

Memorandum of Understanding (MOU)

GEP-MOU-00X Organization Name

This Memorandum of Understanding (MOU) is entered into between two Parties: On the one hand, **ARD Inc. Colombia Branch** (hereinafter “**Tt ARD**”), identified with Tax I.D. (NIT) number: **XXXXXX**, which is USAID’s Prime Contractor for the **Generando Equidad Program** (hereinafter **GEP**), represented by **Paula Cobo Arango, Director**; and, on the other hand, **[Name of the Organization]** (hereinafter **[Insert Name]**), which is identified with Tax I.D. (NIT) number: **XXXXXX** and represented by **[Insert Name of the Person]**. The terms and conditions outlined in this document shall govern the roles, responsibilities, duties, and obligations of each of the Parties of this MOU. However, it should be noted that this MOU is considered to be a *bona fide* agreement with the purpose of achieving the goals and objectives stated herein and is not legally binding or enforceable against the other Party involved.

A. PARTIES:

The First Party: ARD Inc. Colombia Branch is USAID's Prime Contractor for the **Generando Equidad Program (GEP)**. It is located at Carrera 11A No. 97A – 72, Office 503, Bogotá, Colombia, and its representative is **Paula Cobo Arango, Director**. GEP is a USAID-funded program that aims to reduce gender-based violence (GBV), generate economic opportunities for women, and foster positive changes in gender norms and attitudes.

And

The Second Party: [Name of Organization] is located at **[Address, City, Country]** and its representative is **[insert name of person]**. **[Include below a description of the organization]**.

B. OBJECTIVE

The parties mentioned above jointly agree to enter into this Memorandum of Understanding to reflect their mutual intention to cooperate and coordinate their efforts to **[include the main objective for joint efforts]**.

C. BACKGROUND

USAID's Generando Equidad Program started to be implemented on May 3, 2021 with a duration of 5 years, concluding on May 2, 2026. The Program collaborates with civil society, the private sector, and government actors to achieve equity and improve economic prospects for women in Colombia. It places particular emphasis on connecting women from vulnerable communities, including Afro-Colombians, indigenous women, women with disabilities, and the LGBTIQ+ community. The Program will additionally promote initiatives that involve men and boys to foster positive transformations in gender norms and roles. The Generando Equidad Program is implemented in regions of the Colombian Pacific, Montes de María and Bajo Cauca, as well as in the cities of Bogotá, Cartagena and Medellín.

The GEP Program activities are mainly focused on the following three objectives:

1. Enhance women's economic empowerment by increasing employment, creating entrepreneurial opportunities, incentivizing market-driven private sector investment, and reducing barriers hindering women's economic participation.
2. Foster positive changes in gender-related behaviors, customs, and attitudes to mitigate gender-based violence (GBV) and advocate for gender equality through cultural transformation strategies that emphasize shared responsibility and non-violence.
3. Improve access to and execution of public policies and services aimed at women's well-being by improving the capacity of government services and increasing awareness among civil society.

[Include the context in which the organization works and meeting points between the two organizations]

D. RESPONSIBILITIES OF THE PARTIES

D.1 Tt ARD, through the **Generando Equidad Program**, shall assume the following responsibilities under this Agreement:

- a. Work together with [Name of the Organization] to jointly implement actions that, when pertinent and relevant to both Parties:
 - Enhance women's economic empowerment; and/or
 - Positively transform gender norms and roles; and/or
 - Contribute to the enforcement of the country's gender normative framework; and/or
 - Raise awareness about activities that promote gender equality; and/or
 - Recognize actors that exalt gender equality; and/or
- b. Contribute resources in cash or in kind autonomously and independently, through its own processes, to support efforts aimed at advancing gender equality.

D.2 [Name of Organization] shall assume the following responsibilities under this Agreement:

- a. Develop a collaborative work plan with Tt ARD to implement joint actions.
- b. Allocate time and appropriate personnel, as per the specific activities, for the execution of the agreed work plan.
- c. Participate in person and/or virtually in the periodic meetings (at least one every 3 months) held for monitoring the progress of the agreed work plan and the implementation of joint activities defined within it.
- d. Independently provide resources in cash or in kind through their own processes, to support initiatives promoting gender equality .
- e. Provide resources in cash or in kind, autonomously and independently and through its own processes, to support efforts aimed at advancing gender equality.
- f. Submit reports in the designated formats outlining actions that contribute to the set of indicators of the Generando Equidad Program that is attached to this Memorandum.

D.3 Both parties acknowledge and agree that Tt ARD is responsible for executing the Generando Equidad Program under the guidance of USAID. Any commitments made by Tt ARD by means of this Memorandum of Understanding are subject to change at any time, based on USAID's direction and/or the availability of GEP funding.

E. TERM

The parties will fulfil their respective agreed-upon responsibilities for a timeframe extending from the signature date of this Memorandum of Understanding until **December 31, 2025**, unless terminated earlier as outlined in Clause K below.

