



Raya Development Association in Canada

Memorandum of Understanding

Intent to undertake humanitarian activities to help Erob IDPs currently sheltering in Adigrat, Tigray

THIS AGREEMENT made the 30th day of March 2023.

B E T W E E N:

Raya Development Association in Canada, a corporation incorporated under the laws of Canada, (hereinafter referred to as RDA Canada)

OF THE FIRST PART;

- and

Mr. **Hailemichael Mulu Kahsay**, a resident of Adigrat, Tigray, (hereinafter referred to as the "Intermediary")

OF THE SECOND PART;

WHEREAS RDA Canada is registered under the Income Tax Act of Canada (the "Act") as a charitable organization and wishes to retain Intermediary to assist in the administration and implementation of the charitable activities of RDA Canada in Adigrat, Tigray.

AND WHEREAS Intermediary is a private citizen AND WHEREAS Intermediary has experience in assisting the needy, orphans and the internally displaced people in the Tigray by providing basic needs such as food, shelter and cash donations from funds donated by the diaspora and other charities around the world.

AND WHEREAS RDA Canada wishes to obtain advice and assistance with respect to providing humanitarian assistance to mothers with small children, and female-led families who have been displaced from their towns and villages in Erob, Tigray currently living in Adigrat as IDPs, and who are unable to feed themselves and their families due to the war and the economic blockade in Tigray, and RDA wishes to retain the service of Intermediary for those purposes,

AND WHEREAS Intermediary is desirous of providing the projects outlined in Schedule "A" on the terms and conditions hereinafter set out;

AND WHEREAS the parties wish to clarify the roles, responsibilities, liabilities, accountability, communications, and other related issues between themselves;

NOW THEREFORE THIS AGREEMENT WITNESS that in consideration of the mutual covenants and agreements hereinafter contained and of other good and valuable considerations, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Projects

- I. Providing cash donations, in Ethiopian Birr, to the Internally displaced female-led families now living in Adigrat, Tigray, and listed in attachment 1 of this agreement. This is phase one (round one) of the humanitarian activity, and involves equal distribution of funds to fifty families listed in the attachment.



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- II. Providing cash donations, in Ethiopian Birr, to the Internally displaced female-led families now living in Adigrat, Tigray, and listed in attachment 2 of this agreement. This is phase two (round two) of the humanitarian activity, and involves equal distribution of funds to fifty families listed in the attachment.

The parties shall co-operate with each other in carrying out the charitable activities as set out in Schedule "A" attached hereto, such activities herein called the "Project". Intermediary agrees to undertake the Project and provide RDA Canada with the deliverables as listed in Schedule "A" and in accordance with the budget as proposed in Schedule "A". Any additional projects approved by the parties in writing may be appended to this Agreement as part of Schedule "A", and such additional projects shall be subject to all the terms and conditions of this Agreement and form part of the Project. In the event of a conflict between the terms of this Agreement and a Schedule, the terms of this Agreement shall supersede the terms and conditions of the Schedule. Any funds provided by one party to the other shall only be used for the Project described in Schedule "A".

2. Amendments to Project

In the event the parties hereto mutually agree in writing to amend the Project, such amended Project shall be required to be charitable in accordance with the laws of both Canada and the state of Tigray, and the resources of the parties used in such amended Project shall be used exclusively for charitable purposes within the prescribed charitable objects of each institution.

3. Term

This Agreement shall come into force on the day of signature by the parties for a one-year term, or when the project is deemed completed by the parties, unless this Agreement is terminated in accordance with the provisions of this Article 11. The Agreement may be renewed by mutual agreement in writing at the expiration of the term.

4. Advance & Compensation

In addition to a reasonable service fee agreed upon between RDA Canada and Intermediary, RDA Canada will compensate Intermediary all reasonable out-of-pocket expenses.

With respect to any Project, RDA Canada may advance to Intermediary funds prior to the commencement of the Project. This amount will be considered an advance against service fees and out-of-pocket expenses incurred by Intermediary and will be accounted for in the final expense for the Project.

5. Equipment

If one party provides capital equipment to the other then such equipment is owned by the party that provided it and such party retains all rights with respect to the equipment and the recipient party shall be a trustee of such equipment only and shall have no right ownership with respect to same, unless agreed in writing to the contrary by the parties. Each party shall have and will maintain full and complete direction, control and supervision over the use and application of its own equipment. On the completion or termination of this Agreement for any reason, unless agreed in writing otherwise, such equipment or the then fair market value of same shall be returned.

6. Immovable Capital Assets

Where any party pays for the acquisition, construction, or improvement of any immovable capital property, legal title shall be held in the name of the party that paid for the immovable property.

7. Progress Reports & Payments



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Any payments contemplated under this Agreement will be made by installments listed in a disbursement schedule based on confirmation of reasonable progress in the charitable activities and programs as set out in Schedule "A" and that any resources or funds provided earlier have been applied to such activities. When funds are transferred pursuant to this Agreement they will be clearly identified as being part of a particular project and will be used only for such project and pursuant to this Agreement and the budget contained in Schedule "A".

The Intermediary agrees that if the Intermediary is not abiding by this Agreement, then RDA Canada, at its own discretion, may withdraw or withhold funds or other resources.

Financial and narrative reports should be sent by Intermediary by email to Mr. Abraham Beyene at RDA Canada whose e-mail is raya@rdacanada.org, and / or by other media planforms in a form of video and /or any messaging systems.

8. Relationship

Nothing in this Agreement shall constitute or be construed to create a partnership, agency, joint venture, or an employment relationship as between the parties and neither party shall hold itself out as partner, agent, joint venture, or employee of the other or any other type of relationship that render one party liable for the debts or obligations of any other party except as specifically provided for in this Agreement. The parties shall secure all personnel required in performing their services under this Agreement and shall be responsible for all taxes and other payments, and all reporting requirements for their personnel that each uses in the performance of its services.

