

**MEMORANDUM OF UNDERSTANDING  
Between**

**Santa Clara University**

**and**

**Catholic Relief Services—USCCB**

***At a time of dramatic global changes and challenges, Catholics in the United States face special responsibilities and opportunities. We are members of a universal Church that transcends national boundaries and calls us to live in solidarity and justice with the peoples of the world. We are also citizens of a powerful democracy with enormous influence beyond our borders. As Catholics and Americans we are uniquely called to global solidarity.***

**USCCB: Called to Global Solidarity (1997)**

**Preamble**

This memorandum between Santa Clara University and Catholic Relief Services – United States Conference of Catholic Bishops (CRS) establishes the broad mutual understanding of our two organizations regarding our strategic relationship for establishing and operating programs that share our mission, vision and values. We recognize the autonomy of each organization and enter this agreement in a spirit of mutual trust, respect and a shared commitment for social justice and the preferential option for the poor. This Memorandum of Understanding is therefore a statement of mutual intent to which the two organizations are bound. For specific jointly developed programs, agreements will be entered into in the form of a project proposal or other documents based on specific program plans and budgets.

**1.0 Parties to the Memorandum of Understanding**

- 1.1 Organizations to this Memorandum of Understanding are Santa Clara University and Catholic Relief Services (CRS), herein after called the parties.
- 1.2 This MOU does not preclude each party from working independently with other organizations of the Church in the United States engaged in similar efforts. However, the parties shall be transparent about the establishment of these collaborations with other organizations, as they affect the collaboration.

## 2.0 **Identity of the Parties**

2.1 Santa Clara University and CRS affirm that they are both autonomous Catholic organizations with a common goal: to advance the Catholic values of global solidarity, peace and social justice through scholarship, formation, service, action and advocacy. The parties shall therefore work together to fulfill their common goal while affirming their different identities.

## 2.2 **Mission Statement of Santa Clara University**

**Santa Clara University, located in the Silicon Valley near San Jose, California is a major Catholic, Jesuit University. Santa Clara University embraces the educational philosophy of educating the whole person of solidarity for the 21<sup>st</sup> century globalizing world.**

The Jesuit commitment to faith, justice and solidarity is consistent with CRS' mission. This commitment provides common ground in our effort to collaborate on international social justice issues and programs. The Jesuit principle of "*the service of faith through the promotion of justice*," that must be integrated into each Jesuit work, deeply resonates with our goals. Additionally, through their transnational network of 28 U.S. colleges and universities and with a 25-year history of integrating the Jesuit identity in institutions of higher learning, the Jesuits are engaged, as are we, in educating their students to become faith-filled citizens of the world. Thus, a partnership between CRS and Jesuit colleges and universities will facilitate the promotion of social justice on a wider scale.

The Jesuit commitment to a faith-informed higher education has been restated concisely in some seminal statements by the Superior General of the Society of Jesus, Father Peter-Hans Kolvenbach, in a 1989 address at Georgetown University:

"Students should be challenged to use concern for the poor as a criterion so that they make no significant decision without first thinking of how it would impact the least in society."

At Santa Clara University in October 2000, Fr. Kolvenbach said,

- "The service of faith reflects Christ as Suffering Servant in his total dedication and service to God in laying down his whole life;

- The promotion of justice happens both through words and in deeds as a “concrete, radical but proportionate response to an unjustly suffering world;”
- Jesuit education endeavors to educate "the whole person" intellectually and professionally, psychologically, morally and spiritually;” and
- Graduates, as a group, are characterized by a “well-educated solidarity.”

This Jesuit vision of education is clearly global and captures the balance between the local and the international, challenging students to integrate the two by thinking and acting on both levels.

### 2.3 **Mission Statement of CRS—USCCB**

Catholic Relief Services was founded in 1943 by the Catholic Bishops of the United States to assist the poor and disadvantaged outside the country.