F. FUNDS AND EXPENDITURE

This Memorandum of Understanding does not allocate funds for the benefit of **any of the Parties** or their employees. Unless explicitly and mutually agreed in writing, all costs and expenses incurred by either Party shall be borne by the Party incurring such expenses, and neither Party shall be obligated to reimburse the other.

G. COMMUNICATIONS

Daily communications concerning this Memorandum of Understanding as well as any notifications, requests, documents or other communications pertaining to the implementation of this Memorandum of Understanding shall be done in written form, in Spanish, and will be considered officially delivered or sent when transmitted to the Parties at the following addresses:

For **Generando Equidad Program:**

Claudia Roncancio – DCOP

Carrera 11A No. 97A – 72, Oficina 503

Bogota, Colombia

Email: claudia.roncancio@tetrattech.com

For **[Organization Name]**

Name

Position

Address

City, Colombia

Email:

H. CONFIDENTIALITY

Each Party agrees to keep confidential all privileged information received from the other Party, including, but not limited to, data, reports, technical plans, business plans, and any tax or financial information.

I. MODIFICATIONS

This Memorandum of Understanding may be amended periodically in writing by mutual agreement of both Parties when deemed necessary. However, GEP may unilaterally amend this Memorandum of Understanding as required due to changes in GEP's funding or scope of work.

J. DISPUTE RESOLUTION

Any doubt, ambiguity or conflict, if any, in the interpretation of this Memorandum of Understanding or any of its supplements, shall be resolved through mutual consultation between the Parties.

K. TERMINATION

Either Party may terminate the Memorandum of Understanding, in whole or in part, by providing written notice at any time prior to the expiration date. A notice period of 30 days is required for such termination to take effect.

L. GENERAL PROVISIONS

The Parties to this Memorandum of Understanding maintain the independence of their respective missions, mandates and accountability. This Memorandum of Understanding shall not replace or interfere with any other agreements or contracts entered into between the Parties before or after the signing date of this Memorandum of Understanding, unless otherwise specified herein..

It is understood that this Memorandum of Understanding does not establish either Party as a representative of the other for any purpose for any purpose, and neither Party is authorized to bind third parties or enter into contracts on behalf of the Parties, or create any liability for the Parties in any manner.

This Memorandum of Understanding and all notices and amendments thereto shall be executed in the Spanish language, with the option for translation into English. In case of any conflict between the Parties, the Spanish language version shall take precedence.

M. PROTECTION OF PERSONAL DATA

By signing this contract, **[insert the name of the person representing the organization]**, provides prior, explicit, and informed consent for the processing of his/her personal data as outlined in Clause G of this MOU, as well as any other personal data provided at the time of its execution.

These personal data will be processed at all times in compliance with the rules and principles outlined in Law 1581 of 2012, Decree 1074 of 2015 and other applicable regulations. They will be used exclusively for the execution and performance of this MOU, as well as for any potential future business relationships that may arise from it.

For this purpose, the Parties acknowledge that Tt ARD and **[Name of Organization]** shall act reciprocally as Data Controllers of the other Party's Personal Data.

Furthermore, the Parties recognize that, as the owners of the Personal Data, they have the rights stipulated in Article 8 of Law 1581 of 2012, which include the right to:

- Know, update and rectify their Personal Data vis-a-vis Tt ARD or **[Name of Organization]** or their respective Data Processors. This right may be exercised, among others, in instances of partial, inaccurate, incomplete, fragmented data that is misleading, or data whose Processing is expressly prohibited or has not been authorized.
- Request proof of the authorization granted, except when expressly excepted as a requirement for the processing, in accordance with Article 10 of Law 1581 of 2012.

- Be informed by Tt ARD or **[Name of Organization]**, upon request, regarding the use that has been given to his/her personal data.
- File complaints with the Superintendence of Industry and Commerce in cases of violations of the provisions of Law 1581 of 2012 and other regulations that amend, supplement or complement it.
- Revoke the authorization and/or request the deletion of the data when the Processing fails to adhere to constitutional and legal principles, rights, and guarantees. The revocation and/or deletion will proceed when the Superintendence of Industry and Commerce determines that Tt ARD and/or **[Name of the organization]** has incurred in conducts contrary to the law and the Constitution.
- Access their personal data that has been undergone processing, free of charge.

The specific procedures for exercising each of these rights will be detailed in the respective Personal Data Processing Policies of Tt ARD and **[Name of the organization]**, which will, in any case, align with the provisions of Articles 14 and 15 of Law 1581 of 2012.

N. ACCEPTANCE AND ENFORCEMENT

This Memorandum of Understanding is established on the date mentioned below, in two original copies in the Spanish language. The complete text holds equal authenticity. Both Parties shall indicate their acceptance of the terms of this Agreement on the lines provided below, and by initialling each page of this Agreement. The Parties hereby confirm their acceptance of the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have signed this Memorandum of Understanding:

Signed by **Tt ARD - GEP**

Signed by **[Name of Organization]**

Name: **Paula Cobo Arango**

Position: Director

Date: **xx August 2021**

Location: Bogota

Annexes.

1. Set of indicators

Name:

Position:

Date: **xx August 2021**

Place: