



Example memorandum of understanding between REAct Coordinating and REAct Implementing Organisations

(Insert logo, name, address and contact details of Coordinating Organisation)

MEMORANDUM OF UNDERSTANDING

BETWEEN

(Insert name of REAct Coordinating Organisation)

AND

(Insert name of REAct Implementing Organisation)

SIGNED THIS ____ DAY OF (month, year)

Drawn up and prepared by:

(insert name of REAct Coordinating Organisation)

hereafter referred as the Coordinating Organisation is a non-governmental organisation based in (insert town and country)

AND

(Insert name of REAct Implementing Organisation)

hereafter referred to as an Implementing Organisation is an implementing partner of the REAct human rights monitoring and response system based in (insert town and country).

Now this agreement witnesses as follows:

Article 1: Aims of the memorandum

1.1 This MOU aims to define the objectives and responsibilities of Implementing Organisations in their implementation of REAct, a community-based human rights monitoring and response system.

Article 2: Specific instructions

2.1 Prior to taking this agreement, (insert name of REAct Coordinating Organisation) shall presume that the parties to the agreement know their respective responsibilities and expertise, and shall use it to the best of their ability to document human rights violations in accessing HIV and health-related services within the REAct system.

Article 3: Roles and responsibilities

3.1 The parties shall, prior to undertaking, clearly define their roles and responsibilities in relation to the project for purposes of the initial partnership arrangements.

(Insert name of REAct Coordinating Organisation) undertakes to:

- Identify the funds to implement the REAct system for monitoring and responding to human rights violations and human rights-related barriers in accessing HIV and health services in (insert country).
- Identify individuals from partner Implementing Organisations to undertake the process of interviewing, gathering information and evidence, and inputting data into the REAct system.
- Establish a REAct Committee consisting of at least the key REAct database system managers in each of the REAct Implementing Organisations.
- Ensure timely reporting of information.
- Any other duty as shall arise from time to time.

3.2 The Implementing Organisations shall:

- Identify individuals from within their organisation to undertake the process of interviewing, gathering information and evidence, and inputting data into the REAct system.
- Document violations of human rights and challenges to accessing HIV and health services.
- Provide timely expert data within the stipulated timeframe to be entered in the REAct system.
- Maintain confidentiality of data at all times.
- Bring to the attention of (insert name of Coordinating Organisation)/the REAct Committee any challenges or discrepancies/breaches of confidentiality relating to the collection of data and data management within the REAct system.
- Any other duties that may from time to time be prescribed by the REAct Committee.

3.3 Nothing in this Article shall prevent or preclude the parties from sharing any information with each other or engaging in any mutual agreed upon activity not mentioned in this article or from seeking further mutually beneficial assistance from each other.

3.4 General requirements

- (Insert name of Coordinating Organisation), as the coordinator of the REAct system for (insert country), identifies at least three people to coordinate the various aspects of this MOU and other key points mentioned later on (hereafter REAct (REAct Committee)).
- The REAct Committee will meet at least once every three months to consolidate the data collected by Implementing Organisations, analyse it and decide on required responses (human rights programmes).

3.5 Use of Small Grant Scheme funds

3.5.1 Use of funding for setting up systems and running REAct. There must be sufficient provision for (a) fees (and related costs such as transport) for those who will be contracted to carry out the interviews and feed the data into the system; (b) hardware and other costs related to maintenance of the information management tool, Wanda; and (c) training for setting up, interviewing and running the system when needed. (Overall, we estimate that between 25% and 40% of the total grant should be used for these three areas.)

3.5.2 Use of funding for individual support. The most important requirement in this case is that no funds can be used from the Small Grant Scheme for individual cases (normally emergency cases) that have not been thoroughly documented in the information management tool, Wanda. We also recommend that:

you agree on a list of individual responses that can be covered by the Small Grant Scheme

you determine a maximum amount of money that one Implementing Organisation can give to an individual (we suggest US\$50) without needing to consult the REAct Committee

when an organisation considers that an individual case requires a response more than the maximum amount allowed, this is discussed by the REAct Committee.

