



**Memorandum of Understanding (MoU)
IPPF Hosting Agreement with the SheDecides Support Unit (SDSU)**

A formal legal agreement or Memorandum of Understanding (MoU) between the host agency (IPPF) and SheDecides will be considered, agreed and reviewed by the Guiding Group of SheDecides Champions, and the operation of that agreement will be the responsibility of the SDSU. The SDSU will manage direct relations with the host, including in areas such as fees and payments for rent and other services, financial arrangements and flows, technology and other infrastructure needs, and other services that might be negotiated and agreed to in a hosting contract (e.g., access to and use of travel services). The operations manual, including related policies, will be agreed with the host agency to take into consideration their legal and policy requirements and to ensure that all matters related to operations, and working effectively within the host agency are clearly articulated to members of the SDSU.

This MoU will be reviewed in Q1, 2019 upon the appointment of a Lead and updated as required.

Scope of MoU

This document covers a full range of issues that allows IPPF to host, while providing the SDSU with the flexibility and agility and independence to operate, while at the same time not exposing IPPF to fiscal or legal risk or liability.

The MoU covers the important areas for the SDSU to be hosted by IPPF that will let it benefit from the legal and "back office" support of an established organization (IPPF), and at the same time ensures that the SDSU's small agile team is able to act independently in support of the SheDecides movement. The SDSU is an independent entity, governed by an inclusive and representative group, the "Guiding Group of SheDecides Champions" which is responsible for raising the funds sufficient for it to deliver the SheDecides Strategy and the work agreed, by the Guiding Group in an annual costed work plan for the SDSU. IPPF agrees to hold these monies for that purpose and to employ the SDSU staff team, and provide support to the SDSU to deliver the directions agreed through the SheDecides governance structures.

An important component of the SheDecides Strategy is how the SheDecides movement takes action to "Unlock Resources" that will deliver the SheDecides manifesto, including to mobilize resources for organisations affected by the Global Gag Rule. This MoU does **not** cover this work,

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and instead relates to resource mobilisation for the operational costs of the SDSU to undertake its work supporting the SheDecides movement.

SheDecides is a global political movement driving change, fueled by action in communities and with young people at its heart. It has 40 Champions (at October 2018) and a Guiding Group of SheDecides Champions that governs the movement and to whom the SDSU reports. The Guiding Group takes on the functions of a Board; it may appoint timebound “Buzz Groups” which function as committees or working groups to advise the Guiding Group on specific issues. Alvaro Bermejo (IPPF DG) will sit on the Guiding Group when IPPF takes over from CIFF as the host on 1 December 2018.

This MoU includes:

1. Human Resources issues, staffing and recruitment
2. Contracting, including consultancies
3. Finances, receiving funds from donors and financial monitoring
4. Other legal liabilities and responsibilities
5. Intellectual Property
6. Governance of the SheDecides movement
7. Clarity about what IPPF will and will not provide in its role as host entity

1. Human Resources issues, staffing and recruitment

1.1 Relationship between SDSU Staff and IPPF

- 1.1.1** The SDSU lead reports to the Chair and Vice Chair of Guiding Group of SheDecides Champions, who represent the Guiding Group on all SheDecides matters; and reports to the Director of External Relations on administrative and IPPF institutional matters in its capacity as an IPPF employee, bound to the same terms and conditions that all IPPF staff enjoy.
- 1.1.2** The staff of the SDSU are recruited by and report to the Lead of the SDSU in adherence to IPPF terms and conditions.
- 1.1.3** All staff and consultants employed by the SDSU (including the Lead) will be engaged by the SDSU, who comply with IPPF systems and procedures.
- 1.1.4** IPPF, as host, is legally responsible for all the staff it employs, and that will include members of the SDSU. Salaries, benefits, expenses and all payments for staff will be in line with IPPF rules, and staff will have to follow all IPPF employment-rules, including if there are any disputes.

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1.2 SDSU Lead

- 1.2.1** The Guiding Group of SheDecides Champions will be responsible for drafting job descriptions and ToR for the Lead and setting annual performance objectives.
- 1.2.2** The Job descriptions will be reviewed and benchmarked by IPPF to keep them in line with IPPF scales, including to determine comparable salary levels and grades. Any questions by IPPF HR to clarify tasks in the job description for the purpose of bench marking should come back to the Guiding Group of SheDecides Champions.
- 1.2.3** The recruitment panel will include one IPPF representative (likely from human resources) and 2-3 additional members from the Guiding Group of SheDecides Champions as determined by the Guiding Group Chair and the Vice Chair.
- 1.2.4** The full Guiding Group of SheDecides Champions will be advised of the recruitment panel's preferred candidate before any job offer is made for their agreement. No job offer or appointment will be made for the position of SDSU Lead without approval from the Guiding Group.

