MEMORANDUM OF UNDERSTANDING:
BERTHA CHALLENGE 2023

1. PARTIES

This Memorandum of Understanding (“MoU”) is dated ____________________________ (“Effective Date”), by and between _____________________________ (“Applicant”) and _____________________________ (“Host Organization”), hereinafter referred to jointly as the “Parties.”

2. PURPOSE OF MEMORANDUM OF UNDERSTANDING

The purpose of this MoU is to confirm the Host Organization and Applicant’s agreement in principle regarding the Applicant’s participation in the Bertha Challenge 2023. More information on the Bertha Challenge can be found here: https://berthafoundation.org/bertha-challenge/

3. BACKGROUND

Bertha Foundation believes a more just world can be achieved through innovative collaboration. When activists, storytellers and lawyers work together, big change can happen.

The Bertha Challenge is an opportunity for a group of activists and investigative journalists to spend a year focussed on one pressing social justice issue.

Those selected will receive non-residential paid Fellowships and a project budget to work independently and together to:

   INVESTIGATE the causes of and solutions to the Bertha Challenge Question
   AMPLIFY their findings to a wider targeted audience
   CONNECT with diverse stakeholders for information, support and impact

The fourth Bertha Challenge will launch in January 2023, with a focus on our food systems, specifically supporting Bertha Fellows to answer the following question:

How is the relationship between politics and corporate control of our food systems contributing to environmental devastation and hunger and how can food production center people and nutrition rather than profit?
The Fellowship program will provide space for mid-career activists and investigative journalists in their separate fields to develop professionally, and will aim to spark debate and solidify networks that will last beyond the one-year project cycle.

This MoU serves to create a binding agreement between individual Fellows and their select Host Organizations. By signing this MoU, the Host Organization agrees to: a) provide administrative and professional support and b) publish/ host the Fellow’s work during their Bertha Fellowship year, should the Applicant’s application be successful.

4. TIME PERIOD

The Fellowship period will begin on January 1, 2023 for the period of one year (the “Fellowship Period”).

5. ROLE OF PARTIES

The Applicant is required to commit full-time to the Bertha Challenge for the duration of the Fellowship Period. This commitment includes some overseas travel and attending at least one convening, currently scheduled to take place in February 2023. Should the opening convening be delayed because of COVID travel restrictions or other unforeseen events, Fellows will still be expected to attend.

The Applicant must participate in monthly virtual check-ins and monthly webinars. These twice monthly two-hour sessions are compulsory. The Host Organization must commit to ensuring that the Applicant is available during these virtual meetings, which will be set at the start of the Fellowship Period.

The Applicant is required to deliver on the project as outlined in his/her application form, and a project proposal and budget delivered in the first quarter of the Fellowship Period. This product must be delivered no later than one month before the end of the Fellowship.

The Applicant’s final product must be in English. If the product is originally published in another language, the Applicant must ensure it is translated into English. Funding for translation must be incorporated into the Applicant’s project budget.

The Host Organization will be given the first option of publication/broadcast with the understanding that the Host Organization undertakes to give the Applicant’s work maximum exposure through publication/broadcast of the product.

The Fellowship award will provide income for each successful applicant for one year and will provide an additional 15% to the Host Organization to assist with administration costs and other
costs associated with supporting and disseminating the Fellow’s work. The Host Organization agrees to receive the grant funding for the Fellow. The Host Organization will process payroll for the Fellow on a monthly basis.

The Bertha Fellow's salary must not exceed USD $64,900 (exclusive of annual benefits) and must be commensurate with the current or equivalent salary of the Applicant at the Host Organization. If the applicant is offered a Fellowship, the Host Organization will be asked to provide evidence that the requested salary is commensurate with the salary for equivalent roles within the organization.

The Applicant should not receive other sources of income during their Fellowship year unless they have written agreement from Bertha Challenge Director to do so.

The Host Organization will make arrangements regarding tax, healthcare and other benefits for the Applicant, the cost of which will be allocated from within the Fellowship award.

The Fellow’s professional conduct must adhere to the Host Organization’s internal policies and procedures. This includes but is not limited to entitlement to leave, including vacation days, sick days, maternity/paternity leave, bereavement, etc. The Applicant should inform Bertha Foundation of any leave taken, and in advance where possible. If the Applicant is incapacitated, it is the duty of the Host Organization to notify Bertha Foundation immediately.

