



MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

GOVERNMENT OF UGANDA (HEREIN REPRESENTED
BY OFFICE OF THE PRIME MINISTER –
DEPARTMENT OF REFUGEES)

AND

MEANINGFUL WELLBEING OF PEOPLE THROUGH
KNOWLEDGE TRANSFORMATION (MWOK)
HUMANITARIAN ORGANIZATION



PREAMBLE

Given that the Department of Refugee under the Office of the Prime Minister (OPM), is responsible on behalf of the Government of Uganda to receive, settle and provide protection to refugees and staff of humanitarian agencies providing services to the refugees, monitoring, and coordinating refugee programs and activities;

Given that MWOK HO is desirous to enter a partnership agreement with OPM to provide humanitarian assistance to refugees and other persons of concern, and is able to make funds available in the amount stated in this agreement as the initial funding support as stated in the project proposal for the purposes specified in this agreement;

Given that the participation of parties in the establishment of this project is in accordance with the principles of the humanitarian and non-political nature of the humanitarian services required and is in accordance with the laws of Uganda;

Given that the parties to the agreement have agreed to fully cooperate and act in consultation with each other and to avail each other of the others' advisory services during the establishment and implementation of this project which is to assist the beneficiaries in the manner and in accordance with the implementation procedures and responsibilities here in contained and described in this project document and budget attached as **annex 1 & 2** and referred to as ("the project");

Do here by agree as here under;

1. Parties to the MoU

This Memorandum of Understanding (MoU) is made and entered into on this 1st Day of April 2019 between The Government of Uganda, represented by the Office of the Prime Minister (hereinafter referred to as OPM) and Meaningful Wellbeing Of people through Knowledge transformation humanitarian organization (hereinafter referred to as MWOK HO) and hereinafter collectively referred to as "the Parties" and individually referred to as Party.

2. Background

The civil conflicts in the Democratic Republic of Congo, Rwanda, Somalia, South Sudan and other countries have greatly affected Uganda's operation. The rebellion by the forces loyal to Riek Machar against President Salvar Kiir started initially in December 2013 and this has resulted into more refugees crossing over the border into Uganda since December 2013. The situation in the Kivu Region of Eastern DRC and South Sudan remains unstable with none of the warring sides gaining an upper hand over the other. With this uncertainty, there is a lot of movement between Eastern DRC and South Sudan into Uganda for those who are looking for peace and security. According to information available from the refugees there are limited prospects of or chances of the refugees returning to either DRC or South Sudan very soon. Close to over a million refugees fleeing violence in South Sudan are hosted in North and West Nile districts of

Uganda as at end of 2018. The total number of refugees in Uganda is approximately 1,250,000 (refer to updated national statistics) and the numbers are growing on a daily basis.

3. Purpose and Scope of the MoU

MWOK HO seeks to partner with OPM in Refugee Settlements in Uganda. This MoU therefore aims to establish a framework for cooperation in providing integrated livelihood program for the youths and women; environmental protection and restoration mainstreamed with Climate Change adaption awareness, use of clean energy education and DRR interventions in Refugee Settlements in Uganda. The partnership arrangement aims to set up a mechanism for establishment of integrated livelihood interventions and implementation of activities as well as maintaining good coordination with OPM and other stakeholders operational in the area. The list of activities details and budget are hereto attached as **annex 1 & 2** to this MOU.

MWOK HO shall explore possibilities for additional interventions, such as implementation of other programs and activities and such interventions shall be closely coordinated with OPM and other stake holders where applicable.

MWOK HO shall procure all items necessary for establishment of an efficient mechanism for delivery of services to the beneficiaries in accordance with established procurement procedures, standards and policies set out in MWOK HO procurement manual and which are acceptable to the other party to this MOU. OPM shall be consulted whenever MWOK HO intends to undertake other activities other than those listed under attached annexes in any refugee settlement.

