

MEMORANDUM OF UNDERSTANDING

BETWEEN

ECLAT DEVELOPMENT FOUNDATION

AND

PO-RALG

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is made this ^{1st}.....day of ~~March~~ April 2018.

BETWEEN

ECLAT DEVELOPMENT FOUNDATION (ECLAT FOUNDATION) of P.O BOX 16288 ARUSHA with registration number **0838**, is non governmental organization registered in Tanzania under Cap 2012 of the Companies Act of 2002. Its main area of operation is Simanjiro District in Manyara Region. (hereinafter referred to as the **"first party"**).

AND

PRESIDENT'S OFFICE, REGIONAL ADMINISTRATION AND LOCAL GOVERNMENT (PO-RALG) P.O BOX 1923 DODOMA. In which its mandate is derived from Article 8 (1) (a-d) 145 and 146 of the Constitution of the United Republic of Tanzania 1977. These Articles emphasize the supremacy of the people; underline the Government Responsibility and Accountability to the people.(hereinafter referred as the **"second party"**

INTRODUCTION

WHEREAS; the parties heretofore – mentioned are desirous to collaborate in a reciprocal and interdependent manner in the service of vulnerable communities for their development.

WHEREAS; the parties hereto agreed to have direct link on Development Corporation in Tanzania hence this memorandum of understanding is an instrument to enhance further relations to the parties.

PURPOSE AND SCOPE

PURPOSE

The purpose of this MoU is to formalize the understanding between **ECLAT FOUNDATION and PO-RALG**. The motive behind is to guide the collaboration and working modalities between partners to archive their common goal. This MoU will identify roles and responsibilities of each party as they relate to the implementation of **COMMUNITY DEVELOPMENT PROJECTS IN TANZANIA**.

Another purpose of this MoU is to recognize ECLAT as government potential partner in development, for the purpose of enabling this organization to implement in collaboration with the government, community public projects and activities in education, water supply, health and community groups economic empowerment in simanjiro district, Manyara Region.

SCOPE

This MoU will operate within Tanzania Mainland.

WHEREAS, THE PARTIES HERETO AGREE AS FOLLOWS:

ROLE AND RESPONSIBILITIES OF ECLAT FOUNDATION

1. Collaborate with PO-RALG in certain matters pertaining to the welfare of the community schools and Government schools in Tanzania.
2. Assist with the provision of one or more of the following critical services. The selected community schools: formal or informal education, literacy/numeracy training, life skills education, medical care, nutrition support, teachers training psychosocial support, health and hygiene support as well as working together on community based curriculum development.
3. Assist the PO-RALG in starting and Scaling-up/upgrading rural schools through Community involvement.

4. ECLAT FOUNDATION will increase the Capacity of parent Community Schools/water committees to manage community Schools/ water service and provide them with strategies of mobilizing Resources.
5. ECLAT FOUNDATION will assist formulation of Water/school committee which will be responsible to manage, control, maintain and ensure the sustainability of the Water/school facilities and future projects as deemed necessary.

ROLE AND RESPONSIBILITIES OF PO-RALG:

1. Assist and guide ECLAT FOUNDATION in selecting community/Region and Government schools to partner with and support.
2. Offer guidance and support to ECLAT FOUNDATION in its quest of providing essential services to the Community schools and Government schools.
3. Help to improve the quality of learning and teaching by providing materials and teacher training for the schools that are eligible.
4. Provide teachers for community schools.
5. Authorize and allow teachers to take training offered by ECLAT FOUNDATION.
6. Authorize PO-RALG staff at the district and National level to be involved with training offered by ECLAT FOUNDATION both as trainee and trainers along with the ECLAT FOUNDATION staff.
7. Participate and contribute towards strategies ECLAT FOUNDATION develops that relates to the people's health, poverty and education programs.

JOINT ROLES BETWEEN COLLABORATING PARTIES:

1. PO-RALG and ECLAT FOUNDATION desire to collaborate in a reciprocal and interdependent manner in the service of vulnerable communities for their development.
2. PO-RALG and ECLAT FOUNDATION respect mandates of each other and appreciate the quality of services of each other and approaches for effective delivery of programs initiated.

3. PO-RALG and ECLAT FOUNDATION commits to formally establish and strengthen communication and collaborative efforts for the benefit of community projects in which ECLAT intends to implement.
4. Parties are guided by a desire to enhance education provision to citizens of Tanzania that have been marginalized by their culture, economic and social factors.
5. Parties have to adhere the value and accept the full autonomy and independence of each other.

FINANCIAL OBLIGATIONs

1. This MoU imposes no financial obligation on either party
2. The parties to this MoU understand that any financial arrangement entered into will have to be negotiated and will depend on availability of funds.
3. In the event that, the parties wish to enter into financial arrangement, the parties will execute an agreement/ contract stipulating the terms of the said financial arrangement.

APPLICABLE LAWS

The interpretation, construction and effect of this MoU will be governed in all respect in accordance with the laws of Tanzania.

DISPUTE SETTLEMENT

In the event of controversy/dispute arising under this MoU, the parties hereto shall end over to settle such dispute amicably through dialogue and consultation, Failure of which the parties will have an upper hand in determining the way forward for dispute resolution.

FORCE MAJEURE:

Neither party shall be held in default, in performance of obligations under this MoU, in circumstance of force majeure. For the purpose of this Force Majeure includes War, civil commotion, riots, floods, storms, enemy action, blockade,

strikes and acts of God. In the event of force Majeure the parties undertake to consult each other in order to agree on appropriate cause of action in the given circumstance.

TIMELINE

The timeframe for this MoU is a renewable five years term. The works and projects being implemented can as per the objectives of the MoU lead and determine the renewal of this MoU.


LEGAL EFFECTS OF MoU

1. This MoU is set forth the understanding and objective of the parties and further the parties acknowledge that this MoU does not constitute a legal binding commitment by either of them.
2. This MoU may be terminated at any time by either party giving written notes of an intention to terminate at least three months by any such intended termination.
3. In the event of Termination of this MoU the provisions hereunder will continue to be in effect until such time when the implementation of any procedures, plans and programs of operation made there under have been carried out to their completion, unless otherwise arranged.

IN WITNESS WHEREOF The parties hereto have, through their competent or authorized representatives, thereunto set their hand on the day and the year hereinafter appearing against each Party's name:-

SIGNED ON BEHALF OF PRESIDENT'S OFFICE REGIONAL ADMINISTRATION
AND LOCAL GOVERNMENT THIS...1ST...DAY OF...MARCH...2018.

NAME: TIXON T. NZUNDA

SIGNATURE: 

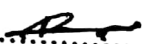
POSTAL ADDRESS: BOX 1923 DODOMA

TITLE: AG. PERMANENT SECRETARY

MATIBU MKUU
OFISI YA RAIS
TAWALA ZA MIKOA NA
SERIKALI ZA MITAA

SIGNED ON BEHALF OF ECLAT DEVELOPMENT FOUNDATION
THIS...1ST...DAY OF...MARCH...2018.

NAME: TOIMA P. KIROYA

SIGNATURE: 

POSTAL ADDRESS: 16288 ARUSHA

TITLE: CHAIRMAN

