

**11<sup>th</sup> DAY OF JUNE 2010**

**AGREEMENT**

**BETWEEN**

**GAPEKACHILDREN'S HOPE CENTRE-KENYA**

**AND**

**HARAMBEE-AUSTRIA**

## AGREEMENT

**THIS AGREEMENT** is made this 11<sup>TH</sup> day of June the year Two Thousand and Ten

### **BETWEEN**

**HARAMBEE** a Non Governmental Organization with its registered offices based in Austria. Its address is 1220 Vienna, ziegelhofstrasse 98, Vienna Austria (hereinafter referred to as "the Donor") which expression shall where the context allows include its successors, legal representatives and/or **ASSIGNS ONE PART**.

### **AND**

**GAPEKA CHILDRENS HOPE CENTRE** a Non Governmental Organization with its registered offices in Kenya and whose address is Post Office Box Number 306-80108 KILIFI within the Republic of Kenya (hereinafter referred to as "**the BENEFICIARY/COUNTERPART/IMPLEMENTING AGENCY**".) which expression shall where the context allows include it's successors, legal representatives and/or **ASSIGNS** on the **OTHER PART**.

### **WHEREAS:-**

Harambee has been supporting GAPEKA and her under privileged children since the establishment of Gapeka back in the year 2010. It is hereby established that Gapeka which is registered under the local government regulations has been leading as a local counterpart of HARAMBEE.

The Donor under this agreement will work together with her Beneficiary NGO as identified here above, for any development programs in Kenya. This is therefore to formally certify that the two parties applied herein have willingly assented to enter into a contract based on mutual understanding, under specifications associated to roles, responsibilities, terms and conditions relevant to either party respectively, the contents whereof are as expounded hereunder.

## **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-**

### **1. CONTRACT LIFE SPAN**

**1.1** This contract unless otherwise revised and herein specified, shall have an unlimited lifespan.

### **2. ORGANISATIONAL MUTUAL CONCEPT DETAILS**

#### **2.1 GOAL/VISION**

Both parties applied herein live to see a holistically grown, proportionally developed and empowered child leading a fulfilled life maximally beneficial to the society.

#### **2.2 OBJECTIVES**

- To facilitate proportional intellectual development and empowerment of the disadvantaged child
- To facilitate proportional social development and empowerment of the disadvantaged child
- To facilitate proportional physical development and empowerment of the disadvantaged child
- To facilitate proportional emotional development and empowerment of the disadvantaged child
- To facilitate proportional moral development and empowerment of the disadvantaged child

### **3. MISSION**

The parties applied herein are committed to conceive, initiate, implement and run programs and projects aimed at realization of the set objectives and vision.

### **4. PROGRAMS**

- EDUCATION
- HOUSING
- HEALTH AND SANITATION
- AGRICULTURE, ENTERPRENUERSHIP & ECONOMIC EMPOWERMENT
- RELIEF



## **5. ADMINISTRATIVE COVERAGE**

The administrative boundary of this contract shall base on the mandated national geographical coverage of the local implementing agency applied herein, which is mandated to operate not yonder than the official national boundaries. However, the actual operation shall base on authenticity and collective capacity of the relevant parties applied herein which is directly related to resources available.

## **6. SPECIFICATIONS RELEVANT TO ROLES AND RESPONSIBILITIES**

- 6.1. The Donor, otherwise referred to as HARAMBEE hereby formally consents to mobilize and donate resources to Beneficiary/local implementing agency, otherwise identified as GAPEKA CHILDREN'S HOPE CENTRE with a common and general objective of initiating, implementing and/or running community centered programs and projects.
- 6.2. The Beneficiary, otherwise referred to as GAPEKA CHILDREN'S HOPE CENTRE hereby formally consents to play the specified role of implementing agency, specifically mandated and entitled with prudent management of the resources mobilized by the Donor, to the most attainable and satisfactory level of transparency, accountability and efficiency in accordance with the Donor's interest and preferences.
- 6.3 The Beneficiary otherwise referred to as GAPEKA CHILDREN'S HOPECENTRE hereby formally consents to take full responsibility and accountability at any extent with specific respect to her mandate, entitlement and any matter of relevance as to this agreement contents.

## **7. SUBJECT AND OBJECT OF THE CONTRACT/AGREEMENT**

### **7.1 SUBJECT**

The subject of this agreement as herein referred to, is **HARAMBEE** herein otherwise referred to as the first party & **GAPEKA CHILDREN'S HOPE CENTRE** herein otherwise referred to as second party.

