

**MEMORANDUM OF UNDERSTANDING (MOU) FOR THE MEMBERS OF THE XXXXXX COUNTY  
CIVIL SOCIETY ORGANIZATIONS NETWORK (CSOs NETWORK)**

**A. FOUNDING PROVISIONS**

1. **Purpose:** This Memorandum of Understanding (MOU) is entered into on the ..... by organizations as listed in Annex 1 hereto attached who have voluntarily executed it, collectively known as the XXXXXX County Civil Society Organizations Network – referred to as ‘CSOs Network’ and respectively referred to as ‘individual member’ elsewhere in this MOU.

The purpose of this MOU is to define clearly the principles of co-operation between member organizations, in their activities and programmes in support for coordinated, effective and efficient CSOs engagement in county governance and development processes.

2. **Mandate:** XXXXXX CSOs network is a non-partisan, county network of Kenyan civil society organizations operating in XXXXXX, with a shared vision of promoting effective county governance and participatory development. The Network and consequent coordination will enable the organizations to effectively respond to citizens’ needs and desire towards realization of the national and public good.

The mandate of XXXXXX CSOs Network, to which members collectively and individually commit themselves, is to provide a coordinated framework for civil society organizations to undertake activities, projects and programs that further and enhance effective county governance and participatory development.

**B. THE XXXXXX COUNTY CSOs NETWORK STRUCTURE**

The CSOs Network shall have the following governance organs:

- CSOs Network Members Forum
- CSOs Network Steering Committee
- CSOs Network Thematic Groups
- CSOs Network Secretariat

**I: CSOs Network Members Forum:**

- CSOs Network members forum shall comprise of all member organizations to the CSOs

Network and shall be an equivalent of General Assembly under the framework;

- Members to the Network shall provide oversight role and provide guidance in the implementation of CSOs Network programmes;
- Members to the CSOs Network may receive and use joint resources for implementation of the Network programmes and shall ensure timely accounting for the funds received;
- Resources received by CSOs Network members shall be used strictly on programmes approved by the Network members;
- Meetings of the CSOs Network shall be held on an annual basis to deliberate on the challenges facing the Network and chart the course for responding to the challenges;
- The CSOs Network may however hold special meetings to deliberate on urgent or special matters pertaining to the Network's management;
- The CSOs Network shall hold elections of the steering committee at an annual general meeting at a period that does not exceed three years.

#### **II: CSOs Network Steering Committee:**

- Steering Committee shall be comprised of seven members drawn from the thematic groups; they shall be elected by majority vote by a meeting of the CSOs Network Members Forum. They shall hold office for a period of three years, renewable once;
- Representatives seconded by each organization to the committee shall be persons with authority to commit their organizations on policy matters;
- The steering committee shall be responsible for broad policy issues and approving decisions for implementation of the CSOs Network's programmes;
- The steering committee shall be responsible for providing leadership and strategic directions to the programmes of the CSOs Network;
- The steering committee shall be responsible for appointing the CSOs Network coordinator or secretariat to coordinate its activities;
- The Steering Committee shall be responsible for spearheading mobilization of resources for implementation of the CSOs Network's programmes;
- Members of the Steering committee shall be responsible for hosting and management of the CSOs Network's resources;
- The Steering Committee shall be answerable to the CSOS Network Members Forum in the performance of its duties.

### **III: CSOs Network Thematic Group**

- Each thematic group shall constitute a cluster of member organizations addressing issues under such themes as: governance and human rights, health and sanitation, education, environment and natural resources, media and private sector, among others;
- Thematic groups shall coordinate CSOs Network activities under their thematic areas;
- Thematic groups shall advise the CSOs Network on the emerging issues, trends and appropriate action under their thematic area.

### **IV: CSOs Network Secretariat:**

- A member organization to the Steering Committee nominated by members of the committee shall be responsible for hosting of the CSOs Network secretariat for a period of three years renewable once;
- There shall be a coordinator who shall be responsible for coordination of CSOs Network programmes;
- Some members of staff to the hosting organization may be required to undertake financial and other duties relevant to the CSOs Network's programmes under arrangements with the CSOs Network steering committee;
- Other member organizations to the CSOs Network shall when necessary be requested to second officers to the secretariat under arrangements with the CSOs Network steering committee where necessary;
- The Coordinator shall be answerable to the CSOs Network Steering Committee in performance of his or her duties;
- In performance of his or her day to day duties, the coordinator shall be answerable to the Chief Executive Officer of the hosting organization or its representative to the CSOs Network Steering Committee;
- Measures shall be taken to ensure that the change of secretariat in no way jeopardizes ongoing programs. A hand over period of four months shall be observed to enable a smooth transition.

