

Memorandum of Understanding

Partnership Agreement between NextGEM Foundation and a Registered Orphanage

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PARTIES TO THIS AGREEMENT

PARTY A — NextGEM Foundation	PARTY B — The Orphanage
NextGEM Foundation Yenagoa, Bayelsa State, Nigeria nextgemfoundation@gmail.com	Name of Orphanage: _____ Address: _____ State: _____ Contact Person: _____ Phone: _____ Email: _____

This Memorandum of Understanding ("MOU") is entered into on the date of signing shown at the end of this document. It sets out the terms of the partnership between NextGEM Foundation ("the Foundation") and the orphanage named above ("the Partner Orphanage"). Both parties agree to the following terms:

1. PURPOSE OF THIS PARTNERSHIP

This MOU establishes a structured, accountable partnership to support the children residing in the Partner Orphanage through the following NextGEM Foundation programmes:

- NextGEM SUPPORT — Structured financial support for education fees and medical bills, paid directly to institutions on behalf of identified children.
- NextGEM SPOTLIGHT — Talent identification, development, and public showcasing of children through events and media, subject to consent provisions in Clause 7.
- NextGEM REFINERS — Structured volunteer mentorship, tutoring, and skill development delivered within the orphanage, subject to Clause 6.
- THE ORPHANAGE GAMES and future NextGEM events — Participation in organised sports, academic, and talent competitions.

The Foundation reserves the right to determine which programmes are activated at any given time based on available resources and organisational capacity.

2. DURATION

This MOU comes into effect on the date of signing and remains valid for an initial period of one (1) year, renewable by written mutual agreement. Either party may terminate this MOU with thirty (30) days written notice, except in cases of immediate termination under Clause 11.

3. OBLIGATIONS OF NEXTGEM FOUNDATION

NextGEM Foundation commits to:

- Providing structured support to identified children in the form of direct payment of school fees, medical bills, and procurement of material items — never as cash transfers to the orphanage or its staff.
- Organising and facilitating volunteer activities, events, and programmes in a professional, child-safe manner.
- Communicating openly and honestly with the Partner Orphanage regarding programme plans, timelines, and any changes.
- Treating all children and orphanage staff with dignity, respect, and cultural sensitivity.
- Maintaining a record of all support provided and making this available to the Partner Orphanage on request.
- Adding the Partner Orphanage to the NextGEM communication group for updates, coordination, and community engagement.

4. OBLIGATIONS OF THE PARTNER ORPHANAGE

The Partner Orphanage commits to:

- Providing accurate, truthful, and up-to-date information when requested by the Foundation, including but not limited to: school fee amounts, medical bill totals, enrolment figures, and individual child welfare updates.
- Ensuring that all items, materials, educational support, and resources provided by the Foundation are used exclusively for the benefit of the children in their care, and are not sold, traded, gifted to third parties, or redirected for any other purpose.
- Reporting promptly to the Foundation any significant events affecting the welfare of children in their care, including medical emergencies, changes in enrolment, safeguarding concerns, or organisational changes.
- Maintaining open, honest, and respectful communication with the Foundation and other partners in the NextGEM network group.
- Cooperating fully with monitoring, verification visits, or audits conducted by the Foundation to confirm that support has reached the intended beneficiaries.

- Formally committing their resident children to participate in all NextGEM-organised events, including the Orphanage Games, academic programmes, talent showcases, and any future events announced by the Foundation, subject to reasonable scheduling and the welfare of the children.
- Nominating a designated contact person who will be the primary point of communication with the Foundation.

5. FINANCIAL SUPPORT — STRICT NO CASH TRANSFER POLICY

This clause is fundamental to this partnership and constitutes a non-negotiable condition of the MOU.

- Under no circumstances will NextGEM Foundation transfer cash, money, or monetary equivalents directly to the orphanage, its management, or its staff.
- All financial support will be delivered in one or more of the following forms only: direct payment of school fees to educational institutions; direct payment of medical bills to hospitals or clinics; purchase and physical delivery of educational materials, food, clothing, Christmas gifts, or other approved items.
- Any request from the Partner Orphanage for cash in lieu of items or direct payments will be treated as a violation of this MOU and may result in immediate termination under Clause 11.
- The Foundation will maintain receipts and documentation of all payments and deliveries as evidence of support provided.

6. VOLUNTEER ACCESS [OPTIONAL — DELETE THIS CLAUSE IF NOT APPLICABLE]

NOTE TO NEXTGEM TEAM: Remove this entire clause if the Partner Orphanage does not permit external volunteers on their premises.

- The Partner Orphanage agrees to permit NextGEM Foundation Refiners (trained volunteers) to conduct structured tutoring, mentorship, and skill development activities on their premises, in accordance with a schedule agreed by both parties.
- All volunteers will have undergone the NextGEM volunteer vetting process, including background checks where applicable, and will have signed the NextGEM Code of Conduct and Child Safeguarding Agreement.
- Volunteer activities will always be supervised and conducted within the operational guidelines of the orphanage.
- The Partner Orphanage retains the right to request the removal of any volunteer from their premises if conduct or behaviour is deemed inappropriate, and must report such incidents to the Foundation immediately.

