





CONSORTIUM AGREEMENT

The agreement is made between

THE MAASAI PASTORALIST DEVELOPMENT ORGANIZATION - LARETO

P.O. Box 13987,

Arusha - Tanzania

Email Address: mpdolareto2005@gmail.com

www.mpdolareto.or.tz

AND

KIWAMWAKU FOUNDATION

P.O. Box 272,

Mwanga - Kilimanjaro,

Tanzania

Mobile phone: +255 716 960 030.

Email Address: kiwamwaku_tz@yahoo.com

AND

HOPE FOR TANZANIA ORGANIZATION

P.O. Box 500,

Same – Kilimanjaro – Tanzania

Email: hopefortanzania@gmail.com

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Parties. This Memorandum of Understanding (hereinafter referred to as "MoU") is made and entered into by the parties.

MAASAI PASTORALIST DEVELOPMENT ORGANIZATION (MPDO - LARETO) whose address is 13987 Arusha – Tanzania (Partner 1)

And

KIWAMWAKU FOUNDATION whose address is 272 Mwanga - Kilimanjaro, Tanzania, (Partner 2)

And

HOPE FOR TANZANIA ORGANIZATION whose address is 500 Same - Kilimanjaro – Tanzania. (Partner 3)

1. INTRODUCTION ABOUT PARTIES AGREEMENT:

This agreement results from the five days' workshop on Evaluation of negative impacts and risks resulting from Climate Change conducted at Mwanga town of Kilimanjaro region with practical conversation with the community in Kituri of Kileo ward in Mwanga the district of Kilimanjaro. The three nongovernmental organizations have opted to form a consortium by which the coverage area shall expand, allow exchange of expertise and unnecessary duplication of efforts and resources shall be minimized.

1.1. MoU PURPOSE.

The purpose of this MoU is to establish the terms and conditions for collaboration to address contemporary issues that affect the lives of communities including farmers (marginalized in particular), by enhancing their capacity and promoting participation and involvement in decisions making processes focusing on agriculture and natural resource/ environment management, creation of opportunities and dissemination of information related to policy and service delivery.

1.2. MoU OBJECTIVE

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To express the willingness of Consortium members to engage in the agreed operational terms and work in the areas of commonness. Specific activities under this agreement have and shall continue to be identified through consultation between the members.

1.3. AREAS OF COLLABORATION

- Capacity Building for local farmers focusing on Climate Change adaptation and climate
 justice, crops production, access to information related to market, monitoring, documenting
 and reporting about available opportunities and jobs within agriculture sectors that include
 use of ICTs.
- ii. Supporting Sustainable agriculture emphasis on agro ecology, food security, food preservation, Forest gardening and nutrition training poverty reduction initiatives and economic prosperity at community level.
- iii. Supporting communities and farmers group on Human rights, land rights and Pastoralism livelihood system and Environmental conservation, reforestation through tree planting, Renewable Energies, Farmer Natural Regeneration (FMNR) in three Districts, namely; Mwanga and Same Districts in Kilimanjaro and Monduli District in Arusha regions.
- iv. Capacity building initiatives to community on Educational infrastructures, Gender equality, Reproductive Health Rights, Women social and Economic empowerment, entrepreneurship skills and income generation and Engagement of women in cultural tourism.

2. TERMS AND CONDITIONS OF MoU

This MoU will be effective from the last day and date signed and executed by the duly authorized representatives of the parties and the governing bodies of the parties' in respective regions. (Arusha & Kilimanjaro). The MoU shall remain in full force and effective for a period of five (5) years but will be renewable. This MoU may be terminated, as it may be activated by either party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

3. RESPONSIBILITIES OF THE PARTIES:

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Each party will appoint a person to serve as the official contact for this MoU and coordinate the activities of each organization in carrying out the project interventions. The initial appointees of each organization are:

1. MPDO - LARETO - Lebaraka N Laizer

Tel: +255 787 975 196

Email: mpdolareto2005@gmail.com

2. KIWAMWAKU - Ezekiel Dembere (ED)

Tel: +255 716 960 030

Email: kiwamwaku tz@yahoo.com

3. HOPE FOR TANZANIA ORGANIZATION – Elisa Mrutu (ED)

Tel: + 255 678 025 615

Email: hopefortanzania@gmail.com

4. PARTIES AGREE TO BE RESPONSIBLITIES.

4.1. ADMINISTRATIVE AND COORDINATION ARRANGEMENTS

To effectively and efficiently manage and administer trust hood under this MoU, partners have agreed to have the following administrative and coordination/technical arrangements:

- i. Program Steering Committee (PSC)
- ii. Lead Organization.
- iii. Consortium Partners.