4. Terms of this Memorandum of Understanding

- i) This MoU constitutes an agreement between the Parties hereto. The MoU may be modified, altered, revised, extended or renewed by mutual written consent of the Parties. This MoU will expire on the 31st December 2023.
- ii) Progress made in implementing this MoU shall be reviewed twice a year to ensure that it is fulfilling its purpose and to make any necessary revisions where this is required.

All Parties undertake to organize:

- i) Joint planning, implementation, monitoring and evaluation of interventions;
- ii) Joint review meetings to assess the progress of interventions and develop actions to consolidate efforts in promoting human dignity of the beneficiaries;
- iii) Jointly organize main events (hereinafter referred to as Partnership reflection Forum;) especially targeting other agencies operating in the arrangement-;
- iv) Sharing of periodic reports as part of improving transparency and accountability.

5. Responsibilities and obligations of parties

5.1 OPM undertakes to do the following:

- a) Ensure security and safety for the Parties to this MoU at field level.
- b) Provide land for settling refugees in Uganda.
- c) Allow access to the beneficiaries (refugees and host communities) for provision of relief and other interventions agreed upon by the Parties.
- d) Convene and invite the Parties to the MoU to attend coordination meetings to address any matters incidental and or consequential to this MoU.
- e) Provide updated records of refugees for official use in provision of relief to the beneficiaries and accountability to the donors.
- f) Share with the Parties updated national laws, regulations and policies governing operations within the refugee setting.
- g) Ensure participation of responsible government agencies and other partners in monitoring and provision of technical supervision of interventions by Population Council in Uganda.
- h) Not to use or accept MWOK HO to use any interventions for purposes of or for advancing political agendas of any party or individual.
- i) Provide technical support to MWOK HO in planning, designing and implementing of specific projects/ programs as and when required under this MoU.
- j) Share updates on the refugee humanitarian situation with MWOK HO, including ongoing interventions and gaps.

5.2 MWOK HO undertakes to do the following:

- a) Provide material/ items and implement activities in accordance with the specified quantities, quality, and work plan as detailed in attached annexes herewith.
- b) Provide any additional interventions as shall be discussed and agreed with OPM as and when there are additional resources to allow for such interventions.
- c) Provide details of MWOK HO contact persons at both National Office and field level to OPM to facilitate appropriate information sharing, coordination and program report sharing on a regular basis as a way of strengthening partnership and collaboration.
- d) Ensure that all interventions in settlements in Uganda are consistent with the development and or humanitarian priorities of government of Uganda.
- e) Ensure that all interventions are implemented to the highest standards possible and are not in breach of any national polices, laws and standards.
- f) Participate in all relevant coordination and planning meetings organized by OPM and other partners provided that reasonable notice of such meetings is given.
- g) In carrying out interventions, avoid discrimination of any beneficiaries based on ethnicity, race, religion or political affiliation and to ensure transparency in selection of beneficiaries.
- h) Provide to OPM a clear exit strategy and ensure no abrupt closure of planned or ongoing interventions.

- i) Provide Quarterly, half year, annual and other reports to OPM on a timely basis as and when required.

6. Structures

The Parties agree that this MoU shall be overseen by a management team comprising the MWOK Country Director or his/her designate and OPM Permanent Secretary or his/her designate.

The Parties shall hold dialogue meetings whenever it shall be deemed necessary during implementation or review of this MoU.

7. Dispute Resolution

Parties to this MOU shall use their best endeavours to ensure that as far as possible, the objectives of this memorandum are achieved and as far as possible, all decisions are reached in consultation and through consensus. Where the Parties fail to agree; the provision of this memorandum on Dispute Resolution and Termination of MOU shall apply.

The Parties shall seek to resolve differences or conflicts through dialogue in the first instance. This failing, a third party agreed upon by the parties to be neutral and reliable, may be called upon to mediate in the matters of contention. In the event that the dispute is not resolved through mediation, the parties will resort to the courts of law for redress. The laws of the Republic of Uganda and any other laws applicable shall provide the legal framework for any legal redress under this Memorandum of Understanding.