- The Foundation will never send uninvited or unvetted individuals to the orphanage under the guise of volunteering.

7. MEDIA, PHOTOGRAPHY, AND PUBLIC VISIBILITY [OPTIONAL — EDIT AS NEEDED]

NOTE TO NEXTGEM TEAM: Review and edit this clause based on what the orphanage agrees to. You may remove sub-clauses that do not apply.

- The Partner Orphanage grants NextGEM Foundation permission to photograph and/or film children during Foundation-organised events and activities for the purposes of documentation, fundraising, social media, and public awareness.
- The Foundation commits to portraying children with dignity, never sharing images that could identify a child's location without the orphanage's consent, and always prioritising the safety and wellbeing of the child over media value.
- The Partner Orphanage may place specific restrictions on photography or filming, which must be communicated in writing and will be strictly respected by the Foundation and all volunteers.
- Where a child has known safety concerns or the orphanage identifies specific children who should not be photographed, the Foundation will comply fully with these instructions.
- The Foundation will never publicly identify a child's full name, home community, or other identifying personal information without the explicit written consent of the orphanage management.

8. ACCOUNTABILITY AND VERIFICATION

- The Partner Orphanage agrees to provide the Foundation with reasonable access for monitoring visits, at a frequency agreed by both parties, to verify that support has reached the children and is being used appropriately.
- The Foundation may request photographic evidence, school fee receipts, medical receipts, or other documentation to confirm the deployment of support.
- The Partner Orphanage agrees to provide honest and accurate updates when asked about the welfare, schooling status, health, or progress of children supported by the Foundation.
- Any attempt to falsify information, inflate costs, or misrepresent the situation of children in order to obtain additional support from the Foundation will be treated as a material breach of this MOU.

9. COMMUNICATION AND COMMUNITY STANDARDS

- The Partner Orphanage's designated contact person will be added to the official NextGEM Foundation communication group, which includes other partner orphanage representatives.

- All members of the communication group are expected to act respectfully, honestly, and professionally at all times.
- The Foundation will use this channel to share updates, event information, schedules, and coordination details. Orphanage contacts are expected to remain active and responsive in this channel.
- Any disputes or concerns should be raised directly with the Foundation via direct communication before escalating to formal dispute resolution.

10. CHILD PROTECTION AND SAFEGUARDING

Both parties share an uncompromising commitment to the safety, dignity, and wellbeing of every child.

- The Partner Orphanage confirms that they operate in compliance with Nigerian child protection laws and regulations.
- Any safeguarding concern, incident of abuse, or threat to a child's welfare must be reported to the Foundation immediately.
- The Foundation reserves the right to escalate safeguarding concerns to the appropriate statutory authorities if necessary, regardless of any partnership obligations.
- Neither party will take any action that places a child at risk in the pursuit of programme goals or media visibility.

11. TERMINATION AND SUSPENSION

This MOU may be terminated immediately by NextGEM Foundation, without notice, in the following circumstances:

- Discovery that the Partner Orphanage or its staff have misappropriated, sold, or redirected items, materials, or support provided by the Foundation for personal gain or purposes other than the children's benefit.
- Discovery of fraudulent, false, or deliberately misleading information provided to the Foundation regarding children, finances, or the orphanage's operations.
- Failure to ensure that donated gifts, materials, or funded items reached the children for whom they were intended.
- Any act of abuse, exploitation, or gross misconduct affecting the children in the orphanage's care.
- Persistent failure to communicate, cooperate with verification visits, or fulfil the obligations set out in Clause 4.

In cases of termination, the Foundation reserves the right to publicly disclose the reason for termination to protect the integrity of the programme and the interests of donors and other

stakeholders.

Either party may also terminate this MOU with thirty (30) days written notice for any other reason, without penalty.

12. DISPUTE RESOLUTION

In the event of a dispute, both parties agree to first attempt resolution through direct, good-faith communication within fourteen (14) days of the dispute arising. If resolution cannot be reached, both parties agree to mediation before pursuing any formal legal action.

This MOU is governed by the laws of the Federal Republic of Nigeria.

13. ENTIRE AGREEMENT

This MOU constitutes the entire agreement between the parties regarding this partnership and supersedes all prior discussions, understandings, or agreements. Any amendments to this MOU must be made in writing and signed by both parties.

SIGNATURES

By signing below, both parties confirm that they have read, understood, and agree to be bound by the terms of this Memorandum of Understanding.

PARTY A — NextGEM Foundation	PARTY B — Partner Orphanage
Signed: _____	Signed: _____
Name: Victoria Abiye Kiolawson	Name: _____
Title: Founder, NextGEM Foundation	Title: _____
Date: _____	Date: _____
Stamp/Seal (if applicable): _____	Stamp/Seal (if applicable): _____

This document was prepared by NextGEM Foundation. Both parties are advised to retain a signed copy for their records.

NextGEM Foundation | nextgemfoundation@gmail.com | Yenagoa, Bayelsa, Nigeria | nextgemfoundation.org