

Agreement

between

Faith to Action Network
P.O. Box 2438 – 00202 | Nairobi -Kenya
Hatheru Road – Hatheru Court | Lavington, Kenya

and

Muhammadiyah
Address: Jalan Menteng Raya 62, Jakarta Pusat, DKI Jakarta
INDONESIA

For the implementation of

**GRANT AGREEMENT FOR THE PRODUCTION OF THEOLOGICAL PAPERS ON
WOMEN'S RIGHTS IN ISLAM**

funded by the

**the Ministry of Foreign Trade and Development Cooperation in the Netherlands
Government**

Agreement Number: F2A/GG/02-2021

Project period: August 23rd, 2021 to January, 30th, 2022

Bank account:

Account Name: Pimpinan Pusat Muhammadiyah

Bank: BANK MANDIRI

Account Number: 1230001050741

Swift Code: BMRIIDJA





This grant agreement is between **Muhammadiyah** (hereafter referred to as the 'Grantee') and **Faith to Action Network- F2A** (hereafter referred to as F2A) whose business address is Hatheru Court, Hatheru Road (Lavington), Nairobi, Kenya, P.O. Box 2438-00202.

1. Scope of work

1.1 The Grantee agrees to complete the activities described in the attached Appendix A ('The Terms of Reference') hereby incorporated into this agreement, within the time frame specified therein.

2. Duties and obligations

2.1 The Grantee agrees to implement the activities described in the attached Appendix A ('The Terms of Reference') which forms an integral part of this agreement.

2.2 F2A shall make payments to the Grantee in accordance to the provision of this agreement.

2.3 Only performance of the specific roles and activities spelt in the agreement is binding on Faith to Action Network.

2.4 Once implementation of the agreement has commenced, the Grantee shall reply and implement the activities in accordance with all terms and conditions laid in the agreement.

2.5 The Grantee shall perform the duties/roles/responsibilities as outlined/stated in the agreement to the highest professional standards.

2.6 The Grantee shall not subcontract or sublicense any activities hereafter without the written consent of Faith to Action Network. The Grantee shall use their best endeavours to promote the interests of Faith to Action Network.

2.7 The Grantee hereby represents and warrants that it has full capacity and authority and all the necessary licenses, permits and consents to implement the activities under this agreement.

3. Effective Date and Duration

3.1 This agreement shall be effective on the date of signatures of the last signing party (hereinafter referred to as 'the commencement date') and the agreement will end on January 30th 2022 unless terminated under the provisions of this agreement subject to satisfactory performance by the grantee.

4. Nature of Agreement

4.1 This is a grant agreement.

5. Termination

5.1 F2A shall be entitled to terminate the grant forthwith without prior notice under any of the following circumstances:

5.1.1 If the Grantee commits any breaches of its obligations herein not capable of being rectified;

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- 5.1.2 If the Grantee commits any serious breaches of its obligations herein and has failed to rectify the same within fourteen (14) days after receipt of a written notice requiring it to do so;
- 5.1.3 If any of the Grantees' directors and/or senior managers is convicted of a criminal offence other than an offence which, in the reasonable opinion of F2A, does not affect the Grantee's operation and obligations;
- 5.1.4 If the Grantee's employees assigned to the activities outlined in this agreement are guilty of any gross misconduct or habitually neglects his/her or their duties as outlined in this agreement;
- 5.1.5 If the Grantee becomes insolvent or applies to a court to be adjudged a voluntary winding up or makes any arrangement with its creditors or if a bankruptcy receivership liquidation or any nature of winding up proceedings is instituted against it;
- 5.1.6 Where the Grantee ceases to carry on business for any reason.
- 5.2 The Grantee shall be entitled to terminate the agreement under any of the following circumstances:
- 5.2.1 Any serious breach of F2A's obligations herein which has not been remedied within fourteen (14) days after written notice requiring the same;
- 5.2.2 If F2A becomes insolvent or applies to a court to be adjudged a voluntary winding up or makes any arrangement with its creditors or if a bankruptcy receivership liquidation or any nature of winding up proceedings is instituted against it.
- 5.3 Both parties can terminate this agreement by giving Five (5) working days' notice in writing to the other and neither party shall be required or be under any obligation to assign any reason for such notice.
- 6. Payments**
- 6.1 As consideration for the planned activities, and upon the submission of monthly invoice, Faith to Action shall pay the grantee a maximum amount of Euro 6,000. This amount is the maximum amount reimbursable under this agreement.
- 6.2 The Grantee shall be solely responsible for the personnel who executes the tasks assigned to him/her.
- 7. Amendments**
- 7.1 Any amendment to the agreement shall be made in writing before fulfilment of all obligations laid out in the agreement.
- 7.2 An amendment may not have the purpose or the effect of making changes to the agreement that might call into question the decision awarding the grant.
- 8. Ownership**
- 8.1 The Grantee shall use Faith to Action Network name or marks only for activities authorised by F2A in writing. All other uses will be deemed infringements of faith to Action Network trademark.



