[Company Logo]

**Name of Project / Initiative**

**Memorandum of Agreement**

**between**

**Name of Company 1**

**and**

**Name of Company 2**

**Date Range for the Duration of the Project**

**Background**

On [Month and year of funding award], the Office of Population Affairs (OPA) and the Office of Women’s Health (OWH), as part of the President’s Teen Pregnancy Prevention Initiative, (<https://opa.hhs.gov/grant-programs/teen-pregnancy-prevention-program-tpp> ) awarded [Company Name] funds for XX years to implement a community-wide initiative in State /County to **reduce teen pregnancy and teen births (insert relevant goal e.g. to replicate, evaluate, etc.) by XX% by 20XX.** Company Name is one of XX organizations selected to participate in this national teen pregnancy prevention initiative.

**The purpose of this initiative** is to… [Add any additional information or modify as needed]

**Name of Company 2** has agreed to be part of this XX-year initiative. As a partner, Name of Company 2 has agreed to engage in activities that result in….Company 1 will work withCompany 2 to…[describe responsibilities]

Company 2 is prepared to collaborate with the community to… support reaching the **shared community goals to decrease teen pregnancy and teen births by XX%.** [Please add relevant narrative]

**Purpose of the Agreement**

This Memorandum of Agreement (MOA) sets out the terms by which Company 1 and Company 2 will work together to implement an evidence-based program to reduce teen pregnancy in Name of County by XX% by 20XX.

This agreement will remain in effect from (**Start date – End date**). Name of Staff Member will be the key contact for Company 1 for this initiative. Name of Staff Member will be the key contact for Company 2 for this initiative. These individuals are responsible for ensuring the implementation of the activities listed below.

Through this agreement, Company 1 agrees to provide Company 2 with on-going technical assistance and training grant of $XX,XXX to assist with the implementation of an evidence-based teen pregnancy prevention program.

**Roles and Responsibilities**

**Company 1**

As the lead agency, Company1 will oversee all initiative activities and have overall responsibility for achievement of initiative goals and objectives. Company 1 will also work with Company 2 to ensure that they are provided with the necessary training and technical assistance that will enable them to maximize their contribution to the community-wide initiative. Specifically, Company 1 will provide the following: [Please add relevant narrative]

**Technical Assistance**

1. Company 1 will provide technical assistance at least monthly via telephone, email, in person, and/or fax to Company 1. Topics will include: XXXXXXX

**Training/Site Visits**

1. Company 1 will provide technical assistance to help Company 2 staff in program planning, implementation, evaluation, and sustainability.
2. Company 1 will provide at least two training sessions in XXX (dates to be determined) on topics related to, evidence-based practices, community mobilization, stakeholder education, evaluation, continuous quality improvement, sustainability, and working with diverse communities (See attached calendar of proposed Training, TA and In-Person Meetings). Add Any Additional Information

**Evaluation**

1. Company 1 will help Company 2 conduct program assessments at the beginning of the program, at the completion of the program, and at three months and six months following program completion.

**Name of Company 2**

In consideration for the above, Company 2 agrees to… [Add any additional information or modify as needed]

Company 2 will receive an amount not to exceed $XX,XXX for completion of the activities described below under the supervision and guidance of Company 1.

**Company 2 agrees to:**

1. Identify and support a designated staff member from Company 2 to participate in all required training and TA sessions and… [Add any additional information or modify as needed]

**Monitoring**

1. Submit XX reports during Year X for this initiative due on **Date** (midyear) and a final report **Date**. Each report should include:

**Payment Schedule**

Company 1 will provide a grant not to exceed $XX,XXX issued in XXX payments of $X,XXX and a final payment of $X,XXX each as specified below given adequate progress toward initiative deliverables defined above. The payment schedule is set forth as follows:

* **Date** Payment upon receipt and review of signed MOU: $X,XXX
* **Date** Payment for participating in Implementation Partner Planning Group meetings and required trainings: $X,XXX
* **Date** Payment upon completion of needs assessments and evaluation forms: $X,XXX
* **Date** Payment upon completing required work plan (for Year X) for midyear and final reports: $X,XXX

**Failure to complete deliverables and/or attend required meetings and trainings may result in reduced payment.**

Checks will be made payable to:

Name of Company

**Duration of the Agreement**

1. This Memorandum of Agreement will begin **Date** and be valid through **Date.** All provisions of the Memorandum of Agreement shall be in compliance with the policies governing each of the respective organizations and the rules and regulations of the Office of Population Affairs and Office of Women’s Health.
2. Company 2 hereby agrees that during the entire term of the XX year initiative (**Start date – End date**), it shall not disclose or divulge any Confidential Information or any part thereof, to any other person or entity or use any Confidential Information for its pecuniary benefit or for any other purpose without the prior written consent of Company 1.
3. Company 1 is not responsible for providing any insurance or other fringe benefits including, but not limited to social security, worker’s compensation, income tax withholdings, retirement, or leave benefits, for Company 2 or employees hired under this agreement. Company 2 assumes full responsibility for the provision of all such legally required insurances and fringe benefits for Company 2 and its employees assigned to this initiative.
4. For purposes of this agreement, the Company 2 is not an agent of Company 1 and Company 1 is not an agent of the Company 2. Neither party has the right or authority to bind the other party through its actions or any other contracts or communications.
5. Any controversy or claim arising out of, or relating to, this subcontract agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any award rendered thereunder shall be final and binding on all parties thereto.
6. Payment for services is contingent upon funding from the Office of Population Affairs and Office of Women’s Health. Either party has the right to terminate this Agreement in whole or in part, or to reduce the scope, level or type of services to be performed under this Agreement, upon 90 days written notice to the other party. This agreement shall be construed in accordance with the laws of Enter Name of State.

**Amending Agreement**

Any waiver, alteration, or modification of any of the provisions of this agreement must be made in writing and signed by both the Company 2 and President and CEO of Company 1.

**Indemnity and Insurance**

Company 2 shall indemnify and hold harmless Company 1, its officers and employees against all losses, claims, liabilities, damages and expense of any nature, directly or indirectly arising out of or a as a result of any act of omission by consultant, their employee, agents or subcontractors in the performance of this agreement.

**Termination**

If Company 2is found to be not in compliance with performance standards, Company 2will be informed in writing which standards need to be addressed and what corrective action needs to be taken. This agreement may be terminated at any time by the parties hereto giving 90 days written notice. Written notice of termination must be served by registered mail, return receipt requested.

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first written above.

**Signatures of Parties’ Principals**

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

Name Date

President & CEO, Company 1

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

Name Date

President & CEO, Company 2