



**Memorandum of Understanding**  
between  
**Pillar Seminary for Contextual Leadership**  
and  
**Compassion International Kenya**

This Memorandum of Understanding (“MOU”) establishes the terms under which the parties intend to collaborate **to provide leadership and biblical literacy training to church and ministry leaders affiliated with Compassion International Kenya**. Specifically, this MOU memorializes the understandings reached between **Pillar Seminary for Contextual Leadership** (“Pillar”), headquartered at 7415 Hickory St, Omaha, Nebraska 68124, USA, and **Compassion International Kenya** (“Compassion”), headquartered at 00502-1946 Keraparon Rd, Nairobi, Kenya, with respect to **conducting a needs assessment and developing and implementing a non-credit course of leadership and biblical literacy training**.

**Recitals**

Whereas, through its innovative curriculum and model, Pillar Seminary trains its students toward skillful fluency in the Bible and the practiced leadership needed for diverse contexts. Our digital Bible and Leadership training programs are designed to deepen students’ understanding of Scripture and increase their effectiveness in ministry, wherever they are, and whatever their contexts may be.

Whereas, Compassion is dedicated to releasing children from poverty in Jesus' name.

Whereas, Compassion views the development of its leaders in the areas of ministry leadership and biblical literacy as an integral part of its mission.

Whereas, Compassion has requested that Pillar develop a training curriculum to increase biblical literacy and ministry capacity among identified ministry leaders.

Whereas, Compassion has identified over 400 ministry leaders that would benefit from a dedicated non-credit course of study in the areas of biblical contextual leadership and biblical studies.

Whereas, Pillar and Compassion have determined to labor together for their mutual benefit and the effective execution of complementary missions for the sake of the gospel of Jesus Christ and the establishment of his kingdom through local churches.

**Now, therefore, Pillar and Compassion agree as follows:**

**Article 1: Purpose and Outcomes**

The purpose of this partnership is to provide leadership and biblical literacy training to church and ministry leaders affiliated with Compassion International Kenya. This will be accomplished through a one-semester course of study focusing on the effective execution of biblical leadership principles and appropriate practices for interpreting the biblical text in its historical and cultural context. The outcomes of the course will be mutually agreeable and determined following the completion of the needs assessment, however they will include topics related to:

- Biblical literacy and interpretation
- Disciplemaking and personal transformation
- A contextualized, biblical understanding of poverty, wealth, possessions, and the historic Christian gospel.

The assessment and improvement process for measuring the achievement of these outcomes is described below. In addition, the training course described in this MOU is intended to serve as a beta test of Pillar's non-credit course offerings. Ultimately, an ongoing training partnership between Pillar and Compassion is desired.

**Article 2: Pillar's Strategy**

Pillar will seek to accomplish the outcomes described above through a 12-week training course. Selection of learners will be at the discretion of Compassion using mutually agreeable criteria. Learners will complete asynchronous learning activities and meet weekly for a 1.5 hour synchronous learning experience guided by Pillar faculty. Pillar will conduct a needs assessment in order to determine the appropriate outcomes and instructional methods for the learners. Pillar will implement a pre- and post-test and assignment submissions to assess learning gains. Data collected will be used to improve the training course. Two 12-week trainings of similar nature will be offered over the course of the 2023-2024 academic year at mutually agreeable times.

**Article 3: Term**

This MOU shall be effective from the date of its execution by the parties for a period of **one year** or until **July 31, 2024**, whichever is soonest. Should the parties find the relationship mutually beneficial, its term may be extended by a written amendment signed by the parties.

#### **Article 4: Intention of the Parties**

In order to establish a clear understanding of the relationship between the parties, and subject to their respective rules, regulations, practices, procedures, and availability of funds, the parties intend to collaborate by fulfilling the roles and responsibilities described below. Pillar reserves the right to seek funding opportunities from third-party foundations or other organizations to fund the activities described in this MOU.

