

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:

"Santina Gusmini Early Education Project Promotion"

In order to:

Improve the delivery of quality education at Kaulembe Community School in Chipangali District, Zambia

And specifically for the following activities:

- Construction of N° 1 Classroom block at Kaulembe Community School, (see Attach B)
- Construction of N° 1 Early Education Centre at Kaulembe Community School, (see Attach C)

And with the specifications contained in Attach D

Other foreseen activities are:

- Construction of N° 3 double latrines
- Construction of a play park

1. Duration

- The duration of this Memorandum of Understanding, between PAMODZI NDI ANA and SANTINA GUSMINI ONLUS is of 8 months from the date of the stipulation.

But the project construction for both buildings must be completed and furnished within the 10th of September 2020.

- 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; the following are the main tasks:

- Verify the site for the construction of Kaulembe Community School
- Inform and get approval from the local authority
- Identify the competent Contractor and sign contract
- Send building material on-site as per approved Bill of Quantity
- Supervise the construction work
- Approve work done and make payment to the contractor
- Place visibility material as a plaque (As per instruction of SANTINA GUSMINI ONLUS)
- Organize the opening event on September 2020. (The date will be communicated by 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 40.000,00 EURO (see Attach D)
- Funds will be sent in instalments as follow:




Nr.	Date	Amount	Purpose
1	10.03.2020	12.500	Initial stage
2	10.06.2020	12.500	Second Instalment
3	10.09.2020	15.000	Conclusion of works
	TOTAL EURO	40.000	

- 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 value of the two buildings, (euro 32.086,00) 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

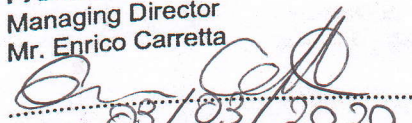
Either party can terminate this agreement with one month written notice, following unsuccessful consultation between the parties to solve the cause of conflicts. Upon termination of this Memorandum of Understanding, the parties shall take immediate actions to terminate the activities under the agreement 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

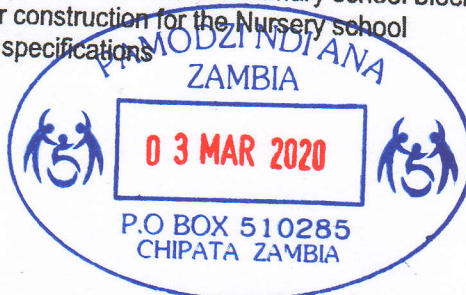

Date... 03/03/2020

SANTINA GUSMINI ONLUS,
President
Dr. Maurizio Testa


Date... 26.02.2020

Attaches:

- Budget
- Plans for construction for the Primary school block
- Plans for construction for the Nursery school
- Building specifications



Associazione
Santina Gusmini Onlus
Via Verdi, 2 - 24121 BERGAMO
C.F. 95200430163

Annex_Building specifications

The following building specification are intended to be part to the agreement signed between PAMODZI NDI ANA and SANTINA GUSMINI ONLUS for the project: "SantinaGusmini Early Education Project Promotion"

Nursery school

In order to simplify the construction and to speed up the work the following modification will be made during construction to the plan for the nursery school:

- The office and the store room will be made into one room (remove of the store room)
- The storage lab will be removed
- The sand bay will be removed and made in the play park outside the building
- The ramp will cover the length of the entrance
- The top-windows on the front will be removed

The following specification will be used for both buildings:

1. Walls: 150 mm concrete hollow blocks
2. Floor and slab: 40 mm thk. Cement/sand screed on 1000mm thkconcrete floor slab reinforced with conforce 257" on polyethylene sheeting.
3. Inside plaster: All rooms with 15mm thickness plaster
4. Outside plaster: 15mm thickness plaster and rough casting plaster from floor to window level
5. Windows and door frames: Gloss painted window frames and door frames made by metal.
6. Roof: Color coated IT4 roofing sheets on 250mm spider trusses
7. Doors: all doors will be made in solid wood
8. Interior primary school: nr. 40 school desks, Nr 3 teacher's desks, Nr 5 Chairs, Nr 1 Bookshelves
9. Interior Nursery school: nr. 10 small tables, Nr 40 plastic Chairs , Nr 2 teacher's desks, Nr 4 Chairs, Nr 2 Bookshelves

Colors specification

1. The roofing sheet the window frames and door frames will be will blue in color
2. The external walls will be pink in color



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Project : Santina Gusmini Early Education Project Promotion		
Ex/change rate at february 2020		16
Costruzione scuole due classi		
Description	Amount	
	ZK	EURO
Building Material	187.900	11.744
Contractor	37580	2.349
Transport	18790	1.174
Furniture	36.000	2.250
Sub Total Construction 1x2 Classroom Block (Euro)		17.517
Costruzione Asilo		
Description	Amount	
	ZK	EURO
Building Material	167.460	10466,25
Contractor	33492	2093,25
Transport	16746	1046,625
Furniture	15.400	962,5
Sub total for Construction of Early Education Centre		14.569
Total building construction		32.086
Coordination costs		5.114
Indirect costs 7%		2.800
TOTAL COST FOR THE PROJECT (EURO)		40.000



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