

## **CO-OPERATION AGREEMENT BETWEEN CHILREN FIRST UGANDA AND CALM AFRICA**

### **PARTIES:**

- (1) Children First Uganda (CFU) – a UK based charity (number 1130527) and Company limited by guarantee (Company No. 06775383) whose registered office is at 102 High Street, Godalming, Surrey GU7 1DS

**and**

- (2) Children’s Rights Advocacy and Lobby Mission, Africa (CALM Africa) a Uganda based charity and NGO based at Block 121, Plot 288, Nangabo Subcounty, P.O. Box 12360 Kampala, Uganda

### **RECITALS**

- A. The Parties wish to enter into this Co-operation Agreement to agree and record the main responsibilities of each party in relation to Projects and for assisting the Beneficiaries
- B. This Agreement is intended to complement and be consistent with the constitutions of each party and other agreements that they may enter into.
- C. The Parties recognise that the purpose of this Agreement is to foster a joint working approach that achieves maximum benefit and value.

### **1. DEFINITIONS AND INTERPRETATIONS**

- 1.1 In this Agreement the following terms shall, except so far as the context otherwise requires, have the following meanings:

‘CFU’ - Children First Uganda

‘CALM Africa’ - Children’s Rights Advocacy and Lobby Mission, Africa

‘Beneficiaries’ – the persons in Uganda who will be assisted by any Project

‘the School’ - The Jolly Mercy Learning Centre in Nangabo subcounty, Wakiso, Uganda

‘the Projects’ - the educational, vocational, outreach, community and other projects undertaken or to be undertaken in Uganda as agreed between the Parties from time to time

‘the Steering Groups’ - a group of representatives from all Stakeholders that will draw up the Action Plans and manage the various projects

'Stakeholders' – persons who will be involved in a Project at any stage including but not limited to the Parties, users, trainees and Beneficiaries

'SMART' – specific, measurable, achievable, realistic and time limited

1.2 In this Agreement:-

1.2.1 the Clause headings are inserted for convenience only and shall not affect the construction of this Agreement;

1.2.2 words denoting the singular shall include the plural and vice versa;

1.2.3 words denoting one gender shall include each gender and all genders;

1.2.4 references to persons shall be deemed to include references to natural persons to firms to partnerships to bodies corporate to associations and to trusts (in each case whether or not having separate legal personality).

## **JOINT RESPONSIBILITIES**

2. The Parties agree that:

2.1 each Project will be assigned a Steering Group

2.2 they shall communicate to each other what decisions have been or will be taken that fundamentally influence the delivery, operation and management of the Projects

2.3 they shall consult the Beneficiaries on ways of meeting their needs and the Project objectives;

2.4 they shall encourage the Beneficiaries to take an active part in the delivery of the Project objectives;

2.5 they shall work with other voluntary/community organisations and public agencies to improve the quality and range of opportunities to the Beneficiaries offered to support the Project objectives.

2.6 they shall seek opportunities to secure funding

2.7 they will agree the terms of any funding bids before they are submitted

2.8 they shall abide by the decisions of the Steering Groups

2.9 they shall agree any material variations from the terms of the various agreements before they are implemented

## **RESPONSIBILITIES**

- 3.1 **CFU**, in accordance with the principles of its constitution, policies and procedures, will work towards:
  - 3.1.1 Promoting and supporting the work of **CALM Africa**
  - 3.1.2 Providing advice to improve the management and practice of **CALM Africa**
  - 3.1.3 Provide support to **CALM Africa** to meet the monitoring requirements of donors
  - 3.1.4 **CFU** at the end of the financial year will provide **CALM Africa** with a performance report and a set of audited accounts including **SMART** outputs and any proposed changes to the various adopted Plans for the forthcoming year
- 4.1 **CALM Africa** shall apply any payment received from **CFU** solely for charitable purposes.
- 4.2 **CALM Africa** shall at the end of each financial year provide **CFU** with a performance report and a set of audited accounts including **SMART** outputs and any proposed changes to the various adopted Plans for the forthcoming year.

## **UNDERTAKINGS**

- 5.1 The Parties are committed to sharing best practice freely and agree to be fair and honest in their use of information and to use discretion and confidentiality when discussing sensitive issues. The Parties agree to be open with each other and to use reliable information from trustworthy sources when discussing matters affecting the relationship between the Parties or any Project implementation.
- 5.2 Each Party recognises and acknowledges the others organisations role, identity, policies, ways of working and procedures and seeks to utilise these to the benefit of the Project objectives and Beneficiaries.
- 5.3 Each Party recognises that working together is not always easy, but will seek to work within their organisational structure and ways of working to address issues so as to meet the Project objectives.
- 5.4 The Parties agree to review this co-operation agreement on an annual basis or more frequently if required.
- 5.5 None of the provisions of this agreement shall be deemed to constitute a partnership between the Parties and neither of them has authority to bind the other in any way.

## **DURATION OF AGREEMENT**

- 6.1 This agreement will commence on the date it has been signed by both parties (which date shall be included on page 1) and will remain in force until it is terminated by one Party giving to the other not less than 6 months prior written

notice (to be served at the address quoted above) PROVIDED THAT any such notice shall not take effect until after any Project then in existence has been implemented.

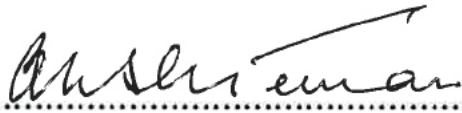
**PROCEDURES FOR SETTLING DISPUTES**

7. The Parties shall use every endeavour to settle any dispute amicably (including using the good offices of representatives of the Parties at the highest level) but in the unlikely event that a dispute cannot be so resolved the dispute shall be referred for decision by an independent third party, such third party to be agreed between the Parties or in default of such agreement appointed by the funding agency or donor of the Project in question.

8. This Agreement shall be governed by English law.

Signed for CALM Africa .....   
(Authorised Signatory)

Print name JAMES KIMERA SSEKIWAMUKA, PhD

Witness signature ..... 

Witness name A.L. BATEMAN

Signed for CFU .....   
(Authorised Signatory)

Print name SARA COATE - KILBURN

Witness signature ..... 

Witness name DEBBIE STEAD