**MEMORANDUM OF UNDERSTANDING**

[INSERT PARTY A], an [INSERT COUNTRY/CITY] branch of [INSERT AGENCY NAME] (“[INSERT ABBREVIATION]”), a charitable, not for profit foundation registered under the laws of [INSERT COUNTRY/STATE], and [INSERT PARTY B] ("[INSERT ABBREVIATION]"), a company incorporated in [INSERT COUNTRY], enter into the Memorandum of Understanding ("MOU") on the [INSERT DATE]. In this MOU, [INSERT PARTY A] and [INSERT PARTY B] are known mutually as Parties and separately as a Party.

**Background Information**

I. [INSERT PARTY A] is a branch of [INSERT AGENCY], which belongs to the [INSERT ANOTHER AGENCY] recognized by popular shareholder and philanthropist [INSERT PERSON’S NAME]. The primary aim of [INSERT PARTY A] is fostering the conversion of a closed community to a more available one. During its formation in the country in [INSERT YEAR], [INSERT PARTY A] has urged the transformation of the third sector. This is done by awarding grants and through operational tasks to assist civic initiatives in education innovations, premium communication methodologies, human rights and ground rule, checking of public health, mass media, gender equality, and arts and culture. Taking response to new challenges of the country’s development, [INSERT PARTY A] has recently focused on developing and enhancing civil society involvement in liberalization process, great supervision, and transparency of the utilization of national resources.

II. [INSERT PARTY B] is part in the development and construction of a number of substantial development of energy and transportation projects in [INSERT COUNTRY/STATE]: [INSERT PARTY B] is a participant and shall serve as the franchisee of the [INSERT ORGANIZATION]; [INSERT PARTY B] is the supervisor and a [INSERT PARTY B] subsidiary is a stakeholder in the [INSERT COMPANY NAME]; A [INSERT PARTY B] subsidiary is the technical operator and a [INSERT PARTY B] affiliate is a stakeholder in the [INSERT 2ND COMPANY]; and [INSERT PARTY B] serves as the construction [INSERT POSITION] and the operator of the [INSERT PROJECT NAME].

III. Both Parties agree that the projects are the most essential industrial development in the [INSERT COUNTRY/STATE] and hold the commitment to significantly lessen poverty in the region. During construction, several programs that are being monitored shall evaluate issues that are related to the projects which include: social matters in various communities near the project; issues regarding land ownership; protection of the environment; preservation of historical artifacts; local business content, and protection of the workers’ rights that are involved in the construction of the projects.

IV. Both Parties will acknowledge that Nongovernmental Organizations ("NGOs") will play a very important role throughout the construction process in assessing the projects that are relevant. The parties will assist the NGOs in several tasks and activities. At the same time, the parties understand and agree that in order for the activities to be compelling, NGOs shall maintain their independence from the parties since NGOs can support purposeful assessments of the projects to the parties as well as to the community.

V. [INSERT PARTY A] requires to provide numerous NGOs with aid and support so

That NGOs chosen by [INSERT PARTY A] can give assessments during the

Construction process of the projects to the parties as well as to the community. [INSERT PARTY B] wants to provide assistance to [INSERT PARTY A] in this venture as defined in this Memorandum of Understanding [INSERT PARTY A] and [INSERT PARTY B]

**THE PARTIES ACKNOWLEDGE:**

**1. Appointment of Coordinators.**

If a Party fails to designate the given duties at the time this MOU is in effect, within [INSERT NUMBER OF DAYS] after the date of effectivity, a party will provide notice to the other party of its assigned coordinator in performing several duties and responsibilities set out in this Memorandum of Understanding. A party may alter the intended coordinator by handing out a notice to the opposite party.