8.2 Activities undertaken by the Grantee will be the shared property of Faith to Action Network and the Grantee.

9. Confidentiality

9.1 The Grantee agrees not to disclose and to use their best endeavours to prevent the disclosure by others any matters of a confidential nature to which they may be or become privy because of this agreement. Upon the expiration or termination of this agreement, the Grantee shall surrender to Faith to Action Network all confidential materials relating to Faith to Action Network in their possession, of whatever origin and including, without limitation, duplicates, facsimiles, models, prototypes and notes relating thereto. The Grantee shall promptly direct all inquiries relating to confidential and proprietary information from the public (whether from an individual, a government agency or official, the media or other sources) Faith to Action Network, except as Faith to Action Network may otherwise provide written instructions to the Grantee.

9.2 This article shall survive any termination or expiration of this agreement.

10. Disrepute

10.1 In pursuant of this agreement the Grantee must ensure that they will not bring Faith to Action Network into disrepute by their behaviour.

11. Communication and Information

11.1 Faith to Action Network shall furnish the Grantee with such information as may be necessary to perform the activities.

11.2 Any communication relating to the agreement or to its performance shall be made in writing. Any communication is deemed to have been made when it is received by the receiving party.

12. No Joint Venture

12.1 The Grantee is an independent institution in respect to F2A. Nothing herein shall be deemed to create a joint venture, agency or partnership between the parties, and neither party shall have the power to obligate or bind the other in any manner whatsoever, except as specifically provided herein.

13. Governing Law; Disputes

13.1 This agreement shall be governed by Kenyan law. F2A may withhold payments due to the Grantee until a settlement has been reached.

14. Notices

14.1 Any notice or other communication required or permitted hereafter shall be delivered in person or sent by email or courier service to the addresses set forth above or such other address as shall be furnished in writing by a party. Such notice or communication shall be deemed to have been given as of the date received by the other party.

15. Entire Agreement

15.1 This agreement contains the entire understanding of the parties hereto with respect to the subject matter contained herein. This agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter and may only be modified or discharged by a written document executed by the parties hereto. No terms hereof may be waived or modified except by written amendment.

16. Severability

16.1 Invalidity of one or more provisions of this agreement shall not invalidate any other provision or the agreement as a whole. The invalid provision shall be replaced by such valid provision which comes closest to the intent and purpose of the parties.

17. Authority

17.1 By the signature below, each signatory hereto warrants that he or she is duly authorised to enter this agreement on behalf of the party he or she purports to represent such that, upon execution and delivery, this agreement shall be a binding legal obligation of such party.

Articles heading herein are included for convenience of reference only and shall not affect the construction or interpretation of this agreement.

IN WITNESS WHEREOF, the parties have duly executed this agreement of 20th August 2021.

