



Raya Development Association in Canada

Memorandum of Understanding

THIS AGREEMENT made on the 2nd day of November 2022, BETWEEN **Raya Development Association in Canada**, a charitable corporation incorporated under the laws of Canada, (hereinafter referred to as RDA Canada) OF THE FIRST PART; - and **Tigray Development Association in North America**, a corporation incorporated under the laws of the United States of America, (hereinafter referred to as the, TDANA) 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 establish partnership to assist in the administration and implementation of the charitable activities of RDA Canada in Tigray.

AND WHEREAS TDANA is a corporation based in the USA AND WHEREAS TDANA has experience in assisting the needy, orphans and the internally displaced people in the Tigray by providing basic needs such as food and shelter from funds donated by the diaspora and other charities around the world;

AND WHERE AS TDANA has additional experience in building educational facilities, clinics, and other medical infrastructures, providing drinking water sources, and assisting farmers in enhancing agricultural productivities in Tigray;

AND WHEREAS RDA Canada wishes to obtain advice and assistance with respect to those services in the long term, as well as provide life's basic needs to the needy, the internally displaced, and others who are unable to feed themselves and their families due to the current economic blockade and the blackout of basic services in Tigray, and wishes to retain the services and expertise of TDANA for those purposes;

AND WHEREAS TDANA is desirous of providing the programs outlined in Article 1 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 WITNESSES that in consideration of the mutual covenants and agreements hereinafter contained and of other good and valuable consideration (the receipt and sufficiency of which is acknowledged), the parties agree as follows:

I. Programs

I. Relief of Poverty

- a. Provide emergency financial or material assistance to people in need of food, shelters, and other necessities due to natural disasters or non-natural impositions.
- b. Initiate, implement and fund projects for the purpose of alleviating poverty in impoverished communities.

II. Advancement of Education

- a. Build or renovate schools and other educational facilities in small towns and villages where locals are unable to provide funding due to poverty.
- b. Provide educational supplies to schools in underdeveloped and impoverished areas.
- c. Provide breakfast, lunch and other nutritional programs in schools for destitute students.

III. Advancement of Public Health

- a. Provide financial or material support to clinics and other public health centers in impoverished areas.
- b. Initiate and fund projects for the advancement children and women's health.



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The parties shall co-operate with each other in carrying out the charitable activities within the frameworks of the programs articulated in Article 1.

2. Agreements

The parties will enter into written agreement(s) prior to initiating charitable projects within the programs outlined in Article 1.

Scope, locations, cost, timeline, and other information shall be included in each agreement, in accordance to the requirements outlined under Canada's Non-Profit Corporations Act.

3. Roles and Responsibilities

Roles and responsibilities of each entity shall be included in each agreement as outlined in Article 2.

4. Amendments to Programs

In the event the parties hereto mutually agree in writing to amend the Programs outlined in Article 1, such amended Programs shall be required to be charitable in accordance with the laws of both Canada, the United States of America and the State of Tigray, and the resources of the parties used in such amended Programs shall be used exclusively for charitable purposes within the prescribed charitable objects of each institution.

5. Term

This MoU shall come into force on the day of signature by the parties for five-year term, or when the programs is deemed completed by the parties, unless this Agreement is terminated in accordance with the provisions of this Article.

This MoU may be renewed by mutual agreement in writing at the expiration of the term.

6. Advance

With respect to any Project, RDA Canada may advance to TDANA funds prior to the commencement of the Project. This amount will be considered an advance against fees and expenses incurred by TDANA and will be accounted for in the final expense for specific projects under each program.

7. 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.

8. 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.

9. Progress Reports & Payments



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Any payments contemplated under this MoU 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 each agreement specifically written for such activities and programs, and that any resources or funds provided earlier have been applied to such activities. When funds are transferred pursuant to the Agreement, they will be clearly identified as being part of a particular project and will be used only for such activities.

TDANA agrees that if it 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 TDANA by email to Mr. Samuel Kitos at RDA Canada whose e-mail is raya@rdacanada.org, and / or by other media platforms in a form of video and /or any messaging systems.

Financial and narrative reports should be sent by RDA Canada by email to Mr. Kidane Assefa at TDANA whose e-mail is tda-northamerica@gmail.com, and / or by other media platforms in a form of video and /or any messaging systems.

10. Relationship

Nothing in this MoU 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 MoU and any subsequent Agreements. The parties shall secure all personnel required in performing their services under this MoU 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.

11. Insurance

Without in any way limiting the liability of either party under this MoU, it shall be the sole responsibility of the party implementing the activities to maintain and keep in force and effect during the term of this MoU and any subsequent Agreements, sufficient insurance as is customarily kept by an organization conducting similar activities, to protect itself from liabilities.

12. Confidentiality

Each party acknowledges that, during the term of this MoU and any subsequent Agreements, 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 MoU and any subsequent Agreements 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.

13. Termination

Notwithstanding Article 5 of this MoU, 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 either party, or breach by either party of any term of this MoU or any subsequent Agreements, as determined by either party, either party may terminate this MoU or any subsequent Agreements effective immediately upon delivery of written notice of termination to the other. In the event of termination, either party will refund forthwith to the other



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any monies advanced by it and not expended in accordance with the terms of this MoU or any subsequent Agreements. Subject to the terms of each Agreement, the party providing the project funding will make the payments outlined in the Agreement until the date of termination but will have no further obligation after the termination of the Agreement.

14. Books and Records

RDA Canada shall maintain adequate books and records, in accordance with the requirements under the Act, at its office address. 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 each project agreement and will be supported by true copies of invoices, receipts, vouchers and/or other relevant documentation.

15. 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.

Each party shall be responsible for the routine management and monitoring of its projects. RDA Canada will be responsible for informing donors and its stakeholders on the progress and accomplishments of the project it initiated.

16. Prevention of Certain Activities

Throughout the term of this MoU and any subsequent Agreements, 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 MoU or any subsequent Agreement. If during the term of this MoU such an interest appears, such party must immediately declare the conflict of interest to the other.

17. Assignment or Subcontracting

Neither party may assign, pledge, mortgage or otherwise encumber any of its rights under this MoU or any subsequent Agreements without the prior written consent of the other party.

Either party shall be entitled to use its own employees and consultants for the purposes of carrying out its obligations under this MoU and any subsequent Agreements under this MoU.

18. 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 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: raya@rdacanada.org
To TDANA: tda.northamerica@gmail.com

