

MEMORANDUM OF UNDERSTANDING

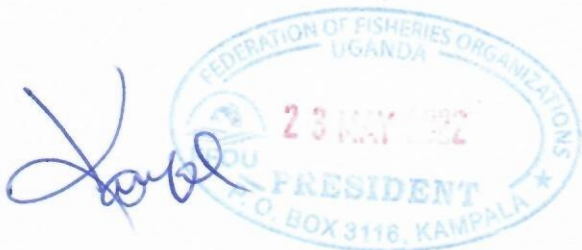
BETWEEN

Federation of Fisheries Organisation Uganda (“The Organisation”)

-AND-

Equity Bank Uganda Limited (“The Bank”)

DATED THIS DAY OF 2022



THE REPUBLIC OF UGANDA

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the MOU) is made this _____ day of _____ 2022.

BETWEEN

FEDERATION OF FISHERIES ORGANISATIONS UGANDA a company limited by guarantee registered in the Republic of Uganda with its registered office at Plot 20, Jinja Road, 2nd Floor Wabyona Plaza and whose postal address is P.O Box 3116 Kampala – Uganda, hereinafter referred to as **“The Organisation”** which expression shall where the context so admits shall include its legal representatives, assignees and or successors in title;

AND

EQUITY BANK UGANDA LIMITED, a financial Institution licensed and regulated by Bank of Uganda, with registered office at Church House, plot 34, Kampala Road and whose postal address is P. O. Box 10184, Kampala, hereinafter referred to as **“BANK”**, which expression shall where the context so admits shall include its legal representatives, assignees and or successors in title;

Hereinafter also collectively referred to as **“the Parties”**.

WHEREAS:

1. **FEDERATION OF FISHERIES ORGANISATION UGANDA** is a company limited by guarantee with non-state actors in the fisheries sub-sector in Uganda with a mandate of coordinating responsible fishers for the sustainable development of the sector.
2. **FEDERATION OF FISHERIES ORGANISATION UGANDA** has Fisheries organisations including associations, SACCOS, Development groups who wish to attain loan facilities for their fisheries business.
3. The Bank is ready and willing to extend credit facilities to fishers under **FEDERATION OF FISHERIES ORGANISATION UGANDA** (herein after referred to as the Borrower(s)) for purposes of enabling them actively conduct business upon the terms and conditions as set by the Bank.
4. Both parties having a common interest of supporting the Borrowers on the organisation’s platform, to access asset financing, have decided to enter into this MOU and agree as herein contained:

NOW THEREFORE, this Memorandum of Understanding witness as follows:

1. **Objective and Purpose**

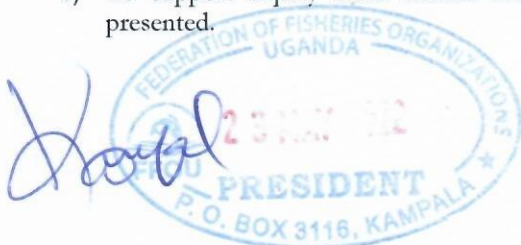
The objective of this MOU is; -

- a) To identify avenues for collaboration and mutual benefit for both Parties;
- b) To establish a strong working relationship between the parties that is based on a framework to provide micro loans to the Borrowers.

2. **Parties Responsibilities**

2.1. **FEDERATION OF FISHERIES ORGANISATION UGANDA** shall: -

- a) Share a list of identified beneficiaries with the Bank.
- b) Provide technical support to beneficiaries before, during and post disbursement period.
- c) Mobilize beneficiaries for meetings/trainings by the Bank.
- d) Support the groups to set up a group credit evaluation committee.
- e) To support Equity Bank branch staff in conducting residential visits to ascertain loan applications presented.



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- f) To update the Bank of any occurrence which may cause the borrowers to materially fail to meet their expected repayments and update the bank from time to time of newly supported fishers or fishers de-registered from the program and the different organisations under its supervision.
- g) To work closely with the Bank to pursue borrowers who default in making loan repayments. The recovery of loan advanced will be done in accordance with the bank credit policies and procedures.
- h) To provide the Bank with marketing and PR rights into its network, events, and communication platforms.

2.2. The Bank shall; -

- a) Appraise and approve applications of clients for loan facilities according to its internal credit policies and the law.
- b) Open accounts for the clients.
- c) Provide funds for credit facilities/loans to qualifying Borrowers.
- d) Reserve the right to decline applications which do not meet its lending policy and guidelines.
- e) Carry out credit risk management for all the clients.
- f) Provide training on financial literacy to the Borrowers.

2. Assignment or Transfer to Third Parties

The responsibilities of the Parties under this MOU are not assignable or transferable without the prior written consent of the other party. Any attempt to assign or transfer, including by operation of law, is void unless there is the prior written approval of both Parties.

3. Financial Arrangements

The Parties will enter into further agreements on the amount and mode of payment as they perform their responsibilities under this MOU. Financial terms of each party on identified activities or projects shall be addressed in the specific agreements that will be executed to undertake such projects.

4. Amendments

The terms and conditions of this MOU may only be changed by mutual agreement, written and signed by both Parties.

5. Warranties

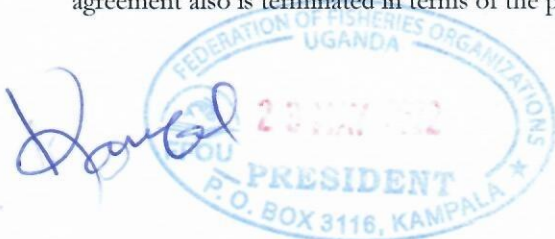
Each Party hereto represents and warrants to the other Party hereto that it is duly organized and validly existing under the laws of its incorporation, registration or other like organizational documents, with full authority under those laws and its organizational documents to enter into this binding MOU and to undertake the obligations set forth herein.