Faith to Action Network (F2A)

Muhammadiyah

Name: Peter K. Munene

Name: Prof. Dr. M.Ed Abdul Mu'ti

Title: Chief Executive Officer

Title: General Secretary



Signature:



Signature:

FAITH TO ACTION NETWORK
Date: 20th August 2021
NAIROBI, KENYA
TEL: +254 20 3572302
+254 736 816491

Date: 20th August 2021



Annex A

TERMS OF REFERENCE
Developing Theological Papers on Women's Rights in Islam

Period:

1st August, 2021 – 16th January, 2022

Background

Women's rights: Meeting the Sustainable Development Goal (SDG) 5, gender equality and the empowerment of all women and girls, demands the elimination of discrimination against women and gender-based violence (GBV), as well as the achievement of equality in family laws and social norms. The gaps in terms of women's legal protection frameworks and legal status laws, along with the flaws regarding women's leadership and participation in decision-making are still a persistent problem across different regions and social strata. The United Nations has called the persistence and prevalence of violence against women a *global pandemic*,¹ while the World Health Organization (WHO) refers to it as a *public health problem of epidemic proportions*.² According to UN Women, 35% of women worldwide have experienced either physical and/or sexual intimate partner violence or sexual violence by a non-partner. Violence against women and girls (VAWG) takes many forms and includes intimate partner violence, domestic violence, marital rape, child sexual abuse, 'honour' crimes (dowry-related violence), abuse of older persons and widow abuse, female genital mutilation (FGM), and sex trafficking, among others. These forms of VAWG overlap or intersect with each other, and are at the same time intertwined with discriminatory social norms and legal frameworks. For instance, child early/forced marriage is a risk factor for intimate partner violence.³ Likewise, male domination and control over women, reproduced by patriarchal legal and social norms, are drivers of VAWG in the family. Family laws and/or social norms may impose the duty of obedience and submission from wives to their husbands and therefore justify wife-beating and marital rape. For instance, available data from 70 countries found that 15% of women believe that wife-beating is justified if a woman refuses to have sex with her husband.⁴

Religion and women's rights: Faith is central in women's and men's lives across the world. It influences their life, identity, and behaviour in the following ways:

1. Faith provides people with values which shape how they see themselves as men and women, their social and intimate relationships, and the allocation of power and resources.
2. Faith-based organizations are repertoires of spiritual sustenance and social networks. They play a crucial role in supporting women's daily survival strategies, whether in terms of surviving material hardship or developing the inner spiritual strength to cope with emotionally difficult circumstances.⁵

¹ United Nations (2018, November). "Ending inequality means ending 'global pandemic' of violence against women – UN chief". UN News. Retrieved from <https://news.un.org/en/story/2018/11/1026071>

² WHO (2013). *Global and regional estimates of violence against women: Prevalence and health effects of intimate partner violence and non-partner violence*. Retrieved from https://apps.who.int/iris/bitstream/handle/10665/85239/9789241564625_eng.pdf;jsessionid=232BEC0E104A2C36187291076DEF0868?sequence=1

³ UN Women (2019). *Progress of World's Women 2019-2020. Families on a changing world*. P 124. Retrieved from <https://www.unwomen.org/-/media/headquarters/attachments/sections/library/publications/2019/progress-of-the-worlds-women-2019-2020-en.pdf?la=en&vs=3512>

⁴ *Ibid.*

⁵ Tadros Mariz (September 2010). "Faith-Based Organizations and Service Delivery. Some Gender Conundrums"

3. Psychosocial practices are embedded deeply in the practice of faith communities and can provide support to women and girls: rituals and rites define passages through phases of life, and communities united by belief systems offer mutual support to one another.⁶
4. In many countries, faith-based organizations provide essential public services, such as health services and education. For example, 30% to 70% of the African health infrastructure is owned by faith-based organizations.⁷ Faith-based organizations are specialized in providing access to public services for poor, rural, or marginalized communities. They maintain services during crises and insecurity.

Unfortunately, a worrying increase of conservative interpretations and teachings of religious scriptures and sources has helped legitimize and perpetuate sexist values and practices that reproduce and justify unequal relationships between men and women in different spheres of society.⁸ The obedience of wives to their husbands and the exclusion of women from decision-making in the public sphere and from participating in leadership spaces are frequently encouraged by religious interpretations, cultural legacies, and patriarchal systems that perpetuate women's unequal treatment in their access to public and economic life.⁹

