



***PRO BONO* MOU TEMPLATE**

A Memorandum of Understanding is a useful tool for establishing and managing a relationship with a Community-Based Organization (CBO). With a written agreement, both you and the CBO will have a clear understanding of:

- The scope of the engagement
- The responsibilities of both parties
- Success measures for the partnership
- A time frame and mechanism for reviewing and renewing the partnership

You can use the MOU template below or you can create a more informal letter, but it is important to get something in writing.

The Chapter President or *Pro Bono* Director should sign this agreement. The FPA *Pro Bono* Guidelines require that a Letter of Engagement for a one-on-one *pro bono* engagement must be signed by a member in good standing who is a financial planning practitioner. That lead financial planner will be designated as the person responsible for the engagement with the *pro bono* client but may delegate tasks to others, including allied professionals, paraplanners, CFP candidates, etc. While an MOU is not the same as a Letter of Engagement between a planner and an individual client, the CBO is in a sense the chapter's client.

How should you develop an MOU with a potential partner? The outline below offers tips on building successful relationships with CBOs.

How Can FPA *Pro Bono* Help?

- Think of your chapter as “consultants” to the organization.
 - Identify the needs of the CBO.
 - Identify the role FPA can play.
- Identify the IDEAL engagement:
 - May be short or long
 - Focus may be general or specific
 - Create bounded objectives that satisfy BOTH parties

Stages of the FPA/CBO Relationship

- Stage 1 – Exploration/Agreement
- Stage 2 – Gathering Data
- Stage 3 – Planning the Work
- Stage 4 – Implementing and monitoring
- Stage 5 – Sustain Project & Evaluate Impact
- Stage 6 – Continue/Build Capacity/Terminate

Stage 1 – Exploration/Agreement

- You get a call from the organization (or you contact them)
- You determine whether the kind of help they need or want fits with your capabilities, interests, style, and availability
- Meet to explore
- Reach agreement or refer elsewhere



Stage 2 – Gathering Data

- Understand **fully** what the organization is trying to accomplish
- Collect and analyze information about the organization and their constituency
- Identify the resources (volunteers & volunteer management) you will need to meet their objectives

Stage 3 – Planning the Work

- Develop the goals of the engagement
- Create measurable benchmarks
 - X number of seminars
 - Y number of clients for individual planning
 - Z number of volunteer contact hours
- Volunteer strategies
 - Arrange cross training for volunteers and CBO staff
 - CBO staff need to understand financial planning
 - Volunteers need to understand unique needs of the clients
 - Link the right volunteers with the organization
 - Create an execution and evaluation plan

Stage 4 – Implementing & Monitoring

- Implement volunteer strategy
- Monitor over time
 - Are changes necessary?
 - Is the project a good experience for the CBO/clients and the volunteers?
 - Should level of activity increase/decrease?
 - Is it time to consider capacity building?
- Make course corrections as necessary

Stage 5 – Sustain & Evaluate

- Determine if goals have been achieved
- “Institutionalize” activities that work & document activities and challenges
- Factor in CBO staff turnover
- Factor in volunteer turnover
- Continue? Expand? Reduce? Change?

Stage 6 – Continue/Build Capacity/Terminate

- Based on original agreement, revisit the objectives of the engagement:
 - Is it a good fit for BOTH parties?
 - Are volunteer resources available to continue?
 - Are the CBO and its clients responding to services?
- Are there barriers to continuing?
 - Funding
 - Logistics (venues, childcare, food, supplies, etc.)
- If you decide to continue, create a new time- and objective-bounded agreement.

TIP: Think of the partnership as a business relationship, even though no money changes hands. If it isn't “profitable” for both sides (in terms of client and volunteer satisfaction), fix it or end it.