6. Duration and Termination

6.1. This MOU shall enter into force on the latest date of its signature by the authorised signatories of both Parties and shall remain in effect for a period of **One year**, unless terminated by either Party with thirty (30) days advance written notice to the other. The MOU is renewable for a further **One-year** term upon written mutual consent of both Parties, to be received one month prior to the expiry of the initial term. The renewal can be initiated by either party.

6.2. Notwithstanding its termination, the provisions of this MOU shall survive to the extent necessary to permit an orderly settlement of accounts between the Parties and to bring ongoing activities to a proper close with the least disruption to the pending work.

6.3. However, termination of this MOU shall not affect any other agreement the Parties enter into unless such specific agreement also is terminated in terms of the provisions therein.



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6.4. The Parties confirm that they shall exercise good faith efforts to resolve any dispute between the Parties arising from or in connection with this MOU through mutual negotiation, consultations and mediation.

7. Confidentiality

7.1. Each Party agrees to treat with the utmost confidentiality all documents, information and/or data obtained in the course of the execution of this MOU and deemed confidential by the other Party or which due to the nature of such information should be treated as confidential and shall not disclose same without the prior written confirmation of the party that disclosed the information unless compelled by a lawful order of a court of law or as a result of binding legislation.

7.2. All confidential information submitted by one Party to the other shall remain the property of the Party from which it originates. Each Party shall return to the other all the Confidential Information received from the other Party and any copies thereof promptly upon request and one copy may be retained for archival purpose.

7.3. No patent, copyright or other intellectual property rights are transferred by this Agreement nor is any right or license under any invention or patent granted hereunder.

8. Force Majeure

8.1 Neither party shall be liable to the other for any delay or non-performance of its obligations under this MOU arising from any cause or causes beyond its reasonable control including, without limitation, any of the following: act of God, governmental act, war, fire, flood, explosion or civil commotion.

8.2 In the event of either party being so delayed or prevented from performing its obligations such party shall:

- a. give notice in writing of such delay or prevention to the other party as soon as is reasonably possible stating the commencement date and extent of such delay or prevention, the cause thereof and its estimated duration;
- b. use all reasonable endeavours to mitigate the effects of such delay or prevention upon the performance of its obligations under this MOU; and
- c. Resume performance of its obligations as soon as is reasonably possible after the removal of the cause of the delay or prevention.
- d. In the event that such delay or prevention continues for more than one month the party whose performance is not delayed or prevented may terminate this MOU in which case the provisions of Clause 10 shall apply.

9 Management

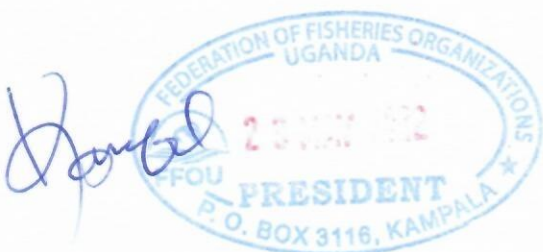
Each party hereby appoints the following for the proper management and performance of this Agreement, who may delegate the management to such suitable persons and all correspondences in respect to this Agreement, shall be addressed to:

For: FEDERATION OF FISHERIES ORGANISATION UGANDA

Kanyana Ezra,
PRESIDENT

FEDERATION OF FISHERIES ORGANISATIONS UGANDA

Address: Plot 20, Jinja Road, 2nd Floor Wabyona Plaza, P.O Box 3116 Kampala – Uganda, Tel:
+256414583081, +256701158174, Email: info@ffou.org, Website: www.ffou.org



For: Equity Bank Uganda Limited

Annet Nakigudde Ssebugwawo

HEAD MICRO LENDING

Address: Church House, Kampala Road, 3rd Floor, Kampala

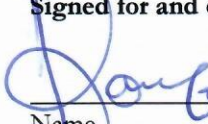
Email: annet.nakigudde@equitybank.co.ug

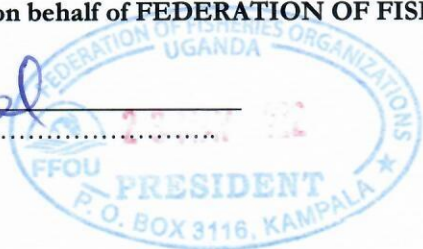
9. Dispute Resolution

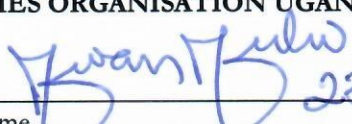
In the event of any dispute arising between the parties during this agreement, it shall first be mutually resolved as far as practicable by the senior managers of the parties., only upon failing of such mutual negotiations for a period of **21 days** will either aggrieved party refer the dispute to an a Court of Law with competent jurisdiction agreed upon by both parties.

The Parties hereto, each acting through its duly authorised representative, have signed this MOU.

Signed for and on behalf of FEDERATION OF FISHERIES ORGANISATION UGANDA



Name:
DIRECTOR




Name: 23/05/2022
COMPANY SECRETARY

Seal

Signed for and on behalf of Equity Bank Uganda Limited


Name: ANTHONY K. TUKU
Designation: EXECUTIVE DIRECTOR

In the Presence of:


Name: ISHA BAGUMA
Designation: Advocate
P.O.Box 10184, Kampala