In a regional context where conservative faith actors have been influencing political and legal systems, even forcing women to conform to traditional gender roles, the involvement of faith leaders and faith-based organizations is key to modifying the power structures that legitimize gender roles and restrict women's freedoms. The potential of faith leaders and faith-based organizations to contribute to the transformation of social and gender norms lies in their influential role, in the credibility that they have in society,¹⁰ and in the fact that they operate through organizations and networks that can drive social change worldwide.¹¹ Furthermore, the ability of faith institutions to reach people who cannot be reached through conventional means is a crucial contribution to the overarching prerogative of 'Leave No One Behind'.¹²

Our aims

Faith to Action Network aims at enabling access to credible authoritative theological teachings as well as build consensus on women's rights issues in different faith communities. In advancing women's rights, Faith to Action Network endeavours to support faith actors to address this issue by facilitating dialogues and scripture clarification. This is done through leveraging on the role and responsibility of faith actors in influencing behaviour and decisions of the communities that they serve.

Faith to Action Network will hold a series of consultations through webinars, where the discussion papers on specific topics on Women Rights will be presented and discussed by representatives from institutions of higher learning, civil society organizations and Women Networks.

⁶ Elena Fiddian-Qasmiyeh et al (2013). Local faith communities and the promotion of resilience in humanitarian situations

⁷ WHO (2007). Faith-based organizations play a major role in HIV/AIDS care and treatment in sub-Saharan Africa. Retrieved from <http://www.who.int/mediacentre/news/notes/2007/np05/en/index.html>

⁸ Abu Khalil, A. (2005). *Women in the Middle East*. Retrieved from https://ips-dc.org/women_in_the_middle_east/

⁹ OECD (n.d). *Women in Public Life: Gender, law and policy in the Middle East and North Africa*. Retrieved from <https://www.oecd.org/mena/governance/women-in-public-life-mena-brochure.pdf>

¹⁰ Oxfam (2011). *Gender, Faith, and Development*. Retrieved from <https://oxfamlibrary.openrepository.com/bitstream/handle/10546/144042/bk-gender-faith-development-290911-en.pdf?sequence=3&isAllowed=1>

¹¹ UN Women (n.d). *Religion and Gender Equality*. Retrieved from https://www.partner-religion-development.org/fileadmin/Dateien/Resources/Knowledge_Center/Religion_and_Gender_Equality_UNWOMEN.pdf

¹² WACC (2020). *Bringing gender equality and faith into sustainable development*. Retrieved from <https://waccglobal.org/bringing-gender-equality-and-faith-into-sustainable-development/>

Objectives of the grant partnership with Muhammadiyah

We aim at producing theological papers on Women's Rights in Islam that will achieve the following:

- Provide increased faith literacy on women's rights in Islam, based on credible and authoritative theological explanations.
- Enrich the readers with understanding of theological arguments that supports women's rights in Islam.
- Develop the readers capacity for moral reasoning, specifically in terms of the rights of women in Islam.

Scope of the work

Muhammadiyah will appoint a group of scholars to develop 6 theological papers that addresses the issues of Women's Rights in Islam with reference to Islamic sources. These theological explanations will be on the six women's rights topics listed below:

Theological Paper 1: Concept of gender equality in Islam - This paper presents the normative Islamic position on gender equality. It seeks to distinguish between dominant cultural practices that are prevalent among Muslim communities and real image of women in Islam.

Theological Paper 2: The question of women's participation in private, public, and political life in Islam - This paper provides clarification on the concept of women's participation and the Islamic view of women leadership in the family and public sphere.

Theological Paper 3: Position of Islam on violence against women: A critical look at sexual and gender-based violence and domestic violence - This paper seeks to provide clarity on the standpoint of Islam on violence against women. It also presents the role of Islam in preventing sexual and gender-based violence and domestic violence.

Theological Paper 4: Status of women's property rights in Islam - This paper seeks to provide theological clarity on the capacity of women to own, inherit, buy, sell, transfer, and bequeath property in Islam.

Theological Paper 5: Right of custody to children in Islamic law - This paper unpacks the concept of custody in Islamic law with a particular focus on the right of women to child custody from the perspective of progressive Muslim thought.

Theological Paper 6: Women and the right to bodily integrity in Islam - This paper presents progressive Islamic viewpoints on the right of women to bodily autonomy

The papers developed should ensure that there is a true representation of the rights of women as portrayed in different Islamic Schools of thoughts, supported by theological sources.

