**Memorandum of Agreement Template**

**Party A - Company ABC**

**AND**

**Party B - Company CDE**

This document describes the agreed-upon responsibilities and expectations between ABC NONPROFIT (Lead Organization) and CDF GRASSROOTS ORGANIZATION (FBCO Partner) for the use of funds received through the U.S. Department of Health and Human Services (HHS) Compassion Capital Fund (CCF) Communities Empowering Youth (CEY) Demonstration Program for the HOPE AND LIFE PARTNERSHIP. The purpose of HOPE AND LIFE PARTNERSHIP is to build OUR capacity to address youth violence issues in our community.

ABC NONPROFIT is partnering with CDF GRASSROOTS ORGANIZATION along with nine other local groups through this project. This project contains three components: (1) community assessment; (2) training and technical assistance; and (3) the distribution of grant funds to partnering organizations to implement their individual capacity building plans.

**RESPONSIBILITIES AND EXPECTATIONS**

**For this project ABC NONPROFITserves as the “lead” organization. As the lead organization, ABC NONPROFIT is responsible for the following:**

* Ensuring the program activities and finances of the HOPE AND LIFE PROJECTare in compliance with CEY requirements and federal regulations
* Serving as the coordinator for the community assessment and evaluation activities for HOPE AND LIFE PARTNERSHIP
* Providing support in the development of individual technical assistance plans for each partnering organization
* Distributing up to $50,000 to each partnering organization to implement their individual capacity building plans
* Designing a comprehensive training program for all partnering organizations
* Reporting HOPE AND LIFE PARTNERSHIPactivities and accomplishments to HHS

**Under this Agreement, CDF GRASSROOTS ORGANIZATION agrees to:**

* Send a management level staff person to all HOPE AND LIFE PROJECTplanning meetings
* Complete an organizational assessment to determine the priority capacity building needs for their organization
* Develop a detailed capacity building plan along with expected outcomes
* Participate in the HOPE AND LIFE PROJECTcommunity assessment
* Participate in all HOPE AND LIFE PROJECTtrainings
* Provide quarterly reports to ABC NONPROFIT on the use of project funds through HOPE AND LIFE PROJECT using format in Attachment A
* Comply with all appropriate local, state, or Federal laws and regulations regarding the use of funds provided through the HOPE AND LIFE PROJECT(see Attachment B: Restrictions)
* Participate in all evaluation activities required by Federal agencies funding this project
* Submit a final report at the end of the grant period listing the major accomplishments and outcomes for your capacity building project
* Not use any of the funds from this project to support inherently religious activity such as religious instruction, worship, or proselytizing. (See Attachment B for additional information on this topic)
* Not use any of the funds from this project to contract with another organization receiving funds from the Compassion Capital Fund without submitting a request to ABC NONPROFIT that will be forwarded to the federal agency sponsoring this grant program

**DISBURSEMENT OF PROJECT FUNDS**

In order to receive project funds from ABC NONPROFIT for the implementation of the capacity building plan, CDF GRASSROOTS ORGANIZATION must submit a monthly invoice for reimbursement of costs associated with the project. The invoice should include a description of expenditures for the project along with the cumulative costs for the project to date. Within five business days, ABC NONPROFIT will disburse the requested funds to CDF GRASSROOTS ORGANIZATION. The final invoice for all project expenses should be submitted within 15 days after the end of the project (October 1, 2009). In order to receive final payment, CDF GRASSROOTS NONPROFIT must submit a final project report indicating how the funds were used, itemizing the amount of funds used on the specific technical assistance areas outlined in the original technical assistance plan. The report should also include a summary of the outcomes and accomplishments associated with CDF GRASSROOTS NONPROFIT’s project.

**TIME PERIOD**

This Memorandum of Agreement shall remain in place from October 1, 2006 through September 30, 2009 unless modified in writing before that date.

**TERMINATION**

This Agreement may be terminated in whole or in part by either party without cause. Written notice of termination shall be given in writing to both ABC NONPROFIT andCDF GRASSROOTS ORGANIZATIONand shall be sent via certified or registered mail with return receipt requested. Failure to honor any of the obligations stated above may also result in the termination of this Agreement.

Signatures of authorized agency representatives:

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**Signature Signature**

Witness:

Name of Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Name of Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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