

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
NATIONAL CHARITABLE FUND (NCF)
AND
NIGERIAN COMMUNITY IN GREATER CLEVELAND (NCGC)**

INTRODUCTION

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), dated _____, 2018 between [NATIONAL CHARITABLE FUND] ("NCF"), a wholly owned Subsidiary of NIGERIAN COMMUNITY IN GREATER CLEVELAND ("NCGC"), and the NIGERIAN COMMUNITY IN GREATER CLEVELAND. Both NCGC and NCF operate primarily in the Northeast Ohio with offices in Cleveland and suburbs.

PREAMBLES

WHEREAS, The National Charitable Fund (NCF) is an IRS Tax-Exempt 501 (C)3 Organization that was created in 1996 by The Nigeria Community in Greater Cleveland (NCGC) to:

1. Establish a Nigerian Cultural Center to promote diverse cultural heritage in Northeast Ohio.
2. Organize lectures, Symposium, festivals, dances, etc., to promote diverse cultural heritage
3. Award scholarships to deserving students in Northeast Ohio.
4. Provide educational supplies (books, computers, and other supplies) to deserving students, and

WHEREAS, The Nigeria community In Greater Cleveland (NCGC) is a *not for profit organization that was established in 1991 with the goals to*

1. Support and assist its members and non-members whenever feasible.
2. Foster unity among its members and provide a forum for exchange of ideas
3. Promote Nigerian culture in the Greater Cleveland community and beyond.
4. Promote scholarship and the pursuit of educational excellence.
5. Recognize the rights and responsibilities of Nigerians in the city of Cleveland, the State of Ohio, and, the United States of America.
6. Maintain a physical location within the Greater Cleveland Community and environ where official activities of the organization are conducted.
7. Have the authority to acquire, invest and dispense property for the sole purpose of NCGC

WHEREAS, in accordance with Article II Section 2.2 of NCF's Bylaws which states that the Fiscal and Administrative Relationship between NCF and NCGC, shall be executed in a Memorandum of Understanding (MOU).

WE THE UNDERSIGNED REPRESENTATIVES of NCF and NCGC hereby affirm that this MOU is intended to assist the two organizations achieve their objectives as outlined below.

PURPOSE OF THIS MOU:

NCGC raises funds from Independence Celebrations, direct donations for Nigeria House, Scholarships, Ticket Sales and other similar projects. Many donors request Tax exemption certificates for their donations. NCGC is a non-profit but not Tax exempt, whereas NCF is non-profit and Tax Exempt.

This MOU therefore permits NCF to receive all donations on behalf of NCGC on all fundraising projects and issue tax exemption certificates to those donors.

ROLES AND RESPONSIBILITIES:

NCGC will organize the Independence Celebrations, print tickets and brochures and all similar fundraising events.

NCF shall in collaboration with NCGC Financial Secretary receive all proceeds and issue tax exemption certificates.

NCF is to organize annual health fair, grant writing and other fundraising activities and apply the proceeds to the Scholarship Funds and other designated projects.

NCF is to disburse all tax-deductible funds by NCF for and on behalf of NCGC in compliance with IRS non-profits and tax-exempt rules and regulations.

NCF is to collaborate with NCGC to define the scholarship award requirements and select scholarship award winners.

EFFECTIVE DATES AND AMENDMENTS:

This MOU shall take effect upon signing by both Parties and shall remain in effect for a period of two (2) years from that date unless earlier terminated.

The MOU may be renewed at the end of this period by mutual written agreement by both Parties.

The provisions of this MOU may only be amended or waived by mutual written agreement by both Parties.

TRANSFER OF FUNDS:

The parties acknowledge and agree that this MOU does not create any financial or funding obligation on either party, and that such obligations shall arise only upon joint execution of a subsequent agreement or work plan (which shall include a budget) that specifically delineates the terms and nature of such obligations and that references this MOU. Such subsequent agreements or work plans, and budgets, will be subject to funding being specifically available for the purposes outlined therein. All the parties' funds are further subject to either party's obligation to expend the party's funds solely in accordance with the agreed upon budget and the line items contained therein.

DISPUTE RESOLUTION:

The Parties recognize that an MOU is not a legally binding document therefore in the event of any dispute between the Parties relating to this Agreement, the Parties shall first seek to resolve the dispute through informal discussions. In the event any dispute cannot be resolved informally within sixty (60) calendar and consecutive days, the Parties agree that the dispute will be presented to the NCGC general body that would have the final adjudication.

ACCOUNT RECONCILIATION:

The NCGC and NCF financial team shall at the end of each venture reconcile the accounts and present the report to NCGC general house within two weeks from the end of such venture.

RESERVE ACCOUNT:

NCF shall open a reserve or investment account on behalf of NCGC and deposit agreed percentage of the excess fund to the account and disbursed directly to designated projects as the need arises.

AUTHORITY:

Whereas: The Nigeria Community in Greater Cleveland (NCGC) will exercise administrative authority over The National Charitable Fund (NCF) through the followings:

1. Approve nomination of members to the NCF Board of Directors
2. Approve joint venture reconciled account
- 3 Approve the disbursement of reserve or project fund from the Reserve/Investment Account
4. NCF shall give a bi-annual report of its activities to the general body of NCGC.

Whereas: The National Charitable Fund (NCF) will act as Fiscal Agent on Behalf of the Nigerian Community in Greater Cleveland (NCGC) in all events to which tax-exempt apply:

The NCF will collect and disburse fund as designated in accordance with the IRS compliance rules and regulation as it affects non-profit and tax-exempt organizations.

The NCF will issue all donors' tax-deductible documents as the need arises.

The NCF Treasurer and NCGC Financial Secretary shall at the completion of each venture, reconcile the account and present such to the general body for approval within two (2) weeks from the end of such venture.

The NCF shall include in its bi-annual report the balance in the reserve/investment account to NCGC general body for approval.

