**Contract Templates for CSOs**

**Introduction**

This Collection of Contract Templates is designed to assist Civil Society Organizations (CSOs) operating within the complex legal and cultural environment of Afghanistan. It provides a set of standardized, adaptable documents intended as foundational resources for various organizational needs.

The contents of this collection, encompassing templates and suggested text, are for general informational purposes. They aim to serve as essential tools to support CSOs in their operational and legal documentation efforts. These templates are presented as a starting point and should be customized to fit the specific needs of each organization.

This document does not offer legal advice. While an effort has been made to ensure the templates comply with Afghanistan's general legal framework, laws and regulations change and may differ based on particular situations. Consulting with legal professionals is strongly recommended to ensure adherence to current laws and regulations and to adjust these templates to your organization's unique requirements and context.

The templates are created with an awareness of the cultural and political context of Afghanistan, encouraging users to review and modify the content to align with the relevant values, norms, and legal requirements for their specific activities and regions within Afghanistan.

For more tools, resources, and information to support CSOs in Afghanistan, we encourage users to visit the Afghanistan Rule of Law Observatory (ARLO) website at <https://www.arlo.online/>.

Contents

[Employment Contract 4](#_Toc157626518)

[Consultancy Agreement 6](#_Toc157626519)

[Partnership Agreement 8](#_Toc157626520)

[Service Provider Contract 10](#_Toc157626521)

[Non-Disclosure Agreement 12](#_Toc157626522)

[Memorandum of Understanding 14](#_Toc157626523)

[Project Contract 16](#_Toc157626524)

[Procurement Contract 18](#_Toc157626525)

[Intellectual Property Agreement 20](#_Toc157626526)

[Internship Agreement 22](#_Toc157626527)

[Subcontractor Agreement 24](#_Toc157626528)

[Data Protection and Privacy Agreement 26](#_Toc157626529)

[Vendor/Supplier Contract 28](#_Toc157626530)

[Audit Contract 30](#_Toc157626531)

[Security Service Contract 32](#_Toc157626532)

[Contract Checklist 34](#_Toc157626533)

[Consulting Assignment Information Sheet for CSO Projects 37](#_Toc157626534)

[Proposal Format 40](#_Toc157626535)

# **Employment Contract**

**[Organization Name]**

**Employment Contract**

This Employment Contract ("Contract") is made on [Date] between [Organization Name], a non-profit organization established under the laws of Afghanistan, located at [Organization Address] ("Employer"), and [Employee Name], residing at [Employee Address] ("Employee").

1. **Position and Duties**:
	* The Employee agrees to serve in the capacity of [Job Title].
	* Primary duties include [List of Responsibilities].
	* The Employee is expected to comply with all internal policies and legal regulations of Afghanistan.
2. **Term of Employment**:
	* This Contract is effective from [Start Date] and will continue until [End Date/Termination Clause].
3. **Compensation and Benefits**:
	* Salary: The Employee will receive a salary of [Amount] payable [monthly/annually].
	* Benefits: [List any additional benefits, e.g., health insurance, leave entitlements].
4. **Confidentiality**:
	* The Employee must not disclose any confidential information obtained during employment, both during and after the termination of this Contract.
5. **Termination**:
	* Either party may terminate this Contract by providing [Notice Period] notice.
	* Grounds for immediate termination include [List Grounds, e.g., breach of contract, misconduct].
6. **Dispute Resolution**:
	* Any disputes arising from this Contract will be resolved through [Arbitration/Mediation] under Afghan law.
7. **Governing Law**:
	* This Contract shall be governed by and construed in accordance with the laws of Afghanistan. [Note: This clause can be adapted to the specific legal context of the organization].
8. **Amendment**:
	* This Contract can only be amended in writing and with the consent of both parties.
9. **Acknowledgment**:
	* By signing below, both parties agree to the terms and conditions outlined in this Contract.

**Employer Signature**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Name**: [Name]
**Position**: [Position Title]
**Date**: [Date]

**Employee Signature**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Name**: [Employee Name]
**Date**: [Date]

# **Consultancy Agreement**

This Consultancy Agreement ("Agreement") is entered into on [Date] between [Organization Name], a non-profit organization established under the laws of Afghanistan, with its principal office located at [Organization Address] ("Organization"), and [Consultant Name], residing at [Consultant Address] ("Consultant").

1. **Scope of Services**:
	* The Consultant agrees to provide the following services: [Detailed Description of Services].
	* The Consultant is responsible for the delivery of the services in a professional and timely manner.
2. **Duration of Agreement**:
	* This Agreement commences on [Start Date] and shall continue until [End Date] unless terminated earlier as provided herein.
3. **Payment Terms**:
	* The Organization agrees to pay the Consultant a fee of [Amount] for the services rendered.
	* Payment will be made in accordance with the following schedule: [Payment Schedule].
4. **Confidentiality**:
	* The Consultant shall maintain the confidentiality of all proprietary or confidential information disclosed during the term of this Agreement.
5. **Intellectual Property**:
	* All intellectual property created by the Consultant during this engagement will be the property of [Organization Name/Organizational Policy].
6. **Termination**:
	* Either party may terminate this Agreement by providing [Notice Period] written notice to the other party.
7. **Dispute Resolution**:
	* Any disputes arising out of this Agreement will be resolved through [Arbitration/Mediation], subject to the laws of Afghanistan.
8. **Governing Law**:
	* This Agreement shall be governed by the laws of Afghanistan. [Note: This clause can be adapted to the specific legal context].
9. **Amendment**:
	* No amendment or variation of this Agreement is valid unless in writing and signed by both parties.
10. **Acknowledgment**:
	* By signing below, both parties agree to the terms and conditions of this Agreement.

**Organization Representative Signature**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Name**: [Name]
**Position**: [Position Title]
**Date**: [Date]

**Consultant Signature**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Name**: [Consultant Name]
**Date**: [Date]

# **Partnership Agreement**

This Partnership Agreement ("Agreement") is made on [Date] between [Organization Name], a non-profit organization established under the laws of Afghanistan, located at [Organization Address] ("First Party"), and [Partner Organization Name], located at [Partner Organization Address] ("Second Party").

1. **Purpose of the Partnership**:
	* The purpose of this partnership is to [Clearly Define the Objectives and Goals of the Partnership].
2. **Roles and Responsibilities**:
	* First Party will [Specify Responsibilities].
	* Second Party will [Specify Responsibilities].
3. **Contribution and Profit Sharing**:
	* Each party agrees to contribute [Specify Contributions, e.g., resources, manpower, knowledge].
	* Profit-sharing, if applicable, will be divided as follows: [Detail Profit-Sharing Arrangement].
4. **Duration of the Partnership**:
	* This Agreement is effective from [Start Date] and will continue until [End Date or Termination Clause].
5. **Management and Decision-Making**:
	* Decisions regarding the partnership will be made by [Describe the Decision-Making Process].
6. **Confidentiality**:
	* Both parties agree to maintain the confidentiality of proprietary information shared during the partnership.
7. **Termination**:
	* This Agreement may be terminated by mutual consent or if either party fails to meet the obligations herein.
8. **Dispute Resolution**:
	* Any disputes arising from this Agreement will be resolved through [Arbitration/Mediation] under Afghan law.
9. **Governing Law**:
	* This Agreement shall be governed by the laws of Afghanistan. [Note: Users can modify this to suit their legal context].
10. **Amendment**:
	* Amendments to this Agreement must be in writing and signed by both parties.
11. **Acknowledgment**:
	* Both parties, by their signatures below, agree to all terms and conditions of this Agreement.

**Signature of First Party Representative**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Name**: [Name]
**Position**: [Position Title]
**Date**: [Date]

**Signature of Second Party Representative**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Name**: [Name]
**Position**: [Position Title]
**Date**: [Date]

# **Service Provider Contract**

This Service Provider Contract ("Contract") is entered into on [Date] between [Organization Name], a non-profit organization established under the laws of Afghanistan, located at [Organization Address] ("Client"), and [Service Provider Name], a provider of [Type of Service], located at [Service Provider Address] ("Service Provider").

1. **Scope of Services**:
	* The Service Provider agrees to provide [Detailed Description of Services].
	* Services shall be performed in accordance with the standards and timelines agreed upon.
2. **Duration of Contract**:
	* This Contract is effective from [Start Date] and will continue until [End Date or Completion of Services].
3. **Payment Terms**:
	* The Client agrees to pay the Service Provider [Amount] for the services rendered.
	* Payment will be made as follows: [Payment Schedule and Conditions].
4. **Confidentiality**:
	* The Service Provider must maintain the confidentiality of any proprietary or sensitive information encountered during the contract term.
5. **Termination**:
	* Either party may terminate this Contract by providing [Notice Period] written notice.
	* Grounds for immediate termination include [List Specific Grounds, e.g., breach of contract, failure to meet service standards].
6. **Liability and Insurance**:
	* The Service Provider is responsible for any damages caused during the execution of services and should maintain adequate insurance coverage.
7. **Dispute Resolution**:
	* Disputes arising under this Contract shall be resolved through [Arbitration/Mediation], subject to Afghan law.
8. **Governing Law**:
	* This Contract shall be governed and construed in accordance with the laws of Afghanistan. [Note: This clause is adaptable as per specific legal requirements].
9. **Amendment**:
	* Any amendment to this Contract must be in writing and signed by both parties.
10. **Acknowledgment**:
	* By signing below, both parties agree to the terms and conditions outlined in this Contract.

**Client Signature**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Name**: [Name]
**Position**: [Position Title]
**Date**: [Date]

**Service Provider Signature**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Name**: [Service Provider Representative Name]
**Position**: [Position Title]
**Date**: [Date]

# **Non-Disclosure Agreement**

This Non-Disclosure Agreement ("Agreement") is made on [Date] between [Organization Name], a non-profit organization established under the laws of Afghanistan, located at [Organization Address] ("Disclosing Party"), and [Recipient Name], located at [Recipient Address] ("Receiving Party").

1. **Purpose**:
	* The Receiving Party agrees to maintain the confidentiality of proprietary and confidential information provided by the Disclosing Party for the purpose of [Describe Purpose, e.g., partnership discussion, project collaboration].
2. **Definition of Confidential Information**:
	* Confidential Information includes [Detailed Description of Confidential Information].
3. **Obligations of the Receiving Party**:
	* The Receiving Party shall not disclose or use the Confidential Information except for the purpose defined above.
	* The obligation of confidentiality shall not apply to information that is publicly known or independently developed by the Receiving Party.
4. **Duration**:
	* This Agreement is effective from [Effective Date] and will continue for a period of [Duration] unless terminated earlier as provided herein.
5. **Return or Destruction of Information**:
	* Upon termination, the Receiving Party shall return or destroy all copies of Confidential Information.
6. **No License**:
	* This Agreement does not grant any license or rights to the Receiving Party regarding the Confidential Information.
7. **Governing Law**:
	* This Agreement shall be governed by the laws of Afghanistan. [Note: This clause can be adapted to specific legal contexts].
8. **Dispute Resolution**:
	* Disputes arising under this Agreement will be resolved through [Arbitration/Mediation] under Afghan law.
9. **Entire Agreement**:
	* This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions.
10. **Acknowledgment**:
	* By signing below, both parties agree to the terms and conditions of this Agreement.

**Signature of Disclosing Party**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Name**: [Name]
**Position**: [Position Title]
**Date**: [Date]

**Signature of Receiving Party**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Name**: [Recipient Name]
**Position**: [Position Title]
**Date**: [Date]

# **Memorandum of Understanding**

This Memorandum of Understanding ("MoU") is made on [Date] between [Organization Name], a non-profit organization established under the laws of Afghanistan, located at [Organization Address] ("First Party"), and [Other Entity Name], located at [Entity Address] ("Second Party").

1. **Purpose**:
	* The purpose of this MoU is to establish a framework for collaboration between the First Party and the Second Party for [Specify the Objective of the MoU, e.g., joint project implementation, information sharing].
2. **Scope of Collaboration**:
	* The parties agree to collaborate in the areas of [List Specific Areas or Activities of Collaboration].
3. **Roles and Responsibilities**:
	* First Party will [Detail Specific Responsibilities].
	* Second Party will [Detail Specific Responsibilities].
4. **Duration of the MoU**:
	* This MoU is effective from [Start Date] and will remain in effect until [End Date or Condition for Termination].
5. **Non-Binding Agreement**:
	* This MoU is a statement of intent and does not constitute a legally binding agreement or an obligation to enter into further contracts.
6. **Confidentiality**:
	* Each party agrees to maintain the confidentiality of any proprietary information shared during the term of this MoU.
7. **Modification and Termination**:
	* This MoU may be modified or terminated by mutual consent of both parties in writing.
8. **Dispute Resolution**:
	* Any disputes arising from this MoU will be resolved through [Arbitration/Mediation], subject to the laws of Afghanistan.
9. **Governing Law**:
	* This MoU shall be governed by the laws of Afghanistan. [Note: This clause can be adapted to specific legal contexts].
10. **Acknowledgment**:
	* By signing below, both parties acknowledge their understanding and agreement to the terms outlined in this MoU.

**Signature of First Party Representative**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Name**: [Name]
**Position**: [Position Title]
**Date**: [Date]

**Signature of Second Party Representative**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Name**: [Name]
**Position**: [Position Title]
**Date**: [Date]

# **Project Contract**

This Project Contract ("Contract") is entered into on [Date] between [Organization Name], a non-profit organization established under the laws of Afghanistan, located at [Organization Address] ("Client"), and [Contracting Party Name], located at [Contracting Party Address] ("Contractor").

1. **Project Description**:
	* The Contractor agrees to execute the project titled "[Project Title]" as per the specifications outlined in [Attachment/Annexure detailing the Project Scope].
2. **Duration of the Contract**:
	* The project shall commence on [Start Date] and is expected to be completed by [End Date], subject to adjustments as may be agreed upon.
3. **Payment Terms**:
	* The Client agrees to pay the Contractor a total amount of [Amount] in accordance with the following payment schedule: [Payment Schedule].
4. **Deliverables and Timelines**:
	* The Contractor is responsible for delivering the following specific outcomes: [List of Deliverables].
	* The timeline for each deliverable shall be as follows: [Timeline for Each Deliverable].
5. **Standards and Quality of Work**:
	* All work under this Contract must meet the quality standards and requirements as set out in [Specify Standards or Refer to an Annexure].
6. **Confidentiality**:
	* Both parties agree to maintain confidentiality regarding any proprietary information exchanged during the contract period.
7. **Termination**:
	* This Contract may be terminated by either party with [Notice Period] notice. Grounds for termination include [Specify Grounds].
8. **Dispute Resolution**:
	* Any disputes arising from this Contract will be resolved through [Arbitration/Mediation] under the laws of Afghanistan.
9. **Governing Law**:
	* This Contract shall be governed by and construed in accordance with the laws of Afghanistan. [Note: This clause is adaptable].
10. **Amendments**:
	* Any changes to this Contract must be made in writing and signed by both parties.
11. **Acknowledgment**:
	* The signing of this Contract by both parties signifies agreement to all terms and conditions specified herein.

**Client Signature**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Name**: [Name]
**Position**: [Position Title]
**Date**: [Date]

**Contractor Signature**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Name**: [Contracting Party Representative Name]
**Position**: [Position Title]
**Date**: [Date]

# **Procurement Contract**

This Procurement Contract ("Contract") is made on [Date] between [Organization Name], a non-profit organization established under the laws of Afghanistan, located at [Organization Address] ("Buyer"), and [Supplier Name], a provider of [Goods/Services], located at [Supplier Address] ("Supplier").

1. **Description of Goods/Services**:
	* The Supplier agrees to provide the Buyer with [Detailed Description of Goods/Services].
	* Specifications and requirements for the Goods/Services are as follows: [List Specifications].
2. **Quantity and Delivery**:
	* The Supplier shall deliver [Quantity] of the Goods/Services.
	* Delivery shall be made to [Delivery Location] on or before [Delivery Date].
3. **Price and Payment Terms**:
	* The total price for the Goods/Services shall be [Total Amount].
	* Payment will be made as follows: [Payment Schedule and Conditions, e.g., upon delivery, in installments].
4. **Quality Assurance and Inspection**:
	* The Buyer reserves the right to inspect the Goods/Services to ensure compliance with the agreed specifications.
	* Any non-conforming Goods/Services shall be subject to return or replacement by the Supplier.
5. **Warranties**:
	* The Supplier warrants that the Goods/Services will meet the specified requirements and will be free from defects.
6. **Termination**:
	* Either party may terminate this Contract by providing [Notice Period] written notice in case of breach of contract terms.
7. **Dispute Resolution**:
	* Disputes arising under this Contract will be resolved through [Arbitration/Mediation] under Afghan law.
8. **Governing Law**:
	* This Contract shall be governed by the laws of Afghanistan. [Note: This clause is adaptable as per specific legal requirements].
9. **Amendment**:
	* Any amendment to this Contract must be in writing and signed by both parties.
10. **Acknowledgment**:
	* The signing of this Contract by both parties signifies agreement to all terms and conditions specified herein.

**Buyer Signature**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Name**: [Name]
**Position**: [Position Title]
**Date**: [Date]

**Supplier Signature**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Name**: [Supplier Representative Name]
**Position**: [Position Title]
**Date**: [Date]

# **Intellectual Property Agreement**

This Intellectual Property Agreement ("Agreement") is made on [Date] between [Organization Name], a non-profit organization established under the laws of Afghanistan, located at [Organization Address] ("Organization"), and [Other Party Name], located at [Other Party Address] ("Other Party").

1. **Purpose**:
	* The purpose of this Agreement is to define the terms under which intellectual property (IP) is developed, used, licensed, and protected between the Organization and the Other Party.
2. **Definition of Intellectual Property**:
	* Intellectual Property includes [List Types of IP, e.g., written materials, software, inventions].
3. **Ownership of Intellectual Property**:
	* IP created by the Organization shall be owned by the Organization.
	* IP created by the Other Party shall be owned by the Other Party unless otherwise agreed upon in writing.
4. **Usage Rights**:
	* The Organization grants the Other Party [Specify Usage Rights, e.g., non-exclusive, exclusive] rights to use the IP for [Specific Purposes].
5. **Protection of IP**:
	* Both parties agree to take reasonable steps to protect the confidentiality and proprietary nature of the IP.
6. **Duration**:
	* The rights granted under this Agreement shall remain in effect for [Duration].
7. **Termination**:
	* This Agreement may be terminated by mutual consent or upon breach of its terms.
8. **Dispute Resolution**:
	* Disputes arising from this Agreement shall be resolved through [Arbitration/Mediation] under Afghan law.
9. **Governing Law**:
	* This Agreement shall be governed by the laws of Afghanistan. [Note: Users can modify this to suit their legal context].
10. **Acknowledgment**:
	* Both parties, by their signatures below, agree to all terms and conditions of this Agreement.

**Organization Signature**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Name**: [Name]
**Position**: [Position Title]
**Date**: [Date]

**Other Party Signature**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Name**: [Other Party Representative Name]
**Position**: [Position Title]
**Date**: [Date]

# **Internship Agreement**

This Internship Agreement ("Agreement") is entered into on [Date] between [Organization Name], a non-profit organization established under the laws of Afghanistan, located at [Organization Address] ("Organization"), and [Intern's Name], residing at [Intern's Address] ("Intern").

1. **Purpose of Internship**:
	* The purpose of the internship is to provide [Describe the Learning Opportunities and Professional Experience the Intern will Gain].
2. **Duration of Internship**:
	* The internship shall commence on [Start Date] and conclude on [End Date].
3. **Roles and Responsibilities**:
	* The Intern will be responsible for [List Specific Duties and Responsibilities].
4. **Learning and Development**:
	* The Organization will provide [Detail the Training, Supervision, and Learning Opportunities offered].
5. **Stipend and Benefits**:
	* [If applicable, specify Stipend Amount and any other Benefits, e.g., travel allowance].
6. **Confidentiality**:
	* The Intern agrees to maintain confidentiality regarding any sensitive information encountered during the internship.
7. **Termination**:
	* Either party may terminate this Agreement with [Notice Period] notice.
8. **Governing Law**:
	* This Agreement shall be governed by the laws of Afghanistan. [Note: This clause is adaptable].
9. **Acknowledgment**:
	* Both parties, by their signatures below, agree to the terms and conditions of this Agreement.

**Organization Signature**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Name**: [Name]
**Position**: [Position Title]
**Date**: [Date]

**Intern Signature**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Name**: [Intern's Name]
**Date**: [Date]

# **Subcontractor Agreement**

This Subcontractor Agreement ("Agreement") is made on [Date] between [Organization Name], a non-profit organization established under the laws of Afghanistan, located at [Organization Address] ("Contractor"), and [Subcontractor Name], located at [Subcontractor Address] ("Subcontractor").

1. **Scope of Work**:
	* The Subcontractor agrees to perform the following work: [Detailed Description of Work to be Performed].
2. **Duration of Agreement**:
	* The work shall commence on [Start Date] and shall be completed by [End Date] unless extended or terminated as provided herein.
3. **Payment Terms**:
	* The Contractor agrees to pay the Subcontractor [Payment Amount] for the completion of the work as per the agreed schedule: [Payment Schedule].
4. **Quality of Work**:
	* The Subcontractor is responsible for ensuring that all work meets the quality standards and specifications agreed upon.
5. **Confidentiality**:
	* The Subcontractor must maintain the confidentiality of any proprietary or sensitive information encountered during the contract term.
6. **Termination**:
	* This Agreement may be terminated by either party with [Notice Period] notice.
7. **Dispute Resolution**:
	* Any disputes arising under this Agreement will be resolved through [Arbitration/Mediation] under Afghan law.
8. **Governing Law**:
	* This Agreement shall be governed by the laws of Afghanistan. [Note: This clause is adaptable as per specific legal requirements].
9. **Amendment**:
	* Any amendment to this Agreement must be in writing and signed by both parties.
10. **Acknowledgment**:
	* Both parties agree to the terms and conditions outlined in this Agreement.

**Contractor Signature**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Name**: [Name]
**Position**: [Position Title]
**Date**: [Date]

**Subcontractor Signature**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Name**: [Subcontractor Representative Name]
**Position**: [Position Title]
**Date**: [Date]

# **Data Protection and Privacy Agreement**

This Data Protection and Privacy Agreement ("Agreement") is made on [Date] between [Organization Name], a non-profit organization established under the laws of Afghanistan, located at [Organization Address] ("Organization"), and [Other Party Name], located at [Other Party Address] ("Other Party").

1. **Purpose**:
	* The purpose of this Agreement is to establish the terms under which personal data will be collected, used, stored, and protected by both parties.
2. **Data Collection and Use**:
	* The parties agree to collect and use personal data solely for [Specify Purpose, e.g., project implementation, research].
3. **Data Storage and Security**:
	* All collected data shall be stored securely and protected against unauthorized access, disclosure, alteration, or destruction.
4. **Confidentiality**:
	* Both parties agree to maintain the confidentiality of the personal data collected.
5. **Data Subject Rights**:
	* The parties acknowledge the rights of data subjects, including the right to access, correct, and request the deletion of their personal data.
6. **Compliance with Laws**:
	* Both parties shall comply with all applicable data protection and privacy laws of Afghanistan.
7. **Breach Notification**:
	* In the event of a data breach, the responsible party shall notify the other party and relevant authorities promptly.
8. **Termination**:
	* This Agreement may be terminated by mutual consent or upon breach of its terms.
9. **Governing Law**:
	* This Agreement shall be governed by the laws of Afghanistan. [Note: Users can modify this to suit their legal context].
10. **Acknowledgment**:
	* Both parties, by their signatures below, agree to all terms and conditions of this Agreement.

**Organization Signature**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Name**: [Name]
**Position**: [Position Title]
**Date**: [Date]

**Other Party Signature**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Name**: [Other Party Representative Name]
**Position**: [Position Title]
**Date**: [Date]

# **Vendor/Supplier Contract**

This Vendor/Supplier Contract ("Contract") is made on [Date] between [Organization Name], a non-profit organization established under the laws of Afghanistan, located at [Organization Address] ("Buyer"), and [Vendor/Supplier Name], a supplier of [Goods/Services], located at [Vendor/Supplier Address] ("Vendor/Supplier").

1. **Description of Goods/Services**:
	* The Vendor/Supplier agrees to supply the Buyer with [Detailed Description of Goods/Services].
	* Specifications and quality standards for the Goods/Services are as defined in [Attachment/Annexure].
2. **Quantity and Delivery Schedules**:
	* The Vendor/Supplier shall deliver [Quantity] of the Goods/Services.
	* Delivery shall be made to [Delivery Location] on or before [Delivery Date], as per the agreed schedule.
3. **Price and Payment Terms**:
	* The total price for the Goods/Services shall be [Total Amount].
	* Payment terms: [Detail Payment Schedule and Conditions, e.g., upon delivery, after inspection].
4. **Inspection and Acceptance**:
	* The Buyer reserves the right to inspect the Goods/Services upon delivery for compliance with agreed specifications.
	* Acceptance of Goods/Services is subject to the Buyer's satisfaction after inspection.
5. **Warranties and Guarantees**:
	* The Vendor/Supplier warrants that the Goods/Services will conform to the specifications and be free from defects in material and workmanship.
6. **Termination**:
	* Either party may terminate this Contract by providing [Notice Period] notice in case of breach of contract terms or other specified conditions.
7. **Dispute Resolution**:
	* Disputes arising under this Contract will be resolved through [Arbitration/Mediation] under Afghan law.
8. **Governing Law**:
	* This Contract shall be governed by the laws of Afghanistan. [Note: This clause is adaptable as per specific legal requirements].
9. **Amendment**:
	* Any amendments to this Contract must be made in writing and signed by both parties.
10. **Acknowledgment**:
	* The signing of this Contract by both parties signifies agreement to all terms and conditions specified herein.

**Buyer Signature**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Name**: [Name]
**Position**: [Position Title]
**Date**: [Date]

**Vendor/Supplier Signature**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Name**: [Vendor/Supplier Representative Name]
**Position**: [Position Title]
**Date**: [Date]

# **Audit Contract**

This Audit Contract ("Contract") is entered into on [Date] between [Organization Name], a non-profit organization established under the laws of Afghanistan, located at [Organization Address] ("Client"), and [Audit Firm Name], a certified auditing firm located at [Audit Firm Address] ("Auditor").

1. **Scope of Audit**:
	* The Auditor will conduct a [specify type, e.g., financial, compliance] audit of the Client for the fiscal year ending on [Date].
2. **Audit Standards**:
	* The audit will be conducted in accordance with [Specify Auditing Standards, e.g., International Auditing Standards].
3. **Responsibilities of the Client**:
	* The Client will provide all necessary financial records and access to relevant information for the completion of the audit.
4. **Audit Fees and Payment**:
	* The Client agrees to pay the Auditor a fee of [Amount], payable upon completion of the audit.
	* Additional expenses, if any, will be billed separately.
5. **Confidentiality**:
	* The Auditor agrees to maintain the confidentiality of all information obtained during the audit process.
6. **Report and Findings**:
	* The Auditor will provide the Client with a comprehensive audit report detailing findings and recommendations.
7. **Dispute Resolution**:
	* Any disputes arising under this Contract will be resolved through [Arbitration/Mediation] under Afghan law.
8. **Governing Law**:
	* This Contract shall be governed by the laws of Afghanistan. [Note: This clause is adaptable].
9. **Termination**:
	* This Contract may be terminated by either party with [Notice Period] notice.
10. **Acknowledgment**:
	* Both parties agree to the terms and conditions outlined in this Contract.

**Client Signature**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Name**: [Name]
**Position**: [Position Title]
**Date**: [Date]

**Auditor Signature**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Name**: [Auditor's Name]
**Position**: [Position Title]
**Date**: [Date]

# **Security Service Contract**

This Security Service Contract ("Contract") is made on [Date] between [Organization Name], a non-profit organization operating in Afghanistan, located at [Organization Address] ("Client"), and [Security Service Provider Name], a provider of security services located at [Provider Address] ("Provider").

1. **Scope of Security Services**:
	* The Provider will offer security services including [List Services, e.g., on-site security, personnel protection].
2. **Duration of Contract**:
	* The services will commence on [Start Date] and continue until [End Date] unless extended or terminated as provided herein.
3. **Payment Terms**:
	* The Client agrees to pay the Provider [Amount] for the security services, payable as per the following terms: [Payment Schedule].
4. **Performance Standards**:
	* The Provider must adhere to high standards of security and professionalism, as outlined in [Attachment/Annexure].
5. **Confidentiality**:
	* The Provider agrees to maintain the confidentiality of all information obtained during the contract term.
6. **Termination**:
	* Either party may terminate this Contract with [Notice Period] notice in case of breach of contract terms.
7. **Liability and Insurance**:
	* The Provider is responsible for any damages caused during the provision of services and should maintain adequate insurance coverage.
8. **Dispute Resolution**:
	* Disputes arising under this Contract will be resolved through [Arbitration/Mediation] under Afghan law.
9. **Governing Law**:
	* This Contract shall be governed by the laws of Afghanistan. [Note: This clause is adaptable].
10. **Acknowledgment**:
	* The signing of this Contract by both parties signifies agreement to all terms and conditions specified herein.

**Client Signature**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Name**: [Name]
**Position**: [Position Title]
**Date**: [Date]

**Provider Signature**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Name**: [Provider's Representative Name]
**Position**: [Position Title]
**Date**: [Date]

# **Contract Checklist**

Use this checklist to ensure that your contract with a Civil Society Organization (CSO) in Afghanistan covers all the necessary items.

**General**

[ ] Date of the agreement

[ ] Identification of parties involved, including CSO and partnering organization/government body

[ ] Description and background of the project or collaboration

[ ] Detailed scope of the assignment, including references to descriptions in appendices

[ ] Effective date of commencement of work and estimated completion time

[ ] Designation of responsible individuals for policy decisions in both organizations

[ ] Detailed work statement describing requirements, objectives, and approach

[ ] Provision for modifications in work requirements

[ ] Arbitration of disputes mechanism

[ ] Terms for contract termination by either party

**Responsibilities of the CSO**

[ ] Appointment of a project leader and specification of professional services

[ ] Maintenance of a work schedule

[ ] Detailing personnel to be provided

[ ] Availability for meetings with partnering organization

[ ] Reporting requirements, including schedule and format

[ ] Ownership of created materials (reports, designs, etc.) specified in the contract

[ ] Confidentiality of information provided by the partner

[ ] Performance guarantees, if applicable

[ ] Limitation of CSO’s liability in specific circumstances

[ ] Right to cancel the contract with notice, subject to conditions

[ ] Disposal provisions for materials used during the project

**Responsibilities of the Partnering Organization**

[ ] Provision of necessary information, services, and facilities

[ ] Availability for consultation with the CSO

[ ] Staff support commitment

[ ] Timely review and approval of deliverables

[ ] Termination provisions for unforeseen events

[ ] Mitigation against project delays

**Financial Provisions**

[ ] Total financial commitment by the partnering organization

[ ] Billing methods and schedules

[ ] Payment terms, including currency and conversion rates

[ ] Payment guarantee by the partner

[ ] Interest on late payments

[ ] Intellectual property rights, including copyright and publication rights

[ ] Payment timelines post-billing

[ ] Specification of allowable costs for separate billing, including but not limited to:

* Communication costs (telephone, internet)
* Postage and courier services
* Travel and accommodation expenses
* Photocopying and printing
* Graphic design services
* Specialized support services (e.g., typing, translation)
* Special material costs
* Computer and software usage
* Subcontractor fees

**[Note to User]**: This checklist is designed to assist in drafting contracts for CSOs operating in Afghanistan. It should be adapted to fit the specific context of the project and the involved parties. Consider the legal, cultural, and operational environment of Afghanistan when using this checklist. For more resources and guidance, visit the Afghanistan Rule of Law Observatory (ARLO) website.

