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, potpisan dana \_\_\_\_\_\_\_\_\_\_\_\_\_\_, od i između

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

sa sjedištem u

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

(u daljem tekstu kao ,,Institucija stručnog obrazovanja i obuke” ili “ISOO”)

i

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

sa sjedištem u

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

(u daljem tekstu kao ,,Preduzeće br.1”)

i

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

 sa sjedištem u

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

(u daljem tekstu kao ,,Preduzeće br.2”)

i

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

sa sjedištem u

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

(u daljem tekstu kao ,,Preduzeće br.3”)

zajedno nazvane ,,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 ovim dokumentom opisanu saradnju radi ostvarivanja ciljeva i namjera pred njih postavljenih.

1. **MISIJA**

Sve navedeno je postavljeno imajući na umu sljedeću misiju: Povjećanje zapošljivosti maturanata ili diplomaca Institucija stručnog obrazovanja i obuke (ISOO), doprinos povećanju ukupnog kvaliteta ISOO i njihovo usaglašavanje sa potrebama tržišta rada.

1. **SVRHA I OBIM**

Memorandum o razumijevanju pruža kamen osnov za zajedničku saradnju Strana sa svrhom stvaranja Konzorcijuma za stručno obrazovanje i obuku i postizanje zajedničkih ciljeva u vezi sa njihovim prijavama za grant kod Regionalnog Challenge Fonda (RCF) ili Fonda.

1. **CILJEVI**

Strane pristupaju zajedničkom radu na razvoju i podnošenju aplikacije za grant kod RCF.

Aplikacija se fokusira na

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(molimo ukratko opišite planiranu aktivnost)

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

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

ISOO i Preduzeća iz programa zajedno razvijaju i sprovode procjenu stečenih praktičnih vještina u okviru mjera dualnog 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 pomenutih Strana je da Memorandum ne stvara i neće stvarati u bilo kom obliku i na bilo koji način formalno ugovor ili sporazum, već izražava saglasnost među Stranama da rade zajedno na način koji promoviše istinsku atmosferu saradnje i partnerstva u cilju efektnog i efikasnog partnerstva i liderstva usmjerenog ka održavanju, čuvanju i pomaganju temeljnog i optimalnog, upravljačkog, finansijskog i administrativnog nastojanja da se adresira sve u vezi sa prijavom za grant kod RCF.

Prema ovom Memorandumu ISOO i Preduzeća planiranju i sprovode programe dualnog ili kooperativnog obrazovanja uz osiguranje učenika od nesreća i isplatu naknada za učestvovanje u učenju kroz rad u preduzeću, a u skladu sa nacionalnom regulativom. Konzorcijum se odnosi sa uvažavanjem prema svim učenicima i podjednako svima 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.

Tokom perioda u kom se sprovodi program dualnog ili kooperativnog obrazovanja, Preduzeća čine dostupnim trenere u okviru kompanije i koordinatora kooperativnog obrazovanja, a obavezuju se da pruže dovoljno kapaciteta za učenje (npr. prostor za obuku sa opremom), uz to i materijale neophodne za obuku u kompaniji.

ISOO je odgovoran za sva pitanja u vezi sa odobravanjem nastavnog plana za sprovođenje u okviru kooperativne obuke, pruža svoje resurse, navedenim ISOO nastavnicima i koordinatorima dualnog ili kooperativnog obrazovanja. ISOO inicira i koordinira sprovođenje plana dualnog ili kooperativnog obrazovanja dok koordinatori iz Preduzeća i treneri u okviru kompanija asistiraju; podržava kroz pedagoška sredstva; prati, procjenjuje rezultate koje su učenici ili polaznici postigli.

Sve strane Memoranduma aktivno doprinose identifikaciji, planiranju, sprovođenju, posmatranju, procjeni i sertifikaciji kooperativnog obrazovanja.

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 iznijeti obim i ciljevi uslovljavaju Strane da obezbijede sredstva za poboljšanje prostorne infrastrukture ISOO, obuku nastavnika, koordinatore dualnog ili kooperativnog obrazovanja, i trenere unutar kompanija kako je i traženo u prijavi za grant. Obaveze iz Memoranduma mogu se podudarati sa periodom granta. Važenje Memoranduma počinje datumom potpisivanja i važi do završetka ugovora o grantu i može se produžiti pisanom saglasnošću Strana.

1. **IZJAVA O OBAVEZAMA**

Strane potpisnice izjavljuju da su upoznate sa relevantnim nacionalnim regulativama iz oblasti upravljanja društvenom i životnom sredinom, kao i sa standardima bezbijednosti i zdravlja na radu te se obavezuju da ih poštuju kako se i navodi u sljedećim smjernicama:

А. RCF Smijernice za upravljanje životnom i društvenom sredinom

Б. RCF Smijernice za bezbijednost i zdravlje na radu

Strane potpisnice se dodatno obevezuju na poštovanje Spiska izuzeća i Sektorskih smjernica ,,КfW Group“ i na objavljivanje primjera dobre prakse i na dijeljenje znanja sa zainteresovanim stranama.

Strane su potpuno saglasne sa navedenim obavezama u svim aktivnostima tokom pripreme, sprovođenja i praćenja projekta podržanog od strane RCF.

1. **DOPUNA ILI OTKAZ MEMORANDUMA**

Memorandum može biti prepravljen ili dopunjen u bilo kom trenutku putem pisane 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 Montenegrin 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 iskazani Memorandumom ne pretpostavljaju i ne ograničavaju prava Strana potpisnica.

1. **DOPIS**

Bilo kakva objava ili druga vrsta komunikacije zahtevana ili dozvoljena Memorandumom smatra se verodostojnom ako je isporučena lično ili putem ovlašćene pošte uz povratnicu na adresu gore navedenu kako bi se na nju moglo odgovoriti.

1. **KLAUZULA O ODVOJIVOSTI**

U slučaju da dio Memoranduma postane nevažeći i gdje i jedna saglasnost, uslov ili dio Memoranduma budu proglašeni za nezakoniti ili neprimjenljivi, ostatak Memoranduma je punovažan sve dokle odvojena klauzula ne utiče na namjere Strana potpisnica.

**11. OSNOVNI JEZIK**

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

**12. AUTORIZACIJA I SPROVOĐENJE**

Potpisivanjem Memoranduma ne konstituiše formalne obaveze već samo izražava namjere potpisnica da teže, u skladu sa svojim mogućnostima, ostvarivanju svrha i ciljeva navedenih Memorandumom.

Memorandum potpisuju sve navedene strane i stupa na snagu sa prvim gore navedenim datumom.

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

|  |  |
| --- | --- |
|     \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Institucija stručnog obrazovanja i obuke) |     \_\_\_\_\_\_\_\_\_\_\_\_(datum) |
|     \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Preduzeće br.1 potpis) |     \_\_\_\_\_\_\_\_\_\_\_\_(datum) |
|    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Preduzeće br.2 potpis) |    \_\_\_\_\_\_\_\_\_\_\_\_(datum) |
|     \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Preduzeće br.3 potpis) |     \_\_\_\_\_\_\_\_\_\_\_\_(datum) |