**2. Responsibilities and Function.**

a. The Parties acknowledge that all tasks stipulated by this Memorandum of Understanding are to be carried out in a work plan formed by the facilitators.

b. For every work plan, [INSERT PARTY A] will choose NGOs who will be participating and people by following the terms and conditions of the NGO self-selection process as set out in this Memorandum of Understanding.

c. [INSERT PARTY B] will offer assistance and support through [INSERT PARTY A] to the coordinating NGOs in the pattern of technical and industrial assistance. This will include essential health needs, safety, security, tasks, logistical arrangements, and environmental training for any on site activities, logistical arrangements, transportation, etc. The assistance and reinforcement to be given by [INSERT PARTY B] shall be carried out in the work plan. [INSERT PARTY A] recognizes that because of operational, safety, monetary, and security reasons, [INSERT PARTY B] may decrease the number of individuals from coordinating with

[INSERT PARTY A] and coordinating NGO when performing on site visits.

d. [INSERT PARTY A ac] agree and recognizes that [INSERT PARTY A] and its partnered organizations engaged in building of projects that are used by several contractors and subcontractors. [INSERT PARTY B] shall make use of all needed efforts in securing the collaboration of such contractors and subcontractors. This is required when implementing the provided work plan.

e. Both parties acknowledge in using all appropriate efforts to integrate their duties and tasks with respect to the work plan development.

f. Both parties acknowledge that this Memorandum of Understanding is not selective and each party shall work with NGOs external to the context of this Memorandum of Understanding, with respect to the plans emerging with numerous projects. Both parties also agree that [INSERT PARTY B] aspires to constitute a [INSERT PROJECT/ACTIVITY NAME] in [INSERT COUNTRY/STATE] in addressing citizen resources when the projects move into the operating process and both parties are engaged in discussing coordination on this matter.

**3. Work Plans - Development.**

Within [INSERT NUMBER OF DAYS] after the effective date, [INSERT PARTY A] manager shall provide the [INSERT PART B] manager a written notice of its proposed work plan. Particular assessments to be implemented by coordinating NGOs for each of the projects including the:

* NGOs proposed by [INSERT PARTY B];
* The number of people discussing a project as specific assessments to be carried out by participating NGOs for each of the Themes including the:

• NGOs proposed by [INSERT PARTY B];

• Number of individuals addressing a Theme as indicated by a Working Group.

• Evaluation of a specific project to be finalized by the proposed NGO;

• Number of relevant projects;

• Assignments to be finished by the outlined Working Group;

• Support and assistance that need to be provided to the outlined proposed Working

Group by [INSERT PARTY A] and [INSERT PARTY B];

• Aid and assistance by [INSERT PARTY B] to the proposed Working Group;

• Exact Date the Assessment Report is to be handed out by the proposed Working

Group to [INSERT PARTY A]; and

• Evaluation and discussion period to be provided to [INSERT PARTY A] and to [INSERT PARTY B]. This is before the Working Group creates its Assessment Report and is readily available to the community.

**4. Work Plans – Review, Discussion, and Confirmation**

a. The [INSERT PARTY B] Manager shall have [INSERT NUMBER OF DAYS] to provide written reviews and remarks on the proposed Work Plan by handing out a written Notice to the [INSERT PARTY A] Manager. After obtaining such remarks, both of the Managers will meet and have a proper forum regarding the Work Plan in rectifying anything with the Coordinator. After receipt of such comments, the Coordinators may meet and discuss the Work Plan to resolve any issues.

b. A Work Plan will not be effective until it is signed and authorized by [INSERT PARTY A] Manager and [INSERT PARTY B] Manager.

c. [INSERT PARTY B] will be available to [INSERT PARTY A] regarding public context information. This data contains [INSERT PARTY A]’s public context information regarding essential projects such as copies of quarterly reports prepared by [INSERT PARTY B] for several financial entities lending monetary fund in order to finance the work of some of the projects.

d. [INSERT PARTY A] will then disseminate such public context information to the

Working Groups, under the standard flow of business, and recommend the

Following website to Working Groups: [INSERT WEBSITE]

c. During the process of onsite visits, people from Working Groups may question and discuss issues with [INSERT PARTY B] staff and management. But after onsite visits, information discussion and requests from Working Groups shall be distributed to [INSERT PARTY B] via [INSERT PARTY A]. [INSERT PARTY B] will then provide information to the Working Groups via [INSERT PARTY A].

d. Both Parties acknowledge that [INSERT PARTY B] will and shall sustain details that are confidential for commercial, security, or safety reasons, as described by [INSERT PARTY B]. In case such information request is declined, [INSERT PARTY B] will then provide a written explanation that stipulates the reasons for the Memorandum of Understanding.

e. Training – Safety, Health, Environment, and Security

The Parties acknowledge that all staff and employees from [INSERT PARTY A] and employees from Working Groups shall obtain safety, health, environment, and security training from [INSERT PARTY B] prior the onsite visit of any projects. [INSERT PARTY A] also acknowledges that [INSERT PARTY B] may demand employees from [INSERT PARTY A] and employees from Working Groups may depart the site of any project if employees fail to comply in following the rules and regulations of [INSERT PARTY B].

f. Biannual Meetings.