It is administered by a Board of Bishops appointed by the President of the National Council of Catholic Bishops (and lay members selected by the Board) and is staffed by men and women committed to the Catholic Church's apostolate of helping those in need. It maintains strict standards of efficiency and accountability.

The fundamental motivating force in all activities of CRS is the Gospel of Jesus Christ as it pertains to the alleviation of human suffering, the development of people and the fostering of charity and justice in the world. The policies and programs of the agency reflect and express the teaching of the Catholic Church. At the same time, Catholic Relief Services assists persons on the basis of need not creed, race or nationality.

Catholic Relief Services gives active witness to the mandate of Jesus Christ to respond to human needs in the following ways:

- by responding to victims of natural and man-made disasters;
- by providing assistance to the poor to alleviate their immediate needs;
- by supporting self-help programs which involve people and communities in their own development;
- by helping those it serves to restore and preserve their dignity and to realize their potential;
- by collaborating with religious and nonsectarian persons and groups of goodwill in programs and projects which contribute to a more equitable society;

- by helping to educate the people of the United States to fulfill their moral responsibilities in alleviating human suffering, removing its causes and promoting social justice.

### 3.0 **Goal and Values**

#### 3.1 Goal of the Partnership:

The goal of the partnership is to form a mutually consultative collaboration that will be integrated into the structures of each institution in conformity with each institution's culture. The partnership will lead to clear outcomes that include more knowledgeable and empowered constituencies who are informed by Catholic Social Thought and tradition, who live their faith in solidarity with the one, human family, who are more aware of the needs of the poor overseas and in the United States, who take advantage of greater opportunities to engage on issues of social justice, who understand and appreciate diversity of other cultures and who have an international perspective.

#### 3.2 Values:

The parties recognize they have a common vision, based on the Gospel of Christ, of a world in which the dignity of every person is affirmed and respected, where individual, national and international interests converge for the common good, and where concern for the poor, compassion for the suffering, and action for social justice prevail.

The parties commit themselves to a relationship based on values embodied in Catholic Social Thought: subsidiarity, complementarity and mutuality, equitability, openness and sharing, mutual transparency, sustainability, community participation, strengthening civil society and mutual capacity building.

### 4.0 **Operating Principles**

This Memorandum of Understanding shall be based upon the following operating principles:

#### 4.1 *Endorsement*

Support for this institutional partnership shall be endorsed at the Executive levels of the administration of CRS and Santa Clara University, as evidenced by the signatures to this agreement.

#### 4.2 *Structure*

The parties shall utilize and strengthen the current capacity of each partner organization's existing delivery structure and shall jointly establish any new structure necessary to the effective accomplishment of our mutual goals relative to the partnership. Each party shall designate an institutional liaison or partnership committee that will be responsible for managing the relationship and will serve as the primary contact for each respective institution.

#### 4.3 *Implementation*

The parties shall complement each other in the implementation of the programs in full recognition of the requirements of being accountable to each other, donors, communities and other stakeholders.

Santa Clara University and CRS shall jointly facilitate the process of implementation of the partnership.

#### 4.4 *Decision-Making*

Decisions affecting the partnership will be made by mutual consent. One party cannot make a decision affecting the other party without its consent. All parties have the right to submit proposals that involve a mutual decision and will respect the particular characteristics of each party and its right to mutual consent.

#### 4.5 *Resources*

The parties shall jointly provide resources for the purpose of implementation of the partnership. Such resources include, but are not limited to:

- program staff
- facilities
- financial sponsorship

#### 4.6 *Programs*

Any shared program interventions shall be undertaken in a joint manner between Santa Clara University and CRS while respecting the principles of subsidiarity.

The parties shall share the responsibility to take a participatory and holistic approach to technical issues and program quality.

#### 4.7 *Fundraising*

The parties shall be transparent as it relates to the partnership in approaching funding agencies, especially church donors, and approach them together for funding of joint ventures. Transparency will be maintained through dialogue, consultations, and sharing of reports and budgets that relate directly to partnership activities.

