

# MEMORANDUM OF UNDERSTANDING

## FACILITATING A PARTNERSHIP AGREEMENT BETWEEN

SAI Group presenting, the Awega SCI, an initiative managed by Cranent Ltd, a company registered in England and Wales at 138 Pinner Road, Harrow, HA1 4JE  
Hereinafter referred to as  
"SAI Group"

AND

Tree Uganda Academy, registered in Uganda at P.O BOX 11, Kihhihi, Kanungu District in Uganda;  
Hereinafter referred to as;  
"TUA"

### 1. SAI GROUP - IMPLEMENTING SCI (SUSTAINABLE COMMUNITIES INITIATIVE)

SAI GROUP is a collective effort of diverse backgrounds of its Management ranging from Finance, Administration, ICT, and trading skills, acquired over time in environments that are cognitive of the needs of the wider cross section of society. These needs have become SAI GROUP's challenge, such that SAI GROUP has developed initiatives that offer wholesome sustainable solutions.

Through extensive research, strong partnerships with investors, Technology partners, manufacturers, local authorities and governments, SAI GROUP is able to apply these solutions, to a wide range of key aspects pertaining to commerce, governance and community development, which in the absence of a supportive partner, would require lengthy and expensive means to achieve.

SAI GROUP implements its initiatives through its Sustainable Communities Initiatives (SCI) by subscription of individuals or corporate members, who are registered to participate within the localities of the beneficiary Communities.

### 2. TUA - INNOVATIVE PARTICIPATION IN CONSERVATION AND POVERTY ALLEVIATION

Tree Uganda Academy (TUA) is an Eco-Inclusive, Social Action, Research and Advocacy Youth Led Conservation and Agriculture Organization. It was first established in September 2015 to aid and philanthropy Community led conservation and poverty alleviation. Currently, our membership base goes up to 1,050 farmers in 43 Community led groups and Clubs formed under the Village Savings and Loan Association Model. TUA forms, capacity builds and registers Farmer led groups under the VSLA Model with the aim of promoting Community led Conservation and Sustainable Agriculture in order to increase production, employment, household incomes and food security. Most of these TUA established groups are registered with Kanungu district local government and have a certificate of registration and others are still in the process of registering. Therefore TUA serves as a "vehicle" suitable for delivering robust solutions to various challenges that Communities face daily ranging from social, environmental and economical by recognizing local people's involvement in problem solving to accelerate change. TUA's key objectives are to;

- 2.1 Play a meaningful role in enhancing the Environment through advocacy, empowering and capacity building local Community.
- 2.2 Contributing towards food security and poverty eradication
- 2.3 Contributing towards the consolidation of public services in Kanungu District, to be delivered over a single effective and transparent platform.
- 2.4 Contributing towards local economic growth through value addition and increased trade and exports of local produce.
- 2.5 Contributing towards the industrialisation, creation of employment and the improvement of the overall quality of life for the people of Kanungu District

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### 3. PROPOSAL

3.1 SAI GROUP presented TUA with a proposal, to roll out the Implementation of projects through SCI in Kanungu District using its Technology based platform called, Webfarm Community Development Management System (CDMS)

3.2 SAI GROUP fully understands the challenges of community development that TUA may wish to engage in, and choose to apply the robust principles of its Sustainable community initiative, to offer numerous wholesome Solutions and to establish and develop Sustainable projects in Kanungu District.

3.3 SAI GROUP proposes to deliver its solutions through the TUA initiatives 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.

3.4 SAI GROUP 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 SAI GROUP and its partners are uniquely positioned to successfully help to implement projects and initiatives jointly with all stakeholders through TUA in Kanungu District.

3.5 Having duly examined and satisfactorily researched on the local community's needs and challenges, SAI GROUP is confident that its Webfarm CDMS platform 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.

3.6 Therefore SAI GROUP'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. The Webfarm CDMS platform offers the opportunity for all participants to work together in a more transparent and accountable environment.

### 4. PURPOSE OF THE M.O.U

The purpose of this MoU is to guide the joint efforts of both parties in implementing projects through a platform that will facilitate sustainability by availing the resources needed for delivering economic and social development in Kanungu District, alongside UNDP's Sustainable Development Goals and Uganda's vision 2040.

