chances of success. It helps ensure that everyone agrees on the basics of the project plan and prevents confusion during implementation. When you define the responsibilities of each partner, carefully consider their resources and skills. Remember that each project has its own unique roles and responsibilities that are essential for effective implementation. List detailed and specific responsibilities for your project.

Questions to consider when determining responsibilities:

- Who will provide technical and professional services? What specific services will be provided, or what specific skills are needed?
- What types of staffing, infrastructure, or equipment is required, and who will provide those?
- Who will provide training, mentoring, education, advocacy, and financial review?
- Who will direct and coordinate local community education and public relations?
- Who will seek community support and resources for the project?
- Who will manage the grant funds and pay suppliers, vendors, and contractors?
- Will cooperating organizations submit itemized expense statements and receipts before they receive grant funds?
- Who will direct and coordinate fundraising efforts?
- Who will pay for long-term equipment maintenance, operations, programming, and staffing after Rotary Grant funding ends? (Note that Rotarians may continue to support the project, but the project should not depend solely on that support.)

- Who will prepare Rotary Grant reports? Who will collaborate on reporting?
- How will financial records be stored? Who will maintain these records? What is the document retention plan?
- Who will measure and evaluate the project's outcomes? How will they do this? Who will collect results? How will the outcomes be shared?

### **MUTUAL UNDERSTANDINGS**

For legal reasons, the Foundation needs this section to remain as it is. It must not be added to or edited. We understand that, for certain relationships, Rotarians may need to sign a second MOU or contract to comply with local laws. Even in such cases, however, the Foundation needs this MOU to be submitted with your grant application.

### **AUTHORIZATIONS**

Make sure that all parties have signed the MOU. If any signature is missing, it will be considered incomplete. Each sponsor and organization should decide who will represent it as a signatory.

If you have any concerns or questions, your regional grants officer can review your MOU before it is signed to make sure it's complete.