8. Law Applicable

This Memorandum of Understanding shall be governed by and construed with reference to the laws of the Republic of Uganda. Other applicable International Legal Instruments in place for the duration of the agreement cycle may be applied in interpreting and or resolving matters relating to provisions of or implementation of this MoU.

9. Termination

- a) Each party to this MoU may terminate their participation in this MoU by providing to the other Parties reasonable written notice of intent to terminate within 30 working days. In case of termination by any of the parties, the remaining Party to this MoU may amend the MoU to allow for fulfilment of obligations by the remaining Party to the MoU.
- b) This MoU shall come to an end on 31st December 2023 but may be extended or renewed based on mutual agreement by the parties to the MoU.

10. Confidential Information

Any party may receive confidential information of the other party in connection with this MoU. Neither party shall disclose any confidential information of the other party to any person or third-party or use such confidential information for its own purposes without the owner's prior written consent. Notwithstanding this confidentiality requirement, nothing prevents the parties from fulfilling their obligations herein or complying with any governmental or judicial request relating to this MoU. Confidential information means any information (written, oral or observed) relating to: (a) donors and potential donors; (b) beneficiaries; (c) employees; (d) business and strategic plans; (e) finances; and (f) relationship with any governmental entity. Confidential information also includes information marked or otherwise designated confidential by its owner or which the other party knows or reasonably should know is not generally known to the public. Confidential information does not include information publicly known or readily available from public sources. Each party shall take steps necessary to assure that its employees, agents and subcontractors comply with these obligations.

11. Entire Agreement

This Memorandum of Understanding supersedes any and all other agreements, oral or written, between the Parties with respect to the subject matter hereof, and no agreement, statement, or promise relating to the subject matter of this MoU other than that which is contained herein shall be binding upon the Parties.

12. Liability Disclaimer

The Parties do not accept any joint liability for claims arising out of the activities performed under this MoU, or any claims for death, bodily injury, disability, damage to property or other hazards that may be suffered by a Party or Parties as a result of actions carried out in the legitimate pursuit of this MoU. Each of the Parties shall be responsible for administering all claims brought against them for executing obligations under this MoU. It is further understood that adequate medical and life insurance for personnel of the Parties, as well as insurance coverage for service-incurred, illnesses, disabilities or death, are the responsibility of the respective Parties.

All Parties shall not be liable to jointly indemnify any third party in respect of any claim, debt, damage or demand arising out of the implementation of the MoU and which may be made against any of the Parties.

13. Effective Date

This Memorandum of Understanding shall be effective from 1st April 2023 and shall remain in force until 31st December 2023, or on the date of termination (where termination of the MoU occurs in accordance with the termination provisions of this MoU), whichever comes first but may be renewed by mutual agreement of the Parties.

14. Name and full address of the Parties

Each party will appoint a representative to serve as an official contact and coordinate activities of each organization in relation to this MoU. The official addresses of the parties are;

Office of the Prime Minister Department of Refugees Post Office Building Yusuf Lule Road C/O P. O Box 341 KAMPALA	MWOK HO Plot Plot 1013, Ndagire Road, Opp. Sky Hotel Naalya, Kampala Office Line: +25641690067 E-mail: info@mwokho.org Website: www.mwokho.org
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15. Authorization

The signing of this MoU implies that the signatories will strive to achieve, to the best of their ability, the objectives, roles, responsibilities and obligations stated therein.

Therefore, **IN WITNESS WHEREOF**, the authorized representatives of all Parties have set their hands here below, on the date and year herein first mentioned.

Signed for and on behalf of MWOK HO

Name: Mawadri Michael

Title: Country Director

Signature & Stamp:

Date: 01/04/2019

Witnessed by

Name: Wambuzi Fred

Title: Head of Programs

Signature & Date:

01/04/2019

Signed for and on behalf of Office of the Prime Minister – Department for Refugees

Name: Denhya Gerald

Title: Commissioner Refugees

Signature & Stamp:

Date: April 4, 2019

Witnessed by

Name: BAFAKI CHARLES

Title: Princ. SST. OFFICER

Signature & Date: Bafaki 4/4/19

Annex 1: PROJECT PLAN FOR ILAHER

Project name: Integrated livelihoods, Adolescent health and Environmental restoration targeting refugees and hosts in Nakivale in Isingiro districts in South West of Uganda.

