



MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

**BULIISA TOWN COUNCIL (BTC)
BULIISA DISTRICT LOCAL GOVERNMENT**

AND

**BULIISA INITIATIVE FOR RURAL DEVELOPMENT
ORGANISATION
(BIRUDO)**

(AGREEMENT FOR REGULATED TREE PLANTING IN BULIISA TOWN COUNCIL)

APRIL 2012

MEMORANDUM OF UNDERSTANDING

This **AGREEMENT** has been made this 1st day of January 2012, between BULIISA TOWN COUNCIL (hereinafter referred to as "BTC") of P.O. Box 228, Masindi Uganda, on the one part; and BULIISA INITIATIVE FOR RURAL DEVELOPMENT ORGANISATION (hereafter referred to as the "BIRUDO") of P.O. Box 534, Masindi Uganda; (both collectively referred to as "the parties").

WHEREAS BTC is a legal entity responsible for implementing a broad range of government devolved services including urban environment management and has embarked on the promotion of a tree planting program in partnership with the local communities and other stakeholders for the benefit of the people of Uganda and the global community;

WHEREAS BIRUDO is a Community Based Organisation (CBO) governed and operates under her constitution 2006. It is also governed and operates under Uganda Government legal mandate as per BIRUDO's registration of 2007 and of 2010 under Registration Number CD/058/010 as a CBO with the Community Based Services Department of Buliisa Local Government.

WHEREAS BIRUDO's objective, among others, is to create, promote and ensure primary responsibilities of maintaining the integrity of the environmental conservation among communities to plant trees and liaise with other organizations and government entities working with environmental conservation.

AND WHEREAS the parties are desirous of having the community enjoy a conducive environment.

NOW THE PARTIES DO HEREBY AGREE AS FOLLOWS:

ARTICLE 1: OBJECTIVE

1. The overall objectives of this agreement are:

1.1 To ensure appropriate participation of Buliisa Town Council population in tree planting program through public campaigns, provision of tree seedlings, co-funding the activities, research, monitoring and evaluation.

ARTICLE 2: CONDITIONS GOVERNING TREE PLANTING IN BULIISA TOWN COUNCIL

2.1 Each beneficiary shall register with Buliisa Town Council and a copy of the list of the registered beneficiaries shall be availed to BIRUDO for the purpose of transparency and activity coordination.

- 2.2 Both parties, Buliisa Town Council and BIRUDO shall formulate and promote necessary byelaws to ensure that the tree seedlings are planted, protected and monitored.
- 2.3 Both parties, Buliisa Town Council and BIRUDO shall come up with the monitoring team that shall be the Steering Committee for any tree planting project under this MoU.
- 2.4 Both parties, Buliisa Town Council and BIRUDO shall initiate research and survey to determine the appropriate tree species and the challenges involved.
- 2.5 Both parties shall mobilise, sensitize and train the Buliisa Town Council population in tree planting.
- 2.6 Both parties, Buliisa Town Council and BIRUDO shall mobilise resources jointly or at individual level for the support of the activities under this MoU. These resources shall be managed jointly or individually as per the resource condition.
- 2.7 Both parties, support tree planting in local community as well as designated institutions.

ARTICLE 3: GEOGRAPHICAL SCOPE

The areas covered under this MoU shall be Buliisa Town Council but not limited to the following cells: Kizongi, Kityanga, Nyapea, Kitahura, Kizikya, Civic, Kakindo and Kisimo. Shrubs with short grass dominate the area and extinction of natural trees by human activities is growing at an alarming rate without any replacement.

ARTICLE 4: DURATION

This MoU shall be for an initial period of three years from the time of signing, subject to review based on availability of performance of both parties under mutual agreement by the parties.

ARTICLE 5: ROLES AND RESPONSIBILITIES OF BULIISA TOWN COUNCIL

The contributions and responsibilities of BTC shall include, but not necessarily be limited to:

- 5.1 Sensitizing local communities about general conservation of Town Council environment, and on government policies and laws.
- 5.2 Monitoring tree planting activities by the beneficiaries while evaluating the tree planting project and impact of the project on environment.
- 5.3 Taking appropriate legal action on cases reported by beneficiaries and Steering Committee in relation to this MoU.
- 5.4 Together with BIRUDO, address arising conflicts and disputes among beneficiaries and other communities on issues related to the project under this MoU.
- 5.5 Training beneficiaries and Steering Committee on environmental management issues and shall provide the necessary support required for better management of collaborative management programmes.

- 5.6 Ensuring that the beneficiaries are registered and a copy of the list of beneficiaries is availed to BIRUDO.
- 5.7 Updating on quarterly basis the Steering Committee on the progress of the project under this MoU.
- 5.8 Providing technical advice to Steering Committee for the better management of this MoU.
- 5.9 Mobilise resources for the support of the activities under this MoU.
- 5.10 Taking part in research and survey under this MoU.
- 5.11 Formulating and or promoting the relevant bye-laws.