Therefore this MoU seeks to enable the partnership to:

4.1 Empower women, youth, and the disabled and marginalised communities.

4.2 Promote the social wellbeing of its members in Kanungu District.

4.3 Improve enterprise participation and value addition amongst its members.

4.4 Establish high end commercial activities geared towards economic empowerment of the local communities as a whole.

### 5. Broad Areas of Collaboration

5.1 Establishment of a commercial base to facilitate members' enterprise activities in Kanungu District

5.2 To pool together and provide the requisite resources and infrastructure that shall support members' enterprise activities

5.3 To develop training programs that shall promote and develop members' enterprises.

5.4 To promote and ensure sustainable agriculture, Healthcare, Education and environment.

5.5 To develop local and international trade, sourcing and procurement opportunities.

5.6 Mobilization of corporate partners to participate actively in enterprise development in the region.

5.7 To offer Capacity building in Evaluation and governance of project inputs and progress

5.8 Sensitize the community by emphasising the importance of economic empowerment.

### 6. Specific Activities

The partnership aims to conduct the following programs and activities:

6.1 Initiate and implement Chilli Farming

6.2 To carry out research and advocacy for better climate, food security, protection of natural resources and equitable wealth distribution

6.3 Set up a processing facility for the delivery of chilli and other products to local and international markets

6.4 Establish value addition processes for chilli and production to local and international markets

6.5 Facilitate the provision of transport, agricultural equipment and machinery to participating TUA members

6.6 Introduce other related projects to sustain TUA members' livelihoods.

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## 7. RESPONSIBILITIES AND OBLIGATIONS

### Roles and responsibilities of TUA

- 7.1 Facilitate Community and local government Liaison and ensure compliance to Law.
- 7.2 Identify and vet the project beneficiaries
- 7.3 Oversee and manage auditing, reporting and human resource activities
- 7.4 Oversee project operation, guidelines and technical systems

### Roles and responsibilities of SAI GROUP

- 7.5 To avail the webfarm CDMS platform, related Apps and facilitate the TUA website, under agreed terms and offer training to users who will administer the implementation of TUA's projects
- 7.6 To offer Sales and Marketing strategies in the delivery of TUA members' produce and TUA's project outputs
- 7.7 To engage international markets to absorb the various products from TUA members
- 7.8 To enable the delivery of feasibility, evaluation, assessment and progress reports to stakeholders including baseline and market studies through Webfarm CDMS.
- 7.9 To Brand and Market TUA member's products in line with the provisions of the fair trade initiative.

**NB:** both parties may enter into a joint venture agreement, and engage in commercial enterprises to generate revenues that will support key projects, under a joint management structure.

## 8. BENEFITS

Whilst partnering to deliver the platform's SC/ both parties will achieve their objectives and recognition from a global perspective and proceed to implement the initiative region wide.

## 9. PRINCIPLES

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

- 9.1 Integrity
- 9.2 Accountability
- 9.3 Excellence
- 9.4 Transparency
- 9.5 Confidentiality

## 10. INTELLECTUAL AND TECHNICAL PROPERTY RIGHTS

In the course of collaboration between TUA and SAI GROUP 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

### 11.1. Amendment

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

### 11.2. Arbitration


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

### 11.3. Review

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.

## FORCE MAJEURE

In the event either party is unable to perform its obligations under the terms of this Agreement because of acts of God, strikes, equipment or transmission failure or damage reasonably beyond its control, or other causes reasonably

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beyond its control, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes.

## 12. TESTIMONIUM

In witness whereof the parties hereto through their duly authorized representatives have set their hand hereunder:

### 12.1 For TUA

Name: Ivan Mushana

Position: Executive Director

Signature:

Date:

05<sup>th</sup>/02/2021

### 12.3 For SAI GROUP

Name: Thomas Otleno

Position: CEO

Signature:

Date:

05/02/2021

### 12.2 Witnessed by:

Name: Nzamuhiki Peter

Address: Tree Uganda Academy,  
Kihhi  
Kanungu  
Uganda

Contact: +256 782245377

Signature:

05/02/2021

### 12.4 Witnessed by:

Name: Manjeet Panesar

Address: 138 Pinner Road  
Harrow  
Middlesex  
United Kingdom  
HA1 4JE

Contact: +44 208 861 0115

Signature:

M.S. Panesar  
05/02/2021