

Annex 6:

MoU between project and NGOs

To Support civil society structure on CBNRM practices, one NGO (AGDBI) signed an agreement with WWF in order to carry out activities set out in the project proposal such as sensitization and data collection for the campaign to support participatory cartography necessary to identify and define different zone use in Itombwe Community forest for the period starting 1st June 2007 to 30th September 2007. The funds have been provided and activities were done according to WWF network terms and conditions.

[GRANT AGREEMENT.DOC - AGREEMENT TO PROVIDE FUNDS AS A GRANT]

[PROJECT NUMBER : CD0005.01]

[Sensitisation and data collection Campaign for supporting participatory cartography necessary to identify and define different zone use in Itombwe community Forest]

Dear M Gaspard MUCHWABULE ,

We are pleased to inform you that WWF-World Wide Fund For Nature (formerly World Wildlife Fund) ("WWF International") has approved grant funding of USD4,500 to AGDBI (Association pour la Gestion de la Biodiversité à Itombwe) to Sensitisation and data collection Campaign for supporting participatory cartography necessary to identify and define different zone use in Itombwe community Forest for the period from 1st June to 30th September 2007

The funds have been provided to WWF International by CARPE/ USAID.

The term and conditions attached to these funds are as follows:

1. THE ACTIVITY AND BUDGET

AGDBI agree to carry out the activities set out in the Terms of Reference in Attachment 1 (Sensitisation and data collection Campaign for supporting participatory cartography necessary to identify and define different zone use in Itombwe community Forest) in accordance with the Project Budget set out in Attachment 2. Both attachments form part of this Agreement.

2. RELATIONSHIP OF PARTIES

- 2.1. For the purpose of this Agreement, AGDBI is deemed to be an independent contractor and nothing in this Agreement creates an employee-employer relationship, partnership, joint venture, or agency contract of any kind with WWF International.
- 2.2. Nothing in this Agreement grants authority to either party to create obligations, express or implied, on behalf of the other.
- 2.3. AGDBI does not, and may not, assume to represent WWF, unless authorized to do so by WWF in writing.

3. COPYRIGHT

For the purposes of this clause, the term "Works" refers to all works of authorship and inventions created by AGDBI pursuant to this Agreement, including, but not limited to, films, photographs, graphic works, maps, video recording, books, articles, writings, and audio recordings, (and all materials embodying such works of authorship and inventions) whether produced during or after the term of this Agreement. AGDBI shall own

all rights, title, and interest in the Works and WWF International shall have a perpetual, non-exclusive license to use the Works, including their modification and/or reproduction, in whole or in part.

4. TAXES

AGDBI shall be liable for all taxes arising out of payments made to AGDBI pursuant to this Agreement, with the exception of Swiss VAT which shall be payable by WWF International where applicable.

5. LIABILITY

- 5.1. AGDBI shall take out insurance against any loss or damage which may be sustained by AGDBI, project personnel, or project property in the course of carrying out the Activity.
- 5.2. WWF International shall not, in any circumstances or for any reason, be held liable for loss or damage sustained or caused by AGDBI, project personnel, or third parties employed in the course of carrying out the Activity.

6. USE OF FUNDS

The funds provided by WWF will only be used in a manner which is, or for activities which are, consistent with existing local legislation in the country(s) where the Activity is undertaken.

7. ACKNOWLEDGEMENT OF CONTRIBUTION

AGDBI will acknowledge the contribution and financial support of WWF in any reports/publications or public awareness activities AGDBI undertakes, concerning the Activity.

8. REPORT

AGDBI agrees to provide a Final Report and a copy of data collection Tools on 30th September 2007.

9. PAYMENT

WWF International agrees to pay AGDBI these funds on receipt of a signed and initialled copy of this Agreement.

WWF International will transmit the funds to his field project account which will pay in cash to AGDBI

10. CONTROLLING LAW

This Agreement shall be governed and construed in accordance with Swiss law. All disputes which cannot be settled amicably shall be decided by the Courts of the Canton of Geneva with the right of appeal to the Federal Court where applicable.

11. EXECUTION AND ATTACHMENTS

To acknowledge acceptance of the term and conditions of this Agreement, including the terms and conditions of all attachments hereto, please initial each page and sign both originals of this letter in the space indicated below and return one original to the Finance Manager, WWF EARPO Lenana Road 5th floor Nairobi, Kenya.

This Agreement may be withdrawn if your acceptance has not been received by WWF International within 30 days from the date of this Agreement. Furthermore, the modification of this Agreement, manually or otherwise, shall not be considered valid until countersigned by WWF International.



WWF for a living planet®

AGDBI
Reference: FY07/ARMP/EP/P03
Date: 29 MAY, 2007




12. EXECUTION AND ATTACHMENTS

To acknowledge acceptance of the terms and conditions of this Agreement, including the terms and conditions of all attachments hereto, please initial each page and sign both originals of this Agreement in the space indicated below and return one original to Mrs. Pamela Ombati-Mokaya, Director, Human Resources and Administration, WWF – EARPO, P.O Box 62440 – 00200, Nairobi, Kenya


This Agreement may be withdrawn if your acceptance has not been received by WWF – EARPO within 30 days from the date of this Agreement. Furthermore, the modification of this Agreement, manually or otherwise, shall not be considered valid until countersigned by WWF – EARPO.

Yours sincerely,



Dr. Kwame Koranteng, Regional Representative

Date: 14/6/2007



Mr. David Muthusi, Director of Finance

Date: 18/6/07

I, Gaspard Muchwabule for and on behalf of Association Pour La Gestion et Developement de la Biodiversite D'Itombwe, agree to the above terms and conditions.

Signature: 

Mr. A. Gaspard Muchwabule

Date: 20/06/2007

Attachments:

- Attachment 1: Project Proposal
- Attachment 2: Project Workplan
- Attachment 3: Project Budget
- Attachment 4: WWF Network Terms and Conditions
- Attachment 5: Technical Progress Reports Format
- Attachment 6: R3 Financial Reporting Format