



Islamic Republic of Afghanistan
Independent Directorate of Local Governance
Deputy Ministry for Policy & Technical Affairs
General Directorate of Coordination for Local Council Affairs

Memorandum of Understanding for Cooperation
between
Independent Directorate of Local Governance
and
Civil Society Organizations
and
Networks
at the Sub-National Level

Preamble

This Memorandum of Understanding (MoU), enacted in light of enforced laws and policies in Afghanistan, is acceded, once signed, by (representatives of) Independent Directorate of Local Governance (IDLG) and the Civil Society Organizations (CSOs) and Networks in order to expand effective working relations and benefit mutual resources and facilities for improvement of cooperation in achieving advocacy; strengthening, promoting and mainstreaming accountability; enhancing responsiveness of local government authorities to citizens; strengthen social monitoring; and facilitate participation of CSOs and Civil Society Networks in provincial planning, provincial budgeting, citizen assemblies at the sub-national level.

Article One: Introduction of Parties

1) Independent Directorate of Local Governance (IDLG):

IDLG is a policy-making entity and a service provider in area of local governance that operates to improve stability, promote good governance, democracy and lay the foundation for public welfare. Cooperation with sectors, particularly with government entities and civil society organizations is one of the strategic objectives of IDLG.

2) Civil Society Organizations (CSOs):

CSOs are non-political, non-profit and non-governmental organizations including NGOs, associations, communities, unions, councils, assemblies, organizations, foundations, entities, federations, confederations, networks, coordination bodies and umbrella organizations.

a) Non-Governmental Organizations (NGOs):

Are the domestic, foreign and international non-governmental, non-political and non-for-profit organizations registered within Ministry of Economy in order to pursue their specific objective/objectives and operate in accordance with the NGOs Law at the provincial level.

b) Associations:

Are communities, unions, councils, assemblies, organizations, foundations, entities, federations, confederations, and social formations that are established voluntarily as non-political and non-profit entities by a group of real persons and/or corporates in accordance with the Law on Associations.

3) Civil Society Networks:

Are the voluntary gathering of CSOs which operate to pursue their specific objectives in light of their common values in accordance with the provisions of enforced laws. Their members are registered within the Ministries of Economy and Justice.

Article Two: Objectives of the MoU

This MoU pursues the following objectives:

- Promote and strengthen mutual cooperation between IDLG, CSOs and Civil Society Networks at the central and sub-national levels.
- Facilitate participation of CSOs and Civil Society Networks in provincial planning process, provincial budgeting, citizen assemblies, (budget) hearing sessions, and social accountability campaigns in accordance with the relevant laws, regulations, procedures and guidelines of IDLG.
- Collaborate and cooperate between the parties in order to share information according to Access to Information Law.
- Cooperate in receiving complaints and challenges, recognize needs of people and report the activities of the parties to people in provinces.

Article Three: Commitments of IDLG

IDLG is obliged to adhering below commitments in relation to the objectives of this MoU:

1. Facilitate CSOs and Civil Society Networks participation in accountability processes (sessions) at the sub-national level in accordance with enforced laws, regulations, procedures and guidelines of IDLG.
2. Share the necessary information, related to accountability, transparency, quality of service provision, with CSOs and Civil Society Networks in accordance with the Access to Information Law.
3. Coordinate the events, seminars, and conferences related to local governance with CSOs and Civil Society Networks. Inform and invite them (for these events) on time.
4. Cooperate with CSOs and Civil Society Networks in relation to organizing social accountability, monitoring, advocacy and public hearing sessions at the sub-national level.
5. Facilitate participation of local officials in the events held by CSOs and Civil Society Networks.
6. Facilitate to launch recommended projects in provinces and provincial districts upon written request of CSOs and Civil Society Networks.
7. Handle the complaints about lack of cooperation by local governmental entities with CSOs and Civil Society Networks, on time submission and follow up of the complaints and recommendations of CSOs and Civil Society Networks to relevant local and Kabul-based governmental entities to improve local governance.
8. Cooperate with CSOs and Civil Society Networks to launch activities that result in implementation of objectives of this MoU.
9. Protect and support CSOs and Civil Society Networks in case of challenges toward their activities/operations according to enforced laws of Afghanistan.

10. Coordinate with Afghan National Security Forces about security of CSOs and Civil Society Networks at insecure areas during implementation of their programs.