4.2. DUTIES AND RESPONSIBILITIES OF PROGRAM STEERING COMMITTEE (PSC)

- i. Provide overall guidance and directions of the project implementation
- Review and endorse consolidated annual the capacity enhancement in planned programs and budget of the planned activities by lead organization

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- iii. Ensure fund allocation to lead organization for the capacity enhancement in planned activities based on agreed modalities /arrangements with implementing partner
- iv. Oversee the proper functioning of M&E of the capacity enhancement and technical related work.
- v. Resolve differences through cordial discussion that may arise among partners
- vi. To choose and assign a lead organisation

Note: The lead organization will be accountable to PSC of partners

4.3. DUTIES AND RESPONSIBILITIES OF THE LEAD ORGANIZATION: -

- The overall management and delivery of all project activities and reporting to consortium partners. This includes ensuring that appropriate planning, delivery and on-going monitoring is done in project area; maintaining accounts related to the project activities.
- ii. Ensure that the plans, strategies and decisions of the PSC are effectively communicated at all levels:
- iii. Receive, Manage, disburse and make follow ups of timely cash transfer & capacity enhancement and good governance programs to consortium partners
- iv. Provide continuous support to the implementing partner in planning and implementation of capacity enhancement and good governance programs.
- Conduct regular field visit to monitor the activities of capacity enhancement and good governance programs and give feed backs to PSC.
- vi. Organize and call meetings of consortium partners, Prepare, update and disseminate different project reports
- vii. Develop awareness/training material & program content for each capacity enhancement and good governance activity and Facilitate experience sharing within and outside the country.

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- viii. Staff, equip, support and supervise the capacity enhancement and good governance, Prepare agenda and call meetings for PSC
- ix. Make recommendations to the PSC on implementation arrangement and strategies based on analysis of M&E reports and other data.
- x. Open new Bank Account exclusively for Capacity Enhancement and good Governance Program of which each party must nominate one signatory.

4.4. DUTIES AND RESPONSIBILITIES OF CONSORTIUM PARTNERS:

Under this MoU, the Consortium Partner will be accountable to the Lead Organization while performing its duties and responsibilities as follows;

- Prepare and submit timely plans of funded work plan to the program steering committee before lead organization for approval
- ii. Manage and supervise the implementation of capacity enhancement and good governance activities within the geographical regions.
- iii. Prepare and submit monthly, quarterly and annual narrative and financial reports to lead organization.
- iv. Implement decisions and directions made by PSC.
- v. Regularly monitor the implementation of the program activities and report to the lead organization.
- vi. Design and manage review meetings and follow up the implementation of the undertakings
- vii. In collaboration with lead organization, consortium partner review the consolidated capacity enhancement and good governance semi-annual and annual reports and submit to lead organization
- viii. Conduct regular meeting and unscheduled / emergency meetings when necessary.

5. GENERAL PROVISIONS

5.1. AMENDMENTS:

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Either party may request changes to this MoU. Any changes, modifications, revisions or amendments to this MoU which are mutually agreed upon by and between the parties to this MoU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MoU.

5.2. APPLICABLE LAW:

The construction, interpretation and enforcement of this MoU shall be governed by the laws of the United Republic of Tanzania. The court of Tanzania shall have jurisdiction over any action arising out of this MoU and over the parties.

5.3. ENTIRETY OF AGREEMENT:

This MOU represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

5.4. SEVERABILITY.

Should any portion of this MoU be judicially determined to be illegal or unenforceable, the remainder of the MoU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

5.5. THIRD PARTY BENEFICIARY RIGHTS:

The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MoU shall not be taken so as to create such status. The rights, duties and obligations contained in this MoU shall operate only among the parties to this MoU, and shall ensure solely to the benefit of the parties to this MoU. The provisions of this MoU are intended only to assist the parties in determining and performing their obligations under this MoU. The parties to this MoU intend and expressly agree that only parties signatory to this MoU shall have legal or equitable right to seek to enforce this MoU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MoU, or to bring an action for the breach of this MoU.

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6. SIGNATURES.

This MoU shall serve as a framework of partnership for the period starting from March 2025 to February 2029 and can be revised, amended upon request of any signatory Party. This MoU may be ceased /revoked when only all signatory parties agree to do so.

In witness whereof, the parties to this MoU through their duly authorized representatives have executed this MoU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MoU as set forth herein.

On behalf of MPDO - LARETO Name. LEBARAICA N. LAIZEN Position. EXECUTIVE DIRECTOR Signature and Date. 21 03 20 20 151748015
On behalf of KIWAMWAKU FOUNDATION Name.

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On behalf of HOPE FOR TANZANIA ORGANIZATION
Name Rev. ELISA N. MRYTU
Position MANAGING DIRECTOR HOPE FOR TZ
Signature and Rov = 7 Date 2/03/2025

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