



IN RESPECT OF AN UNDERSTANDING TO HIRE CONSULTING SERVICES OF
CHARITY UGANDA LIMITED

MEMORANDUM OF UNDERSTANDING

BETWEEN

CHARITY UGANDA LIMITED

AND

FEDERATION OF FISHERIES ORGANISATIONS UGANDA

DATED THIS.....DAY OF DECEMBER 2023

PREPARED BY;
M/S CHARITY UGANDA LIMITED
P. O. Box 143450
KAMPALA – Uganda
Tel: 0772550193
Email: robert.canwat@yahoo.com

Three handwritten signatures in blue ink, written in a cursive style. The first signature is on the left, the second is in the middle, and the third is on the right.



THE REPUBLIC OF UGANDA

IN RESPECT OF AN UNDERSTANDING TO HIRE CONSULTING SERVICES OF CHARITY UGANDA LIMITED

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made this Day of, 2023

BETWEEN

CHARITY UGANDA LIMITED of P. O. Box 143450, KAMPALA, Uganda (Hereinafter referred to as 'the **CONSULTANT**') which expression shall where the context so admits include her Nominees, Agents, Successors in Title and Assignees of the one part;

AND

FEDERATION OF FISHERIES ORGANISATIONS UGANDA of P.O. Box 3116, Kampala, Uganda and located along Jinja road on 2nd floor Wabyona building, Nambole, Bweyogerere, Wakiso district (hereinafter referred to as the "**UMBRELLA ORGANISATION**") which expression shall where the context so admits include her Nominees, Agents, Successors in Title and Assignees of the other part;

RECITALS:

(a) **WHEREAS the Federation Of Fisheries Organizations Uganda**, an umbrella organization of fisheries associations in Uganda is desirous and has agreed to hire the Consulting Services of Charity Uganda Limited;

AND

(b) **WHEREAS Charity Uganda Limited** has agreed to offer consulting services to the Federation of fisheries Organizations Uganda;

AND

© **WHEREAS both the Consultant and the Umbrella Organization** have the legal capacity to enter into this Memorandum of Understanding on the terms and conditions herein contained;

Handwritten signatures in blue ink

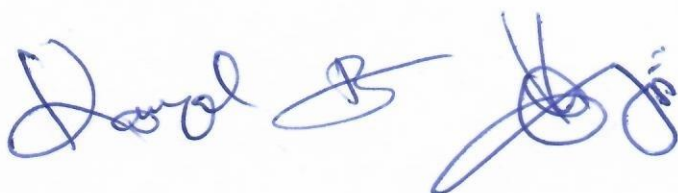
**NOW THEREFORE THIS MEMORANDUM OF UNDERSTANDING
WITNESSES AS FOLLOWS;**

1. CONSULTANT'S RESPONSIBILITIES;

- a) To provide technical business advice to improve on the income of the members, associations and the Federation of the Fisheries Association of Uganda.
- b) To train the umbrella organization, associations and members in operating viable enterprises, savings, loans, financial literacy and others as that will be agreed upon.
- c) To organize and support members to register into smaller village savings and loans association (VSLAs) under the different associations and make members to start saving some agreed fixed amount of money on a regular basis.
- d) To identify, select and link the members, VSLAs, associations and umbrella organization to financial institutions (preferably commercial banks) that will provide appropriate financial services for the members. He will negotiate on terms of the savings, loans, money transfer, payments and agent banking to serve the members, VSLAs, Associations and the umbrella organization.
- e) To ensure that the selected financial institutions sign a tripartite agreement (MoU) with the Federation of Association of Fisheries of Uganda and the Consultant. The Consultant will follow up the financial institution to comply to the signed MoU.
- f) To identify possible funding options and prepare the funding proposal for mobilizing the fund depending on the funder's requirements.
- g) To submit the proposal on behalf of the organization.
- h) To follow up the funding proposal for approval and communicate to the umbrella organization accordingly.
- i) To support the umbrella organization in preparing any requirement for the disbursement of the fund
- j) To provide technical assistance required regarding the utilization of the fund.
- k) To remind and follow up the umbrella to provide periodic reports to the funder as required.
- l) To report to the Chairman Board of Directors or any other assigned staff for the implementation of this MoU.

**2. FEDERATION OF FISHERIES ORGANISATIONS UGANDA'S
RESPONSIBILITIES**

- a) To work with the Consultant to determine their training needs and funding needs to be able to prepare the training plan and funding proposal.
- b) To mobilize the members for the training and forming of the VSLAs.
- c) To sign the tripartite MoU with the selected financial institution and the Consultant.
- d) To comply with the terms of the MoU signed.
- e) To provide in time the documents or put in place the conditions required by the funder to support the funding proposal or applications.
- f) To provide the internal approval or resolution required to secure the funding.
- g) To utilize the fund or technical assistance received as specified in the agreement
- h) To provide the periodic reports required promptly.



- i) To promptly pay the Consultant his transport and facilitation refunds and professional fee.

3. RENUMERATION:

THE FEDERATION OF FISHERIES ORGANISATIONS UGANDA shall pay the Consultant as follows;

- a) Professional fee of 5% of the fund secured or commissions paid for operating banking agents on interest on money saved with the financial institution, etc. Payment to be made to the Consultant's bank account within one month of receiving the fund or commission.
- b) Transport refund of UGX: 100,000 per day that the Consultant will spend to work with the organization within Uganda or US dollar 500 per day outside Uganda to perform work of the organization as per this MoU. This is effective from the day of signing this agreement.

4. CONFIDENTIALITY

- 4.1 The parties undertake that the information provided by either party to the other shall be treated with utmost confidentiality pursuant to this MOU, and any other matter arising during the operation of the MOU shall be accorded protection and confidentiality similar to that accorded to the information obtained under the auspices of this MOU.
- 4.2 The information received from the other party during the performance of this MOU will be used solely for purposes of meeting their responsibilities under the MOU and that neither of the parties shall disclose non-public information without the prior written authorization of the party that owns such information.
- 4.3 The obligation for confidentiality remains a continuing obligation even after the expiry or lapse of the MOU.

5. DURATION

This agreement shall be deemed to have commenced on the date above and shall run for a period of five (5) years subject to a renewal as shall be agreed by the Consultant and Umbrella Organization.

6. AMENDMENT

Any changes, modifications or amendments to this MOU shall be made only by mutual agreement in writing between the parties hereto and such changes, modifications or amendments shall become an integral part of this MOU.

7. DISPUTE RESOLUTION

In the event of any dispute the parties undertake to amicably resolve any disagreement or dispute arising out of the interpretation or execution of this MOU. In the event that the



dispute is not resolved after the mutual agreement procedures: the dispute may be referred to arbitration in accordance with Arbitration and Conciliation Act, cap 4 Laws of Uganda.

IN WITNESS WHEREFORE, the parties have set their hands on the date, month and year first mentioned against assignees.

SIGNED by the said

For and on behalf of **CHARITY UGANDA LIMITED:**

Mr. Robert Opobo Canwat
(MANAGING DIRECTOR)

Signature Date

SIGNED by the said

For and on behalf of **FEDERATION OF FISHERIES ORGANISATIONS UGANDA**

Name Kanyaro Ezra

Signature [Handwritten Signature]



Name Binyeri Zauja

Signature [Handwritten Signature]

Date 20/12/23

All in the presence:

Name: Kangwagye Vincent

Signature: [Handwritten Signature]

Date 20/12/2023

WITNESS

PREPARED BY:
M/S CHARITY UGANDA LTD
P. O. Box 143450
KAMPALA – Uganda
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Email: Robert.canwat@yahoo.com