

# Memorandum of Understanding

The Mityana Charity.

And

Partners For Community Transformation (PaCT)

March, 2020 (Start) to March, 2025 (End)



# MEMORANDUM OF UNDERSTANDING

This memorandum is made on this day of.....6<sup>th</sup>..... Month.....March..... Year.....2020..... between Mityana Charity (UK) a registered Charity in UK and Partners for Community Transformation (PaCT), a Ugandan locally registered organization.

This Memorandum of Understanding defines the general relationship between The Mityana Charity Reg No 1064825, and Partners for Community Transformation (PaCT), Reg No. INDR10622220NB.

## 1. PRIMARY PARTIES

### Partners for Community Transformation (PaCT)

Kitinkokola, Ttamu Division

PO Box 289, Mityana

Uganda

+256 784 329 785

Contact: Geoffrey Kinaalwa Ssemakula

Email: kinaalwajeff@pactug.org

### The Mityana Charity

6 Tangley Drive

Wokingham

RG41 2NY, England

+44 7941 865 757

Contact: Jean Ajin

Email: jean.ajin@gmail.com

## 2. SCOPE OF PARTNERSHIP AND CONTEXT

- 2.1. This Memorandum of Understanding (MoU) is entered into by Partners for Community Transformation (hereafter PaCT) and the Mityana Charity (hereafter the UK Charity). It provides a basic understanding for the relationship between the two parties.
- 2.2. The UK Charity achieves its mission through partnership with PaCT whose mission, values, and goals align with those of the UK Charity. This alignment enables the partnerships to be mutually beneficial to meet the goals of both organizations while addressing community programmes in Uganda with a focus on Education & Livelihood, WASH (Water, Sanitation and Hygiene) Facilities and Human Rights.
- 2.3. PaCT is established in Uganda as an NGO and acts as the implementer on behalf of the UK Charity. There is no specific amount of money allocated to this MOU but funds raised by the UK Charity will be used by PaCT based on a clear understanding between the parties.
- 2.4. The UK Charity raises funds for specific projects and support the capacity building of PaCT staff as it is able. In addition to running the projects funded via the UK Charity, PaCT is also engaged in running projects using funds from Uganda and beyond.
- 2.5. The UK Charity, is governed by a Board of Trustees, raises funds from a number of sources to finance various community activities implemented by PaCT.
- 2.6. PaCT is governed by a Board of Directors with the Executive Director as the administrative head and main link between PaCT and UK Charity.

### 3. DEFINITION OF RESPONSIBILITIES

#### 3.1. Mityana Charity (UK)

- (a) The UK Charity will raise funds in the UK to support PaCT's mission and core objectives and will monitor the use of those funds in Uganda with the cooperation of the PaCT Executive Director.
- (b) The UK Charity will fund some of PaCT's non-project costs based on an annual budget agreed with PaCT.
- (c) The UK Charity will take into account, in its deliberations about the allocation of funds, the recommendations and assessments made by PaCT.
- (d) The UK Charity will give the final approval for any project funded directly by donations from the UK.
- (e) The UK Charity will provide PaCT with information about (a) the monthly transfer of funds immediately after the transfer has taken place and (b) the minutes of committee meetings and the UK Charity's Annual Report as soon as they have been approved.
- (f) The UK Charity will only be liable for actions taken within the UK.
- (g) The UK Charity will designate members of its committee as project leaders and inform PaCT of any changes in personnel or responsibilities.
- (h) The UK Charity will ensure that its activities are carried out in accordance with its policies and procedures, UK Charity Commission regulations and UK law.
- (i) The UK Charity will only communicate with PaCT's beneficiaries through PaCT's project leaders unless alternative arrangements have been agreed upon by the two parties.
- (j) The UK Charity will ensure that a robust safeguarding system is in place for both the UK Charity and PaCT.
- (k) The UK Charity will appoint a member of its committee to conduct regular meetings with the PaCT Executive Director.

#### 3.2. Partners for Community Transformation

- (a) PaCT will ensure that the funds provided by the UK Charity are used for their intended purpose and that all financial transactions are fully and promptly recorded.
- (b) PaCT will monitor non-project expenditure and inform the UK Charity if any significant variations from the agreed budget are likely to occur.
- (c) PaCT will not enter into any commitments for any activities that require additional funding from the UK Charity without first obtaining the agreement of the UK Charity.
- (d) PaCT will be free to enter into other funding agreements with any other donor/funding agency supporting projects that are in line with PaCT's mission and core objectives and that the funding partners will determine the use of such funding.
- (e) PaCT will be fully responsible for decision relating to the disposition of funds raised by the Ugandan team but will keep the UK Charity informed of its fund-raising activities and the use of those funds.
- (f) PaCT will provide the UK Charity with (a) a monthly report about projects and other activities and monthly financial reports (including those specifically for the sponsorship programme) by the end of the month following the reporting period (unless there are extenuating circumstances), and (b) the annual audit report, PaCT Annual Report, and the minutes of Board meetings as soon as they have been approved.
- (g) PaCT will designate members of its staff as project leaders and inform the UK Charity of any changes in personnel or responsibilities, including those who are not project leaders.
- (h) PaCT will only be liable for actions taken within Uganda.
- (i) PaCT will ensure that its activities are carried out in accordance with its policies and procedures, NGO requirements and Ugandan laws.

- (j) PaCT will only communicate with UK donors through the UK Charity's project leaders unless alternative arrangements have been agreed.
- (k) PaCT will ensure that a robust safeguarding system is implemented for beneficiaries of funds provided by the UK Charity.
- (l) PaCT will appoint the Executive Director and members of the Board of Directors in consultation with the UK Charity.

**4 AGREEMENT**

By this document the Mityana Charity (UK) and Partners for Community Transformation agree to the definition of roles and responsibilities as given above.

This MoU is for the period up to 31 December 2025, with provision for renewal and alteration, as need may arise. However, either of the parties that wants to make revisions to the MoU should give at least six months' notice about the intentions of making such revisions and both parties must agree before the changes are made.

IN WITNESS WHEREOF the undersigned being the Parties hereby appends their signatures on this ..... <sup>6th</sup> day of <sup>March</sup> ..... 2020.



**On Behalf of Partners for Community Transformation (PaCT)**

Signed by the said  
Kinaalwa Geoffrey Ssemakula  
Executive Director

] Signature & Date .....  6/3/2020

Signed by the said  
Paul F. Mugambe  
Board Chairperson

] Signature & Date .....  6/3/2020

**On Behalf of The Mityana Charity**

Signed by the said  
Jean Ajin  
Chairperson UK Charity

] Signature & Date .....  6/3/2020

Signed by the said  
Bob Riddaway  
Treasurer UK Charity

] Signature & Date .....  6/3/2020

