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**Islamic Republic of Afghanistan**

**Ministry of Education**

**Female Youth Employment Initiative (FYEI)**

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**DRAFT MEMORANDUM OF UNDERSTANDING (MOU)**

***Between***

**Coordination of Humanitarian Assistance (CHA)**

**And**

**XXXXXXXXXXXXXXXXXXXXXXXX (XXXX)**

This is an agreement between “Party **A**”, hereinafter called - CHA and “Party **B**”, hereinafter called XXXX, which is approved by the Ministry of Education (MoE) of the Islamic Republic of Afghanistan (IRA).

1. **PURPOSE & SCOPE:**
   1. This MoU is legally signed between Party A and Party B whereby the Ministry of Education will support the financial part of the agreement from the FYEI budget financed by the World Bank.
   2. The purpose of this MoU is to facilitate cooperation and collaboration between the two parties in areas of mutual interest: Provision of internship and placement opportunities for the FYEI training graduates.
   3. The MoU will establish coordination mechanisms between the two parties for the better implementation of the Pilot Female Youth Employment Initiative that is being implemented in four targeted districts of Balkh province (Balkh, Dehdadi, Khulm, Sholgara) and the capital city Mazar-e-Sharif.
   4. The MoU will build consensus on joint and separate actions to facilitate the transition of girls and young women from home to work by provision of internship and placement opportunities to the FYEI training graduates within the respective organization.
   5. The MoU will develop strong partnerships so as to continue within the forthcoming years in the case of the possible scale-up of this initiative into a national program.
   6. The MoU will clearly identify the roles and responsibilities of each party.
2. **BACKGROUND:**
   1. **FYEI**

Female Youth Employment Initiative (FYEI) is currently taking place in Balkh province on a pilot basis. The project is aimed at building capacity of young women, who have graduated from class 12 with basic job skills, computer, English and life skills to enable them to enter wage employment in the government, private, public and NGO sectors. The project target is 1,300 girls and young women in the districts of Balkh, Dehdadi, Khulm, and Sholgara and the capital city Mazar-e-Sharif. FYEI is administered by the Ministry of Education of the Islamic Republic of Afghanistan and the World Bank and implemented by the Coordination of Humanitarian Assistance (CHA).

FYEI is being implemented in three different stages which are: I) Classroom training phase, II) Internship phase, and III) Placement phase. Through this mutual understanding, CHA will introduce an agreed number of FYEI training graduates to your respective organization for the internship and placement phases, whereas CHA, with the financial support of Ministry of Education, will provide some amount to cover the accommodation and transportation cost of the introduced graduates during the three-month internship period. After the successful completion of the internship period, the respective organization is committed to the placement of minimum 30% of the interns within the organization (placement phase).

* 1. **XXXX**

XXXXXXXXXXXXXXXXXXXXXXXX

1. **AREAS OF COOPERATION AND GUIDING PRINCIPLES:**

The aim of this agreement is to provide an internship opportunity for the graduated students from FYEI training centers. The Agreement is signed between the above-mentioned parties to implement the Internship component of FYEI Project.{Name of the company} wishes to participate and support the overall aim of the FYEI project with its expertise in the area of internships and possibly for the placement of the graduated students within the company.

1. **CONSULTATION AND EXCHANGE OF INFORMATION:**

The Parties will ensure to keep each other informed and consult on matters of common interests, which in their opinion are likely to lead to mutual collaboration, including new initiatives, development of cooperation policies and strategies, operational agendas and procedures.

The Parties may organize and convene in weekly progress review meetings at Provincial Level and bi-weekly at Central level under this MoU for a progress review and plan future activities.

CHA will support the process of sharing knowledge and information gathered through this assessment with agreed methodology and process as and when required by the both parties.

1. **OTHER ARRANGEMENTS:**

To implement specific activities in the cooperation areas envisioned herein, the Parties will prepare and be guided by an Action Plan and conclude specific arrangements as may be necessary and appropriate. The activities envisaged under this MoU in section (1), will be carried out in accordance with each party’s internal regulation, rules and directives.

If both Parties recognize that any further activities are needed for the improvement of the project, then the modalities (operational, administrative and financial) will be decided mutually.

The Project Manager FYEI - CHA, and the XXXXXX of XXXXX, will be the focal points for MoU implementation whereas the Ministry of Education will support the implementation of this MoU by provision of financial support from the approved budget of FYEI from the World Bank.

