

## SAMPLE AGREEMENT V2

[Your organization's name and/or logo here]

### Formal Agreement

#### MAA Capacity Strengthening Technical Assistance Initiative MAA Innovations in Technical Assistance (MITA)

#### SECTION I: Partnering Organizations

This Agreement is between the \_\_\_\_\_ [your organization] herein referred to as **Contractor**, and \_\_\_\_\_ [your local TA provider's name], herein referred to as **TA Provider/Consultant**. This Agreement is made and entered into as an agreement between both parties to work together to implement the MAA Innovations in Technical Assistance (MITA) grant awarded to the Contractor.

#### SECTION II: Roles and Responsibilities for Project Activities

##### Responsibilities of the Contractor are as follows:

1. Present an organizational capacity building work plan to TA Provider/Consultant
2. Highlight priorities of the work plan, negotiate, and establish timeline for the completion of work
3. Work with TA Provider/Consultant by providing all requested materials and information to help with off- and on-site organizational assessment and related research
4. Make executive director, key personnel, advisory committee, and board members available to meet with TA Provider/Consultant during site visits and conference calls, as needed
5. Work with TA Provider/Consultant to fine-tune the scope of work
6. Dedicate time to help implement TA work plan, assignments, and consultation
7. Provide candid feedback to ECDC regarding the progression of work, challenges, and success stories
8. Supervise the implementation of the work plan on time and submit reports and invoices no later than the dates indicated in Section III, under Reports and Payments
9. Pay local TA provider upon receipt of documented invoices within 30 days of receiving invoice.

##### Responsibilities of the TA Provider/Consultant are as follows:

1. Address the areas of technical assistance needed by Organization as agreed to by all parties (see Scope of Work in Attachment A) [**Note – Attach your workplan as Attachment A – Scope of Work**].
2. Provide deliverables as outlined in Scope of Work and progress reports on TA achievements upon request.
3. Invoice for services on a schedule to be negotiated between Organization and Contractor.

#### SECTION III: Payments

##### Amount of Payment

The Contractor agrees to pay TA Provider/Consultant for the work stated in the Scope of Work for a total amount of \$ \_\_\_\_\_. This amount will include payment for deliverables as negotiated. Payments will be made in three installments to TA Provider/Consultant, on or before the report due dates

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indicated below. Payments will be released to TA Provider/Consultant no later than 30 days after due date, based on satisfactory completion of work.

Funds can only be used for the purpose of capacity building stipulated in the MITA program announcement.

### **SECTION IV: Reports**

**The Contractor will be responsible for all reports due to ECDC on the following schedule.**

**First report will be due on \_\_\_\_\_** – to include assessment, TA outline and work plan, timeline, checklist, identification of local TA provider, and capacity building invoice attached for one-third of total TA expenses.

**Second report will be due on \_\_\_\_\_** – to include progress report on TA work plan (50% of work plan completed), adherence to timeline and checklist, and capacity building invoice attached for one-third of total TA expenses.

**Third report will be due on \_\_\_\_\_** – to include progress report on TA work plan (100% of work plan completed), adherence to timeline and checklist, and capacity building invoice attached for the balance of TA expenses.

### **SECTION IV: Terms of Understanding**

The term of this MOU is for FY 2010 project period, which is for the purpose of this project, is from April 2010 through September, 2010.

### **VII: Modifications and Termination**

1. If, during the program period, ORR, for any reason, fails to make the funding available to ECDC/the Contractor as indicated in the award, Contractor's activities under this contract may be suspended, curtailed or eliminated.
2. This Agreement constitutes the entire agreement between the parties hereto. This Agreement may be modified, altered, revised, extended or renewed by mutual written consent of all parties, by the issuance of a written amendment, signed and dated by all the parties.
3. Any party to this Agreement may terminate their participation in this Agreement by giving not less than thirty (30) days' written notice of intent to terminate to each of the partners. Outstanding work and a report on work completed are to be compiled and must be forwarded to the Contractor before the end of the thirty (30) days.
4. ECDC/the Contractor also reserves the right to terminate this Agreement if irregularities, misrepresentations, or other findings contrary to the purpose of this award (or in TA Provider/Consultant's resume/capability) are found during the duration of the project period.

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### VIII: AUTHORIZATION

The signing of this Agreement is a formal undertaking. It implies that the TA Provider/Consultant will work with the Contractor to develop materials and implement all the items highlighted in the Scope of Work, and provide required documentation and reports as described and requested.

On behalf of the organization I represent, I am signing this Agreement with the intent to implement all of the items itemized according to the terms of this agreement.

### IX. Signatures

\_\_\_\_\_  
**[Your organization's director]**  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
**[Put TA Provider/Consultant's name, address  
and EIN]**

\_\_\_\_\_  
Date

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### **Attachment A**

#### **Scope of Work**

**[Insert your Organization's Work Plan here]**