

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

PAMODZI NDI ANA
PO Box 510285, Chipata, Zambia

AND

SANTINA GUSMINI ONLUS
Via Verdi, 2, 20122 Bergamo, Italia

1. Preamble

WHEREAS:

- **PAMODZI NDI ANA** represented in Zambia by Mr Enrico Carretta, who is authorized for the matters herein having been granted the necessary powers, on behalf of the one part,
- and that **SANTINA GUSMINI ONLUS**, hereby represented by Dr. Maurizio Testa who is authorized for the matters herein having been granted the necessary powers, on behalf of the other part.

1. The objective of the Memorandum of Understanding

This Memorandum of Understanding sets forth the general terms and conditions of the cooperation between the parties concerning the project:

"Gli asili di Santina Gusmini "

In order to:

**PROJECT PROPOSAL FOR THE IMPROVEMENT OF EARLY CHILDHOOD
EDUCATION IN THE CHALUMBE AREA IN ZAMBIA**



Improve the delivery of quality education nr.9 Schools in Chipangali District, Zambia

And specifically for the following activities:

- Training of nr 18 teachers in Early Childhood Education
- Construction of N° 2 Early Education Centre

And with the specifications contained in Attach documents:

- Annex A Project proposal
- Annex B Budget and work plan
- Annex C Plans for construction for the Nursery school
- Annex D Budget for construction

1. Duration

- The duration of this Memorandum of Understanding, between PAMODZI NDI ANA and SANTINA GUSMINI ONLUS is of 24 months from the date of the stipulation.

- In the events that project amendments are needed, all parties shall consult to prepare such amendment and the Memorandum of Understanding will be reviewed accordingly.

2. Role and responsibilities



a) PAMODZI NDI ANA

will be the implementing organization of the project; as pre attached project propanol and work plan.
the following are the main tasks:

and

- Place visibility material as a plaque (As per instruction of SANTINA GUSMINI ONLUS)
- Provide reports of the activities done.

b) SANTINA GUSMINI ONLUS

will be the sponsor of the project and the following are the main tasks:

- Soliciting for funds for the project
- Send funds to PAMODZI NDI ANA in the due time as per paragraph 4.

3. General Responsibilities of the Parties

- The two parties agree to carry out their responsibilities in accordance with the provisions of this agreement and the attached form.
- All parties shall keep each other informed on the activities/issues related directly to the programs, and the parties shall inform each other of the meeting discussion and presentation held with partners/donors or in other coordination forums related to the project.

4. Finances

- The parties agree to use funds solely for the implementation of the project activities according to the attached project budget.
- The total budget for the project as per attached documents is of 60.000,00 EURO (see Attach budget).
- Funds will be sent in instalments as follow:

Nr.	By Date	Amount	Purpose
1	30.09.2021	4.000.00	Initial works
2	28.02.2022	15.150,00	Second Instalment
3	30.09.2022	15.620,00	Third Instalment
4	28.02.2023	15.242,00	Fourth Instalment
5	30.11.2023	9.988,00	Conclusion of project
	TOTAL EURO	60.000,00	

- If the cost of the project will be less then the approved above mention budget only the difference between the total cost and the previews two instalments will be paid out by SANTINA GUSMINI ONLUS.

The parties also agree that the total costs cannot in any case exceed the 10% of the budget and a foreseen excess costs must be fully detailed from PAMODZI NDI ANA who will promptly inform Santina Gusmini Onlus and such predict costs must be authorized by Santina Gusmini Onlus Association."

- Fund will be managed according to PAMODZI NDI ANA guidelines and procedures.
- Funds will be transferred to the following bank account

Bank	Zambia National Commercial Bank
Address	Cairo Road, Lusaka, Zambia
Account Name	PAMODZI NDI ANA
EURO Account	5735086500393

Currency	Euro
Sort Code	011160
Swift Code	ZNCOZMLU

Each party agree to assume the risks due to exchange rate floatation and it is hereby agreed that SANTINA GUSMINI ONLUS will only pay out only the agreed amount above.

5. Reporting

- The projects' activities will be reviewed month with a short narrative report and pictures that witness the works done.
- All the decisions made within the course of the Memorandum of Understanding will be officially reported and kept by the parties.
- Completion report and a list of project expenses will be produced by PAMODZI NDI ANA, the first by 30 days after work conclusion.
- PAMODZI NDI ANA shall be responsible for keeping records and documents related to the project.

6. Liability

Each Party shall be responsible in regards to all claims brought against it by its personnel, employees, agents or contractors or others.

7. Visibility

SANTINA GUSMINI ONLUS and PAMODZI NDI ANA can use the visibility material produced by the project only by acknowledging in all the communication each other's name or in case of using only visibility only without the name or logo of the other partners by notifying each other and get each the others approval.

8. Early Termination

Either party can terminate this agreement with one month written notice, following unsuccessful consultation between the parties to solve the cause of conflicts.

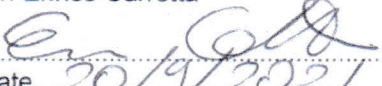
Upon termination of this Memorandum of Understanding, the parties shall take immediate actions to terminate the activities under the agreement in a prompt orderly manner to minimize losses and further expenditure.

9. Arbitration


Any dispute, controversy or claim relating to the present agreement shall be settled by direct negotiation, between the two parties.

10. Signatures by the parties

PAMODZI NDI ANA,
Managing Director
Mr. Enrico Carretta


Date: 20/9/2021

SANTINA GUSMINI ONLUS,
President
Dr. Maurizio Testa


Date: 21.09.21



**Associazione
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