1. **SPECIFIC RESPONSIBILITIES UNDER THIS MOU :**
   1. **The First Party: CHA**
      1. CHA will select (**#**) interns to the company by an official letter according based on the possible number of internship opportunities within the respective organization. XXXX (company) will then interview the nominated interns and make a final selection based on a standardized interview process.
      2. CHA with collaboration of FYEI- MoE will follow the interns to ensure their regular attendance.
      3. Based on the organization feedback, CHA will provide the required support during the internship period of the interns and will provide refresher training to the interns in their working areas so as to ensure the improved skills of the interns within the respective organization.
      4. The Social Marketing officer will regularly follow the interns within the organization and will seek the possible opportunities for their placement.
      5. CHA will transfer the amount agreed on so as to provide the required financial support to the interns within the respective period of internship.
      6. CHA will provide the monthly attendance report of all interns within the specific organization to FYEI - Ministry of Education, so the MoE will release the specific amount for the transportation and food allowance of all interns to CHA.
      7. CHA will have to transfer a sum of (# Afs) to the bank account of the second party on a monthly basis during the internship period of the FYEI graduates, to cover the monthly transportation and food allowance of (#) interns within the respective organization.
   2. **The Second party:{XXXXX}**
      1. Provision of internship opportunity to a total of (#) FYEI graduated students in the company
      2. Post the terms of reference for the internship in a public venue, such as a job center and online.
      3. Interview the nominated students and select those most qualified to serve as interns.
      4. Provide the required facilities in the working office to all interns.
      5. Provide the monthly attendance report of the interns to the first party within 5 days after completion of the reporting month.
      6. Provision of a good environment to help the new intern to experience a sound office atmosphere as to encourage her for further steps here or elsewhere.
      7. If possible, let the intern to be supported technically by a female staff of this company.
      8. The intern should be trained to learn all rules and regulations within the company (such as arriving on time for work). This will help the intern to become more responsible and punctual.
      9. Be in contact with the CHA project social marketing officer and provide feedback about each intern’s improvement or further needed skills on weekly basis.
      10. In case of placement opportunities, the company will provide preference to the FYEI interns.
      11. Provide a certification letter to all FYEI interns within the organization at the end of the internship phase to help her in finding job.
      12. Pay a sum of (# Afs) to each of the (#) interns on a monthly basis for the transportation and food allowance of the FYEI beneficiaries.
   3. **Ministry of Education (MoE) the approving Authority:**
      1. This MoU will be valid after the verification and approval of MoE.
      2. MoE will transfer the cash amount to the bank account of CHA and CHA will transfer the same amount to the respective organization.
      3. MoE will ask for the list of all interns along with their attendance report from CHA to process the payments.
      4. MoE will provide an amount of (# Afs) for each of the interns on monthly basis. The total amount will be transferred to the CHA account in the last week of the reporting month so as to ensure that payments are made on time to the interns.
      5. The total financial value of this MoU is a sum of (# Afs) which will be transferred in three installments to the CHA bank account by the end of each month.
      6. MoE will ask for a list of interns, their attendance report, and M&E verification before each installment is released.
2. **PERFORMANCE AND RELATIONSHIP BETWEEN PARTIES**
   1. In performing the services with regard to the project, the Parties will act to the best of their abilities.
   2. Both parties will have weekly provincial and monthly meetings on a central level so as to brief and update each other; CHA will share the meeting minutes with FYEI project staff in the MoE.
   3. Both parties will provide updates to one another and CHA will provide, in turn, the updates to the FYEI project staff in MoE.
   4. The parties will act as independent contractors. The parties cannot make any binding arrangements with third parties on behalf of the other Partner.
   5. Parties will indemnify against and hold each other harmless from any third party’s claim as a result of any of the indemnifying party’s act or omission.
   6. No extra fees shall be due or exchanged between the Parties for the purpose of this agreement.
3. **TERMS AND TERMINATION**
   * 1. This Agreement is effective from {XX/XX/20XX} and expires on {XX/XX/20XX}.
     2. Partners may prematurely terminate this Agreement with a notice period of 10 days back, based on the monthly evaluation.
     3. Parties will consult each other 10 days before the termination as to whether the agreement can be expanded.
     4. In case of termination, the Partners will consult each other about the consequences of the termination and they are required to agree collectively on a satisfactory conclusion of cooperation.
4. **INTERIM EVALUTION**
   1. Partners will monthly evaluate this Agreement with due consideration of the reporting requirements of {company name}.
   2. Partners will give each other all information needed at their first request.
   3. Based on the evaluation and after formal agreement Partners may mutually decide to adjust the agreement.
   4. Following this evaluation, Partners may decide to terminate the Agreement prematurely with a notice period of 10 days.

This Agreement constitutes the whole agreement between the Partners and understanding or agreement between them relating to the subject matter of this Agreement.

By affixing your signature below, acting as the agent of your organization, you hereby certify that the grand summary presented above fairly and accurately represents your organization’s program and that you accept all terms and conditions as stated above.

**Signed by:**

**Coordination of Humanitarian Assistance (CHA) {Company name}**

**Sign: ---------------------------------------- Sign: ------------------------------**

**Name: ---------------------------------------- Name: -------------------------------**

**Title: ----------------------------------------- Title: --------------------------------**

**Date: ------------------------------------------ Date: --------------------------------**

**Approved by:**

**Ministry of Education**

**Signe: -----------------------------------------**

**Name: -----------------------------------------**

**Title: -------------------------------------------**

**Date: -------------------------------------------**