

The School of St Jude Ltd
The East African Fund Inc
Memorandum of Understanding



**The School
of St Jude**

CONFIDENTIAL

The Parties

1.

The School of St Jude Ltd (SOSJ) is a company limited by guarantee incorporated under The Companies Act 2002 (Cap. 212) in Tanzania. SOSJ is responsible for managing the affairs of The School of St Jude (the school).

2.

The East African Fund Inc. (EAF) is a voluntary, not-for-profit association incorporated under the Associations Incorporation Act 1984 (New South Wales) in Australia. EAF is responsible for monitoring and evaluating the application of funds donated to SOSJ, particularly in regard to projects and outcomes.

The Purpose

3.

This Memorandum of Understanding (MOU) outlines the commonly held objectives and aspirations of SOSJ and EAF, as well as delineating the roles and responsibilities of each party in the relationship.

General Objectives

4.

The two organisations share a commitment to the Vision, Mission and Values of the school.

The Vision and Mission of The East African Fund Inc. are:

Vision

For The School of St Jude to be a fully developed and sustainable school community, working to alleviate poverty through education and therefore breaking the cycle of dependency on external aid.

Mission

To embrace and support The School of St Jude in its mission, working in partnership to ensure its long-term sustainability through guidance, monitoring and capacity building.

The Vision, Mission and Values of The School of St Jude Limited are:

Vision

Educating the future leaders of Tanzania.

Mission

The mission of The School of St Jude is to educate disadvantaged bright students from the Arusha municipality to become moral and intellectual leaders in Tanzania, and for St Jude's to thereby demonstrate educational leadership in Tanzania.

Values

Respect – Responsibility – Honesty – Kindness

5. Both organisations support:

The positioning line of the School – Fighting Poverty through Education – which is used for marketing purposes.

The Motto for students of the School – Challenge Yourself.

Contribution of each Party

6. Each party shares mutual responsibility to:

6.1

Ensure that, where applicable, donated funds are expended on behalf of donors in an efficient and cost effective manner and for the purpose for which such funds were donated. The funds are to be used for development purposes and never for welfare, evangelical or partisan political activities.

6.2

Plan for the long term financial stability of the school so that its continued growth and sustainability are assured for future generations of students.

6.3

Carry out the function for which SOSJ was established, that is, solely for the relief of poverty through the provision of education for the children of Tanzania.

Obligations and Contribution of The School of St Jude

7. The School of St Jude is responsible for:

7.1

The day-to-day operations of the school, ensuring the provision of a quality education and the best outcomes for students. This includes hiring of staff and their professional development, selection of students and development of curriculum.

7.2

Ensuring an active, appropriate and up-to-date child protection policy is established and procedures are in place and operational.

7.3

Ensuring EAF is involved in the identification, design, appraisal, implementation and evaluation of new projects of the school; including accompanying documentation and sign-off protocols to support such projects.

7.4

Ensuring that the best endeavours are made to ensure that all Activities carried out with EAF funds comply with relevant Australian and Tanzanian Government laws and regulations as well as EAF Policies, including but not limited to:

- Those in relation to the proscription against providing direct or indirect support or resources to organisations and individuals associated with terrorism; and
- Those in relation to corrupt practices, in particular the bribery of public and foreign officials.

7.5

Ensuring that local resources are utilised to work towards independence and sustainability of the school.

8. To support the above, SOSJ will provide information to EAF in regard to:

8.1

Financial Planning and Monitoring –

- (i) Regular financial updates including monthly financial reports.
- (ii) Annual staff projections and budgets.

(iii) Annual capital expenditure plans and budget.

8.2

Compliance with legal obligations and statutory requirements in relation to the Tanzanian Companies Ordinance

8.3

Information and documentation required to support middle and long term strategic planning

9.

Communicate with EAF regularly, including advice of potential new initiatives and opportunities.

Obligations and Contribution of EAF

10. EAF is responsible for:

10.1

Providing funds for projects of the School of St Jude Tanzania conditional upon such funds being expended in accordance with projects as mutually agreed.

10.2

Managing and maximising funds from donors globally in a responsible and effective manner.

10.3

Fundraising activities, including events, in Australia, whilst recognising and leveraging off the significant profile and role of the Founder of the school in this area.

10.4

Monitoring and managing funds responsibly, ensuring statutory requirements meet Australian standards.

10.5

Marketing and communications activities in Australia, including raising the profile of the school across Australia, and positioning the school with targeted groups and individuals.

10.6

Assisting SOSJ to identify, design, appraise, implement and evaluate potential new projects of the school, using appropriate documentation and sign-off protocols to support such projects.

10.7

Assisting SOSJ in working towards the independence and sustainability of the school.

11.

Communicating with SOSJ regularly new initiatives and opportunities.

Disputes

12.

The Parties acknowledge and agree that neither will take any action in relation to any dispute arising under this MOU without first following these steps:

12.1

The party raising the dispute will notify the other party in writing a notice of the existence and nature of the dispute.

12.2

Within 7 days of the date of the notice, an EAF representative (who does not serve on the SOSJ board) and a SOSJ director (who does not serve on the EAF board) will meet to discuss the nature of the dispute and resolve the matter, either 'face to face' if possible, or alternatively, remotely.

Term of Agreement

13.

This Memorandum of Understanding (MOU) will be effective from the date of signing until the 31st December 2016.

14.

At the conclusion of the period nominated in clause 13, the MOU may be extended or varied by mutual agreement of the parties for a further term as agreed.

Statement of Understanding

15.

This document is a Statement of Understanding and is not intended to create any binding or legal obligations on any party. Each party enters into this MOU as an independent entity.

Signed on behalf of

The EAST AFRICAN FUND Inc, AUSTRALIA

Name

(Signed)

Position Held

Date

Signed on behalf of

The SCHOOL OF ST JUDE Ltd, TANZANIA

Name

(Signed)

Position Held

Date

DEFINITIONS:

Development Activities

Development is a process where a community of people work together to break the cycle of poverty and dependence so that their fundamental needs are met and the quality of their lives is enhanced. Development activities seek to address the root causes of the need identified and in doing so, make a contribution to reducing that need in the long term.

Welfare activities

Welfare means assistance to maintain individuals in a particular condition on a long-term basis such as institutionalised care programs as provided by orphanages. Welfare activities are implemented independently of other sustainable community development activities and there is no strategy for integration into a broader, community development program. Welfare activities are implemented on an ongoing, long-term basis with no clear exit strategy.

Evangelical activities

Evangelical activities are those designed to convert people from one religion, faith or denomination to another and include the preaching or proselytizing of any religion. Funds should not be used to build up church, ecclesiastical or political structures except in circumstances where those structures are specifically designed to provide relief and/or development assistance. In this context, church, ecclesiastical and political structures include not just infrastructure, but could also extend to training or organisational activities.

Partisan Political activities

Partisan political activities are those that involve the direct or indirect support of, opposition to, or undue bias to, any political party or candidate for public office. This definition does not include any general support for participation in the political process, such as civic awareness campaigns or the promotion of women and minorities as political candidates in general.