



## KIGEZI ORPHANS PROJECT - AMAZIMA ASSOCIATION

### MEMORANDUM OF UNDERSTANDING

dated March 1, 2024





**KIGEZI ORPHANS PROJECT - AMAZIMA ASSOCIATION**

**THE REPUBLIC OF UGANDA**  
**IN THE MATTER OF CONTRACTS ACT, 2010**  
**MEMORANDUM OF UNDERSTANDING**

This **Memorandum of Understanding (MOU)** is made this 1st day of March, 2024.

**between**

**KIGEZI ORPHANS PROJECT** which is registered in Uganda and located in Kigezi herein after called the "**First Party**" which expression shall where the context admits include their Successors in title, Representative and Assignees of the one side;

**and**

**AMAZIMA ASSOCIATION** which is registered in **Switzerland** and located at the director's respective place of residence (in Switzerland), herein called the "**Second Party**" which expression shall where the context admits include their Successors in title, Representatives and Assignees on the other hand;

**and**

Where applicable they shall be collectively referred to as the "**Parties**"

**whereas**

- a. The first party is a charitable organization registered in Uganda operating in Kigezi region.
- b. The first party offers charitable assistance and educational opportunities to impoverished communities focusing on offering educational opportunities to orphaned children.
- c. The first part develops and initiatives facilities, institutions and projects that empower the impoverished communities to overcome obstacles hindering their growth especially those which have been caused by HIV/AIDS.
- d. It further provides support in terms of bursaries, skills, knowledge, empowerment and sustainability projects to help improve the livelihood of these communities.
- e. The Kigezi Orphans Project provides transformation through education by ensuring proper schooling for the children to transform their lives, fostering not only individual development but also contributing to the formation of a happy and prosperous community for a brighter future and the betterment of the country at large.





## KIGEZI ORPHANS PROJECT - AMAZIMA ASSOCIATION

- f. The Kigezi Orphans Project further mobilizes resources from voluntary agencies, people and communities, borrows funds, receives donations and grants to enable them achieve the goal of transforming the communities.
- g. The Kigezi Orphans Project has the following main objectives
- i. Educational empowerment
  - ii. Health and well-being
  - iii. Shelter and infrastructure
  - iv. Training programs and workshops
  - v. Sustainability
  - vi. Partnerships and networking
  - vii. Project monitoring and evaluation
- and follows the project activities below
- i. Quality education delivery
  - ii. Infrastructure development
  - iii. Scholarship programs
  - iv. Extracurricular activities
- h. Both parties want to partner together in resource mobilization to help achieve the goals of the Kigezi Orphans Project.
- i. The second party shall solicit support for the Kigezi Orphans Project in Switzerland and other countries.

**NOW THIS MOU WITNESSETH** and it is **HEREBY** agreed as follows:

### 1. OBJECTIVES

#### 1.1 PROJECT OBJECTIVES

- a. The parties are desirous of partnering together to support the objectives of the Kigezi Orphans Project.
- b. The second party is desirous of leading the initiative to mobilize resources from individuals and organizations in Switzerland and other countries to support the activities and projects of the first party to help in advancing its reach to the vulnerable communities in the Kigezi region in Uganda and to do all such other things as may appear to be incidental or conducive to the attainment of the above objectives or any of them.
- c. That all resources mobilized shall be given to the Kigezi Orphans Project to advance its project in helping HIV/AIDS stricken areas of Kigezi region.
- d. All resources mobilized shall be banked on the project account and not individual accounts unless it's agreed to by the board members.
- e. All operations and activities executed by the parties shall conform to the jointly established project objectives.





## KIGEZI ORPHANS PROJECT - AMAZIMA ASSOCIATION

### 2. OBLIGATIONS OF THE PARTIES

#### 2.1 Financial Integrity

Amazima Association commits that funds designated for Kigezi Orphans Project shall not be redirected without unanimous agreement among board members. Activities inconsistent with Ugandan laws are strictly prohibited within Kigezi Orphans Project operations.

#### 2.2 Financial Transactions

Amazima Association shall transfer project funds from the Swiss account to the Kigezi Orphans Project Bank account in Uganda as and when they are collected to ensure traceability and facilitating yearly audits.

#### a) Business for Sustainability:

Amazima Association Board in collaboration with the Kigezi Orphans Project Board, will explore additional business ventures to secure the long-term sustainability of Kigezi Community School and to ensure that they objectives of the Kigezi Orphans Project are realized.

#### b) Allocation of Funds:

Funds collected by Amazima Association shall exclusively support Kigezi Orphans Project, barring mutual agreement for alternative charitable endeavors whatsoever.

#### c) Supervisory Role and Accountability:

- i. Both Amazima Association and Kigezi Orphans Project Boards shall actively supervise all project activities, demanding accountability as required.
- ii. Both parties have agreed that they will second at least two, at most four members from their board to sit on the board of the other.
- iii. The Kigezi Orphans Project have seconded Mr Ankwasa Warren Rutanga, Dr William Mbabazi, Mubagizi Julius Katemba and Katushabe Egidius to be members of the Board of Amazima Association.
- iv. Amazima Association has seconded Micha Bärtschi and Jürg König to be members of the Board of the Kigezi Orphans Project.
- v. The board members concerned can be replaced by other people at any time by the sending organization if necessary.
- vi. These board members shall play a supervisory and accountability role only to the extent of this project and they are not forming part of the day to day running of the respective organization.
- vii. Those responsible for the Kigezi Orphans Project who are seconded to the board of the Amazima association receive regular insight into the association's accounting and annual financial statements, while the Kigezi Orphans Project undertakes to regularly report on the use of the funds received from Amazima.