**FINANCIAL PLANNING ASSOCIATION OF
(NAME OF CHAPTER)
AND
(NAME OF CBO)**

MEMORANDUM OF UNDERSTANDING

I Purpose and Basis for Memorandum of Understanding

This Memorandum of Understanding (MOU) establishes a relationship between the Financial Planning Association of (Name of Chapter) and (Name of CBO). Under conditions outlined in this MOU, (FPA Chapter) and (CBO) will work together to provide *pro bono* financial planning services to (CBO's) clients. The purpose of this initiative is to assist qualified clients in their efforts to build financial stability through goal setting, budgeting, debt and credit management, risk management and other financial planning tools.

II Financial Planning Association of (Name of Chapter)

The Financial Planning Association of (Name of Chapter) is a chapter of the Financial Planning Association® (FPA®), a membership organization that exists to help consumers make intelligent financial decisions to achieve their life goals. FPA benefits the public by helping to ensure that financial planning is delivered through competent, ethical financial planners. FPA is made up of a nationwide network of nearly 100 chapters throughout the U.S. and more than 23,000 members.

The FPA *pro bono* program is aimed at assisting individuals and families who need financial planning but lack the means to engage a financial planning professional on a commercial basis. Qualified clients are defined as underserved. Qualified clients also include those with low income and lack of assets which make them potentially eligible for public assistance. *Pro bono* financial planning advice is provided to qualified clients free of charge, with no sales or promotion of any products or services.

Provide information about the chapter here, including number of members, particular chapter vision re pro bono, etc.

III (Name of CBO)

Provide brief description of the partner organization. Discuss the organization's goal and target populations. Limit description to one to three paragraphs.

IV Scope of Engagement

Provide brief description of the project. Include information such as type of services (seminars, brief one-on-one consultations, in-depth consultations), schedule (weekly, monthly, as needed), type of clients, subjects to be addressed, goals to be accomplished, etc.



V Responsibilities

(FPA Chapter) and (CBO) agree to the following:

Responsibilities of (FPA Chapter):

- A. Recruit volunteer financial planners to work on the project.
- B. In conjunction with (CBO) provide training to the volunteers so that they are informed about the needs of the clients.
- C. Provide volunteer planners for scheduled events or ad-hoc referrals.
- D. Etc.

Provide a list of tasks your chapter is committed to. Be as specific as possible/practical. This list is critical in defining expectations and determining success.

Responsibilities of (CBO)

- A. Screen clients for eligibility as agreed upon with (FPA Chapter).
- B. Schedule events for the project and to promote them to (CBO) staff and clients.
- C. Track the number of clients attending seminars or referred for consultations, and provide such numbers to (FPA Chapter) on a quarterly/semiannual/annual basis.
- D. Etc.

Provide a list of tasks that CBO is committed to. Again, be as specific as possible/practical.

VI Amendment

The MOU will be reviewed (time period), and may be amended as agreed to in writing by both parties.

VII Effective Date and Termination

The MOU shall become effective upon the signature of the authorized officials of the respective parties. It shall remain in effect (until date or for a time period) or 60 days advance written notice by either party.

It is usually a good idea to set an end-date to the partnership agreement. At that point, the results can be assessed and the partnership may be renewed or not as appropriate.

VIII Limitation



This document is a Memorandum of Understanding only. It is entered into only as a declaration of present intent. Nothing herein shall be construed as a legally binding commitment of any party or parties hereto either individually or collectively. This MOU does not create any rights either on the part of any party hereto or any third party. Any provision of this MOU that conflicts with federal or state law will be null and void.

IX Points of Contact (POC)

(FPA Chapter)

Name

Title

Organization

Mailing Address

Telephone: 123-456-7899

Fax: 123-456-7899

Email: janedoe@email.com

(CBO)

Name

Title

Organization

Mailing Address

Telephone: 123-456-7899

Fax: 123-456-7899

Email: nonprofit@cbo.org

The Pro Bono Director can be the point of contact or may designate another volunteer. If the chapter has multiple partners, it may be useful to have separate points of contact of each. That way, the contact "owns" that relationship and can bring more effort into maintaining and promoting it outside and inside the chapter.

X Signatures:

Name

Title

(CBO)

Date

Name

President or *Pro Bono* Director

(FPA Chapter)

Date