Both Parties will need to organize quarterly meetings by representatives from [INSERT PARTY A], [INSERT PARTY B], and for Working Groups. Relevant projects for the Working Group include information regarding: strategies of being employed; recent construction, and other activities; and future work. During briefings, [INSERT PARTY A] and the Working Groups may discuss and explain further their methodologies, activities, plans for monitoring, and providing primary reports of their researches.

g. Assessment Report – Discussions and Press Release.

[INSERT PARTY A] shall secure and will always make available to the Working Group all the

Services of a legible unbiased international or local institution that serve as the on-call resource party. This institution should provide advice regarding good practice and proper monitoring as well as assessment strategies. The major purpose of this organization’s participation is to help ensuring observations and assessments that are presented professionally.

h. To develop transparency and to provide exact and correct information to the public, both

Parties acknowledge that [INSERT PARTY A] will require every Working Group to create blueprints of written reports that are available to [INSERT PARTY A]. [INSERT PARTY A] will provide notice of the said blueprints to [INSERT PARTY B] for further review and remarks. After, there will be an organized discussion between the Working Group and [INSERT PARTY B]. The major reason of the review, remarks, and discussion is not to provide [INSERT PARTY A] or [INSERT PARTY B] with editorial control but instead to allow the correction of substantive errors and lapses.

i. [INSERT PARTY B] agree that [INSERT PARTY A] as well as the entire Working Groups retain full discretion and hold over the form and context of any written report written to the press or to the mass audience.

This MOU will stay in effect for [INSERT YEAR DURATION]. The effectivity date is subject for review by both Parties on [INSERT MONTH AND YEAR]. If either party agrees to terminate the Memorandum of Understanding, [INSERT PARTY A] and [INSERT PARTY B], shall give preceding written notice.

j. If, after a justifiable period of time for discussions and negotiations about the terms of a Work Plan, the Managers can’t agree and sign such Work Plan, the Managers can have other personnel from their respective organizations. This personnel will then attempt to resolve the said negotiations and discussions. If, in case after a reasonable amount of time these predicaments can’t be fixed, any party shall provide notice of termination of this Memorandum of Understanding to the other party.

k. In case the Notice of termination is provided, the Parties shall acknowledge that there will be no allegations made connected to or emerging from the discontinuation of this Memorandum of Understanding.

**5. Acknowledgement of Risks, Release and Safety.**

[INSERT PARTY A] agrees that any on site visit a Project may involve harm, risk, or injury to volunteers or employees of [INSERT PARTY A] or of people that are part in the Working Groups. Even after the finalization of valuable training by [INSERT PARTY B] and with [INSERT PARTY B]'s on-site safety precautions in place, the risk of harm or injury to such people may still continue to occur.

[INSERT PARTY A] acknowledges that it will require its staff and personnel to make an onsite visit to a certain project site and then sign an Acknowledgement of Risk and Safety Agreement given by [INSERT PARTY B].

Such agreement shall divulge the underlying risks of visiting the Project site and will make [INSERT PARTY B] harmless from any allegation of injury by such volunteers or employees and any claim of injury by such employee or volunteer associated during the onsite visit emerging from the employee or volunteer’s negligence.