### **CSOs Network Resources:**

- Resources raised for CSOs Network programmes shall be hosted on behalf of CSOs Network by the Secretariat;
- The hosting organization shall sign agreement(s) with the donor(s) and other development partners on behalf of CSOs Network

- The hosting organization shall be answerable to the donor(s) for resources received on behalf of CSOs Network;
- Resources raised on behalf of CSOs Network shall be used strictly on CSOs Network programmes and activities;
- There shall be a separate Bank Account maintained on behalf of CSOs Network secretariat in which all resources raised on behalf of the CSOs Network shall be deposited;
- Members of the CSOs Network Steering Committee shall approve expenditure of the CSOs Network secretariat through minuted resolutions;
- Resources raised for CSOs Network programmes shall be audited annually or at the end of the programme period by an auditor approved by the CSOs Network Steering Committee;
- Any property purchased or acquired on behalf of CSOs Network shall be the property of CSOs Network and held on its behalf by the member organization to which it is allocated and appropriately reflected on behalf of CSOs Network on the respective organization's assets register;
- The resources shall be audited annually or at the end of the programmes whichever is applicable by a qualified auditor appointed by the CSOs Network steering committee;
- Any member willing to resign from the Network shall give one month written notice addressed to CSOs Network Steering Committee;
- Any new organization willing to join the Network shall send a written application to the CSOs Network Steering Committee for consideration.

### **C. PRINCIPLES UNDERLYING THE MOU**

1. **Autonomy and independence of members:** Each member of the CSOs Network is free to independently develop its own programmes according to its mandate and founding instruments provided that if those programmes impinge on an area of mandate for CSOs Network, the member shall inform other Network members and in good faith consultatively and collaboratively design the programme so as to ensure that there is neither duplication nor dissipation of effort in the CSOs Network's activities.
2. **Non-partisanship and non-discrimination:** Support provided under this partnership will be open and non-partisan. No member of the CSOs Network will promote legislative or

policy measures which promote sectarianism, sexism or the narrow self-regarding cause of a particular business or industry. Members of the CSOs Network have the right to exclude from the Network any organization that supports a partisan cause or any of the discriminatory and narrow measures covered under this clause. Procedure for exclusion will be provided in the CSOs Network Rules.

3. **Professionalism:** The programmes, activities and publications under this MOU will be designed to the highest professional standards and comporting with the ethics of scientific research. All reports, briefs and legislative analyses will be fair, balanced and principled.
4. **Mutual support:** The parties agree, conscientiously and in good faith, to facilitate the work of each other in the carrying out of activities under this MOU. Nothing in this provision commits any member to a contractual obligation to commit funds to any or all activities covered under the MOU.
5. **Flexibility:** The CSOs Network aims to be a flexible collaborative mechanism that facilitates rather than constrains its members. To this end, collaboration is jointly agreed to be a desirable and efficient goal not a prescriptive target.
6. **Decision-making:** So far as practicable decisions of the CSOs Network shall be by consensus through meetings called for the purpose. Where consensus is not possible, decisions shall be by a simple majority vote of members present and voting. However, decisions to exclude a member from the CSOs Network will be by an absolute majority vote.

#### **D. OBLIGATIONS UNDER THE MOU**

1. **Obligation to exercise prudence, discretion and judgment:** Network members jointly and severally recognize the sensitivity inherent in their work and they solemnly undertake to exercise prudence, discretion and appropriate judgment in the design and execution of programmes and activities under this MOU. Except as agreed with other CSOs Network members, no member shall release information to the public that may have come to them in the execution of activities under this MOU if that information is not of a public nature or is such that its release may erode confidence in the CSOs Network or otherwise compromise CSOs Network ability to implement any of its activities and programmes.

This is a foundational obligation and its breach may lead to the exclusion of the errant member from the CSOs Network.