#### **Article 5: Implementation**

##### **A. Pillar's Roles and Responsibilities**

- i. Conduct a needs assessment to determine the leadership and biblical/theological training needs of the population identified for training by Compassion ("learners").
- ii. Develop a one-semester course of training ("beta course") based on the completed needs assessment. The proper name of the training course is to be determined by mutual ascent of the two parties.
- iii. Host all relevant training meetings and course materials via Pillar's licensed softwares and learning management systems.
- iv. Provide all learners who successfully complete the beta course and submit a thank you form with an electronic copy of a certificate of completion within 90 days of the last day of the course. Successful completion of the course will be defined as attendance at 70% or more of all synchronous training sessions and submission of a culminating assessment.
- v. Include the names of successful completers in Pillar's annual commencement proceedings.
- vi. Ensure adequate remuneration for all Pillar employees overseeing and supporting the beta course.
- vii. Collect and analyze data to measure the effectiveness of the training provided.
- viii. Document and communicate Pillar's resource allocation in support of the beta course as appropriate.
- ix. Invoice and receive payment from Compassion at a rate of \$25 USD per learner.

##### **B. Compassion's Roles and Responsibilities**

- i. Support the needs assessment by arranging meetings with relevant stakeholders and sending survey links to potential learners.
- ii. Publicize and market the beta course opportunity to prospective learners.
- iii. Identify and recruit two cohorts of not less than 20 qualified candidates ("beta cohort A" and "beta cohort B") for the beta course using mutually agreeable criteria (not to exceed 30 learners per cohort).

- iv. Designate a Compassion staff member as the primary point of contact for beta course administration, cultural support, and communication with Pillar.
- v. Designate one learner from each cohort as a cohort leader to support communication with each learner cohort.
- vi. Create an electronic communication group for each cohort and give a designated Pillar leader access to the group as well as a designated Compassion staff member.
- vii. By August 1, 2023 and January 15, 2024, provide Pillar a list of names and email addresses for each selected learner in beta cohort A and beta cohort B respectively (not to exceed 30 learners per cohort).
- viii. Upon receipt of an invoice for program services from Pillar, pay the invoice within 30 days via a mutually agreeable method (credit card or ACH payment).

#### C. Joint Responsibilities

- i. Attend monthly meetings to discuss the progress of the beta course and provide mutual feedback for improvement and planning.
- ii. Support each party in the development and execution of the activities described in this MOU.
- iii. In the spirit of Christian brotherhood and sisterhood, communicate and resolve concerns and issues swiftly and with love and grace.
- iv. Respond promptly to communications via email or other forms of electronic communication (typically within 48 hours).
- v. Support the continuous improvement of the activities described in this MOU.

#### **Article 6: Financial Understanding**

This MOU describes a program of services related to the development and implementation of a beta training course. The cost to Pillar is staff time to conduct a needs assessment, training development, and course oversight and instruction. The cost to Compassion is marketing and staff time for recruitment, billing, and oversight for the learners. Compassion will be invoiced a nonrefundable program service fee by Pillar in the amount of \$25 USD per learner that begins the beta course. Regardless of the number of students that begin the beta course, Compassion will be invoiced not less than \$500 USD per cohort, for a total of \$1,000 USD over the term of the MOU. Upon receipt of the invoice for program services from Pillar, Compassion will pay the invoice within 30 days via a mutually agreeable method (credit card or ACH payment). Compassion will not collect more than the equivalent of \$25 USD per learner from the learners or their sponsors. Neither party will expect additional financial compensation from the other with the exception of the per learner program fee described above.

### **Article 7: Notices**

All notices, demands, requests, or other communications with respect to this MOU, will be in writing and delivered by mail, personally delivered, or transmitted by email, addressed as follows:

TO COMPASSION INTERNATIONAL KENYA  
NEWTON MIDAMBA **[PROGRAM CONTACT]**  
00502-1946 KERARAPON RD.  
NAIROBI, KENYA  
NMIDAMBA@KE.CI.ORG

TO PILLAR SEMINARY FOR CONTEXTUAL LEADERSHIP  
LAUREN LOWERY **[PRIMARY CONTACT]**  
DIRECTOR OF DEVELOPMENT  
6311 AMES AVE. #1111  
OMAHA, NE USA 68104  
+1-214-507-9954  
LLOWERY@PILLARSEMINARY.ORG

ANDREW CRESS **[SECONDARY CONTACT]**  
VICE PRESIDENT FOR ADMINISTRATION AND FINANCE  
6311 AMES AVE. #1111  
OMAHA, NE USA 68104  
+1-909-851-1883  
ACRESS@PILLARSEMINARY.ORG

### **Article 8: Personnel Rules**

The personnel employed by either of the parties shall at all times be subject to the rules and regulations of their respective employers in all matters pertaining to their employment, including but not limited to medical and life insurance and employee rights and benefits. Nothing in this MOU is intended to create a joint employer relationship.