1.3 Performance Assessment

- 1.3.1** The performance appraisal of the SDSU Lead is undertaken by a small committee from the Guiding Group of SheDecides Champions, which would include the Chair of the Guiding Group. It will follow IPPF formats and processes, and IPPF will be invited to provide inputs to the process to ensure that the SDSU is complying with IPPF systems and expectations.
- 1.3.2** This respects the role of the Guiding Group of SheDecides Champions in the Lead's oversight, while IPPF has HR and legal responsibility.
- 1.3.3** The Chair of the Guiding Group of SheDecides Champions will notify IPPF HR of any disciplinary issues or major concerns for the Lead and IPPF would likewise notify the Guiding Group Chair if there are any concerns concerning the Lead in respect of the hosting of the SDSU.

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- 1.3.4 There are examples where – for legal and reputational reasons (e.g. related to safeguarding or illegal activity) – IPPF would take primary responsibility. IPPF will never take action related to the employment of the SDSU Lead without involving the Guiding Group of SheDecides Champions.

1.4 Other SDSU Staff

- 1.4.1 The SDSU Lead will be responsible for drafting job descriptions and ToR for the staff, (as well as consultants and contractors).
- 1.4.2 The SDSU Lead undertakes primary responsibility for the selection and management of all members of the SDSU (acting within IPPF rules for advertising and recruitment and taking advice from the IPPF HR department as needed).
- 1.4.3 The SDSU Lead will comply with IPPF recruitment policy and will have final decision-making responsibilities and rights – including in respect of any internal IPPF candidates - taking advice from the IPPF HR department and conducting the process in line with IPPF internal employment processes and systems.
- 1.4.4 Similarly, if any related action is required for other SDSU staff member, the SDSU Lead will be fully involved and IPPF will not conduct appraisals or (in the extreme case) terminate any SDSU contracts without seeking agreement from the SDSU Lead.

1.5 Performance Appraisal

- 1.5.1 The performance appraisal of the SDSU staff is undertaken by the Lead or designate of the lead, and as an IPPF employee, they will comply with the IPPF performance management processes.
- 1.5.2 If the SDSU Lead initiates efforts to discipline or terminate SDSU staff they must comply with HR processes, as the host (given that as the official employer then will have responsibility for post-termination legal, financial and other issues).

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2. SDSU Contracting, including consultancies;

- 2.1.** The SDSU has the responsibility to follow IPPF procurement and recruitment procedures, and then the right to decide which consultants and contractors to hire, including for outsourced communications, brand development and documentation work.
- 2.2.** Once a party is ready to be contracted, the SDSU provides the appropriate IPPF department with a draft TOR, including scope of work, delivery dates, reporting lines and payment schedules, and follows IPPF due processes to transfer into a contract and then issue.
- 2.3.** Any negotiations with vendors and consultants on the scope and terms of the contract are done by the SDSU with support from IPPF regarding compliance on legal, administrative and financial requirements.
- 2.4.** Invoices are checked and submitted for payment by SDSU, in alignment with IPPF due processes.

3. Finances, receiving funds from donors and financial monitoring;

- 3.1.** All funds for *SheDecides* Support Unit (SDSU) must be transferred to, and disbursed by IPPF directly.
- 3.2.** SDSU is responsible for mobilizing the resources it needs to operate and (re)negotiate the terms under which financing is made available.
- 3.3.** All funds raised by the SDSU are for the SDSU and related activities, and are not intended for SRHR organisations affected by the Global Gag Rule.
- 3.4.** SDSU will keep IPPF's Director of External Relations informed at all times of the status of resource mobilization.
- 3.5.** IPPF staff provide assistance in the form of advice on the shape of existing relations and agreements with donors.
- 3.6.** Applications for funding are co-signed by the Lead of the SDSU and the Director of External Relations. All proposals and reports to SDSU donors, are managed by SDSU staff.

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- 3.7. IPPF will create a separate cost-centre for the SDSU, into which the funds earmarked for SDSU will flow. IPPF provides its financial management and budget monitoring system, working with the SDSU Lead to ensure that this enables the SDSU to have accurate forecasts and expenditure reports, and training SDSU staff who need to use this system.
- 3.8. In line with IPPF's procurement policy, the SDSU lead will instruct Central Office Finance (via Netsuite) when payments to partners are to be made, in what currency and on what timeline, based on already agreed funding arrangements and contracts.
- 3.9. The SDSU Lead is fully responsible for budget execution, in line with IPPF procedures and the financial management system.
- 3.10. SDSU is responsible for preparing narrative and audited financial reports to its donors and the Guiding Group of SheDecides Champions.