9. Insurance

Without in any way limiting the liability of Intermediary under this Agreement it shall be the sole responsibility of Intermediary to maintain and keep in force and effect during the term of this Agreement sufficient insurance as is customarily kept by an organization conducting similar activities.

10. Confidentiality

Each party acknowledges that, during the term of this Agreement, it may be required from time to time to disclose to the other party certain confidential and proprietary materials, information and data relating to that party's activities (all of which is referred to as "Confidential Information"). Each party acknowledges that the other's Confidential Information, other than that which is publicly known, is confidential and proprietary information. Each party agrees to exercise the same degree of care of the other party's Confidential Information that it does with its own Confidential Information and to confine knowledge of Confidential Information only to its employees who require that knowledge for use in the ordinary course and scope of their employment. The parties shall not, during the term of this Agreement or thereafter, use, disclose, divulge, or make available each other's Confidential Information to any third party either directly or indirectly in any manner whatsoever without the prior written consent of the other party.

11. Termination

Notwithstanding Article 3 of this Agreement, either party shall have the right at any time to terminate this Agreement for any reason on sixty (60) days' written notice to the other party. In the event of improper use of the funds by the Intermediary under, or a material breach by the Intermediary of, any term of this Agreement, as determined by RDA Canada. RDA Canada may terminate this Agreement effective immediately upon delivery of written notice of termination to the Intermediary. In the event of termination, Intermediary will refund forthwith to RDA Canada any monies advanced by RDA Canada and not expended in accordance with the terms of this



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Agreement. Subject to the terms of this Agreement, RDA Canada will make the payments outlined in this Agreement until the date of termination but will have no further obligation with respect to a termination of this Agreement.

12. Books and Records

RDA Canada shall maintain adequate books and records, in accordance with the requirements under the Act, at its office address set out in Article 16 below. Each party shall maintain full and complete books and records of, and shall provide to the other at least every six (6) months, or at any time upon request, full and complete reports on the Project, setting forth and confirming the amount of funds received from the other and expended and a detailed breakdown of expenditures made in respect of the charitable activities performed, so as to enable the other party to make informed decisions as to the application of its funds and to maintain full and complete records of same. These reports will be in a form acceptable to the other party. All reimbursable expenses shall be in accordance with the budget in Schedule "A" and will be supported by true copies of invoices, receipts, vouchers and/or other relevant documentation.

13. Monitoring and Evaluation

The parties believe that honest and timely communication is vital to effective project monitoring and evaluation, and thus will comprise a key component of the Project. This will allow for any potential challenges and constraints to be discussed and efficiently addressed, as well as the Project's outcomes and impacts to be accurately documented.

Intermediary will be responsible for the routine management and monitoring of the Project. Donors to RDA Canada will be informed on the progress and accomplishments of the project.

Intermediary will report on the fulfillment of the financial commitments in this Agreement. These reports should contain information about the progress and accomplishments of the Project as well as beneficiary stories and photos and videos that display the project in action.

14. Prevention of Certain Activities

Throughout the term of this Agreement, the parties hereto shall exercise due diligence to ensure that the resources of the parties shall not be used to facilitate any illegal or terrorist activity, human rights abuses, forced or compulsory labour, or use of child labour. The parties also commit to promote the protection of the environment and work against all forms of corruption, including extortion and bribery. The parties declare that neither their organization nor any member of their staff or Board of Directors have, in the business of a third, any pecuniary interest that could produce or seem to produce a conflict of interest related to the execution of this Agreement. If during the term of this Agreement such an interest appears, such party must immediately declare the conflict of interest to the other(s).

15. Assignment or Subcontracting

Neither party may assign, pledge, mortgage or otherwise encumber any of its rights under this Agreement without the prior written consent of the other party. Intermediary may not subcontract any part of this Agreement unless provided in Schedule "A" or without the prior consent in writing of RDA Canada, Intermediary shall be entitled to use its own employees and consultants for the purposes of carrying out its obligations under this Agreement.

16. Notice

Except as otherwise provided in this Agreement, any notice contemplated or required to be given hereunder shall be in writing and may be made or given by electronic mail addressed to the respective parties as follows, or any



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other electronic messaging systems, or to such other address, as either party may from time to time notify the other in accordance with this section.

To RDA Canada: ray@rdacanada.org

To Intermediary: hailatmulu@gmail.com

17. Compliance

In the performance of the Project, all parties agree to comply with all laws, ordinances, rules, and regulations of any government or administrative agency, federal, provincial, state, or local that affect the Project. This Agreement and the rights and obligations and relations of the parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties agree to cooperate in good faith with respect to the Project, to communicate openly and honestly, and generally to attempt to avoid disputes in connection with this Agreement. If, nevertheless, a dispute should arise, the parties agree to attempt first to resolve such dispute by discussion.

18. Time

Time shall be of the essence in this Agreement and of every part of it and no extension or variation of this Agreement shall operate as a waiver of this provision.

19. Entire Agreement


This Agreement constitutes the entire agreement between the parties with respect to all the matters herein and shall not be amended, altered, or qualified except by a memorandum in writing, signed by both of the parties hereto.

20. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and such counterparts together shall constitute one original agreement.


IN WITNESS WHEREOF the parties hereto have executed this Agreement.

Raya Development Association in Canada



Abraham Beyene, Executive Director, March 30, 2023
Oakville, Ontario, Canada

INTERMEDIARY



Hailemichael Mulu Kahsay, March 30, 2023
Adigrat, Tigray