### **Article 9: Force Majeure**

Any delays in or failure of a party will not constitute default if, and to the extent caused by or resulting from acts of God, earthquake, fire, explosion, flood, the elements, strikes, lockouts, boycotts, picketing, labor disturbances or differences with workmen, acts of the public enemy, war, rebellion, riots, acts of the governments or any cause whatsoever beyond the control of the party in default, but performance shall be resumed as soon as the cause preventing performance has been removed.

**Article 10: Limitation of Liability/Indemnity**

The parties agree that nothing relating to the performance of this MOU shall be actionable in a court of law.

**Article 11: Conflict Resolution**

In the event of any dispute between the parties over the interpretation or application of this MOU, or the performance of any Pillar employee, the parties agree that it is in their mutual interest to attempt to resolve the dispute via each party's primary contacts before escalating the dispute for resolution to higher levels in the respective organizations.

In the event that the designated primary representatives of Pillar and Compassion cannot resolve the dispute after reasonable attempts have been made to do so, either party may put its concerns and recommended solution in writing to be addressed by more senior officials within their respective organizations.

**Article 12: Modification**

This MOU may only be amended in writing, by way of Addendums, and signed by an authorized officer of each of the parties.

**Article 13: Termination**

Because conditions may arise which render the collaboration provided for in this MOU impracticable for either of the parties, either party may terminate this MOU for convenience for any reason upon sixty (60) days prior written notice to the other party. In addition, either party may terminate this MOU without notice in the event of a material default by the other party which, if capable of being cured, has not been cured in a timely fashion by the defaulting party.

**Article 14: Ethical Review**

The parties agree no human research protocol or animal research protocol will be conducted under this MOU, unless and until it has been reviewed and approved by the appropriate, designated Institutional Review Board (IRB) prior to its commencement.

**Article 15: Nature of Relationship**

Nothing in this MOU shall be construed as creating a legal or financial partnership, agency, or joint venture of any kind between the parties, and neither party will have the right, power or authority to obligate or bind the other in any manner whatsoever, without the other party's prior written consent. Further, nothing in this MOU shall be interpreted as making an employee or agent of one party the employee or agent of the other party, and neither party shall make any representation to the contrary to any third party. This MOU is not intended and shall not be

deemed to create dual or joint employer relationships with employees of one party assigned to work on a joint project performed in whole or in part at the facility of the other party.

**Article 16: Intellectual Property and Use of Licensed, Copyrighted, or other Privileged Material**

Temporary use of either party's trademarks, logos or other intellectual property may be granted with written permission for the length of the term described in this MOU or its addendums. Beyond this, this MOU does not grant either party any express or implied license or other rights to any other party's trademarks, logos or other intellectual property, and use, if any, of any such intellectual property must be governed by a separate binding written agreement.

**Article 17: Entire Agreement**

This MOU constitutes the entire agreement between the parties with respect to the subject matter of this MOU. Except as expressly provided herein, no other statements or representations, written or oral, shall be deemed a part of the MOU, (This Article 17 shall not affect the applicability of the indemnification provisions set forth in Article 10.)

**Article 18: No Third-Party Benefits**

Pillar and Compassion are the only parties to this MOU and are the only parties entitled to enforce its terms. Nothing in this MOU is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise to third persons unless such third persons are identified by name herein and expressly described as intended beneficiaries of the terms of this MOU.

**The parties have executed this MOU with electronic signatures and have been provided digital copies having equal meaning and content.**

For **Compassion**

\_\_\_\_\_  
**Full Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

For **Pillar**

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**Full Name**

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**Title**

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**Signature**

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**Date**