3.5.3 Use of funding for human rights programmes and advocacy. This must be decided by the REAct Committee, either in their regular meetings or when considered necessary. In order to use the Small Grant Scheme for any these programmes, the need must be determined by analysis of the data collected by the Implementing Organisations. A short justification of this need must be documented before the funds can be used.

Article 4: Legal nature of the relationship

- 4.1 The parties to this memorandum do NOT intend to create a legally binding relationship not prescribed thereof.
- 4.2 The parties are independent from each other, and shall not be held liable for the legal and financial obligations of each other outside the mandates prescribed by (insert name of REAct Coordinating Organisation) or not contracted.
- 4.3 (Insert name of REAct Coordinating Organisation) shall hold liable the parties for unaccountable funds meant for the implementation of the REAct upon failure to honour the terms stated.

Article 5: Confidentiality

- 5.1 Implementing Organisations under this agreement shall be transparent in sharing information to avoid duplication of cases in the data and shall share information freely among each other.
- 5.2 However, Implementing Organisations shall not share information with a party that is not privy to this MOU, as that would constitute breach of trust and confidentiality of the MOU.

Article 6: Transmission of documentation

- 6.1 Implementing Organisations shall freely transmit information among each other for clarity and to avoid duplication of information.
- 6.2 However, parties shall desist from transmitting information to third parties that are not privy to the MOU, otherwise outside the mandate.

Article 7: Duration

- 7.1 This MOU takes effect from the date of signature by the parties and the time prescribed thereof by the funder.
- 7.2 During this period, parties are expected to document all cases of violations and challenges to accessing HIV and health services under this agreement.
- 7.3 The REAct Committee shall meet at least once every two months to consolidate the data collected by the Implementing Organisations, analyse it and decide on required responses
- 7.4 The parties shall be informed in time about any extension of this project.
- 7.5 Violations can be documented either retrospectively or prospectively of the signing of the MOU.

Article 8: Settling of disputes

- 8.1 Disputes arising out of the interpretation and/or implementation of this MOU will be settled independently by the parties or by appointing an independent mediator/arbitrator.
- 8.2 The parties will endeavour to settle any such disputes out of court or by appointing any arbitrator appointed and trusted by either of the organisations.

Article 9: Accountability

- 9.1 (Insert name of REAct Coordinating Organisation) undertakes to pay facilitators for their expertise and services provided during the training period.
- 9.2 The parties shall be paid an amount of money as shall be agreed upon by (insert name of Coordinating Organisation).
- 9.3 (insert name of REAct Coordinating Organisation) asks partners for regular activity and financial reports. Failure to present these reports will result in possible non-disbursement of future tranches of the Small Grant Scheme.
- 9.4 An interim performance evaluation is required by (insert due date) and a final first year one by (insert due date).
- 9.5 Any expense incurred during implementation in excess of the budget as related to the project shall be reimbursed on submission of receipts.

Article 10: Assignment and transfer

- 10.1 The parties to this contract shall not assign, transfer or delegate the interests to any person other than the person contracted.
- 10.2 If any of the parties intend to transfer or novate any of their interests to this contract to any other person with the same expertise, they shall do so only in full consultation with (insert name of REAct Coordinating Organisation) and shall state the reasons for the transfer or novation.

Article 11: Termination

- 11.1 (Insert name of Coordinating Organisation) undertakes all the rights to terminate the agreement in the following circumstances:
- Any event default by the Implementing Organisation in implementing the project.
 - If the donor for any reason becomes unwilling or unable to continue funding the project.
 - (Insert name of Coordinating Organisation) shall not be liable for such an eventuality and shall ask the Implementing Organisations for copies of documentation under the project, which shall include accountability.
 - Where the Implementing Organisation has been relieved of their duty, such funds that are not used shall be refunded to the (insert name of REAct Coordinating Organisation) treasury/accounts.