### **7.2 OBJECT**

The object of this agreement primarily is the child and secondarily, the community.

## **8 SPECIFICATIONS RELEVANT TO TERMS, CONDITIONS & OBLIGATIONS**

- 8.1. The Beneficiary, otherwise identified as GAPEKA CHILDREN'S HOPE CENTRE shall hereby be required to satisfactorily manage and account for all resources channeled to the community for facilitating proposed projects and programs in accordance with donors' interest and preferences as such ascribed to, if any.
- 8.2. The Donor, being playing the role of a sponsor on purely voluntary spirit and ground, is hereby under **NO OBLIGATION WHATSOEVER** to fund or donate resources to the community through the Beneficiary.
- 8.3. In the event of any degree of dissatisfaction by EITHER PARTY applied herein, based on, but not limited to efficiency, effectiveness, stewardship and management in mobilization and exploitation of resources meant for the target community programs and projects, EITHER PARTY applied herein reserves equal liberty at any given time of the contract period, upon confirmation of such satisfactorily convincing, justifiable and relevant reason or reasons either specified or unspecified herein to officially terminate this contract on the issuance of a written notice of termination to the other party giving the said party one month notice before the termination thereof.
- 8.4. Upon arrival to sub-clause 8.3 above however, a room is provided for by this pact through this sub-clause to either party applied herein for negotiation, possible resolution of any such relevant matter/s and forging ahead, based on mutual interest and willingness.
- 8.5. Upon development to sub-clause 8.4 above, a room is further provided for by this pact through this sub-clause to both party applied herein for penalty where necessary, or suggestion and authentication of any necessary review as may deem vital, of this pact either partial or whole, based on mutual interest and understanding for general improvement of effectiveness and efficiency in service delivery to the target community in accordance with the donors interest and preferences.



## **9. DESSOLUTIONAL AFTERMATH CLAUSE**

Upon failure to resolve any relevant differences arising from any reason specified or unspecified herein including amongst others, failure in service delivery , as seen in the preceding clause herein above and hence confirmation of any resultant consequence ranging from withdrawal of support, cease of support, completion or closure of the project, all assets of Harambee including those imported and purchased under the duty free allowance or privilege shall not become property of any person associated to either Organizations applied herein but rather shall be distributed to another Organization(s) with similar objectives or as per the decision made by the Donor.


## **10. BANKING ARRANGEMENTS**

**10.1 BANK NAME: BARCLAYS BANK, KILIFI BRANCH**

**10.2 ACCOUNT NUMBER: 2023447242**

**10.3 TITLE OF THE ACCOUNT: GAPEKA CHILDRENS HOPE CENTRE**




**DONOR : HARAMBEE REPRESENTATIVE OFFICIALS**

NAME	DESIGNATION	PASS/ID.NUMBER	CONTACTS	SIGN.
GABRIELA VONWALD	CHAIRMAN	P 5957705	+43 699 7786935	

IN THE PRESENCE OF:-

**BENEFICIARY : GAPEKA CHILDREN'S HOPE CENTRE**

**REPRESENTATIVE OFFICIALS**

NAME	DESIGNATION	PASS/ID.NUMBER	CONTACTS	SIGN.
RICHARD NDAA KARANI	CHAIRMAN	0690759	0734408472	
VELLY KWEKWE KALAMA	SECRETARY	0 22661376	0718195675	
ISAMA MWANYIRO	TREASURER	23378039	0720346490	

IN THE PRESENCE OF:-

MADZAYO MRIMA & JADI  
ADVOCATES

WINNIE MGHORONDO  
ADVOCATE  
P.O. BOX 100000  
NOMBASA






| P. O. Box 88709-80100, |

## 11.2. WITNESSES

### DONOR: HARAMBEE

ME	PASS/ID.NUMBER	CONTACTS	SIGN.

### BENEFICIARY: GAPEKA CHILDREN'S HOPE CENTRE

ME	PASS/ID.NUMBER	CONTACTS	SIGN.
DANIEL CHAI KARANI	20190383	0727 9276 24	
ELVIS MWANJE KARANI	27706769	07029583 20	
JONATHAN GUYO LOLO	22127599	0729 21 5596	

DATE: 25<sup>TH</sup> JUNE, 2010