Article Four: Commitments of CSOs and Civil Society Networks

CSOs and Civil Society Networks are obliged to adhering below commitments in relation to the objectives of this MoU:

1. Implement all activities of this MoU in accordance with enforced laws, regulations, procedures and guidelines of IDLG and (in accordance with) the monitoring and advocate role of civil society.
2. Be accountable to relevant governmental entities in accordance with NGOs Law and Law on Associations.
3. Participate in drafting process of provincial developmental planning and allocation of provincial budget to these plans in accordance with provincial planning guidelines and provincial budgeting policy.
4. Participate in monitoring processes in accordance with the Regulation on Monitoring of Provincial and District Councils and the monitoring methods of civil society.
5. Provide effective and useful written consultations to governmental entities at the sub-national level and sharing a copy of it with IDLG in Kabul.
6. Reflect achievements of governmental entities at the sub-national level, raising sound objections about operations of local governmental entities, provide specific recommendations to local governmental entities in this regard, and share a copy of it with IDLG in Kabul.
7. Identify and submitting needs of people and challenges to relevant local governmental entities and IDLG along with reasonable recommendations and solutions.
8. Launch voluntary campaigns at the sub-national level to improve the education, health and other sectors, assist in improving living standards of people in coordination and cooperation with relevant organizations.
9. Initiate capacity building and awareness raising programs at the sub-national level considering the necessary and available resources.
10. Cooperate with people and relevant local governmental entities at the sub-national level to promote culture of peace and peaceful coexistence.

Article Five: Implementation of the MoU

- Each party officially introduces their respective representative as a point of contact for better implementation of the MoU.
- The parties hold annual meetings in Kabul for better coordination and oversight of the implementation process of the MoU.
- Emergency meetings to be held in Kabul upon request of the parties.

Article Six: Amendment

- In case required, the parties can amend the provisions of this MoU after agreed upon by.
- The MoU can be amended upon suggestion of maximum number of CSOs and Civil Society Networks who are the signatories of the MoU.

Article Seven: Duration and Termination of the MoU

- This MoU is not limited to a specific period of time. If one of the parties is willing to terminate the MoU, the party should provide written notification to other parties at least two months prior to termination (date).
- In case one of the parties violates the provisions of the MoU, the representatives of the parties will discuss the violation of the MoU and its termination.
- In case any kind of disagreement arises, the commitments of the parties remain the same to the MoU until the disagreement is solved.
- To resolve the disputes, a commission will be established after agreed upon by all parties and the decision made by the commission will be final.
- The members of the Dispute Resolution Commission will be equally assigned after agreed by parties.

Article Eight: Accession

Any CSO and/or Civil Society Network that its member organizations are registered within relevant government entities and operate at the sub-national level that are established in accordance with enforced laws of Afghanistan can accede to this MoU after they fill and sign the accession forms (annex #1 and 2) of the MoU.

Article Nine: Enforcement

This MoU is holding a preamble and 9 articles, it is enforced and in practice upon signing by an authorized representative of IDLG and accession of a CSO and/or a Civil Society Network.

Annex #1: Accession Form for Civil Society Organizations (CSOs)

| 1) Details of Civil Society Organization (CSO) | | | Photo |
|---|-----------|--|-------|
| Name of CSO | | | |
| Acronym of CSO | | | |
| Location of CSO | Province | | |
| | District | | |
| | Village | | |
| Type of Activities/Sectors of CSO | | | |
| Registration/Establishment Date of CSO | | | |
| Registering Entity of CSO | | | |
| Validity Date of License | Beginning | | |
| | End | | |
| Number of Branches of CSO | | | |
| 2) Details of Person in Charge for CSO | | | |
| First and Last Name | | | |
| Father's Name | | | |
| Gender | | | |
| Age | | | |
| Position | | | |
| Contact Number | | | |
| Email | | | |
| Website | | | |

Annex #2: Accession Form for Civil Society Networks

| | | | |
|---|----------|--|-------|
| 3) Details of Civil Society Network | | | Photo |
| Name of Network | | | |
| Acronym of Network | | | |
| Location of Main Branch Office | | | |
| Coverage Area | Region | | |
| | Province | | |
| Type of Activities of Network | | | |
| Number of CSO Members | | | |
| 4) Details of Person in Charge for Network | | | |
| First and Last Name | | | |
| Father's Name | | | |
| Gender | | | |
| Age | | | |
| Position | | | |
| Contact Number | | | |
| Email | | | |
| Website | | | |