

MEMORANDUM OF UNDERSTANDING

ENTERED BY

MINISTRY OF EDUCATION, SCIENCE AND TECHNOLOGY

AND

MINISTRY OF INFORMATION, COMMUNICATION AND INFORMATION

TECHNOLOGY

AND

PRESIDENT'S OFFICE, REGIONAL ADMINISTRATION AND LOCAL

GOVERNMENT

AND

SOMA KWANZA INITIATIVE

.....

..

FOR THE ENHANCEMENT AND DEVELOPMENT OF EDUCATION SECTOR IN TANZANIA AND PROVISION OF MATERIAL SUPPORT AND FACILITIES IN THE LAUNCHING, STEERING AND OPERATIONS OF SOMA KWANZA INITIATIVE PROJECTS i.e DAFTARI LA MAMA SAMIA, DARASANI - ELIMU KIGANJANI, DARASANI TV, SOMA KWANZA, SHULE ZA MAMA SAMIA AND OTHER SIMILAR PROJECTS RELATING TO THE DEVELOPMENT OF EDUCATION SECTOR IN TANZANIA.

.....

THIS MEMORANDUM OF UNDERSTANDING is entered this.....day of.....
2023

BETWEEN

MINISTRY OF EDUCATION, SCIENCE AND TECHNOLOGY, a Government Ministry responsible for education sector in Tanzania of Afya Street, P.O Box 10, 40479 DODOMA, in the United Republic of Tanzania (hereinafter referred to as "**MoEST**") which expression where the context so admits will include, her heirs, successors and assigns of one hand; and

MINISTRY OF INFORMATION, COMMUNICATION AND INFORMATION TECHNOLOGY a Government Ministry responsible for information and communication in Tanzania of Government City, Mtumba Area, 1 Ujenzi Street, P.O Box 677, 40470 DODOMA, in the United Republic of Tanzania (hereinafter referred to as "**MICIT**") which expression where the context so admits will include, her heirs, successor and assigns of the second hand; and

PRESIDENT'S OFFICE, REGIONAL ADMINISTRATION AND LOCAL GOVERNMENT responsible for Regional Administration and Local Governments in Tanzania, Government City – Mtumba, TAMISEMI Street, P.O Box 1923, 41185 DODOMA, in the United Republic of Tanzania (hereinafter referred as "**PO - RALG**") which expression where the context so admits shall include, her heirs, successor and assigns of the third hand

AND

SOMA KWANZA INITIATIVE incorporated company with Certificate of Incorporation No: 163867044, situated at Plot No. 74, Block 45b, P.O. Box 10554, Makumbusho, Kijitonyama in Dar es Salaam, in the United Republic of Tanzania (Hereinafter referred to as "**SOMA KWANZA**") which expression where the context so admits will include, her heirs, successors and assigns of the other hand.

PREAMBLE

WHEREAS SOMA KWANZA Initiative has resolved to contribute in the education sector in the country by building capacity and providing alternative teaching methods and support materials via provision of audio and video education content and printed materials i.e Daftari la Mama Samia, Darasani - Elimu Kiganjani, Darasani TV, Shule za Mama Samia and Bintisoma.

WHEREAS MoEST is the backbone for the development of education sector in Tanzania and is an important and strategic stakeholder in the operations of the Soma Kwanza projects.

WHEREAS MICIT is the responsible ministerial docket for dissemination of information and development of information technology in Tanzania and is an important and strategic stakeholder in the operations of the Soma Kwanza projects;

WHEREAS PO-RALG is responsible for management and operations of schools in Regional and Local Government Authorities in Tanzania and is an important and strategic stakeholder in the operations of the Soma Kwanza projects.

AND WHEREAS, the Parties mentioned herein above have come to an understanding based on the terms and conditions are as prescribed in this Memorandum of Understanding.

NOW THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MoU") WITNESSETH AS FOLLOWS:-

ARTICLE 1: OBJECTIVES

The main objectives of this MoU will be:

1. Enhancement and development of education sector in Tanzania; and
2. Provision of material support and facilities in the launching, steering and operations of Soma Kwanza Initiative projects.

**ARTICLE 2:
PURPOSE AND SCOPE**

The purposes of this MoU are as follows;

- 1 to formalize the intended cooperation between the parties outlined above;
- 2 to guide the collaboration and working modalities between parties that will be involved in the implementation of the Soma Kwanza projects aiming at enforcing the use and practice of information technology as a means under-represented students to access the same high quality education if not higher as their peers in cities and urban centers; and
- 3 to bring together teaching experts and information technology with public schools to deliver systematic, focused, year-round enrichment model.

**ARTICLE 3:
ROLES AND RESPONSIBILITIES OF THE PARTIES**

1. The roles and responsibilities of the Ministry of Education, Science and Technology (MoEST) will be to:
 - a) Ensure that the implementation of the project is as per the country's education policy;
 - b) Provide curriculum and syllabus;
 - c) Coordinate activities when required;
 - d) Approve of digital content;
 - e) Participate in production of digital content;
 - f) Appoint focal person(s) who will act as a project coordinator for Soma Kwanza;
 - g) Lead and conduct monitoring and evaluation in collaboration with other responsible parties; and
 - h) Have the Use of Darasani TV as a Central hub for MoEST's dissemination of educational information.
2. The roles and responsibilities of the Ministry of Information, Communication and Information Technology (MICIT) will be to:
 - a) Provide access to national fibre backbone;