Information Privacy and Data Protection Agreement

Definitions of Personal and Sensitive Personal Data

“Personal Data means data or information that can identify a living individual”

Personal Data Types

- Contact information
 - Address
 - Telephone, Email, Skype and other contact details
- Age, including Date of Birth
- Employment records
- Government work and pension records (e.g. National Insurance number in the UK)

Sensitive Personal Data by its inference requires even more attention and careful management and includes the following types

- Political opinion
- Religious belief
- Sexual life and sexual orientation
- Medical data and records: physical and mental health or condition

Information and Data Privacy

Every individual has a right to be afforded the reassurance that their personal and sensitive personal information, offered by them, will be treated with the utmost respect and care; protected and managed appropriately

Where such information is offered in conjunction with information that relates to LBGT Human Rights infringements and persecution/harassment, then the signatories of this agreement must understand that they have an absolute duty to protect the confidentiality and privacy of the individuals and the information being input and recorded onto the Wanda system. Ensuring that access to such information is absolutely controlled –

- the sharing of passwords and other credentials to gain access the Wanda system is strictly prohibited

Data and Information Ownership: the individual offering their personal and sensitive personal data remains exclusively and explicitly the owner of this information. Those community-based organisations entering into the information management system and operating REAct shall throughout remain the custodians of any personal and sensitive personal data.

Information and Data Retention

To ensure best practice and transparency it is important to place a data retention period on ALL data and information stored within Wanda, the information management tool for REAct, we must not forget that this information is owned by the Individual and that it should not be kept for longer than is absolutely necessary to achieve the objectives of REAct, or where its value or purpose has expired. It is important not to simply keep information in the system – *“just in case we should need it”*, or simply because the system has an endless storage capacity or simply because *“we can”*.

A retention period must be agreed and be initiated from the date that the information is captured and stored. It is important that the individual offering their personal and sensitive personal is made aware of this retention period. A suitable retention period would be ten years.

Information and Data Sharing

- No personal or sensitive personal data is to stored or shared independently of the Wanda tool
- All personal and sensitive personal data that can identify an individual must be stored exclusively in the Wanda tool
- No personal or sensitive personal data is to kept in hardcopy (paper) formats
- Absolutely no personal or sensitive personal data stored in Wanda is to shared with another organisation, agency, consultants or individual without the knowledge, review and expressed approval of the custodian community-based organisation

Responsibilities of Agreement Signatories, including Breach

Through the signing of this agreement it is acknowledged and understood by all signatories and their respective organisations and entities, that all confidential information and data offered to them is done so in support of achieving the aims and objectives of REAct. Where a data infringement or information security concern is raised

signatories must immediately raise this concern with the REAct Coordinating Organisation and the REAct team and Alliance Secretariat.

Information and Data Consent

Personal and Sensitive Personal Data offered by individuals must also be accompanied by the formal consent of the individual (the actual individual and not a representative, peer, friend or family member), such that this ensures their understanding of why their data and information is being recorded in support of REAct objectives. In particular we must ensure that the individual(s) understand how long this information will be recorded for (how many years) and that they can apply to have this information removed and deleted when requested by them (again it must be themselves and not a representative), within an appropriate time period, ideally no longer than 30 calendar days from the initial verified request.

Termination

Should any signatory and/or their organisation of this agreement terminate their ongoing involvement within the REAct programme, then their and their organisations' continued access to Wanda and all information and data contained within, will be revoked.

Should any party or approved representative breach any of the above conditions, then their access will be revoked until an investigation and evaluation of the 'concern' or 'event' raised can be appropriately concluded.

IN WITNESS WHEREOF the representatives of both parties have hereto set their hands on the day and year first above written.

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For (insert name of Coordinating Organisation)

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For (insert name of Implementing Organisation)

Date.....

Date.....