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"

 MEMORANDUM O RAZUMIJEVANJU

Navedeni Memorandum o razumijevanju, u daljem tekstu: Memorandum, dana \_\_\_\_\_\_\_\_\_\_\_\_\_\_ potpisali su:

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

sa sjedištem u

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

(u daljem tekstu: ,,Ustanova za stručno obrazovanje i obuku” ili „USOO”)

i

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

sa sjedištem u

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

(u daljem tekstu: ,,Preduzeće br. 1”)

i

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

sa sjedištem u

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

(u daljem tekstu: ,,Preduzeće br. 2”)

i

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

sa sjedištem u

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

(u daljem tekstu: ,,Preduzeće br. 3”)

zajedno: ,,strane“

***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 Regional Challenge Fund (RCF).

1. **OBJECTIVES**

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

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.

***S OBZIROM NA TO DA*** navedene strane žele da stupe u saradnju opisanu u ovom dokumentu radi ostvarivanja ciljeva i namjera koje su pred njih postavljene.

1. **MISIJA**

Sve navedeno je postavljeno imajući na umu sljedeću misiju: povećanje zapošljivosti maturanata ili diplomanata Ustanova za stručno obrazovanje i obuku (USOO), doprinos povećanju ukupnog kvaliteta USOO i njihovo usaglašavanje sa potrebama tržišta rada.

1. **SVRHA I OBIM**

Memorandum o razumijevanju pruža osnov za zajedničku saradnju strana u svrhu formiranja konzorcija za stručno obrazovanje i obuku i postizanje zajedničkih ciljeva u vezi sa njihovim prijavama za grant koji daje Regionalni *Challenge Fund* (Fond).

1. **CILJEVI**

Strane pristupaju zajedničkom radu na razvoju i podnošenju prijave za grant koji daje Fond.

Prijava se fokusira na

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

(molimo da ukratko opšete planiranu aktivnost)

Strane preuzimaju zajedničku odgovornost za pripremu, planiranje, provođenje, praćenje i izvještavanje u okviru programa dvojnog ili kooperativnog obrazovanja.

Preduzeća partneri omogućavaju obuku u svojim prostorijama kao jednu od ključnih stavki dvojnog ili kooperativnog obrazovanja tokom koje polaznici stiču praktična znanja i vještine relevantne za radno mjesto.

USOO i preduzeća iz programa zajedno razvijaju i provode procjenu stečenih praktičnih vještina u okviru mjera dvojnog ili kooperativnog obrazovanja.

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 RCF.

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. **ODGOVORNOSTI I OBAVEZE STRANA**

Namjera i želja gore navedenih strana je da Memorandum ne stvara i niti će stvarati formalni ugovor ili sporazum u bilo kojem obliku i na bilo koji način, već izražava saglasnost strana da rade zajedno na način koji promoviše atmosferu saradnje i partnerstva u cilju efektivnog i efikasnog partnerstva i liderstva usmerenog ka održavanju, čuvanju i pomaganju temeljnog i optimalnog, upravljačkog, finansijskog i administrativnog nastojanja da se pozabavi svime u vezi sa prijavom za grant koji daje Fond.

Prema ovom Memorandumu, USOO i preduzeća planiraju i provode programe dvojnog ili kooperativnog obrazovanja uz osiguranje učenika od nesreća i isplatu naknada za učešće u učenju kroz rad u preduzeću, a u skladu sa nacionalnom regulativom. Konzorcij se prema svim učenicima odnosi sa uvažavanjem i svim učenicima podjednako pruža obuku bez obzira na njihovu rasu, etničku pripadnost, nacionalnost, klasu, kastu, religiju, vjeru, pol, rod, jezik, seksualnu orijentaciju, rodnu pripadnost, rodni identitet, polne karakteristike, uzrast, zdravlje i druge statuse.

Za vrijeme provođenja programa dvojnog ili kooperativnog obrazovanja, preduzeća čine dostupnim instruktore u okviru preduzeća i koodinatore dvojnog obrazovanja, a obavezuju se da pruže dovoljno kapaciteta za učenje (npr. prostor za obuku sa opremom) kao i materijale potrebne za obuku u preduzeću.