- b) Appoint focal person(s) who will act as a project coordinator for Soma Kwanza;
 - c) Facilitate white listing (non internet special package) of Darasani – Elimu Kiganjani platform through Mobile Network Operators (MNOs) and Internet Service Providers (ISPs);
 - d) Participate in conducting monitoring and evaluation in collaboration with other responsible parties; and
 - e) Support Darasani TV as priority National TV station for educational content.
3. The roles and responsibilities of the President's Office, Regional Administration and Local Government (PO-RALG) will be to;
- a) Access to school teachers for implementation of Soma Kwanza projects;
 - b) Ensure involvement of Education Officers (EO) to Soma Kwanza projects;
 - c) Provide competent teachers for the implementation of Soma Kwanza Projects;
 - d) Appoint focal person(s) who will act as a project coordinator for Soma Kwanza Projects;
 - e) Participate in conducting monitoring and evaluation in collaboration with other responsible parties; and
 - f) Allow Soma Kwanza access to PO-RALG Education programs like Sports, Drama and Music.
4. The roles and responsibilities of Soma Kwanza Initiative;
- a) Provide sufficient funds for the implementation of Soma Kwanza projects;
 - b) Provide funds for conducting monitoring and evaluation;
 - c) Develop a digital education contents in Tanzania; and
 - d) Promote extracurricular activities like Sports.

ARTICLE 4:

FUNDS

That Soma Kwanza Initiative will have the right to seek loans, grants and donations from various stakeholders, interested parties, individuals, institutions and clubs within the country but will ensure compliance with financial and monetary laws of the land.

ARTICLE 5:

ENTRY INTO EFFECT AND DURATION

This MoU will come into effect on the date of signature and will remain in effect for Five (5) years subject to approved renewal in writing by the parties.

ARTICLE 6:

CONFIDENTIALITY

1. Parties will use the information disclosed to them only for the implementation of this MoU; and
2. Treat all the received information including the contents of this MoU as both private and confidential.

ARTICLE 7:

INTELLECTUAL PROPERTY RIGHTS

1. The parties will give due consideration to the protection and the distribution of intellectual property rights or other rights of proprietary nature resulting from the cooperative activities of this MoU.
2. The terms and conditions in respect of sharing intellectual property rights may be agreed in separate agreements that are mutually acceptable to the Parties.

ARTICLE 8:

APPLICABLE LAWS

In the course of implementation of this MoU terms will be construed and interpreted in line with the governing laws of the United Republic of Tanzania.

**ARTICLE 9:
DISPUTE RESOLUTION**

Any dispute that may arise in the interpretation and/or implementation of this MoU will be settled amicably by the parties.

**ARTICLE 10:
TERMINATION**

1. This MoU may be terminated by any Party upon notification made in writing to the other parties through written notice of intention to terminate within ninety (90) calendar days.
2. The termination of this MoU will not affect the completion of the ongoing project/s and any project adopted during its validity.

**ARTICLE 11:
LEGAL FRAMEWORK**

1. This MoU does not constitute a legally binding relationship of the parties but merely to reconnect their understanding;
2. Nothing in this MoU will be construed as creating a joint venture, an agency relationship, or a legal partnership between the Parties; and
3. Nothing in this MoU is intended to be, or should be construed as a waiver of the privileges and rights of any Party or her officers and employees, for which privileges and rights are hereby specifically reserved.

**ARTICLE 12:
NOTICES**

Notices in this MoU will be of ninety (90) days in writing and will be served to any party by way of hand delivery, facsimile or Email.

**ARTICLE 13:
AMENDMENT**

1. This MoU may, at any time, be amended upon mutual agreement of the parties in writing; and
2. Any amendment made pursuant to this Clause will be attached to this MoU as annexure.

IN WITNESS WHEREOF, the undersigned duly authorized thereto have signed this Memorandum of Understanding at Dodoma, Tanzania on the day of 2023.

For and on behalf of the Ministry of Education, Science and Technology (MoEST)

Name..... CAROLYNE T. NOMB
Signature..... [Signature]
Title..... PERMANENT SECRETARY
PERMANENT SECRETARY
MINISTRY FOR EDUCATION,
SCIENCE AND TECHNOLOGY

WITNESS

Name..... OSCAR NGENZI
Signature..... [Signature]
Title..... LEGAL OFFICER

For and on behalf of the Ministry of Information, Communication and Information Technology (MICIT)

Name..... Mohammed Khamis Abdulla
Signature..... [Signature]
Title..... PS

PERMANENT SECRETARY
MINISTRY OF INFORMATION, COMMUNICATION
AND INFORMATION
TECHNOLOGY

WITNESS

Name..... REHEMUS MPAGAMA
Signature..... [Signature]
Title..... AGSU

For and on behalf of President's Office, Regional Administration and Local Government (PO – RALG)

Name ROGATUS H. MATIVILA
Signature *[Handwritten Signature]*
Title AG. PERMANENT SECRETARY

PERMANENT SECRETAR
PRESIDENT'S OFFICE
REGIONAL ADMINISTRATI
AND LOCAL GOVERNME
P.O. Box 1923 DODOMA

WITNESS

Name MGENDERA, E. G
Signature *[Handwritten Signature]*
Title DLS

For and on behalf of Soma Kwanza Initiative

Name PETER KANGERE
Signature *[Handwritten Signature]*
Title DIRECTOR



WITNESS

Name FRANCIS R. NYENYEMBE
Signature *[Handwritten Signature]*
Title DIRECTOR