CFW MoU template

## 1. Introduction

This Memorandum of Understanding (hereafter referred to as MoU)

between

**NAME AND ADDRESS OF THE AGENCY**

and

**NAME AND ADDRESS OF THE MUNICIPALITY,**

enters into effect on DATE.

This MoU is signed within the framework of the project, NAME OF PROJECT, which is to be implemented in LOCATION from TIME-FRAME.

The present introduction, as well as any other section contained herein, is considered integral to the present agreement for cooperation and includes the mutual targets for both interested parties undersigning below.

## 2. Purpose

The main objective of this MoU is to set forth the general terms and conditions of the cooperation between the parties regarding the objectives of the project, in order to carry out efficient and effective implementation of the cash-for-work component of the project.

## 3. Roles and responsibilities of the municipality

* 1. To ensure that all involved municipal staff are aware and understand the objectives and goals of the project
	2. To nominate a focal point who will support the implementation of the project
	3. To assist in publishing the project announcement within the agreed deadline **(details to be provided in Annex)**
	4. To agree with **AGENCY** a common approach by which to select the beneficiaries of the project and develop selection criteria for inclusion
	5. To provide support in the selection of beneficiaries and preparation of the primary beneficiary list in line with the developed selection criteria **(details to be provided in Annex)**
	6. To organize the identification of suitable work enterprises such as garbage collection, public infrastructure rehabilitation, municipal/community maintenance works, gardens and parks renovation and any other appropriate activities
	7. To draft and agree upon with **AGENCY** staff a detailed and feasible work plan of tasks to be organized and carried out by the beneficiaries **(details to be provided in Annex)**
	8. To identify, assign and allocate supervisors to monitor daily works at the work sites for the duration of the project
	9. To inform **AGENCY** of the required tools and materials for the works and report on additional needs and quantities
	10. To store and distribute the tools needed by the beneficiaries on a daily basis to perform the works
	11. To collect workers’ attendance sheets, which will be filled in by supervisors and secured in the municipal office until the originals are collected by **AGENCY**
	12. To provide transport for beneficiaries between the agreed pick-up location and the work sites
	13. To coordinate with **AGENCY** on planning and works follow-up and report any specific issues
	14. To ensure the protection and safety of the beneficiaries while they are carrying out the assigned tasks

## 4. Roles and responsibilities of AGENCY

* 1. To outline clearly the aims, objectives and goals of the project to the municipality and facilitate the dissemination of such information to involved municipal staff
	2. To nominate a focal point for the project
	3. To procure and ensure the timely delivery of the tools requested by the municipality to perform the planned works
	4. To ensure the selection criteria are aligned with the humanitarian principles of, and other efforts conducted by, the humanitarian community
	5. To facilitate the final selection process for beneficiaries in compliance with the agreed selection criteria
	6. To prepare and authorize the final beneficiaries list
	7. To prepare and sign the working contracts of the selected beneficiaries
	8. To analyse and select the most-suitable cash transfer modality in close coordination with other humanitarian agencies
	9. To issue the workers’ payments and the transfer of funds according to the selected cash transfer modality and based upon the attendance sheets
	10. To manage the project funds and all the project expenditure according to the Agency’s internal procedures
	11. To ensure transparency and effectiveness through conducted field visits and inform beneficiaries on the selection procedure
	12. To follow up on the progress of the project and the beneficiaries
	13. To monitor and evaluate project implementation
	14. To decide upon the final ownership of any purchased goods and assets and perform all handover procedures

## 5. Amendments

Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU must be agreed upon in writing by the two parties and will be effective only when executed and signed by all parties to this MOU.

## 6. Termination of contract

Both parties have the right to cancel the present MoU at any time with written notice of one month.

The MOU will be deemed null and void if continuation of the project is not possible due to force majeure. **Agency** is allowed to cancel the present MOU if:

* Agency’s programmes become inaccessible in the region due to the security situation
* Agency’s activities in the country are suspended

## 7. Conclusive provisions

* 1. The provisions of the MOU shall prevail over any other verbal or written agreement made previously between the parties
	2. The parties will do their best to settle any dispute and/or misunderstanding arising from the present MOU by negotiation
	3. In the case where a dispute and/or discrepancy cannot be resolved by negotiation, the matter will be resolved under the jurisdiction of the courts of the country
	4. The MOU is made in English and the local language, and both parties will receive one copy of the contract in each of the languages

Date: **XX/XX/XXXX**

For and on behalf of Agency Municipality

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