

PARTNERSHIP AGREEMENT

BETWEEN
MY SISTERS INTERNATIONAL (NORWAY) MSI
AND
MY SISTERS WOMEN`S WELFARE ASSOCIATION (ETHIOPIA) MSE



This document is a partnership agreement between MSI and MSE concerning the cooperation between the two organisations

Contact details

My Sisters Women`s Welfare Association in Ethiopia (MSE)

Address: PO Box 145077, Addis Abeba, Ethiopia
Contact person: Tigist Ashine (Chairman of the Board)
Telephone: +251 (0) 113724760, +251 (0) 911 25 0601
E-mail: mysisterswwwa@hotmail.com
Reg.nr: 0371

My Sisters International in Norway (MSI)

Address: Gamle Prestveien 4, 4025 Stavanger
Contact person: Inger Helene Hagland (Chairman of the Board)
Telephone: +47 915 59 228
E-mail: mysistersnor@gmail.com
Org.nr: 91884947

Partnership purpose

Empowering poor Ethiopian women and children to break free from poverty through community-based self-help programs that improve health, expand education, create businesses, and gain a sustainable economy.

- MSE is responsible for defining the organisation's activities and submits a budget accordingly for the activities described to the MSI
- MSI is responsible for the financial support for the activities approved by both parties.

ARTICLE 1 - Contribution and Transfers of funds.

1.1 The contribution given by MSI is to be used for the activities
(5.2) specified in the budget. MSI must approve any major budget or activity
deviations

1.2 The annual budget must be submitted to MSI by October 15. the
previous year. The budget must be final by March 31. the actual year.

1.3 Transfers will be made in 4 (four) installments: The 15th of January,
April, July, and October. MSE must confirm receipt of transferred funds within 14
days. The transfers are in NOK to the following bank account:

- * Commercial Bank of Ethiopia Addis Ababa branch
- * Account holder: My Sisters Women`s Welfare Association
- * Account No: 1000000932233
- * Swift code: CBETETAA

1.4 MSE must submit financial reports twice a year .

- * Half-year report August 15

The half-year report does not need an external audit.

- * The book-keeping shall be reliable and follow nationally generally
accepted accounting principles. All entries in the accounting system
shall be documented by supporting documents to verify all expenses
within the project. Upon request by MSI, the financial reports, with
supporting documents, shall be presented.

- * Final financial report March 31

The final financial report must be audited by an external, independent
and qualified auditor, in accordance with international auditing
principles.

1.5 Both MSE and MSI shall issue an annual report.

- * Annual reports for the previous year, must be made available to both
parties by March 31

- * These reports shall present a full and complete account of activities,
with results achieved throughout the year.

- * Written reports must comment upon the progress of activities and
explain any major deviations from the plan.

- * It is essential that the reports are written in English in order to support
transparency in the organisation.

ARTICLE 2 - Obligations of the partners.

2.1 Legally: MSE must ensure that permissions and legal documents needed for the activities are in place.

2.2 Anti corruption: MSE and MSI are both responsible for managing all activities and for preventing, detecting and taking action against all attempts of corruption or fraud in the organizations. Both partners will actively work to prevent and reveal all forms of illegal or improper dealings, or other forms of wrongful use of funds and resources. The other partner must be alerted immediately if any misconduct, fraud, theft, loss or serious financial irregularity is detected or suspected. Managements must comply with national laws and regulations.

2.3 Transparency. The board of MSI is committed to being accountable and transparent to its sponsors and National Legislation in Norway, and to MSE. To ensure transparency MSE will provide MSI full accessibility to plans, reports and audits of MSE activities.

2.4 Notification procedures. MSE must comply with the laws and regulations of Ethiopia, and the Child Protection Policy of MSE. The annual reports will address this matter in general, and comment on any irregularities. Serious violation of these laws, regulations and policies will be reported to the Ethiopian Government and to MSI immediately through the chairman of MSI.