ARTICLE 6: ROLES AND RESPONSIBILITIES OF BIRUDO

BIRUDO was recommended to host the program under this MoU through a consultative and assessment process; it also confirmed its willingness and readiness to undertake this vital responsibility and it will therefore perform the following roles and responsibilities, among others:

- 6.1 Providing the overall management and technical support for the implementation of this MoU programs.
- 6.2 Promoting this MoU programs and its expansion within the local authority, the private sector and local communities.
- 6.3 Fostering the MoU concept and approach and solicit support from donor agencies and the private sector to support the expansion of this MoU programs.
- 6.4 Developing training materials in a participatory with local authorities and local community groups and coordinating the conducting of training seminars and workshops among the implementing partners of projects and programs under this MoU.
- 6.5 Developing a resource mobilization strategy for the expansion of the programs / projects.
- 6.6 Providing part of the financial requirements in kind or in cash of which the details shall be outlined under the projects / programs inputs.
- 6.7 Mobilizing resource inputs from the partners and other sources manage and monitor their proper utilization and the production of quality outputs.
- 6.8 Providing technical support to parties participating in projects / programs under this MoU.
- 6.9 Supervising the implementation of the projects / programs and prepare / present progress report to both parties and partners involved.
- 6.10 Together with BTC shall design monitoring and evaluation forms for the project activities under this MoU.
- 6.11 Ensuring the sustainability of the project under this MoU.
- 6.12 Taking part in research and survey under this MoU.
- 6.13 Providing technical support and advice to BTC, Steering Committee and the beneficiaries under this MoU.
- 6.14 Taking part in monitoring and evaluation of the project under this MoU.

- 6.15 Report any issue relating to the project under this MoU to the parties involved.

ARTICLE 7: STEERING COMMITTEE:

7.1 Both parties shall undertake to compose a Steering Committee to oversee the exercise of the activities under this MoU but not limited to providing policy guidance and direction for implementation of this MoU, appointment of the Chairperson of the Technical Committee and shall be composed of 5 (five) members.

7.2 The Steering Committee shall comprise of five members; the Chairperson Local Council III representing the local community, the Town Clerk representing Buliisa Town Council Local Government, the Executive Director of BIRUDO representing BIRUDO, one representative of institutions and the Chief Administrative Officer representing Buliisa District Local Government. Other technical persons shall be co-opted.

ARTICLE 8: ROLES AND RESPONSIBILITIES OF STEERING COMMITTEE:

- 8.1 Providing policies and strategic directions and guidance on this MoU coordination, management and implementation.
- 8.2 Providing overall supervision in order that the MoU is working towards achieving the set objectives.
- 8.3 Reviewing reports containing issues of policy, resource mobilization and future direction of this MoU.
- 8.4 Reviewing MoU resource needs, availability, allocation and time frame at least once a year and as whenever necessary.
- 8.5 Overseeing the management and implementation of the MoU components through program partners, local communities and consultants including Technical and Steering Committee members and training institutions.
- 8.6 Coordinating inputs and joined activities with related parties, donors and /or other NGOs supported projects and programs.
- 8.7 Ensuring synergy with programs / projects in Buliisa Town Council and in particular to the environmental protection to which this MoU is complementary.
- 8.8 Ensuring linkage between this MoU and other relevant projects / programs within and outside of the local community, government and civil society organisations.

ARTICLE 9: TECHNICAL COMMITTEE:

9.1 The Technical Committee shall comprise of technical persons from both parties. The Technical Committee shall be chaired by a Chairperson agreed upon by the Steering Committee. The Chairperson shall be technically qualified and experienced and will be responsible for providing technical guidance and advice to both parties on the management and implementation process.

ARTICLE 10: ROLES AND RESPONSIBILITIES OF THE TECHNICAL COMMITTEE:

10.1 Preparing a realistic Work Plan with timeframe for implementing the MoU program activities.

- 10.2 Organizing and operationalizing the activities and the implementation process as per the agreed upon Work Plan.
- 10.3 Identifying / specifying and requesting for the procurement of the required program equipments under this MoU.
- 10.4 Developing a training program for local community, local authority and their partners involved in implementing the program under this MoU.
- 10.5 Identifying and selecting serious partners and their trainees for training in the preparation of the project proposal and implementation strategies under this MoU.
- 10.6 Reviewing Terms of Reference (TOR) of local consultants and participating in reviewing consultants' reports and other outputs.
- 10.7 Holding and sharing monthly program review meetings and attending Steering Committee meetings and Technical Planning Review Meetings.
- 10.8 Monitoring and evaluating projects and programs under this MoU and providing technical guidance where necessary.
- 10.9 Reporting to the Steering Committee twice in a year and as when the need arises.