2. Duty to commit resources: Pursuant to the provisions of this Memorandum, each member undertakes to commit resources—financial and human—generally, to the activities of the CSOs Network.
3. Whereas it is envisioned that members will continue to raise funds individually within their remits, the duty to commit resources to CSOs Network extends to supporting and participating in the CSOs Network’s fundraising and liaison activities when and if needed.
4. The duty to build synergy and commitment to coordination: CSOs Network members will endeavor to build synergy between their individual programmes and CSOs Network activities. As a corollary, members shall not individually undertake programmes and activities that are in direct competition with activities and programmes that the CSOs Network has already collectively committed to.
5. Respect and protection of the CSOs Network’s intellectual property: CSOs Network members undertake to respect the intellectual property rights attaching to materials from their joint programmes and activities under this memorandum. In particular, no member may publish or disseminate such materials save as may be agreed by the CSOs Network. Nothing in this provision affects any member’s individual rights to the property inhering in the materials that such member has separately developed or paid for. In general, the CSOs Network may waive its intellectual rights to all or any materials developed through joint programmes but until it does so such rights adhere to the CSOs Network collectively.
6. Staff accountabilities: Whereas staff and consultants hired by an individual organization for CSOs Network activities and programmes shall have fiduciary obligation to such organization, they will be horizontally accountability to all CSOs Network members collectively for delivery of the programmes and activities for which they were hired. CSOs Network members may, for reasonable cause, vote to exclude particular individuals from consideration as consultants or staff for collective activities and programmes even though such individuals remain in the employment of an individual member.
7. Making commitments: Unless requested by the CSOs Network, an individual member may not make any decisions committing CSOs Network to any activities or programmes with other entities except those approved by the membership.

8. Duty to attend CSOs Network meetings: CSOs Network meetings are its principal decision-making mechanism. CSOs Network Members have a duty to consistently attend Network meetings. Implicit in this duty is an obligation to designate a senior staff member-preferably one with executive responsibilities to attend regularly on behalf of the individual member.

**E. ADDITIONAL MEMBERS OF CSOs NETWORK**

CSOs Network shall encourage new membership by civil society organizations active in County. New members shall be approved based on a written application and acceptance of the steering committee members. The number of organizations forming CSOs Network may change over time provided that any organization or entity that is not currently a party to this MoU and wishes to join may apply in writing to be a member of the CSOs Network provided that the existing members confirm by a vote in a meeting convened for the purpose that the new member be admitted.

**F. REVISION**

The provisions of this MOU may be revised, as need be, by consent of the CSOs Network member's forum.

**G. IMPLEMENTATION AND COORDINATION**

1. Difficult issues: If in the course of implementing this MOU matters arise that the personnel implementing the activities are unable to resolve, they shall promptly refer such issues to the CSOs Network Steering committee, in the first instance, and to the CSOs Network members forum thereafter if the CSOs Network steering committee is unable to resolve the issue which shall resolve those issues according to the CSOs Network Network's decision rules.
2. Periodic review: Every six months CSOs Network members will hold a review meeting to assess the implementation of the annual programmes and other issues affecting the implementation of this MOU.

**H. OTHER AGREEMENTS AND ARRANGEMENTS**

1. Pre-existing Agreements: All pre-existing agreements and arrangements, however styled, between any member of CSOs Network and other entities shall remain in force.

2. Dispute Resolution: disputes arising between CSOs Network members or between an individual member and CSOs Network shall be determined in accordance with the CSOs Network Rules.

**I. EFFECTIVE DATE AND TERMINATION**

1. Effective date and duration: This MOU will come into effect on the date of signature by founding members of the CSOs Network
2. Termination: This MOU may be terminated by a joint resolution of the CSOs Network members.
3. Withdrawal from the MOU: A member may withdraw from the MOU by notice to the CSOs Network and such member shall be deemed to have withdrawn once the resignation letter is laid before a meeting of the Network steering committee. After a party gives notice of its intention to terminate, unless the parties agree to a different period.
4. Any withdrawing member shall be bound to meet commitments made *apriori*, especially where the member had committed financial resources to ongoing projects, programmes and initiatives.

Signed by CSOs Network members;

**1. Name of the CSO**

Name: .....

Signature: .....

**Executive Director/CEO/Coordinator**

Date: .....

**Address of the organization**

In the presence of: (Implementing Officer)

Name: .....

Signature: .....

Date: .....

Title: .....