



TINERII pentru CRISTOS

MOLDOVA

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "MOU") is made and entered into on the **12.06.2023** by and between:

The organisation **Youth for Christ Moldova** ("Tinerii Pentru Cristos Moldova") residing/located at **Chisinau, Republica Moldova** (bvd Dacia 10, Chisinau) ("First Party") and

Stichting SPRING-IN residing/located at **Lunteren, the Netherlands** (Barneveldseweg 1, 6741 LH) ("Second Party")

Both known collectively as the "Parties".

Background:

The First Party and the Second Party desire to enter into an agreement in which they will work together to achieve the various aims and objectives relating to *the help vulnerable people in Moldova in small local projects around housing and talent reinforcement* (the "Project").

The First and Second Party desire to enter into an agreement between them, setting out the working arrangements that each of the two agree are necessary to complete the Project.

Purpose & Scope

1. The purpose of this MOU is to provide the framework, the scope of work, terms and conditions, and responsibilities of the Parties associated with their work on the Project, as attached in more detailed information for the Project that Parties have agreed upon, if applicable. The obligations of the Parties will end on **12.06.2027**
2. As further outlined below, both parties will collaborate on the following:
 - a. *Supporting housing and talent-enhancing projects that aim to improve the personal development of vulnerable people and/or their basic needs, both nationally and internationally*

The Parties Obligations

3. The Parties desire and wish that this document will not create any form or manner of a formal agreement, but rather an agreement between the Parties to work together in such a manner that would promote a genuine atmosphere of collaboration in support of an effective and efficient partnership and leadership meant to maintain, safeguard, and sustain sound and optimal financial, managerial, and administrative commitment with regards to all matters related to the Project.

Cooperation



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4. The Parties represent that they have unique, specialized expertise that they will draw upon to meet the objectives of the Project.
5. The First Party will use the following unique experiences and expertise to further the objectives of the Project:
 - a. **Research and notify the request of help, local knowledge from culture and language, screening of the target group (vulnerable people/teenagers with special needs etc.) delivery of relief goods and local services. Performing different activities in line with the foundation's objectives.**
6. The Second Party will use the following unique experiences and expertise to further the objectives of the Project:
7. **a. fundraising, financial support of small-scale projects or individual requests for help (screened by the Youth for Christ organization) in line with the foundation's objective, organization of youth experience travel groups**

Responsibilities

8. The First Party shall undertake the following activities under this MOA:
 - a. **Research and notify the request of help, screening of the target group, performing different activities;**
9. The Second Party shall undertake the following activities under this MOA:
Fundraising, financial of material support, offer of training
 - a. **Fundraising, financial of material support, organization of experience travel groups.**

Resources

10. The Parties will endeavour to have final approval and secure any financing necessary to fulfil their individual financial contributions at the start of the Project.
11. The First Party agrees to provide the following material, financial, and labor resources in respect of the Project:
 - a. **Purchase local building materials and other materials to realize the project, distribute, organize, deploy professionals, account for the finances and plan of action / reporting, etc**
12. The Second Party agrees to provide the following material, financial, and labor resources in respect of the Project:
 - a. **Organizing fundraising activities, promoting the project, purchasing specific materials/tools, deploying volunteers, accounting for finances to sponsors, etc.**

Communication strategy

13. Marketing of the Project should always be consistent with the aims of the Project and only undertaken with the express written agreement of both Parties.



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14. Where it does not breach any confidentiality protocols, a spirit of open and transparent communication should be adhered to.
15. Coordinated communications should be made with external organizations to elicit their support and further the aims of the Project.

Dispute Resolution

16. The Parties to this MOU agree that if any dispute arises through any aspect of this agreement, including, but not limited to, any matters, disputes, or claims, the Parties shall confer in good faith to promptly resolve any dispute. In the event that the Parties are unable to resolve the issue or dispute between them, then the matter shall be: mediated and arbitrated in an attempt to resolve any and all issues between the Parties]

Governing Law

17. This MOU shall be construed in accordance with the laws of the State of The Republic of Moldova.

Assignment

18. Neither Party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party.

Amendment

19. This MOU may be amended from time to time by mutual agreement of the parties in a written modification signed by both parties.

Termination

20. This MOU may be terminated by mutual written agreement of the Parties upon 12.06.2028 days' notice.
21. This MOU shall automatically terminate upon completion of all responsibilities as stated in the "Purpose & Scope" section. See attached Exhibit of timeline and list of objectives for the Project, if applicable.

Prior Memorandum Superseded

22. This MOU constitutes the entire Memorandum between the Parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and Memorandums, whether oral or written.

Understanding

23. By signing this MOU, both Parties of this MOU mutually agree and understand that:



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- a. Each Party will take finance and legal responsibility for the actions of its affiliates, officers, employees, independent contractors, agents, volunteers, and representatives.
- b. Each Party shall carry insurance at its sole expense to cover its activities in connection with this MOU. Each Party shall also obtain and maintain insurance for general liability, workers' compensation, and business automobile liability adequate to cover any potential liabilities.
- c. Each Party agrees to indemnify, defend and hold harmless the other to the fullest extent permitted by law from and against all actions, demands, claims, losses, liabilities, costs (including attorney's costs and fees), and damages. Each Party shall also be responsible for the proportionate cost of any damages arising from the fault of such Party, its officers, agents, employees, and independent contractors.

Notices

24. All notices, demands, requests, and other communications given hereunder for purposes other than termination shall be made in writing and shall be deemed given if:
 - a. Delivered by hand; or
 - b. Mailed by domestic registered or certified mail with prepaid postage, after 10 days of business days since the date postmarked.
25. Any notices, demands, requests, and other communications returned to the sending Party as non-delivered should be re-delivered or re-mailed to the forwarding address affixed thereto. Such communications will be deemed delivered in the same way as those that had not been returned to the sending Party.
26. All written notices so given will be deemed effective upon receipt.

Severability

27. Any part or provision of this MOU that is found to be unenforceable, illegal, void, or prohibited in any jurisdiction will be ineffective without invalidating the remaining provisions and parts of the MOU. In such a scenario, the Parties will use reasonable efforts to employ and find an alternative way to achieve the same or substantially the same result as contemplated by such part or provision.

Authorization and Execution

28. The signing of this MOU does not constitute a formal understanding and as such it simply intends that the Parties shall strive to reach, to the best of their abilities the objectives stated herein.
29. The MOU shall be signed by:
 - a. 'Youth for Christ Moldova'
Executive director, Vitali Papuzan
 - b. Stichting SPRING-IN
The chairman of the foundation; Marielle de Jong
And shall be effective as of the date first written above.



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SIGNATURES

Pupazan
Signature



Pupazan Vitalie
Full Name

Youth for Christ Moldova,
Chisinau, the Republic of Moldova

First Party Printed Name

Mariette de Jong
Signature

Mariette de Jong
Full Name

STICHTING SPRING-IN
Lunteren, the Netherlands

Second Party Printed Name