

MEMORANDUM OF UNDERSTANDING

Stop TB Partnership Delegation of Communities Affected by TB AND TBpeople

The Stop TB Partnership Delegation of Communities Affected by Tuberculosis (hereinafter, the Delegation) and TBpeople, collectively referred to as the Parties, undertake this Memorandum of Understanding (MoU) that establishes working arrangements and related agreements for TBpeople to serve as the administrative and financial host of the Delegation.

I. Background

1. The mission of the Delegation is to ensure the voices and issues of people with and affected by tuberculosis (TB) influence the deliberations and decisions of the Stop TB Partnership (STBP) to ultimately end TB. The Delegation was established with a purpose of improving communication and engagement, strengthening accountability and enhancing institutional memory of STBP's TB Affected Communities constituency.
2. TBpeople is the global network of people affected by TB. Launched in 2016 and officially registered in 2018, the network is driven by its vision, World Free of TB, and its mission, Unite People, Defeat TB.

II. Hosting Arrangements

3. Role of TBpeople
 - 3.1. Financial Administration
 - a. TBpeople will provide ongoing financial support to the Delegation.
 - b. By the end of the first week of each quarter, TBpeople will provide a financial update of the funds administered on behalf of the Delegation.
 - c. TBpeople will manage an annual independent audit process of its financial accounts, which include the Delegation financial administration, and provide its annual audit reports to the Delegation.
 - 3.2. Logistical Support
 - a. When requested, TBpeople will provide logistical support necessary for travel arrangements of Delegation members to attend annual retreat and Stop TB Partnership Board meetings (one or two per annum).
 - b. Additional logistical support will be provided based upon timely requests by the Delegation.
 - 3.3. Contractual Support

- a. TBpeople will handle the financial arrangements for the Constituency Focal Point (CFP) of the Delegation. A consultancy contract or agreement, as deemed appropriate by the Delegation leadership, will be signed between TBpeople on behalf of the Delegation and the CFP, that covers the details of the financial arrangements. The Delegation will instruct TBpeople to implement the necessary financial transactions based on this contract/agreement.
 - b. When requested by the Delegation, TBpeople will handle the financial arrangements for other consultants/staff of the Delegation as described in para. 3.iii.a above.
 - c. When requested and as instructed by the Delegation, TBpeople will handle other contracts, including procurement, for the Delegation.
 - 3.4. Other Support
 - a. TBpeople will provide other administrative, financial and other support as agreed by the Parties and as required for smooth and uninterrupted operation of the Delegation.
 - 3.5. Reporting and Communication
 - a. By the end of the first week of each quarter, TBpeople will provide a financial update of the funds administered on behalf of or for the Delegation.
 - b. TBpeople will manage an annual independent audit process of its financial accounts, which include the Delegation financial administration, and will provide its annual audit reports to the Delegation.
 - c. TBpeople will immediately notify the Delegation of any matters related to its hosting and communicate other issues that are relevant to the operation of the Delegation.
4. Role of the Delegation
 - 4.1. Financial Responsibility
 - a. The Delegation is responsible for its own resource mobilization efforts.
 - b. The Delegation is solely responsible for determining the scope of work, salary scales and details of benefits and leave of staff and consultant(s).
 - 4.2. Contractual Agreement and Oversight of Staff and Consultants
 - a. The Delegation is responsible for the oversight of the work and performance of the Constituency Focal Point, other staff and consultants, and shall inform TBpeople on the outcomes of their annual performance appraisal.
 - b. The Delegation is responsible for the development and execution of the contract(s)/agreement(s) with the Constituency Focal Point, other staff and consultants.
 - c. The Delegation will instruct TBpeople to implement the necessary financial transactions based on the contract(s)/agreement(s).
 - d. The Delegation is responsible for the oversight of the work and performance of the Constituency Focal Point, other staff and consultants.
 - 4.3. Submission and Sharing of Information
 - a. The Delegation will provide relevant information related to this MoU to TBpeople in a timely fashion.

5. In implementation of the MoU, the Parties shall rely on their internal policies and procedures, including but not limited to those relating to management of finances, conflict of interest etc., as well as contractual agreements with external donors providing support to the Delegation.
6. Fee
 - 6.1. TBpeople will fulfill its role as envisaged in para 3 above at a fee of 10% based on the approved budget by each donor.
 - 6.2. When necessary and agreed by the Parties, TBpeople will mobilize its technical, human and financial resources to support the work of the Delegation at a free-of-charge basis.
7. The implementation of this MoU will be monitored on an ongoing basis and will include the following:
 - 7.1. At least one joint meeting (face-to-face or virtual) between the leadership of the Delegation and TBpeople on an annual basis; and
 - 7.2. Open communication lines on a monthly basis in relation to fund administering processes.
8. Nothing in this MoU shall be construed as evoking an obligation of either of the Parties to provide financing for any work related or unrelated to execution of this MoU, unless laid out by specific agreements.
9. Any use of logo or the name of the other Party for any of the communications, publications or public speeches/events shall be made only upon obtaining advance written consent of the other Party.
10. All public communications, no matter whether oral or in writing, pertaining to the implementation of this MoU shall be agreed in advance by both Parties in writing.

III. Final Provisions

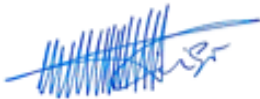
11. The rights and obligations under this MoU are non-transferable, unless both Parties agree otherwise in writing.
12. This MoU shall be governed by the laws of the United Kingdom.
13. Any disputes between the Parties resulting from the implementation of this MoU, whether formal or informal, shall be resolved amicably to find an outcome that is mutually agreeable to both Parties and that leads to better collaborations in the future.
14. Term of the MoU
 - 14.1. This MoU shall enter into effect upon signature by both Parties.

- 14.2. The MoU will be effective for a period of two (2) years from the date of signature. The MoU shall be automatically renewed for an additional year, unless notice of termination has been provided by either of the Parties.
- 14.3. In the case of termination, notice has to be provided by either of the Parties at least three (3) months prior to the end of the term of the MoU and is subject to any costs that have been expended for the purposes of this MoU having been settled by the relevant Party.
- 14.4. Termination will also be subject to terms of agreements made between donors and TBpeople to ensure that default of grant requirements do not take place.
- 14.5. Any amendments and/or additions to this MoU shall only be made in writing subject to agreement by both Parties.

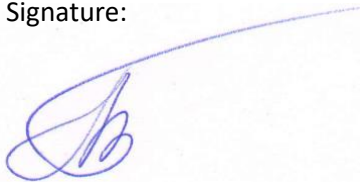
Signed on this 25 day of January 2021 by representatives of the two Parties:

For the Delegation:

Name: Thokozile Phiri
Designation: Board Member
Signature:



Name: Timur Abdullaev
Designation: Board Member
Signature:



For TBpeople:

Name: Paul Thorn
Designation: Director
Signature:

