

# MEMORANDUM OF UNDERSTANDING

THE REPUBLIC OF UGANDA

THIS MEMORANDUM OF UNDERSTANDING DATED 8<sup>th</sup> JANUARY 2020  
(Hereinafter referred to as the "Effective Date")

A PARTNERSHIP AGREEMENT

BETWEEN



**Tree Uganda Academy**, registered with  
Kanungu District Local Government with registration No.1160/15, at P.O BOX 11 Kihiihi, Kanungu District in  
Uganda;

which expression shall where the context so admits include legal representatives, the successors in title,  
permitted assignees and affiliates, hereinafter referred to as;

"TUA"

AND

**Kanungu District Local Government**, which expression shall  
where the context so admits include legal representatives in title, permitted assignees hereinafter referred  
to as;

"KDLG"

(All hereinafter referred to as "parties" and "TK")

## 1 Preamble

### 1.1 TUA – INNOVATIVE PARTICIPATION IN CONSERVATION AND POVERTY ALLEVIATION (IPaCoPA).

Tree Uganda Academy (TUA) is an Eco-inclusive Social action, research and Advocacy Youth-Led  
Community Based Organisation, whose focus is to solve problems resulting from Environmental  
degradation, Lack of sufficient livelihoods and lack of systems to support sustainable wealth. TUA's  
vision is to deliver wholesome solutions in order to spur Community development and national  
economic growth.

TUA seeks to enter into a long term partnership with Kanungu District Local Government (KDLG),  
whereby TUA will manage, operate and implement Tree Academy Groups (TAGs) established in  
Communities under the Village Savings and Loan Association (VSLA) model and Tree Academy Clubs  
Established in Schools. The Organisation also provides technical support to farmers, access to Agro care  
Inputs, Technology based Solutions to improve management of community driven projects in all  
sectors including Agriculture, Education, Environment, and Health to mention but a few. Tree Uganda  
Academy (TUA) is currently operating in Kihiihi Sub County, Nyanga and Kihiihi Town Council but  
preparing to expand its operations to other Areas in Kanungu district having identified resources that  
will aid project expansion.

### 1.2 KDLG – EMPOWERING THE COMMUNITY TO ACHIEVE SELF RELIANCE AND ECONOMIC PROSPERITY

Kanungu District is one of the Local Governments, under the Uganda Government decentralization  
policy, located in the west of Uganda, with headquarters in the town of Kanungu.

KDLG envisions an educated population with clean environment, good health and sustainable

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livelihood projects at every household by 2040, whilst serving the community through coordinated delivery of services with focus on national priority and local significance needs in order to promote Social Economic Development of the District.

### 2 The IPaCoPA Project

- 2.1 TUA has set a long term project entitled "Innovative Participation in Conservation and Poverty Alleviation". **IPaCoPA** project provides a "vehicle" suitable for delivering robust solutions to various challenges that Communities face daily ranging from environmental, social and economical by recognising local people's involvement in problem solving to accelerate change. Therefore TUA founded the project to roll out the implementation of projects in Kanungu by consolidating the objectives of KDLG and TUA to implement projects using modern Technology Systems (Webfarm-CDMS-Community Development Management System).
- 2.2 TUA fully understands the challenges of community development and chooses to apply the robust principles of its IPaCoPA innovation, to offer numerous wholesome Solutions and to establish and develop Sustainable projects at grassroots level in Kanungu District.
- 2.3 TUA proposes to deliver its solutions in partnership with KDLG through its Eco-inclusive Social action, research and Advocacy activities by involving the local community and using the existing local natural and Human resources to achieve general community welfare and an inclusive local economic and social objective, as envisioned by KDLG.
- 2.4 TUA believes that Kanungu District represents the general identity, Historical significance and bears all the hallmarks of a model society, that can become a centre of excellence for economic and social enterprise, and that KDLG and TUA are uniquely positioned to successfully deliver the Sustainable Development goals as prescribed by the UN and the Uganda vision 2040.
- 2.5 Having duly examined and satisfactorily researched on the local community's needs and challenges, TUA is confident that its IPaCoPA initiative and the Webfarm-CDMS will effectively articulate technology and finance to deliver sustainable projects to the various sectors that TUA has embarked on to create functional and progressive communities in Kanungu District through this joint undertaking.
- 2.6 Therefore TUA's unique ability to combine technology and investment, presents a platform which has attracted dedicated investment consortia, who view such an approach as suitable for fulfilling their objectives in delivering commercial and humanitarian projects. One such partnership exists between TUA and SAI Group UK Limited, a UK based for Profit Organisation providing access to modern technology platforms, and Jade Products Ltd-also based in UK providing market for TUA members' Agricultural Produce, while another exists between TUA and the Diocese of Kinkiizi, to build synergy and accelerate Community Led Conservation. The TUA IPaCoPA project enhanced with technology offers the opportunity for all participating Members to work together in a more transparent and accountable manner, and therefore proposes to call this joint effort the "TK", where "T" stands for TUA, and "K" stands for KDLG.

### 3 Purpose

The purpose of this MoU is to guide the joint efforts of the parties, the TK mission in implementing the initiative, through an understanding that will facilitate sustainability by availing the terms, conditions and resources needed for delivering economic, environmental and social development in Kanungu District. Therefore this MoU seeks to enable the TK initiative to:





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- 3.1 Empower women, youths, the disabled and marginalised communities.
- 3.2 Promote the social well being of communities in Kanungu District.
- 2.1 Improve the quality of environment, Agriculture and Education in Kanungu
- 3.3 Establish high end activities geared towards economic empowerment of the local communities as a whole.
- 3.4 Accelerate Research and Development

### 3 Objectives

The TK initiative's key objectives are to;

- 3.1 Enhance the Environmental Quality through advocacy, empowering and capacity building the local Community.
- 3.2 Mobilise communities to realise their potential through identifying opportunities and undertaking different project innovations.
- 3.3 Facilitate local economic growth through promoting value addition and increased trade and exports of local produce.
- 3.4 Provide training and sensitization in the community to improve industrialisation, creation of employment and the improvement of the overall quality of life for the people of Kanungu District
- 3.5 Promote Quality Education in Kanungu.
- 3.6 Promote easy access to quality Health Services in Kanungu District.
- 3.7 Coordinate Developments Programs in Kanungu District.

### 4 Broad Areas of Collaboration

The "TK" Initiative is therefore mandated to:

- 4.1 To pool together and provide the requisite resources and infrastructure that shall support Community Livelihood initiatives.
- 4.2 To develop training programs that shall promote and develop communities' enterprises.
- 4.3 To promote and ensure sustainable agriculture, Healthcare, Education and environment.
- 4.4 Mobilization of corporate partners to participate actively in enterprise development in the District.
- 4.5 To offer Capacity building in Evaluation and governance of project inputs and progress.
- 4.6 Sensitize the community by emphasising the importance of economic empowerment and the Biological Diversity.

### 5 Specific Activities

The "TK" initiative aims to conduct the following programs and activities:

- 5.1 To carryout research and advocacy for better climate, food security, protection of natural resources and equitable wealth distribution.
- 5.2 Facilitate the Provision of better Education and Capacity building to the communities in Kanungu.
- 5.3 Initiate and implement Agricultural development programs.
- 5.4 Set Standards for delivery of Agricultural produce to local and international markets.
- 5.5 Establish procedures for the delivery of value added products to local and international markets.
- 5.6 Facilitate the provision of Agro care Inputs, agricultural equipment and machinery to members.
- 5.7 Introduce other related solutions to support value addition processes.

### 6 Responsibilities and obligations

#### 6.1 Roles and responsibilities of TUA:

- 6.1.1 Facilitate Community and local government Liaison and ensure compliance to Law.
- 6.1.2 Identify and vet the project beneficiaries.
- 6.1.3 Oversee and manage auditing, reporting and human resource activities.

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- 6.1.4 Oversee project operation, guidelines and technical systems
- 6.1.5 To avail the Webfarm-CDMS platforms and offer training to users who will administer the implementation of TUA's and the KDLG joint initiatives.
- 6.1.6 To provide Extension Services to farmers, Sales and Marketing opportunities and the delivery of Local Communities' produce and TUA's project outputs.
- 6.1.7 To engage various partners to participate in the initiative's various aspects of project management and delivery.
- 6.1.8 Brand and Market products in line with the provisions of the fair trade initiative.
- 6.1.9 To enable the delivery of feasibility, evaluation, assessment and progress reports to KDLG and other stakeholders including baseline and market studies.

### 6.2 Roles and responsibilities of KDLG

- 6.2.1 Mobilize political Support both Central and Local.
- 6.2.2 Recommend TUA to other organisations with similar or related objectives and give direction on the mandates of partnerships.
- 6.2.3 Lobby for external Partnerships.
- 6.2.4 Provide Technical Support in terms of expertise
- 6.2.5 Monitor the progress of activities of TUA under this agreement.
- 6.2.6 Introduce TUA to other government bodies dealing in Conservation and Sustainable Agriculture
- 6.2.7 Invite TUA to take part in the district activities aiming at Promoting Environmental Conservation, sustainable Agriculture, Better Education and the General Wealth Creation.
- 6.2.8 Be the lead Partner in helping Communities change their mindset towards attaining the Sustainable Development Goals in Kanungu.

### 7 Benefits

Whilst partnering to deliver Sustainable Communities Initiatives, the parties will achieve their objectives and recognition from a global perspective and proceed to implement the initiative district wide.

### 8 Principles

The parties' partnership shall be guided by the following principles:

- 8.1 Integrity
- 8.2 Accountability
- 8.3 Excellence
- 8.4 Transparency
- 8.5 Confidentiality
- 8.6 Participation (Non exclusive)

### 9. Implementation

TUA and KDLG will jointly design the intervention framework (the annual work plan) for joint implementation, and the action plan will be developed on the activity needs.

KDLG and TUA are separately and mutually accountable for the level and quality of Services and risks of all activities under this Partnership "TK" Partnership. The risk allocation and accountability will vary per activity and will depend on the agreements in the project activities to be implemented.

TUA will mobilize resources and Kanungu District Local Government will provide technical Human Resource for M&E.

This MoU is specifically for activities to Strengthen Community Welfare and Organisational/Institutional capacities to transform Kanungu to become a self sustainable model district.



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10. INTELLECTUAL AND TECHNICAL PROPERTY RIGHTS

In the course of collaboration between TUA and KDLG and their affiliates, the use of proprietary materials and technologies acquired by either party, must adhere to Intellectual Property (IP) and Technical Property (TP) protection laws. Innovations, research products such as data, and other IP/TP, derived from joint programs shall be owned jointly following consultations with the relevant institutional IP/TP organs/panels. For purposes of this MOU, IP shall be taken, without limitation, to mean intellectual property rights, published, unpublished or pending.

11. AMENDMENT, ARBITRATION AND REVIEW

This MOU may be amended or additional provisions included, only upon mutual agreement by the parties. Such amendments or addenda, once approved by the parties, may then become part of this Memorandum of Understanding.

Arbitration In the event of a conflict between the parties, each party is at liberty to appoint an arbitrator who will represent them, with a view to arriving at an amicable resolution.

Review of this MoU may be carried out as and when the need arises by either party and presented to the other party for mutual agreement.

The Chief Administrative Officer (CAO)-KDLG and the Executive Director (ED) to TUA will, in consensus, take all the decisions that pertain to this partnership.

12. TESTIMONIUM

This Long-Term Cooperation enters into force on this 7th day of the month of April, in the year of our Lord 2021.

In witness whereof, the parties hereto, acting through their duly authorized representatives have signed this agreement in two copies and set their hand hereunder:

For TUA

Name: IVAN MUSHANA
Title: Executive Director

Signature: [Handwritten signature]
Date: 07/04/2021



For KDLG

Name: KWIZERA ALEX
Title: Chief Administrative Officer

Signature: [Handwritten signature]
Date: 7/04/2021



In Witness of:

Name: JOSEPHINE KASYA

Title: LCV Chairperson, Kanungu District Local Government

Signature: [Handwritten signature]
Date: 7/04/2021