4. Other legal liabilities and responsibilities

- 4.1. SDSU is not a separate legal entity to IPPF and is established as an unincorporated unit within IPPF. However, SDSU is autonomous and it communicates this autonomy, in line with the guidelines provided in the SheDecides Style & Identity Guide and delivering the SDSU workplan that is independent of IPPF.
- 4.2. As at the date of this MoU, IPPF is expecting to receive earmarked funding towards the running costs of SDSU. These funds will be fully managed by the SDSU.
- 4.3. SDSU is responsible for ensuring they generate enough funds to support the cost of staffing and implementing the work plan year on year.

The SheDecides brand is a separate and independent brand under the banner of SheDecides and separate to any IPPF branding.

5. Intellectual Property issues

- 5.1. IPPF holds all SheDecides related IP on behalf of the SheDecides movement.
- 5.2. All mentions of IP refer to the full scope of products, items, processes and structures that could fall within IP, including those not specifically mentioned in legal documents [The "Sweeper clause"].

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6. Governance of the SheDecides movement

6.1. SDSU is not a separate legal entity to IPPF. It is established as an unincorporated unit within IPPF, and it is governed by the Guiding Group of SheDecides Champions. The SDSU Lead reports to the Chair of the Guiding Group of SheDecides Champions.

6.2. The roles and responsibilities (of any) IPPF regional networks vis-à-vis SheDecides movements at regional and national level needs to be clarified with local Friends and Champions, and the engagement will need to be in line with the Guidance document "SheDecides at Local Level". The independence, conceptually and in terms of governance and leadership, and the character of SheDecides local and regional movements is essential to ensure that there is no (perception of) capture by any individual organisation or sector. Guidance on this will be provided by the SDSU and updated as required. The SDSU should periodically propose updates to the MoU to reflect on the relationship between IPPF and local and regional SheDecides movements, and explore how this can best be structured, implemented and organized.

The SDSU budget allows for limited stipends to be paid to youth leaders and Youth Champions who require additional financial support to engage effectively in the work of the movement. These stipends are included in the annual budget, which is agreed through the SheDecides governance processes, notably the annual agreement of the costed work plan by the Guiding Group of SheDecides Champions (on which the host is represented). Administratively these are disbursed in line with IPPF financial policies and procedures.

7. Clarity about what IPPF will and will not provide in its role as host entity

7.1. SDSU staff will enjoy all of the Terms and Conditions of being an employee of IPPF, in line with all IPPF staff.

7.2. IPPF will host SDSU, including provision of space in central office and ensure access to the Federation, as appropriate. SDSU staff may be located at regional or national level, if agreeable to the SDSU Lead and the appropriate IPPF counterpart. Any solution(s) should allow the SDSU to remain independent and able to access the networks that IPPF affords.

7.3. One objective of the hosting arrangement is to give access to IPPF's extensive global presence including the network across 152 countries. IPPF offers a valuable infrastructure for local movement building.

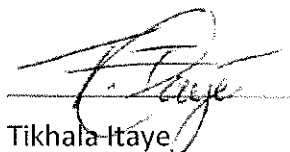
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- 7.4. A 10% overhead cost will be charged against the overall SDSU budget and this will ensure full back of house support. Overheads are defined as indirect costs, which cannot be attributed to a particular programme / project and include the salaries and other costs of **the following departments:** finance, human resources, information technology and office facilities. All organizations require overheads to ensure that their programme delivery is provided with adequate support from finance, human resources, office support and information technology.
- 7.5. Desk space is available for all SDSU staff in the Central Office. Part of the negotiation with any regional or national positions is to ensure desk space, however the assumption is that SDSU staff will enjoy the same Terms and Conditions no matter where they are hosted.
- 7.6. SDSU will be responsible for purchasing their own IT goods, including mobile phones, and overhead will not be charged against these purchases. For full IT support, SDSU staff should use the same equipment, as access to IPPF's IT support is included in this agreement on the assumption that the goods are compatible.
- 7.7. IPPF will provide the financial architecture and systems, including checks and balances necessary for donors to invest in the SDSU. SDSU staff have access to all these systems.
- 7.8. SDSU staff will have access to, and training in IPPF applications including Netsuite, Cascade, SharePoint, the travel security site, Work Space and any other platforms as relevant.

Signed



Mina Barling
Director, External Relations
IPPF



Tikhala Itaye
Chairperson
SheDecides