## KIGEZI ORPHANS PROJECT - AMAZIMA ASSOCIATION

### d) Annual General Meetings (AGM):

The board members of both organizations hold regular meetings (at least once a year) on agreed dates via jointly defined communication channels to discuss important topics.

### e) Donor Accountability:

Transparent accountability to donors will be upheld through regular videos, photos and written updates, fostering transparency and trustworthiness.

### f) Values and Conduct:

Throughout the MOU duration, adherence to principles of transparency, honesty, and trustworthiness is strongly emphasized.

## 3. PARTIES

At the time of conclusion of the Memorandum of Understanding, the Board of Directors and the Presidium of the parties are as follows:

KIGEZI ORPHANS PROJECT directors in Uganda are;

- a) Mubagizi Julius Katemba
- b) Katushabe Egidius

AMAZIMA ASSOCIATION directors in Switzerland are;

- a) Micha Bärtschi
- b) Jürg König

The persons listed here may subsequently change at the discretion of the relevant party.

## 4. OTHER TERMS

- a. Both parties have boards governing the project in their respective countries.
- b. Both parties have agreed that they will second members from their board to sit on the board of the other.
- c. Both parties have agreed that they will be part and parcel of the programs that are put in place to mobilize resources to help in the achievement of the goals of this Memorandum of Understanding.
- d. By this agreement, Amazima Association is barred from conducting any other activities on the African continent without the prior knowledge and agreement of Kigezi Orphans Project.
- e. Any undertaking not in conformity with the legal framework of Uganda and that of Switzerland shall not be integrated into the project activities outlined herein.





## KIGEZI ORPHANS PROJECT - AMAZIMA ASSOCIATION

### 5. DISPUTE RESOLUTION

Both parties have agreed that disputes arising under or related to this MOU will be resolved only by mutual understanding between the parties.

### 6. APPLICABLE LAW

- a. This Memorandum of Understanding mandates due consideration to be accorded to both the laws of Uganda and Switzerland.
- b. In case there is standstill on the applicable law, the law of the country in which the agreement has been signed shall take precedence.

### 7. CONFIDENTIALITY

All information shared or information that is known or acquired by any of the parties or their staff as a result of the cooperation shall remain confidential. A party that breaches this clause shall be liable for any damage caused.

### 8. CESSATION OF MEMORANDUM

- a. This MOU may be terminated by either party giving a six (6) month's written notice to the other party. The party seeking to terminate the MOU shall inform the other party of the reasons thereof.
- b. If the Memorandum of Understanding is discontinued
  - i. the parties remove references to the respective other party from their public appearance and documents,
  - ii. the parties are obliged to inform third parties about the termination of the cooperation,
  - iii. the parties shall continue to accept and utilize the donations in accordance with the provisions of this MOU for the duration of the six (6) months' notice period after which the parties are prohibited from accepting further donations as part of the collaboration. They undertake to return them to the donors or, where this is not possible, to give them to another charitable organization.

### 9. MISCELLANEOUS PROVISIONS

- a. This MOU shall be binding on both parties.
- b. If any provision of this MOU shall be found to be unenforceable, it shall not affect the enforceability of any other terms and/or provision of this agreement.
- c. The governing laws shall take precedence over any contradictory provisions of this MOU.





MOU

KIGEZI ORPHANS PROJECT - AMAZIMA ASSOCIATION

IN WITNESS WHEREOF the parties hereto have set forth their respective hands and seals on the day first herein above written.

The First Party:

Signed and sealed by

KIGEZI ORPHANS PROJECT

[Signature of Mubagizi Julius Katemba]

Mubagizi Julius Katemba, Director KOP

[Signature of Katushabe Egidius]

Katushabe Egidius, Director KOP

The Second Party:

Signed and sealed by

ASSOCIATION AMAZIMA

[Signature of Micha Bärtschi]

Micha Bärtschi, Director Amazima Association

[Signature of Jürg König]

Jürg König, Director Amazima Association

In the presence of:

[Signature of Witness 1]

1. Witness

[Signature of Witness 2]

2. Witness

[Signature of Witness 3]

3. Witness

[Signature of Witness 4]

4. Witness

WITNESSES

- 1. ANKAWA HAREN RUTANGA
- 2. Mbabazi William Baguma
- 3. MEMBABAZI PROESSY
- 4. UMWEBAZI AGNES

All in the presence of:

Mukasa Paul P.O. Box 74519, Kampala Advocate

Mukasa Paul, Advocate

[Signature of Mukasa Paul]

Drawn by:

M/s Muwada & Co. Advocates Plot 683, Willis Road, Namirembe, P.O. Box 74519, Kampala.