ARTICLE 11: ROLES AND RESPONSIBILITIES OF BENEFICIARIES:

- 11.1 Providing land on which to plant the tree seedlings.
- 11.2 Planting the tree seedlings provided.
- 11.3 Protecting and taking care of the planted trees against any form of destruction.
- 11.4 Ensuring the sustainability of the project under this MoU.
- 11.5 Taking part in resolving conflicts that may arise as a result of the activities under this MoU.
- 11.6. Reporting any cases in relation to the activities under this MoU to Technical Committee, BTC and BIRUDO.

ARTICLE 12: JOINT ROLES AND RESPONSIBILITIES

- 12.1 The parties undertake jointly to contribute towards mutual support and full collaboration in all areas covered by this MoU and in all activities undertaken jointly or singly in pursuance of the objectives of this MoU.
- 12.2 The beneficiaries, Steering Committee, BTC and BIRUDO will assess the activities under this MoU through site visits and holding meetings with concerned parties.
- 12.3 The parties shall ensure that access of resources under this MoU does not facilitate the undermining of the environmental policies and laws of the Government of Uganda.
- 12.4 The parties shall monitor the performance and impact of the activities under this MoU to ensure effective measures that protect the ecosystem and community livelihood.

ARTICLE 13 PENALTIES AND SANCTIONS

For any illegal activities or breach of terms/regulations of this MoU thereof the beneficiaries, Steering Committee, BTC and BIRUDO shall decide the appropriate disciplinary action as here under:

- 13.1 Any beneficiary who commits an offence under this MoU that violates the Environmental policies and laws shall be handed over by the parties to be prosecuted in courts of law. Such offences include but not limited to: felling trees for timber, poles and charcoal, setting illegal fires.
- 13.2 The parties shall dissolve their Steering Committee in case of misconduct and failure of committee members to observe the conditions of this MoU. The parties shall then elect another Steering Committee by simple majority. At least 75% of members form the quorum for election of the Steering Committee.

ARTICLE 14: AMENDMENTS, INTERPRETATION, EXTENSION AND TERMINATION

- 14.1 This MoU shall become effective from date of its signing. It will remain in force for three (3) years, after which it will be reviewed by the parties and may be extended or modified in substance, for a further period that will be agreed upon by mutual agreement.
- 14.2 This MoU may be amended or terminated by either party by giving the other 1 (one) month written notice prior to the intended termination or by means of common written consent by the parties.
- 14.3 This MoU shall not restrict the other activities of the parties within Buliisa Town Council.

ARTICLE 15: DISPUTE RESOLUTION

Any dispute between the parties regarding the interpretation or implementation of this MoU shall be settled amicably by consultation or negotiation within the spirit of collaboration by the parties, failure of which the parties shall have an upper hand in determining the way forward for dispute resolution which shall not be different from Uganda Court of Law.

ARTICLE 16: INDEMNITY

No party hereto shall be held responsible/ liable for any loss of property, death, injury, and damage that may arise from the actions of the other party during the implementation of the activities under this MoU.

ARTICLE 17: NOTICES

Any notice, request or approval required or permitted to be given or made under this contract shall be in writing. Such notice, request or approval shall be deemed to be duly served or made when it shall have been delivered by hand or registered mail to the party to the addresses specified below:

ARTICLE 18: FORCE MAJEURE

No party shall be held responsible/liable for the inability to implement the obligations or terms in this MoU if such inability arises from civil strife, government restrictions, war, curfew, acts of God and other genuine natural unforeseeable circumstances.

ARTICLE 19: GOOD FAITH

The Parties undertake to act in good faith with respect to each other's rights under this MoU and to adopt all reasonable measures to ensure the realization of the objectives of this MoU.

IN WITNESS WHEREOF, the Parties hereto have caused this MoU to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF BTC

Name: Des Ndimo Signature: [Signature] Date: 22/05/2012
Town Clerk - Bulisa Town Council

IN THE PRESENCE AND WITNESS OF:

Name: BAZAIRE JOHN Signature: [Signature] Date: 22/05/2012
Chairperson LCH - Bulisa Town Council

FOR AND ON BEHALF OF BIRUDO

Name: PROLISE MP ORENCHU Signature: [Signature] Date: 22/05/2012
Executive Director - BIRUDO

IN PRESENCE AND WITNESS OF:

Name: MUSIMI STEPHEN Signature: [Signature] Date: 22/05/2012
Director Project and Development - BIRUDO

OTHER STAKEHOLDER WITNESSING THIS AGREEMENT

Name: M. ANDAMU M Signature: [Signature] Date: 22/05/2012
Chief Administrative Officer - Bulisa District Local Government