MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), hereinafter referred to as the Memorandum, entered into on \_\_\_\_\_\_\_\_\_\_\_\_\_\_, by and between

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(hereinafter referred to as the “Vocational Training Institute” or “VTI”)

And

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(hereinafter referred to as the “Enterprise no.1”)

and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(hereinafter referred to as the “Enterprise no.2”)

and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(hereinafter referred to as the “Enterprise no.3”)

collectively known as the "Parties"

***WHEREAS***, the aforementioned Parties desire to enter into the herein described cooperation in order to accomplish the goals and objectives set forth.

1. **MISSION**

The aforementioned has been established with the following intended mission in mind: Increase employability of vocational education and training (VET) graduates, contribute to raising the overall quality of VET and align it with the market labour needs.

1. **PURPOSE AND SCOPE**

Memorandum of Understanding provides the corner-stone of the mutual cooperation among Parties for the purpose of forming VET Consortia and achieving common goals related to their grant application placed with the Kosovo Challenge Fund (KCF).

1. **OBJECTIVES**

The Parties shall endeavour to work together to develop and submit the grant application with KCF.

The application is going to be focused on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (please briefly describe planned activity here)

Parties take joint responsibility for the preparation, planning, implementation, monitoring, and reporting on the Cooperative Training (CT).

Participating enterprises enable in-company training as a key element of the CT programme during which trainees acquire practical workplace relevant skills.

Practical skills assessments of trainees under CT measures are jointly developed and conducted by VTI and participating Enterprises.

1. **RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES**

It is the desire and the wish of the aforementioned Parties to this MOU Agreement that this document should not and thus shall not establish nor create any form or manner of a formal agreement or indenture, but rather an agreement between the Parties to work together in such a manner that would promote a genuine atmosphere of collaboration and alliance in the support of an effective and efficient partnership and leadership meant to maintain, safeguard and sustain sound and optimal managerial, financial and administrative commitment with regards to all matters related to the grant application with KCF.

In the frame of this MOU Agreement the VTIs and Enterprises will plan and implement the CT programme with the learner’s accident insurance and payment of allowances for the participation at in-company training in line with the national regulations. The VET consortium will treat all learners in the offered training equally, regardless of their race, ethnicity, nationality, class, caste, religion, belief, sex, gender, language, sexual orientation, gender identity, sex characteristics, age, health or other status.

During the period of the implementation of CT, the Enterprises will make available in-company trainers and CT coordinators, commit to provide sufficient workplace learning capacities (e.g. training space with the equipment), and materials necessary for the in-company training.

VTIs will be responsible for all matters related to approval of the curriculum applied in the CT, will offer their resources, namely the VET teachers and CT coordinators. They will initiate and coordinate the implementation of the Cooperative Training Plan (CTP) with the assistance of the Enterprise’s CT coordinators and in-company trainers; support in-company trainers in terms of pedagogics; monitor and evaluate the learning results of the learners.

All parties of the MOU will actively contribute to the identification, planning, implementation, monitoring, evaluation, assessment, and certification of the Cooperative Training.

1. **TIMELINE**

The above-outlined scope and objective shall be contingent on the Parties obtaining the necessary funds required for the improvement of the physical infrastructure for VTIs, training of teachers, CT coordinators, and in-company trainers as to be requested within the grant application. Responsibilities under this Memorandum of Understanding may coincide with the grant period. The term of this Memorandum of Understanding commences with the effective date of signing until the completion of the grant agreement and may be extended upon written mutual agreement of both Parties.

1. **DECLARATION OF COMMITMENTS**

Undersigned Parties declare they are aware of the relevant national regulations in the field of environmental and social management as well as occupational, health and safety standards and commit to those as stipulated within the following guidelines:

A. KCF Guideline on environmental and social management

B. KCF Guideline on occupational, health and safety standards

In addition the undersigned parties declare their commitment to respect the Exclusion List and Sectoral Guidelines of KfW Group and to publish good practises and share knowledge through a stakeholder platform.

The Parties will fully comply with the above commitments in any activities related to the preparation, implementation or follow-up of the project supported by the KCF.

1. **AMENDMENT OR CANCELLATION OF THIS MEMORANDUM**

This Memorandum of Understanding may be amended or modified at any time in writing by mutual consent of Parties.

1. **LIMITATION OF LIABILITY**

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this Memorandum of Understanding.

1. **NOTICE**

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address outlined in the opening paragraph or to such address as one may have furnished to the other in writing.

1. **SEVERABILITY CLAUSE**

In the event that any provision of this Memorandum of Understanding shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of this Memorandum shall be determined to be unlawful or otherwise unenforceable, the remainder of the Memorandum shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties.

**11.** [**Prevailing Language**](https://www.lawinsider.com/clause/prevailing-language)

The Albanian language version of this Memorandum shall be controlling in all respects and shall prevail in case of any inconsistencies with English version, if any.

**12. AUTHORIZATION AND EXECUTION**

The signing of this Memorandum of Understanding does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this MOU.

This Agreement shall be signed by all Parties and shall be effective as of the date first written above.

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| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Vocational Training Institute Signature) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Date) |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Enterprise no.1 Signature) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Date) |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Enterprise no.2 Signature) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Date) |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Enterprise no.3 Signature) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Date) |