Overall Goal:

Improved wellbeing through enhanced skills and expanded income opportunities for the youth and women, and promote healthy behaviours among adolescents and protect local environment through restoration for sustainable use.

Project objectives:

- To unlock potential among youths and expand income opportunities through talent and skills development;
- To expand women managed micro-finance through strengthening saving and loan associations (SLA) groups and its management;
- To increase awareness and provide psycho-social support to the young people/adolescents out of schools regarding the dangers of early marriages, STI/HIV/AIDS, alcohol and drug abuse for better health and productivity; and
- To carry out mass agro-forestry through mixed growing of woodlot and fruit trees, vegetables and legumes targeting households, community land and schools.

Outcome 1: Livelihood and income opportunities for the youths expanded through talent and skills development.

Outcome 2: Women managed saving and loan associations (SLA) groups expanded and strengthened including people with disabilities/or those with special needs.

Outcome 3: Increased awareness and psychosocial support for the young people and adolescent on unhealthy and risky behaviours including alcohol and drug abuse, and HIV prevention.

Outcome 4: Increased agro-forestry activities through mixed growing of woodlot and fruit trees, vegetables and legumes at all levels.

Annex 2: Project activities and Budget

Outcome 1: Livelihood and income opportunities for the youths expanded through talent and skills development.				
Key outputs and Targets:				
<ul style="list-style-type: none"> • 1 baseline and VCA conducted • 10 youth livelihood groups established and supported in Nakivale refugee settlement and host district (Target >90%) • 1 TOT organized and facilitated on skills development, entrepreneurship and financial discipline/literacy, savings and overall business management (Target is 100%) • 10 group-based trainings conducted (Target is 100%) • 100 youths trained in life long skills and entrepreneurship (Target >90%) • 10 Business plans developed and supported • At least 75% individual youths have increased income • 1 KAP survey conducted to assess beneficiary satisfaction and practices 				
Planned activities (Act 1.0)				
	Quantity	Frequency	Unit Cost (UGX)	Amount (UGX)
Act 1.1. Carry out youth engagement and mobilization to appraise and prioritize livelihood projects	10	1	100,000	1,000,000
Act 1.2. Carry out baseline assessment and value chain analysis (VCA) to identify benchmarks and economic viable business ventures for the youth groups	1	1	750,000	750,000
Act 1.3. Formation of youth groups and management committees	10	1	500,000	5,000,000
Act 1.4. Conduct master Training of Trainers (TOT) for the youth representatives	30	3	50,000	4,500,000
Act 1.5. Conduct group-based skills training and business management	100	1	50,000	5,000,000
Act 1.6. Support establishment of prioritized ventures and saving loan schemes for each group	10	1	500,000	5,000,000
Act 1.7. Conduct Monitoring, supportive supervision and continuous mentorship to the groups	1	12	100,000	1,200,000
Act 1.8. Conduct monthly and quarterly reviews and feedback sessions with the groups and communities	1	4	1,000,000	4,000,000
Act 1.9. Conduct stakeholder workshop to share mid-term achievements and challenges, and way forwards	1	1	5000,000	5,000,000
Act 1.10. Conduct joint end line assessment to evaluate the project				
Sub -Total for Act 1.0.				31,450,000

Outcome 2: Women managed saving and loan associations (SLA) groups expanded and strengthened including people with disabilities/or those with special needs.

Key outputs and Targets:

- 1 pre-project assessment conducted among the existing VSLA groups
- 15 including the existing women SLA groups strengthened supported in Nakivale refugee settlement and host district
- 15 group-based trainings conducted (Target is 100%)
- 150 group members received refresher on entrepreneurship and business management (Target >90%)
- 15 Business plans for the women SLA groups developed and supported
- At least 75% women have increased income
- At least 90% of the beneficiaries are satisfied with the project.

