

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

TEMEKE MUNICIPAL COUNCIL

AND

BRANCH CONSTRUCTION LIMITED

FOR

AN INTENTION TO COLLABORATE ON THE
ENVIRONMENTAL CONSERVATION AND
PRESERVATION OF RIVER MZINGA AND KIZINGA IN
THE TEMEKE MUNICIPALITY.

18

1. PARTIES

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into on this 15th day of Oct. 2025

Between:

- **TEMEKE MUNICIPAL COUNCIL**, a local government authority established under the Local Government (Urban Authorities) Act No. 288 R.E 2023, whose offices are located at Mandela/Taifa Road, of P. O. Box 46343 Temke, Dar es Salaam, (hereinafter referred to as "The Council").

And

- **BRANCH CONSTRUCTION LIMITED**, a company incorporated under the Laws of Tanzania, having its registered office at Mwai Kibaki Road, of P. O. Box 71482, Kawe, Dar es Salaam, (hereafter referred to as "The Company"),
Collectively referred to as the "Parties".

2. PREAMBLE

Due to the growing population and ongoing human activities within Temke Municipal Council, Rivers Mzinga and Kizinga have become filled with waste, which causes them to have shallow depths, loose their natural flow and eventually overflow resulting in significant harm to both the community and the ecological environment.

Despite the efforts made by the Government, especially the Council, to address the cleanliness of Mzinga and Kizinga rivers, more support is still needed to achieve effective and sustainable river sanitation.

3. PURPOSE

The purpose of this MoU is to intend to establish a framework for cooperation and collaboration between the Company and the Council in the cleaning, restoration, and management of the environmental quality of the Mzinga and Kizinga Rivers, along with their surrounding ecosystems. The project will utilize modern technologies—specifically Mechanical, Hydraulic, Bucket, and Air-Lift dredging methods—to remove sand from the rivers. This initiative aims to promote environmental sustainability, preserve biodiversity, improve public health, and foster community engagement.

4. OBJECTIVES

The Parties agree to collaborate on the following objectives:

1. Cleaning river Mzinga and Kizinga by removing sand and existing waste.

157

8

Blm

- Ensure availability of Municipal Personnel when required.
- Support enforcement of environmental regulations in the Project area.
- Coordinate with relevant Government bodies and departments.

5.2 The Council shall:

- Ensure availability of Resources and Personnel.
- Ensure implementation of eco-friendly technologies or infrastructure, along rivers.
- Work in accordance with the Laws.
- Work efficiently and professionally in providing technical assistance for the river's preservation activities.
- Contribute to the development of the Municipality by allocating 25% of the project's profit.
- Improve existing river banks and plant trees and grasses to preserve the ecology and promote domestic tourism.
- Facilitate necessary permissions and clearances for project activities.
- Comply with all taxes and levy obligations as required by Law.

5.1 The Company shall:

5. ROLES AND RESPONSIBILITY

1. Transforming river waste into usable resources.
2. Enhancing the appearance of Kizinga and Mzinga Rivers.
3. Reducing the impacts of flooding at Mzinga and Kizinga River.
4. Preserving the environment of Mzinga and Kizinga Rivers.
5. Protecting and enhancing the habitats of aquatic life.
6. Preserving the ecological environment of Mzinga and Kizinga River.
7. Increasing the income of Branch Construction Ltd and Temke Municipal Council together with the Community around the Project area.
8. Reduce and prevent discharge of pollutants into the rivers.
9. Conduct education campaigns on the importance of river preservation to Project Stakeholders.
10. The Council will be involved as a Pilot study out of Project area.

[Handwritten signature]

[Handwritten mark]

It is agreed that environmental management should be a prime concern on the project and parties should ensure environmental sustainability.

10. ENVIRONMENTAL MANAGEMENT

This MOU shall be terminated by either party upon giving the other party ninety (90) day's written notice.
This MOU shall come into force on the date of signing by both parties and remain in force for a period of Five (5) years, unless extended by mutual agreement.

