

Letter of Agreement for FHSSA Partners
Monday, March 15, 2010

This Letter of Agreement sets out the mutual understanding of the Foundation for Hospices in Sub-Saharan Africa, Inc. (“FHSSA”), **(name of organization 1), (name of organization 2)** in relation to FHSSA’s Partnership Program.

FHSSA, a principal place of business in the Commonwealth of Virginia and affiliate of the National Hospice and Palliative Care Organization, holds the status of a 501(c) (3) tax-exempt entity under the Internal Revenue Code. FHSSA assures that the recipient agencies in Africa are appropriate for the receipt of grants from tax-advantaged donations from U.S. contributors.

The FHSSA Partnership Program seeks to match individual African programs with individual North American hospices (or other charitable entities) having an interest in ongoing and more intensive relationships in support of the African agency’s programs. In accordance with FHSSA policy, all African hospice programs approved for inclusion in the Partnership Program will have demonstrated both that their programs are operated in keeping with accepted international norms for hospice and palliative care and that donated monies from FHSSA are earmarked for services or materials that are intended for the provision of that care. All contributions will be conveyed as grants by FHSSA for approved African partner hospice program overseas. Ordinary grants will be considered pre-approved in accordance with FHSSA’s policies.

The activities of FHSSA seek to provide U.S. donors with appropriate assurances that their gifts will be entitled to tax deductible status under Section 170 of the Internal Revenue Code because FHSSA will have provided its due diligence both prior to the making of grants and afterward in certifying the use of grant funds for intended purposes. Any request for funding that is not part of the services identified as “ordinary grants” remains subject to approval of FHSSA and to the requirements of its 501(c) (3) status and the requirements of Section 170 governing the deductibility of charitable contributions. All donations are deductible to the extent allowed by the law.

The Foundation reserves the right to suspend or terminate the participation of the US or African partner agency if, in the exercise of its reasonable judgment, it concludes that any portion of the grants have not been used in accordance with the purposes for which they were provided or if the actions of either partnered party is inconsistent with the terms of this Letter of Agreement, FHSSA’s policies or corporate purposes, or FHSSA’s 501(c) (3) tax status, or the requirements of Section 170. In this situation, the Foundation reserves the right to redirect funds to programs and/or activities consistent with the mission of the Foundation, provided that FHSSA consults with the U.S. partner to determine the most appropriate redirection of the funds given the intended purpose of the donations.

All contributions from donors made for the purpose of benefiting the U.S. Program’s African partner should be made payable to FHSSA and transmitted through FHSSA for subsequent granting to the African partner so that all contributions to scaling up hospice and palliative care services on the ground are part of the coordinated U.S.

response to HIV/AIDS in sub-Saharan Africa. FHSSA will provide IRS-required acknowledgement of donations to all eligible donors.

The organizational approval of the Program to participate in the FHSSA Partnership Program is indicated by the signature on this Agreement by the appropriate person legally authorized to enter into Agreements on behalf of the Program.

The use of the words “partner” or “partnering” herein is not intended to constitute or connote any formal “partnership” in the legal sense of the term.

By signing this agreement, **(US organization)** agrees to:

- a. Act in good faith with its African partner by having regular communications, offering ongoing collegial support, and offering revenue support when feasible on an annual basis. This communication should occur at least quarterly.
- b. Establish a Partnership Committee to coordinate partnership activities under the leadership of an organizationally-authorized person (volunteer or staff).
- c. Secure advance approval from FHSSA for all public communications that reference FHSSA or the Partnership Program.
- d. Make a good faith effort to contribute at least \$5,000 annually to the African partner, whereby 10% will be withheld by FHSSA to support and advance partnerships.
- e. Transmit donated partnership funds to (and through) FHSSA for grant-making purposes to the African partner.
- f. Complete and submit to FHSSA a Yearly Report distributed by FHSSA at the end of each calendar year.
- g. Visit and or exchange personnel in either direction at least every other year.
- h. Notify FHSSA of any changes to contact persons for the partnership.

By signing this agreement, **(African Organization)** agrees to:

- a. Act in good faith with its US partner by having regular communications, offering ongoing collegial support, and offering revenue support when feasible on an annual basis. This communication should occur at least quarterly.
- b. Secure advance approval from FHSSA for all public communications that reference FHSSA or the Partnership Program.
- c. Complete and submit to FHSSA a Yearly Report distributed by FHSSA at the end of each calendar year.
- d. Visit and or exchange personnel in either direction at least every other year.
- e. Provide an accounting of how funds wired to your program’s account are used over the course of the calendar year.
- f. Notify FHSSA when funds are received to their banking account from FHSSA.
- g. Notify FHSSA of any changes to contact or banking information.

As the coordinating entity of The Partnership Program, FHSSA agrees to:

- a. Work with the African Palliative Care Association (APCA), the Hospice and Palliative Care Association of South Africa (HPCA), and relevant African national palliative care associations to facilitate the partnering of the applicant US and African organization.
- b. Receive, acknowledge, and grant funds from the U.S. Program intended for the African partner, on a timely basis.
- c. Use the name and title of the U.S. partner program for any public communications which mention the U.S. partner program, thereby listing it with other programs connected to FHSSA's Partnership Program with prior approval from U.S. partner.
- d. Provide support, coaching, and mentoring to the Program on developing a productive and effective partnership.
- e. Include the Program on all relevant communications (including listserve) unless otherwise directed by the U.S. Program.
- f. Notify U.S. Program if additional funds have been received for scale-up opportunities that may benefit / enhance FHSSA, the U.S. Program and/or the African partner.
- g. Work with APCA, HPCA and any relevant African national palliative care association to resolve any partnership problems that emerge.
- h. Distribute and collect the Yearly Report, analyzing and reviewing the returned, completed report for enhancement of the individual partnership
- i. Work to secure grants in support of partnerships that may be available to the African Program.

Either program may terminate its participation in the Partnership Program at any time upon written notice to FHSSA. Nothing in this Agreement restricts the U.S. Program's ability to engage in independent fundraising, grant-making or other activities connected with Africa or African hospice and palliative care organizations, with the exception of the African partner.

Together, we affirm the goal of advancing hospice and palliative care services in Africa as an effective response of the American hospice movement to global HIV/AIDS, cancer, and other life-threatening illnesses, and we commit ourselves (FHSSA and the Program) to work together through the Partnership Program to achieve this goal.

Organization Name: Foundation for Hospices in Sub-Saharan Africa

Program: FHSSA Partnership Program

Signature of FHSSA Representative: _____

Date: _____

Program / Organization Name: _____

Name and Title: _____

Signature of Program Executive: _____

Date: _____

Program / Organization Name: _____

Name and Title: _____

Signature of Program Executive: _____

Date: _____

Please sign and date the Letter of Agreement. We ask that you return the form to FHSSA.
1731 King Street * Alexandria, VA 22314* enanney@fhssa.org