Planned activities (Act 2.0)	Quantity	Frequency	Unit Cost (UGX)	Amount (UGX)
Act 2.1. Carry out engagement and mobilization of women/groups	15	1	100,000	1,500,000
Act 2.2. Carry out baseline assessment and value chain analysis (VCA) to identify benchmarks and economic viable business ventures for the women groups	1	1	750,000	750,000
Act 2.3. Formation of women SLA groups and establish management committees	15	4	500,000	15,000,000
Act 2.4. Conduct group-based skills training and business management	150	2	50,000	1,500,000
Act 2.5. Support establishment of prioritized ventures and saving loan schemes for each group	15	1	500,000	7,500,000
Act 2.6. Conduct Monitoring, supportive supervision and continuous mentorship to the groups	1	12	200,000	2,400,000
Act 2.7. Conduct monthly and quarterly reviews and feedback sessions with the groups and communities	1	4	1,000,000	4,000,000
Act 2.8. Conduct stakeholder workshop to share mid-term achievements and challenges, and way forwards	1	1	5,000,000	5,000,000
Act 2.9. Conduct joint end line assessment to evaluate the project	1	1	2,500,000	2,500,000
Sub -Total for Act 2.0.				40,150,000
Outcome 3: Increased awareness and psychosocial support for the young people and adolescent on unhealthy and risky behaviours including alcohol and drug abuse, and HIV prevention.				

Key outputs and Targets:

- 1 baseline conducted

- 5 youth friendly service points identified
- 2 Training conducted for service providers (1 for Health workers and 1 for community based structures e.g. VHT/CHEWS)
- 60 service providers received training on ASRH services (20 health workers, and 40 VHTs/CHEWS)
- 500 IEC materials printed and distributed
- 250 assorted visibility items comprising t-shirts, caps, banners and sticker printed and distributed at service points
- At least 70% youths and adolescents have increased knowledge and practices to protect their health from risky behaviours
- 1 KAP survey conducted to assess beneficiary satisfaction and practices

Planned activities (Act 3.0.)		Quantity	Frequency	Unit Cost (UGX)	Amount (UGX)
Act 3.1. Community mobilization and baseline assessment		1	1	1,000,000	1,000,000
Act 3.2. Stakeholder engagement at the district/health-sub district in refugee hosting areas		1	1	750,000	750,000
Act 3.3. Identification of the community-based youth friendly service points for ASRH		5	1	200,000	1,000,000
Act 3.4. Establishment of the functional structure for management of the service points for ASRH		5	1	500,000	2,500,000
Act 3.5. Training of service providers including community networks and associations		60	2	1,500,000	3,000,000
Act 3.6. Distribution of condoms and basic contraceptives		1	12	100,000	18,000,000
Act 3.7. Adapt and print and distribute IEC materials for health education for the young people and adolescents		500	1	5,000	2,500,000
Act 3.8. Continuous awareness campaigns through spot galas and radio talk shows to create demand and increase uptake of ASRH services.		15	4	350,000	21,000,000
Act 3.9. Procure visibility and promotional items e.g. T-shirts, caps, banners, stickers etc.		250	1	20,000	5,000,000
Act 3.10. Conduct monthly field support mentorship and supervision		1	12	200,000	2,400,000
Act 3.11. Conduct joint end line assessment to evaluate the project		1	1	2,500,000	2,500,000
Sub -Total for Act 3.0.					59,650,000
Outcome 4: Increased agro-forestry activities through mixed growing of woodlot and fruit trees, vegetables and legumes at all levels.					
Key outputs and Targets:					
<ul style="list-style-type: none"> • 2 community land of 1 acre identified (i.e. 1 within the settlement area and 1 host community) • 20 model households and groups identified • 60 community extension workers trained • 3 nursery beds for fruit and woodlot trees and vegetables established. • 15,000 assorted woodlot and fruit tree seedlings raised and vegetable seeds distributed to targeted households in the settlement and 					