9. DURATION AND TERMINATION

This MOU shall be interpreted and governed by the Laws of the United Republic of Tanzania.

8. APPLICABLE LAW

Human Resources: To implement this project the company will employ over a Hundred (100) workers, including project supervisors, vehicle and machinery operators, and others, as will be specified in the business plan. The parties shall provide Human Resource to manage the Project.
Equipment and Machinery: The Company will invest in equipment, machinery, and vehicles as will be specified in the business plan.
Financial Resources: The Company will fully fund the entire project. A breakdown will be provided in the business plan.

7. FUNDING AND RESOURCES

- The Parties agree to share 25% to the Council and 75% to Branch Construction from the net profit to other projects out from Kizinga and Mzinga.
- The profit share shall be calculated quarterly and transferred to the Council's designated Bank account within ninety (90) days of each quarter's end.
- The Company agrees to share to the Council 25% of the net profits derived from this project.

6. PROFIT SHARING MECHANISM

- Enforce the law to protect public interests and investment.
- To assist in Community awareness of the Project area.

In view of the foregoing, both parties to the MOU, TEMEKE MUNICIPAL COUNCIL and BRANCH CONSTRUCTION LIMITED hereby commit themselves to this MOU formed and resolved to work together in the best interest of both parties.

15. CONCLUSION

- This MOU is not legally binding and does not create enforceable rights or obligations, except where specifically stated.
- Any amendment or addition to this MOU shall be agreed by the parties and must be made in writing and signed by both Parties.

14. GENERAL PROVISIONS

Any disputes between TEMEKE MUNICIPAL COUNCIL and BRANCH CONSTRUCTION LIMITED relating to the interpretation or Application of this MOU shall be resolved by mutual negotiation between the parties. If unresolved, the matter may be referred to Court of Law in accordance with the applicable Laws of Tanzania.

13. DISPUTE RESOLUTION

The Parties agree to maintain confidentiality and neither of the party nor its personnel shall communicate to any other person or entity any confidential information made known to it by the other Party(Parties) in the course of the implementation of this MOU nor shall it use this information to private or Company advantage unless disclosure is required by the Law. This provision shall survive the expiration or termination of this MOU.

12. CONFIDENTIALITY

No party hereto shall be considered in default of its obligation herein if the performance thereof is prevented or delayed because of war, hostilities, civil commotion, law, order, proclamation, regulation of government and any reasons beyond reasonable control of the party affected.

11. FORCE MAJURE

Handwritten mark

Handwritten mark

	<p>Signed with the common seal of TEMEKE MUNICIPAL COUNCIL and Delivered at Dar es Salaam in the presence of us this 1st day of 04 of 2025</p>
<p>Signed by:</p> <p>Name : JOLAKY SARARA</p> <p>Signature: <i>[Signature]</i></p> <p>Designation: MUNICIPAL DIRECTOR TEMEKE MUNICIPAL COUNCIL</p> <p>Witness:</p> <p>Name : Fortunata Shyamba</p> <p>Signature: <i>[Signature]</i></p> <p>Designation: MISO</p>	
	

16. SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this MoU on the date first above written.

Handwritten mark

Handwritten mark

	<p>Signed with the common seal of BRANCH CONSTRUCTION LIMITED and Delivered at Dar es Salaam in the presence of us this <u>1st</u> day of <u>Oct</u> of 2025</p>
<p>Signed by:</p> <p>Name : <u>SAVIORE CHANAY</u></p> <p>Signature: <i>[Handwritten Signature]</i></p> <p>Designation: DIRECTOR BRANCH CONSTRUCTION LIMITED</p> <p>Witness:</p>	
<p>Name : <u>VIOLA MWAMBA</u></p> <p>Signature: <i>[Handwritten Signature]</i></p> <p>Designation : ADVOCATE</p>  <p><i>Notary Seal: Viola Mwamba, Advocate, Notary Public, Box 33794 Dar es Salaam, Commissioner for Oaths</i></p>	