Each paper should be 2 to 3 pages long. Ideally, the scholars are invited to submit their papers in Arabic or English or Bahasa. If the papers are submitted in Arabic or Bahasa only, Faith to Action Network will ensure that they are translated into English.

Muhammadiyah will also be invited to the consultation process and to present the papers during consultation processes (in Arabic and English). The consultation process will facilitate discussions on women's rights in Islam, between leading Islamic scholars and local Muslim scholars and Imams, civil society organizations and Muslim women's rights networks.

The appointed scholars are:

No	Chapters	Name Authors	Title/s	University Affiliation	Position in Muhammadiyah- 'Aisyiyah organizations
1	Concept of gender equality in Islam	Alimatul Qibtiyah	Prof, Ph.D. M.Si. MA	Faculty of Da'wah and Communication, State Islamic University, Sunan Kalijaga Yogyakarta	<ul style="list-style-type: none"> • A Chairwomen of Research and Development at National Board of 'Aisyiyah • Member of Council of Tarjih and Tajdid, National Board of Muhammadiyah
2	The question of women's participation in private, public, and political life in Islam	Siti Syamsiyatun	.Ph.D, MA.	Faculty of Da'wah and Communication, State Islamic University, Sunan Kalijaga Yogyakarta	<ul style="list-style-type: none"> • Member of Research and Development at National Board of 'Aisyiyah
3	Position of Islam on violence against women: A critical look at sexual and gender-based violence and domestic violence	Tuti Alawiyah	MSSW Ph.D	Social Welfare Department, Faculty of Social and Political Science, University of Muhammadiyah Jakarta	<ul style="list-style-type: none"> • Member of the Environment and Disaster Management Division of National Board of Aisyiyah
4	Status of women's property rights in Islam	Ai Fatimah Nur Fuad	Ph.D M.A M.Si	Faculty of Islamic Studies, University of Muhammadiyah Prof. Dr. HAMKA	<ul style="list-style-type: none"> • Member of Islamic Boarding School Division of National Board of Muhammadiyah
5	Right of custody to children in Islamic law	Lailatis Syarifah	Lc., M.A.	Faculty of Business and Economy, State Islamic University, Sunan Kalijaga Yogyakarta	<ul style="list-style-type: none"> • Member of Council of Tarjih and Tajdid, National Board of Muhammadiyah • Member of Cadre Division National Board of Aisyiyah
6	Women and the right to bodily integrity in Islam	Sukendar	M.Ag, MA, Ph.D	Faculty of Theology and Humanities, State Islamic University, Walison go Semarang	<ul style="list-style-type: none"> • Member of Council of Tarjih and Tajdid, Central Java Province of Muhammadiyah
7	Editor and leader of the team	Abdul Mu'ti	Prof. Dr. M.Ed	Faculty of Islamic Education, State Islamic University, Syarif Hidayatullah, Jakarta	<ul style="list-style-type: none"> • General Secretary of National Board of Muhammadiyah

Duration

Faith to Action Network expects to receive the 1st draft of the theological papers by October 30th. The paper will be translated and undergo review before sharing feedback with Muhammadiyah.

Muhammadiyah will be expected to review the changes suggested and share the final draft by January 16th 2022.

Timeframe

Item	Deadline
Faith to Action Network shares Letter of Request and Terms of Reference (TORS).	As soon as possible
Muhammadiyah Seeks Clarification on the TORS and Letter of Request.	As soon as possible
Muhammadiyah presents 1 st Draft of six papers in English, Arabic or Bahasa	October 30 th 2021
Faith to Action Network translates the six papers into English	November 30 th 2021
Faith to Action Network and Muhammadiyah discuss the six papers and provide feedback	December 9 th 2021
Muhammadiyah presents final draft.	January 16 th 2022

Payment

Faith to Action Network will avail a budget as shown below to facilitate the process of writing these theological papers.

Budget item	Total (EUR)
<i>Senior scholars, Muhammadiyah – developing 6 theological papers (2 to 3 pages)</i>	6,000 EUR

This amount will be paid as per the below schedule:

Deliverables	Payment
Draft 1	50%
Final Draft	50%