# **Consulting Assignment Information Sheet for CSO Projects**

**File Number:**
**Consultant in Charge:**
**New Client [ ]**
**Existing Client [ ]**

**Client Information**
**Date Opened:**
**Address:**
**Phone:**
**E-mail:**
**Contact Person(s):**
**Cross-Reference Index:**

**Assignment Details**

**Type of Work (Tick applicable):**

* Capacity Building
* Governance and Compliance Study
* Community Engagement Research
* Funding and Grant Acquisition
* Organizational Development Study
* Public Speaking and Advocacy
* Strategic Planning
* Human Resource Development
* Program/Project Evaluation
* Other (Specify): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Fee Structure (Costs additional where applicable):**

* **Person/Class:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* **Rate Per Hour/Day:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* **Range Quoted: AFN** \_\_\_\_\_\_\_ **to AFN** \_\_\_\_\_\_\_
* **Minimum Quoted:** AFN\_\_\_\_\_\_\_\_\_
* **Time Value:** AFN\_\_\_\_\_\_\_\_\_
* **Other Fee Arrangements (specify method of payment):** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Projected Costs:**

* **Total Fees and Costs:** AFN\_\_\_\_\_\_\_\_\_

**Source of Client Contact:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Project Timeline:**

* **Promised Completion Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* **Expected Completion Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Opened By:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Closing Information:**

* **Assignment Completed On:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* **Time Value:** AFN\_\_\_\_\_\_\_\_\_
* **Total Fee Received:** AFN\_\_\_\_\_\_\_\_\_
* **Variance:** AFN\_\_\_\_\_\_\_\_\_
* **Client Available for Reference:** Yes [ ] No [ ]

**[Note to User]**: This information sheet is designed to assist CSOs in Afghanistan in organizing and tracking consulting assignments. It should be adapted according to the specific needs and context of the project. Include additional sections if necessary to capture all relevant information. This template helps in maintaining clarity and accountability throughout the consulting assignment. For further support and tools, visit the Afghanistan Rule of Law Observatory (ARLO) website.

# **Proposal Format**

1. **Table of Contents**
	* Include headings and page numbers for easy navigation.
2. **Introduction**
	* Present a clear understanding of the project's context and significance, emphasizing your organization's capability to address the need.
3. **Project Purpose**
	* Clearly outline the purpose and goals of the project, using language that resonates with the client's perspective. Detail specific, measurable outcomes for progress tracking.
4. **Project Benefits**
	* Highlight realistic benefits the client will gain, providing enough detail to justify their commitment.
5. **Approach, Scope, and Plan**
	* Discuss various approaches, define the scope and limits of the service, and segment tasks into clear stages. Include sufficient information to demonstrate competence without giving away methodologies that could render your involvement unnecessary.
6. **Project Schedule**
	* Outline the timing and sequence of tasks. Include a functional flow diagram if helpful.
7. **Progress Reports**
	* Detail the frequency and format of progress reports, aligning them with stages of project completion and billing.
8. **Costing Summary**
	* Clearly explain fee structures, billing procedures, expected expenses, and any variables affecting final costs.
9. **Personnel and Qualifications**
	* Provide background information on your organization and key personnel involved, highlighting relevant experience.
10. **Subcontracts**
* If using subcontractors, specify their roles and responsibilities and clarify the division of technical performance accountability.
1. **Use of Client Personnel**
* Clearly state any client commitments, including the use of their personnel, and how this impacts your fee structure.
1. **Senior Management Support**
* Emphasize the importance of executive support and propose regular update meetings if necessary.
1. **Steering Committee Function (If Applicable)**
* Detail the role, composition, and responsibilities of a steering committee in supporting the project.
1. **Output Material Included**
* Describe any deliverables such as reports, surveys, or instructional materials.
1. **Management Plan**
* Outline the management approach, identifying the client contact person and their role and authority in the project.
1. **Disclaimers**
* Include disclaimers clarifying your advisory role and the dependence of project success on client actions and decisions. Address ownership of any proprietary information developed.
1. **References**
* Provide references if requested, ensuring prior consent from the clients mentioned.
1. **Summary and Closing of Proposal**
* Conclude with a reaffirmation of the project's importance and your readiness to commence work promptly upon acceptance.

**[Note to User]**: This proposal format is tailored for CSOs in Afghanistan, considering the unique operational context. It should be adapted to the specific project and organization's requirements. Ensure cultural sensitivity and relevance in the Afghan context. Translating the proposal into Dari or Pashto may be beneficial for broader accessibility and understanding.

Top of Form