P3.S5.T2 MoU with beneficiaries’ template

|  |  |  |
| --- | --- | --- |
| **Beneficiary Number**  (according to <NS> lists): | |\_\_|\_\_|\_\_| | Please make sure you have checked and registered the Beneficiary number before proceeding |

## 1. Introduction

This contract is

between

**< NATIONAL RED CROSS RD CRESCENT SOCIETY >**

and

**<INDIVIDUAL ENTREPRENEUR/GROUP NAME>**

enters into effect on <day> of <Month> 20<XX>.

This contract is signed within the framework of the project <Name of project> in < District/Province/Governorate>, with the funding of <Donor(s)> which is to be implemented from <day> of <Month> 20XX to <day> of <Month> 20XX.

Purpose

The main objective of this MoU is to set forth the general terms and conditions of the cooperation between the parties in order to support **<**enhance micro-entrepreneurship capacities> of <target group(s)>.

## 2. Methodology

Selected <household/group> participated in <requirements> and has developed <his/her/its own applications for sustainable business plan> to <start/recover/consolidate> a micro-entrepreneurship in <sector(s)/subsector(s)> in <target area(s)>

<Technical/skills’ upgrade/etc.> trainings will be facilitated by <training institution/local government offices/programme technical staff>. At the same time, provision of <conditional cash/in kind**>** grants to <launch/recover/consolidate> the concerned micro-entrepreneurship will be delivered in <number> instalments for the selected <household/group>. These grants will support <household/group> to start <his/her/its> own micro-entrepreneurship once <successfully completed the trainings/….>.

## Conditional grants

* 1. Cash Grants
     1. Cash grant conditions

1. **1st Instalment** will be delivered to selected <households/group> if:

*(example)*

* Condition 1: Previous submission and approval of the business plan
* Condition 2: Attendance to <number> days of <technical/skill upgrade> training
* Condition 3: Signature of individual contracts
* Condition 4: All children of selected households must attend until intermediate school (16 age).
* …
* Condition n: …

1. **2nd Instalment** will be delivered to selected <household/group>:

* Condition 1: completion of <activity/ies X, Y, Z> as per business plan.
* …

In the case that the <household/group> have not fulfilled the conditions, 2nd instalments will not be distributed.

* + 1. Cash grant amount

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Name of micro-entrepreneurship | Sector | Subsector/Category | Total Amount Cash grants | 1st Instalment | 2nd Instalment |
|  |  |  | <amount> <currency> | <amount> <currency> | <amount> <currency> |

* + 1. Cash grant delivery mechanisms
* Cash grant instalments will be provided under the modality of <checks/cash/preloaded cards/vouchers/…> issued by <financial service provider>.
* <Beneficiary/ies > will be informed of the location of distribution point and date. He/she will bring ID card. List of cash reception including ID number will be signed by each <household/group member>.
  + 1. Timeframe

*(example)*

1. 1st Instalment: last day of the technical training
2. 2nd Instalment by selected households: once monitoring visit has been completed and approved to give 2nd Instalment, approximately <number> weeks.
   1. In-kind grants[[1]](#footnote-1)
      1. In kind grant conditions
3. **1st distribution** will be delivered to selected <households/group> if:

*(example)*

* Condition 1: Previous submission and approval of business plan
* Condition 2: Attendance to <number> days of <technical/skill upgrade> training
* Condition 3: Signature of individual contracts
* Condition 4: All children of selected households must attend until intermediate school (16 age).
* …
* Condition n:
  + 1. In kind grant description

|  |  |  |  |
| --- | --- | --- | --- |
| Name of micro-entrepreneurship | Sector | Subsector/Category | Total in kind items |
|  |  |  | <number> <good/item/s> |

* + 1. In kind delivery mechanisms
* In kind deliveries will be provided though < distribution mechanisms>.
* <Beneficiry/ies > will be informed of the location of the distribution point and date. He/she will bring ID card. A list of cash reception including ID number will be signed by each <household/group member>.
  + 1. Timeframe

*(example)*

1. 1st delivery: last day of the technical training

## Roles and responsibilities of household

* 1. To communicate and cooperate with <National Society> volunteers & staff.
  2. To provide data for baseline and monitoring visits to <National Society>.
  3. To invest received all <cash/ in kind> grant in <his/her/its> selected micro-entrepreneruship according to business plan.
  4. To follow up on recommendations by technical facilitators from <National Society>
  5. To inform <National Society> on time if there is any problem/concern.
  6. <Cash/in-kind> grant received is aimed exclusively for business plan development**. NO amount should** be paid to any people person who might ask (staff, volunteers, etc..)
  7. Specific technical requirements (to be included here)
  8. All extra costs not covered by cash grant will be under the responsibility of selected <household/group>
  9. Etc.

## Roles and responsibilities of <National Society>

* 1. To outline clearly the aims, objectives and goals of activity to the community and facilitate the dissemination of such information to involve all stakeholders
  2. To identify, assign and allocate supervisors (community volunteers/social mobilizers) to monitor the activity (implementation of technical training, distribution of the <number> instalments of cash grants, etc.
  3. To ensure the timely delivery of cash/in-kind grants to support the <start-up/recovery/consolidation/…> of livelihood.
  4. To support and supervise the process of baseline and checklist for <successive instalment/s>.
  5. To ensure the selection criteria are aligned with the humanitarian principles of, and other efforts conducted by, the humanitarian community.
  6. To facilitate the final selection process for beneficiaries in compliance with the agreed selection criteria.
  7. To prepare and authorize the final beneficiaries list.
  8. To prepare and sign individual contracts of the selected beneficiaries.
  9. To issue the households’/groups < transfer of funds/delivery of in-kind > grants according to the selected modality and based upon the attendance sheets of technical training and checked correct compliance of the conditions.
  10. To manage the project funds and all the project expenditures according to <National Society> internal procedures.
  11. To ensure transparency and effectiveness through conducted field visits and inform beneficiaries on the selection procedure and activity implementation.
  12. To follow up on the progress of the activity and the beneficiaries.
  13. To monitor and evaluate activity implementation.

## 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.

## Termination of contract

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

* <National Society’s> programmes become inaccessible in the region due to the security situation
* <National Society’s> activities in the country are suspended

## 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 <local > language and both parties will receive one copy of the contract in each of the languages
  5. If some of the HH has received previous support from other NGO, he/she must inform and the grant will be the difference between the total amount provided by <National Society> and the amount provided by other NGO

Signed on <Locality> Date: <day> of <month> 20XX,

FOR AND ON BEHALF OF <NATIONAL SOCIETY>

Name:

Title:

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

<HOUSEHOLS/GROUP> REPRESENTATIVE/S

Name:

Title:

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. In case that the project would provide both types of support, keep both sections, if not, review. [↑](#footnote-ref-1)