2.5 Efficiency: MSE is responsible to use resources provided by MSI according to budget and activity plan.

2.6 Use of funds: Funds granted from MSI must be spent within the financial year. If MSE wishes to move funds over to the next financial year, MSI must be informed of the reasons for this. MSI has to authorize any transfer of funds to the following financial year.

2.7 Additional projects: MSE can at any time apply for extra funds for special projects.

2.7.1. Application for extra funds must be presented in a written proposal, preferably with pictures to clarify issues, and with an estimated cost.

2.7.2. MSI must give a final, written answer within four months regarding approval of the financing of the special project

2.7.3. Such funding shall not influence the granted annual budget.

2.7.4. Material and goods purchased with funds for special projects, shall belong to MSE after termination of the project, unless otherwise is agreed.

ARTICLE 3 - Liabilities

3.1 Life responsibility: If an employee of any of the Partners to this agreement, is injured, disabled or life is lost, including any other claim based upon her/his employment in the organization, the party employing her/him shall be solely responsible in respect to all claims that may arise.

3.1.1 MSE may apply to MSI for support should a situation like this occur, and it is for the Board of MSI to decide if the application is approved or not.

3.2 Terms of employment: MSE shall ensure that all employees have terms of employment in accordance with the laws of Ethiopia.

3.3 Good faith: Taking into account the purpose of MSI to raise funds for MSE and projects proposed by MSE, the MSI will not be liable to MSE for any mistake or error in judgement or for any act or omission done in good faith which cause the MSI to not fulfill the intended purpose of raising funds as planned.

ARTICLE 4 - Duration, amendment, and termination

4.1 This agreement will take effect when signed by both parties, and applies to both ongoing and upcoming activities in MSE and MSI.

4.2 Continuation: This agreement may be renewed, amended or terminated by either party upon one year's written notice.

4.3 Disagreement: If any dispute arises relating to the implementation or interpretation of this agreement, activities or the use of funds, there shall be mutual consultation between the parties to secure a successful realization of the objectives.

4.4 Mediation: If the dispute cannot be solved through mutual consultations, the dispute is resolved through mediation. If the parties cannot reach a joint agreement, the disagreement will be settled by a third party.

4.5 Termination: Upon termination of the Partnership Agreement, MSE must take immediate action to minimize all expenditure and obligations relating to activities and projects funded by MSI.

4.6 Suspension: In case of misappropriation of funds, MSI reserves the absolute right to suspend and set conditions for resumption or termination of this agreement.

4.7 Misconduct: The agreement can be terminated immediately by MSI by any misconduct of MSE, such as and not limited to:

4.7.1. Misuse of funds

4.7.2. Harmful management that have negative effects on employees and/or the target group.

4.7.3. Willingly misleading MSI in regard to information on activity, use of funds, management situation etc.

4.7.4. Corruption

4.7.5. Acting contrary to the vision and values of MSI and the purpose of this Agreement.

4.8 Return of funds: By termination of the agreement based on misconduct, MSE is to immediately end any use of funds, and shall without hesitation, return funds not yet used.

4.9 Force Majeure: Both Parties will be free of liability to the other Partner where the Partner is prevented from executing its obligations under this Agreement due to force majeure (3) where the Partner has communicated the circumstances to the other Partner and taken the appropriate actions to minimize negative consequences of the incident.

ARTICLE 5 - Definitions:

For the purpose of this Agreement, the following terms are defined as follows:

5.1 Funds: Financial contributions MSE has received and receives from MSI. This is money donated by individuals and businesses.

5.2 Activities: Clear and concrete actions and projects that achieve the purpose of the partnership

5.3. Force Majeure: Any unforeseen and uncontrollable event such as earthquake, storm, flood, fire etc.

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This agreement is signed in two copies - one of which is retained by each of the signatories to this agreement.

For **My Sisters Women`s
Welfare Association**

Date / Place.....

Signature.....

Block letters

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Date / Place.....

Signature.....

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For **My Sisters
International**

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