**6. Notices**

All request, notices, and other communications needed by this Memorandum of Understanding shall be in writing which include: telefax, wire, email, or other similar forms of writing. Each party has the right to alter the details of its address by providing prior notice to the other party.

a. Dispute Resolution and Governing Law

* This Memorandum of Understanding shall be supervised by and identified in accordance with the laws of [INSERT COUNTRY/STATE], not including any selection of law rules that would acknowledge the aspects to the laws of another jurisdiction.
* Any dispute emerging out of or in relation with this Memorandum of Understanding, including any clarifications, questions, about its existence, termination, or relevance by good negotiation of the parties. If such dispute cannot be fixed after a rational period of time, the conflict shall then be forwarded to an expert assigned by joint agreement of both parties.
* The parties shall partake the cost for the work of the assigned expert. On the other hand, the assigned expert shall propose procedures to have the conflict fixed speedily, such procedure shall be governed in a fair, just, and unbiased manner all at an average cost to both parties. All discussions or proficient proceedings with respect to a dispute will be kept, at all cost, confidential between both parties. After, any decision of such expert will be valid on both Parties and will be final and excluding right of entreaty. The language preference to be used by any expert must be English.

b. Conduct of the Parties

* Each Party guarantees that it and its subordinates have not formed, offered, or authorized and will not create, offer, or authorize, with respect to the reasons which are the subject of this Memorandum of Understanding, any form of payment, gift, payment of coordination, promise, or other benefit, regardless directly or via any other individual or entity, to or for the utilization or benefit of any public official (i.e., any person holding a legislative, or judicial title, including any individual employed by or acting on behalf of a government institution, a public corporation, or a public international organization) or any political party official or appointee for office.
* Each Party shall immediately respond in rational detail to any notice from either party reasonably affiliated with the aforementioned warranty, and furnish any right documentary assistance for such response. This shall be upon request from such other party hereby.

Taking of any action in respect to another Party that would result in a lack or incorrect tracking and reporting of assets, obligations, or any other transaction, or which would put such Party in misdemeanor of its responsibilities under the laws which are applicable to the operations related to this Memorandum of Understanding.

c. Miscellaneous

* Citations to any document or agreement will be deemed as a citation to such document or agreement as it may be revised, varied, supported, or appointed. Terms described in this Memorandum of Understanding are recorded in parenthesis and quotation marks when being explained and are shown in this entire Memorandum of Understanding.
* A Party is not allowed to transfer or assign this Memorandum of Understanding or any of the rights or responsibilities without preceding written consent of the other party. This Memorandum of Understanding may only be modified in writing signed by a legal representative of each of the party.

d. Both Parties will, at all times abide with all laws, ground rules, regulations, or official governmental orders of [INSERT COUNTRY/STATE] and of any authorized personnel which now are in the future become applicable to the tasks and duties supervised by this Memorandum of Understanding.

When the document has been acknowledged by the Working Group, it implements out its

Recording activities - detailed planning, on-site visits, data evaluation – observed by the Managers and managed by [INSERT AGENCY] where possible. If training in writing of report and skills demonstration and discussion have not yet taken place, the Working Group will then receive training prior to drafting a report on its theme for presentation to the other NGOs for remarks and discussion. The Experts draft their report and/or presentation as per the work plan and agree it within the Working Group.

When the report has provided for general agreement and for precision, it is forwarded to [INSERT PARTY A] and [INSERT PARTY B] for comment, and to enable [INSERT PARTY B] in deciding how to respond to any criticisms, requests or recommendations. [INSERT PARTY B] produces recommendations if there are any.

If there is dispute between the Working Group and [INSERT PARTY B], the disagreement on the report, evaluation and assessments, [INSERT PARTY A] shares the report with a nonpartisan qualified individual. A Neutral international or local organization also aids to assess the report and in helping to make certain that all observations and assessments are presented in the most professional way.

Monitoring findings, [INSERT PARTY B] answers and assesses reports on each project are published back to NGO community, who chose the working group in question. The monitoring groups will advertise the report once they have the essential remarks from NGO community. On the monitoring report, [INSERT PARTY B] responses and evaluates comments. A group review meeting is held with all of the NGOs in the Working Group. These people are relevant to the said Working Group, and the Evaluators shall provide feedback to their fellow Working Group members on how precise and good the monitoring process was done. [INSERT PARTY A] creates a final report based on results of monitoring activities on the projects, reviews, and acknowledges it with the record-tracking, [INSERT PARTY B] and an Independent institution.

Signed and Authorized by:

[INSERT TITLE AND DATE]