MEMORANDUM OF UNDERSTANDING
BETWEEN
THE WORLD FEDERATION OF THE DEAF
AND
DISCOVERING DEAF WORLDS
1. INTRODUCTION

This Memorandum of Understanding (the ‘MOU’) outlines procedures and guidelines for a mutually agreed collaborative relationship between the World Federation of the Deaf (the ‘WFD’) located in Helsinki, Finland and Discovering Deaf Worlds (‘DDW’) located in Rochester, New York, United States of America (together, the ‘Parties’).

WHEREAS: The official language for written communication between the Parties is English.

WHEREAS: The MOU recognises that the Parties are organisations as described in point 2.

WHEREAS: The Parties are represented respectively by the WFD President, Colin Allen, and DDW President, Shane Feldman.

WHEREAS: The MOU respects the Parties’ respective philosophy.

WHEREAS: The MOU is presented as an agreement and is not intended to be legally binding.

2. BACKGROUND

World Federation of the Deaf
Established in Rome, Italy, in 1951, the WFD is an international non-profit and non-governmental organisation of deaf associations with a current membership of 133 countries worldwide. Associate members, international members and individual members also make up the WFD’s membership base. The WFD has eight Regional Secretariats and one Co-operating Member. The WFD Youth Section is also part of the WFD. The WFD is based in Helsinki, Finland, where the WFD Secretariat operates. The vision of the WFD is to promote human rights of deaf people including recognition of sign language(s) in all aspects of life. To fulfil its mission, the WFD partners with the United Nations and its agencies, national organisations of deaf people, and other relevant stakeholders.

Discovering Deaf Worlds
Founded in 2006, DDW is a non-governmental organisation based in Rochester, New York, USA, with the mission to advance the self-determination of signing Deaf Communities through local capacity building in developing countries. The DDW fulfils its mission by providing leadership and organisational development capacity building training to deaf associations in these areas, and is currently the only known deaf-led organisation fully focused on this work. DDW, as part of its principal values, adheres to the WFD guidelines and policies such as, but not limited to, ‘Best Practices and Ethics for Development Co-operation Projects (2016)’

3. PURPOSE

3.1. The Parties recognise that they share common values in promoting human rights of deaf people through sign language(s).

3.2. The Parties agree to reasonably cooperate and collaborate in opportunities that contribute to the shared values, including providing leadership and advocacy to Deaf Communities in developing countries.

3.3. The Parties agree to observe the responsibilities derived from the MOU pursuant to clause 4.
4. RESPONSIBILITIES

4.1. Parties commit to reasonably promote any collaboration and cooperation on their respective communication platforms (i.e. official website, social media, newsletters, regular mail outs).

4.2. Parties agree to actively exchange information on mutually benefiting grant opportunities for developing countries that aligns with the MOU and their respective philosophies.

4.3. Parties reasonably assist with making connections and building relationships with potential in-country national deaf associations, for mutual grant opportunities.

4.4. Where collaborative grant opportunities exist to support the national deaf associations in developing countries, Parties commit to provide their respective expertise within the agreed nature of their respective participatory role.

4.5. Parties commit to reasonably exchange information and best practices on each other’s respective approach in training and empowering, as well as explore ideas for assisting national deaf associations in developing countries. WFD will also serve as a subject matter expert to DDW where and when available in areas including but not limited to policy development, program development, position papers, and so on.

4.6. Parties will ensure that both organisations’ logos are present on public relations, marketing, and other material that is disseminated about collaborative effort(s) by the parties.

5. PLANNING AND MANAGEMENT OF ACTIVITIES

Each distinct collaboration program or activity will be described in a separate protocol document drawn up jointly by the parties, and signed by the heads of these parties. Such documents will specify the names of those individuals in each organisation responsible for the implementation of the program.

6. FUNDING OF ACTIVITIES

Any subsequent, additional operating and licensing agreements shall make financial costs and obligations explicit. Furthermore, any costs/fees resulting from a project/collaboration are to be borne entirely by the party incurring the cost, with no expectation of reimbursement or cost sharing by the other party unless agreed to in writing. Parties are encouraged to work together to identify and secure any outside funding which may be needed. Collaborative projects requiring funding must be approved by both organisations in writing.

7. DURATION

The MOU shall become effective upon signature by the authorised representatives from the WFD and DDW, and will remain in effect unless it is revised (pursuant to point 9) or terminated in writing (pursuant to point 10).

8. REVIEW

The MOU shall be periodically reviewed every two (2) years from the date of signing.

9. REVISION

Any variation to the MOU shall be made in writing and signed by both Parties.

10. TERMINATION

Both Parties shall have the right to terminate the MOU by giving at least thirty (30) days’ notice in writing.
11. DISPUTE RESOLUTION

The Parties shall attempt in good faith to resolve any dispute derived from the MOU by means of consultations and negotiations between the Parties.

12. CONFIDENTIALITY

12.1 The parties agree and acknowledge that both the terms of this MOU and the discussions relating to the collaborative activity of the Parties are confidential and neither party will disclose them without the prior written consent of the other party.

12.2 Each party agrees that it shall not at any time disclose to any person any confidential information concerning the activities, business, or affairs of the other party except as permitted below:

a. To its employees, officers, or advisers who need to know such information for the purposes of carrying out this MOU. Each party shall ensure that its employees, officers, or advisers to whom it discloses the other party’s confidential information comply with this clause; and

b. As may be required by law, court order, or by any governmental or regulatory authority.

12.3 No party shall use or disclose any other party’s confidential information for any purpose other than to perform its obligations under this MOU.

13. ENTRY INTO FORCE

By signing below, the Parties agree to the above Responsibilities outlined in the MOU.

There are no expressed or implied conditions, warranties, promises, representations or obligations, written or oral, or signed in relation to the MOU other than those explicitly stated in it or necessarily implied by international law.

WORLD FEDERATION OF THE DEAF

Signed at Washington, DC, USA on the 10 day of March, 2017

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Mr Colin Allen, President        Dr Joseph Murray, Vice-President

DISCOVERING DEAF WORLDS

Signed at Washington, DC, USA on the 10 day of March, 2017

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Mr Shane Feldman, President       Ms. Khadijat Rashid, Vice President