USOO je odgovorna za sva pitanja u vezi sa odobravanjem nastavnog plana koji treba da se provede u okviru dvojnog programa obuke i daje svoje resurse navedenim USOO nastavnicima i koordinatorima dvojnog ili kooperativnog obrazovanja. USOO pokreće i koordiniše provođenje plana obrazovanja dok koordinatori iz preduzeća i instruktori u okviru preduzeća asistiraju; USOO pruža podršku kroz pedagoška sredstva i prati i ocjenjuje rezultate koje su učenici ili polaznici postigli.

Sve strane Memoranduma aktivno doprinose utvrđivanju, planiranju, provođenju, posmatranju, ocjeni i certifikaciji obrazovnog programa.

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. RCF Guideline on environmental and social management

B. RCF 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 RCF.

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. **ROKOVI/OBAVEZE**

Prethodno navedeni obim i ciljevi uslovljavaju strane da osiguraju sredstva za poboljšanje prostorne infrastrukture USOO, obuku nastavnika, koordinatore dvojnog ili kooperativnog obrazovanja i instruktore iz preduzeća kako je i traženo u prijavi za grant. Obaveze iz Memoranduma mogu da se podudaraju sa periodom granta. Važenje Memoranduma počinje od datuma potpisivanja i traje do okončanja ugovora o grantu i može da se produžiti putem pismene saglasnosti strana.

1. **IZJAVA O OBAVEZAMA**

Strane potpisnice izjavljuju da su upoznate sa relevantnim državnim propisima iz oblasti upravljanja društvenom i životnom sredinom, kao i sa standardima bezbjednosti i zdravlja na radu te se obavezuju da ih poštuju na način naveden u sljedećim smernicama:

A. Smjernice za upravljanje životnom i društvenom sredinom koje je donio Fond

B. Smjernice za bezbjednost i zdravlje na radu koje je donio Fond

Strane potpisnice se dodatno obavezuju na poštivanje Spiska izuzeća i Sektorskih smjernica Grupe „KfW“ i na objavljivanje primjera dobre prakse i dijeljenje znanja sa zainteresovanim stranama.

Strane su potpuno saglasne sa navedenim obavezama u svim aktivnostima tokom pripreme, provođenja i praćenja projekta koji je podržao Fond.

1. **DOPUNA ILI OTKAZ MEMORANDUMA**

Memorandum može da bude prepravljen ili dopunjen u bilo kojem trenutku putem pismene saglasnosti strana potpisnica.

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 Bosnian 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.

1. **OGRANIČENJE ODGOVORNOSTI**

Uslovi navedeni u Memorandumu ne pretpostavljaju i ne ograničavaju prava strana potpisnica.

1. **DOPIS**

Svaka objava ili druga vrsta komunikacije koja je potrebna ili dozvoljena prema Memorandumu smatra se vjerodostojnom ako je isporučena lično ili putem ovlaštene pošte uz povratnicu na gore navedenu adresu kako bi se na nju moglo odgovoriti.

1. **KLAUZULA O ODVOJIVOSTI**

U slučaju da dio Memoranduma postane ništavan ili nevažeći i gdje i jedna saglasnost, uslov ili dio Memoranduma bude proglašen nezakonitim ili neprimjenljivim, ostatak Memoranduma je punovažan sve dok odvojena klauzula ne utiče na namjere strana potpisnica.

1. **OSNOVNI JEZIK**

Memorandum je pisan i važeći na bosanskom jeziku i ta verzija nadvladava sve nedosljednosti sa verzijom na engleskom jeziku, u slučaju da ih ima.

1. **ODOBRENJE I PROVOĐENJE**

Potpisivanje Memoranduma ne predstavlja formalne obaveze, već samo izražava namjeru potpisnica da teže, u skladu sa svojim mogućnostima, ostvarivanju svrhâ i ciljeva navedenih u Memorandumu.

Memorandum potpisuju sve navedene strane i stupa na snagu na prvi gore navedeni datum.

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

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Ustanova za stručno obrazovanje i obuku) | \_\_\_\_\_\_\_\_\_\_\_\_\_  (datum) |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Preduzeće br. 1 potpis) | \_\_\_\_\_\_\_\_\_\_\_\_\_  (datum) |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Preduzeće br. 2 potpis) | \_\_\_\_\_\_\_\_\_\_\_\_\_  (datum) |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Preduzeće br. 3 potpis) | \_\_\_\_\_\_\_\_\_\_\_\_\_  (datum) |