

PROTOCOL OF COOPERATION
Between
COOPERATIVE HOUSING FOUNDATION
doing business as Global Communities
And
“United Local Community of Village Verkhnia”

Cooperative Housing Foundation, doing business as Global Communities, implementing the USAID-funded Decentralization Offering Better Results and Efficiency Program (hereinafter - DOBRE), in person of Chief of Party, Barry Joseph Reed, acting as representative of Global Communities, on the basis of the Power of Attorney, on the first part, and

“United Local Community of Village Verkhnia” in person of the village head Filipovych Mykola, acting on the basis of the Law of Ukraine “On local government in Ukraine” as chief executive for the consolidated community of **“ULC of Village Verkhnia”** (hereinafter, **ULC**) on the second part, hereinafter together called “The Parties”

In view of Global Communities implementing USAID Cooperative Agreement Number AID-121-A-16-00007, a timely and important investment to support Ukraine’s decentralization policy and building stability, economic prosperity and democratic development in line with European standards for local self-governance, issued on June 8, 2016; and

Emphasizing the need to combine efforts to improve local governance and form capable territorial communities in Ukraine generally, and successfully implement decentralization reform in this community specifically, have signed this Memorandum.

I. Background and Discussion

USAID funded the DOBRE activity to support decentralization reform, strengthen local governance, deepen democracy, improve conditions for development of communities and promote stability across Ukraine. DOBRE will do this by helping build effective and responsive local government management that delivers tangible benefits to citizens and helps key regions quickly realize reforms. DOBRE will help build a constituency for the decentralization reform. As local governments become more reliant on local sources of revenue, the pressure to be more locally accountable to citizens will increase.

DOBRE will provide assistance to 75 newly amalgamated communities in the following Oblasts: Dnipropetrovsk, Ivano-Frankivsk, Kharkiv, Kherson, Kirovograd, Mykolayiv and Ternopil. DOBRE will select those 75 communities using a competitive selection process with transparent criteria. MRD, VASSR and USAID will participate with DOBRE in the selection of partner communities.

DOBRE will address both the supply and demand sides of good local governance:

- C. Local government effectively manages resources and services that respond to community priorities. DOBRE will address the comprehensive capacities needed by local governments to carry out their responsibilities as newly consolidated communities. The needs at the local level are substantial, covering a wide range such as capacity building for local councils, facilitation of participatory budgeting, strategic planning, public services, inclusive processes to integrate and address the needs of vulnerable community members (i.e. people with disabilities, the displaced and the elderly), public oversight of government decision making and activities, planning and management systems, public relations and outreach, ICT and local public-private partnerships.
- D. Improved citizen engagement and oversight in local governance. This will focus on assisting local civil society organizations as well as the local business community to work directly with local governments. This could include their engagement in local governance processes, citizen/civil society initiated monitoring and oversight of local government, social accountability mechanisms, engagement of youth, vulnerable groups (e.g. people with disabilities, internally displaced persons, women, the elderly, ethnic and religious minorities) etc.

II. Responsibilities of the Parties

- A. DOBRE shall be responsible for the following:
 - 8. Provide technical assistance to support “ULC” in implementing decentralization reform, including but not limited to:
 - a. Preparation of a strategic plan that brings all communities together to assess their current status, identify challenges and outline actions and assistance to succeed
 - b. Identifying local economic development needs and create plans for solutions
 - c. Improving public services based on local conditions and citizen needs
 - d. Strengthen other local government operations identified by the strategic plan or other assessments as needed to improve CC performance
 - e. Develop better budgeting and financial management systems and practices to build trust and confidence of citizens
 - f. Integrate different mechanisms for citizens, civil society and business community to participate in decision making and other aspects of local governance, launch public oversight mechanisms to reduce corruption risks
 - g. Provide better information to citizens, civil society and business community on local government activities, plans and results
 - 9. Conduct surveys and assessments to track progress of the local government
 - 10. Provide funds to help implement identified needs, particularly in local economic development, service delivery improvements and infrastructure
 - 11. Work with the local government and community on different monitoring, transparency and anti-corruption mechanisms to strengthen trust between the local government and its community
 - 12. Help establish a Youth Local Council or other mechanism for youth engagement to voice the concerns and needs of youth to the local government

13. Provide small grants to community groups and organizations to stimulate engagement, monitoring and communications between citizens, civil society and the business community and their local government
14. Other assistance and support as mutually agreed upon by both parties

B. ULC shall be responsible for the following:

12. Fully cooperate in all aspects of DOBRE programming and assistance
13. Designate an official point of contact for DOBRE
14. Provide space for DOBRE team members when they visit the community and provide support
15. Make relevant staff and officials available for capacity building and technical assistance activities, events, etc.
16. Cooperate on implementation of surveys and assessments that measure and track their progress
17. Provide budgetary, financial, statistical and other information to DOBRE as needed for programming and reporting and in conformity with Ukrainian law
18. Collect information and report on program activities as requested by DOBRE
19. Share program results with the public and other CCs
20. Strengthen cooperation with its citizens, civil society and the business community
21. Participate in cost sharing as it relates to in-kind grant awards from DOBRE
22. Use any equipment and/or capital improvements provided by DOBRE (if any) to **ULC** for the purposes intended and specified by the program

III. Amendments

Any change or modification to this MOU shall be in writing and agreed to by both parties.

IV. Term and Termination

The term of this MOU is from the date of signing of this MOU to March 26 2021.

Either party may terminate this MOU without penalty or liability by giving the other Party thirty (30) days written notice.

V. Disputes

Any disputes resulting from this MOU shall be resolved through good-faith discussions between the parties.

VI. Effect of MOU

This MOU does not constitute a legal obligation or binding agreement or effect an obligation of funds by either of the Parties. It does not contemplate a transfer of funds from one Party to the other Party or assumption of liability by either Party. In order to provide the assistance described

in this MOU, either of the Parties may enter into such contracts and other instruments with public and private parties as it deems appropriate. It is these instruments, once fully executed, that will constitute legal obligations of the Parties. In the event of any conflict between the terms of such instruments and the terms of this MOU, the terms of the other instruments shall prevail. No third party may claim rights under any such instrument as a third party beneficiary even though they may benefit from the assistance provided under such instruments.

IN WITNESS THEREOF, the undersigned, being duly authorized by the Parties hereto, have signed this MOU in two (2) originals in the English language.

FIRST PARTY


Name Barry J. Reed
Title Chair of Party
Organization Global Summit (DOPRE)

SECOND PARTY

**United Local Community of
Village Verkhnia
Kalysh district
Ivano-Frankivsk region**

Filipovych Mykola
village head
ULC of Village Verkhnia

Date: _____

