

*These documents are provided as Example Templates. The actual Memorandum of Understanding must include the relevant information that is needed to document the role and responsibilities related to recruitment, eligibility determination, enrollment, and performance requirements and strategies.*

# PROJECT OR CURRICULA PROGRAM NAME

## MEMORANDUM OF UNDERSTANDING (MOU)

Between  
*[Name of Company]*  
and  
*[Name of School or Training Institution]*

This is an agreement between *[Name of Company, hereinafter referred to as XXXXX]* and *[Name of School or Training Institution, hereinafter referred to as XXXXX]*.

### I. PURPOSE AND SCOPE

The purpose of this Memorandum of Understanding (MOU) is to clearly identify the roles and responsibilities of each party as they relate to the collaboration and partnership in providing workforce training. In particular, this MOU is intended to recruit, train and retain employees from *[Name of Company]* through training in best practices for quality management implementation and an update to critical manufacturing skills. It will do so through a strategic partnership with an accredited educational institution.

### II. BACKGROUND

The *[Name of School or Training Institution]* is the leading provider of dual language workforce education in the State of Illinois and it offers, among other programs, training for the health care, manufacturing and service sectors.

*[Name of School or Training Institution]* will train **XXXXXXXXXXXXXXXXXX**, **XXXXXXXXXXXXXXXXXXXX** and **XXXXXXXXXXXXXXXXXXXX** in skills needed to ensure that *[Name of Company]* survives an increasingly more competitive industry. As manufacturing operations move abroad due to lower labor costs and international treaties favoring manufacturing in the southwestern United States and Mexico in particular, manufacturing

companies in the Midwest such as *[Name of Company]* increasingly compete on quality to retain current customer bases and attract the average modern client. Management recognizes that *[Name of Company]* must evolve quickly in the direction of tighter quality management and efficiency to service clients that are more sophisticated now than ever before. On the ground, this means upgrading the skillsets of practically every employee of the company, many of which have worked there for decades.

### III. PROJECT OR CURRICULA PROGRAM NAME

The **Project or Curricula Program Name**, as described in the grant proposal consists of the following courses:

XXXXXX participants from *[Name of Company]* will attend various combinations of the following training courses:

- A. *[List Name of Course, Number of Hours]*
- B. *[List Name of Course, Number of Hours]*
- C. *[List Name of Course, Number of Hours]*
- D. *[List Name of Course, Number of Hours]*

### IV. *[NAME OF COMPANY'S]* RESPONSIBILITIES UNDER THIS MEMORANDUM OF UNDERSTANDING

*[Name of Company]* shall undertake the following activities during the duration of the MOU:

- A. Enroll staff in the **Project or Curricula Program Name** program.
- B. Mandate attendance for all staff enrolled in above training program.
- C. The number of participants trained must equal the number promised in the grant (as per Section III).
- D. Assist *[Name of School or Training Institution]* project manager with securing participant information that participants omitted from the class roster or registration forms.
- E. Provide a monthly report of training participants' wages and benefits paid while in training.
- F. Monitor and ensure attendance of all training participants in all training sessions.
- G. Participate in quarterly project progress meetings.
- H. Follow all relevant and applicable regulations as specified by the funder's administrative rules and grant agreement.
- I. Provide other documentation as requested by the funder, including proof of employment.
- J. *[Name of Company]* will be reimbursed by the funder according to the following deliverables: training enrollment and training retention. This training will be free of charge to *[Name of Company]* (excluding any match mentioned in Section VI) if enrollment and retention measures are met. *[Name of Company]* agrees to pay *[Name of Company]* for financial shortfalls caused by *[Name of Company's]* actions.

- K. Work with the program partners to provide follow up services to the program participants as applicable.

Specifically:

1. The number of participants enrolled must equal the number stated in the grant as seen in Section III. Students enroll in a course at the beginning of the first day of the course.
2. **XXXX**% of participants (**XXXX** people) must complete the full training, i.e. must attend at least 75% of course hours.

Exact financial liability will depend on the grant amount funded. Financial liability is estimated to be as follows:

Performance Measure for [Company]	Number of Participants	Estimated repayment for non-compliance – PER PARTICIPANT
Total number of Incumbent Workers to enroll in training	<b>XXXX</b>	<b>\$XX,XXX.XX</b>
Total number of participants to attend 75% or more of total class hours	<b>XXXX</b>	<b>\$XX,XXX.XX</b>

**V. [NAME OF SCHOOL OR TRAINING INSTITUTION'S] RESPONSIBILITIES UNDER THIS MEMORANDUM OF UNDERSTANDING**

*[Name of School or Training Institution]* shall undertake the following activities during the duration of this Memorandum of Understanding:

- A) Design and develop evidenced-based training courses and training course materials.
- B) Provide trainers for all courses.
- C) Maintain attendance records.
- D) Prepare paperwork and documentation.
- E) Deploy training courses.
- F) Provide Certificates of Completion for employees who successfully complete their training course.
- G) Assist *[Name of Company]* with training retention strategies.
- H) Develop a logistical plan for the execution of above responsibilities.
- I) Maintain records of all activities of this program, along with providing information to the funder as required.
- J) Participate in quarterly project progress meetings.
- K) Follow all relevant and applicable regulations as specified by the funder administrative rules and grant agreement.
- L) Enroll students into IWTS for this grant.

M) Provide follow up services as applicable

**VI. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

- A. Training will be provided only if the training grant proposal is funded.
- B. This Partnership Agreement may be modified by a written, signed and executed notice by *[Name of School or Training Institution]* and *[Name of Company]*. *[Name of School or Training Institution]* or *[Name of Company]* may terminate this Partnership Agreement for any reason with a 72 hour prior written (hard copy and/or email) notice to the other party.
- C. There is a possibility that the program will not be fully funded. If that is the case, *[Name of School or Training Institution]* will work with *[Name of Company]* to negotiate a match, i.e. monetary contribution to the training.

**VII. REPORTING REQUIREMENTS**

Reporting requirements:

- A. No portion of the proposed funds is being counted more than once for participant activity during the term of the contract.
- B. *[Name of Company]* will provide documentation as requested by *[Name of School or Training Institution]*.
- C. Any modifications or terminations will be documented and reported to the funder by *[Name of School or Training Institution]* in written form.

**VIII. RECORD RETENTION**

*[Name of School or Training Institution]* and *[Name of Company]* must maintain all records supporting the Partnership Agreement and related activities for three (3) years after the end of the contract term.

Additionally, *[Name of Company]* agrees to make all records relating to the contract available upon request by *[Name of School or Training Institution]*.

**IX. EFFECTIVE DATE AND SIGNATURE**

This MOU shall be effective upon the signature of *[Name of Company's]* and *[Name of School or Training Institution's]* authorized officials. It shall be in force from **XXXXXXXXXX, 20XX** to **XXXXXXXXXX, 20XX**.

*[Name of School or Training Institution]* and *[Name of Company]* indicate agreement with this MOU by their signatures.

**SIGNATURES and DATES**

\_\_\_\_\_  
*[Name of Grantee]*

\_\_\_\_\_  
*[Name of Grantee]*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

EXAMPLE