Please complete the below table to calculate the Fellowship award:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>Fellowship Award Budget</th>
<th>USD</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Annual Salary*</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Annual Benefits</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Contribution to Host Organization (15% of A + B)</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL</strong></td>
<td></td>
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</tbody>
</table>

*The annual salary will be paid in USD, and must not exceed USD 64,900.

Throughout the Fellowship Period the Host Organization also agrees to receive and administer additional funds (‘Project Funds’ and ‘Connect Funds’) of up to USD $15,000 for the Applicant to produce a culminating product that responds to the question posed by the Bertha Challenge, plus possible additional discretionary funds to support Challenge activities.
Fellowship funds (including salary, Project Funds and Connect Funds) will be paid in USD unless otherwise agreed with Bertha Foundation.

The Host Organization must share a commitment to Bertha Challenge objectives and conditions. However, the Host Organization remains autonomous in all its decision-making and the Fellow will be subject to any disciplinary or grievance procedures within the organization.

The Host Organization must appoint an Internal Supervisor for the Applicant. This person must commit in writing (see below) to being a point of contact for Bertha Foundation throughout the Fellowship Period.

Bertha Foundation will provide ongoing coordination and support pertaining to the Bertha Challenge for the Applicant throughout the Fellowship Period. Bertha Foundation will also be available to discuss any aspect of the Fellowship with the Host Organization should that be required.

Fellows are required to work full-time on their Bertha Challenge project. The Host Organization should outline any additional duties it will require of the Fellow (e.g. attendance of staff meetings, reports/updates to supervisor) below:

6. INTELLECTUAL PROPERTY

Intellectual property of the work done during the Fellowship will be retained by Bertha Foundation. However, these materials may be shared for educational purposes as open source materials, provided accreditation is given to Bertha Foundation, the authors and any photographers or producers of the project.

7. CANCELLATION

Payment will be made to the Host Organization in three tranches: at the start of the Fellowship period, four months into the fellowship and eight months into the fellowship. Fellows will be asked to provide a brief report and budget update before the second and third tranches are paid. Should the Fellow fail to deliver on her/his Fellowship commitments, Bertha Foundation reserves the right to withhold the second and third tranches and to terminate the Fellowship agreement.
8. RELATIONSHIP MANAGEMENT AND COMMUNICATION

The parties nominate the following persons to be the primary points of contact throughout the course of the Fellowship year:

Applicant -

Name: 
Email: 
Contact Number: 

Host Organization - 

Name: 
Email: 
Contact Number: 

Host Organization Internal Supervisor - 

Name: 
Email: 
Contact number: 

Bertha Foundation - 

Email: berthachallenge@berthafoundation.org

8. ANY ADDITIONAL CONSIDERATIONS

Please advise of any additional considerations or concerns the Applicant or Host Organization may have with regard to the Bertha Challenge:
9. SIGNED

TO BE COMPLETED BY THE HOST ORGANIZATION

I understand that:

☐ This is a full-time Fellowship. Fellows are required to work full-time on their Bertha Challenge project;

☐ The Host Organization will be required to provide administrative and professional support for the Fellowship, including processing the Fellow’s salary, Project Fund and Connect Fund;

☐ The Host Organization will make arrangements regarding tax, healthcare and other benefits for the Applicant, the cost of which will be allocated from within the Fellowship award, and indicated in the Fellowship award table above;

☐ The Host Organization will be required to publish/host the Fellow’s Bertha Challenge work. The Host Organization will have the first option of publication/broadcast, but all Fellowship publications must remain open source.

Name, Signature, Date: ……………………………………………………………………………………………………….

Address: …………………………………………………………………………………………………………………………….

TO BE COMPLETED BY THE APPLICANT

I understand that:

☐ This is a full-time Fellowship. Fellows are required to work full-time on their Bertha Challenge project;

☐ Fellowship activities should be oriented around a final product(s). The product(s) must be made available in English and be open source;

☐ Attendance of at least one in-person convening and monthly online Progress Update and Co-learning calls (amounting to 8 hours each month) are compulsory;

☐ Fellows should not be in receipt of other forms of income or Fellowships during their Fellowship year without agreement from Bertha Challenge Director.
THE APPLICANT

Name, Signature and Date:...........................................................................................................

Address:....................................................................................................................................