#### 4.8 *Communication*

The parties shall commit to open communication between each other and other institutions at all levels and shall equally bear the responsibility for initiating the communication process.

Some modes of communication the parties shall use shall be the following:

- Annual meetings between the CRS and the Santa Clara University Committee, see 7.0.
- Progress reports at agreed upon intervals against measurable objectives provided by Santa Clara University.
- Email and phone conversations as deemed necessary by CRS and Santa Clara University.

#### 4.9 *Capacity Strengthening*

Capacity strengthening involves a long-term commitment to complete a mutually agreed upon process of organizational development. To be successful, a spirit of accompaniment, flexibility and responsiveness must characterize this commitment. This commitment goes beyond a specific project activity, based rather on a shared vision of and commitment to ongoing joint action.

Each party agrees to uphold the following:

- To facilitate and promote the strengthening of each other's capacities.
- To engage in joint and mutual organizational self-assessment and planning processes as they relate to this partnership, in which both parties collaboratively identify their strengths, prioritize areas needing improvement, and create their own action plans.
- To work together to strengthen the capacities of local communities.

#### 4.10 *Solidarity*

Each party undertakes the following:

- To find flexible and mutually agreeable solutions to situations beyond the control of either party that affect program implementation (e.g. social/political conflict, natural disaster, etc.)
- To actively seek the way to build mutual trust by fully sharing information, confidences, and problems, related to the partnership with the other party.
- To recognize and respect other stakeholders to which each party is accountable (e.g. communities, donors, etc.)
- To periodically review their partnership jointly and continually seek ways to nurture and strengthen it.
- To comply fully and promptly with the conditions of any projects involving the partnership and to act in a fiduciary relationship with mutual respect.
- If either party believes that the other party is not living up the MOU, the first party will communicate this to the other party.

## 5.0 **Party's individual contributions**

Both Santa Clara University and CRS are committed to building a collaborative institutional relationship by sharing their respective experiences and expertise relative to the partnership.

Each party agrees to share their respective materials and approaches in an attempt to develop new materials or approaches, or enhance existing ones with regards to this partnership.

Each party will contribute the following to this relationship:

### ***Santa Clara University:***

- Integrate international concerns into syllabi across disciplines, e.g., social services, theology, economics, business, law, etc.
- Expose students to needs of the poor overseas.
- Provide access to students, faculty and administration in global solidarity programs.
- Participate annually in at least three programs that utilize CRS speakers or support CRS initiatives in solidarity with the poor.

### ***CRS:***

- Internships, service learning and immersion opportunities.
- Consultation on integrating field experience into faculty and student research and scholarship.
- Speakers, programs and materials on a wide range of issues relating to Catholic Social Thought and international peace and social justice.

6.0 **Conflict resolution**

6.1 We enter into this MOU in a spirit of mutual trust and intend that all unforeseen matters on issues that arise, as the relationship evolves, will be resolved in a spirit of mutual understanding.

6.2 In the event that there is a conflict it shall be resolved in a peaceful and amicable manner. Every effort will be made to settle the matter through dialogue and negotiation and to accommodate the policies and intention of each other's respective board, donors and constituents.

7.0 **Partnership Committee**

A Partnership Committee shall be established in the spirit of the MOU and shall consist of members to be determined by each party in consultation with the partner.

8.0 **Modifications of the MOU**

8.1 Either party can initiate dialogue and call for a meeting of the Partnership Committee.

8.2 This MOU shall be subject to periodic review by the Partnership Committee to strengthen cooperation between the two parties.

9.0 **Period of Memorandum of Understanding**

This MOU shall remain in effect until changed or terminated by either party through mutual consent. The MOU will be revisited after one year from the date signed, and adjusted accordingly upon mutual consent of the parties.

10.0 **Effective Date**

This Memorandum of Understanding is effective on the Thirteenth of April 2005.

Signed:

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For Santa Clara University

For CRS

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Title

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Title

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Date:

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Date: