

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE MBENGWI COUNCIL

AND

JOHN RETREAT CENTER CAMEROON ASSOCIATION (JRCCA)

This Memorandum of Understanding (“MOU”) is entered into by MBENGWI COUNCIL, MOMO DIVISION, NW Cameroon and JOHN RETREAT CENTER CAMEROON ASSOCIATION (hereinafter JRCCA), Non-Governmental Organization (NGO) headquartered at Zang Tabi, Mbengwi Sub division, Momo Division, NW Cameroon. MBENGWI COUNCIL and JRCCA are hereinafter jointly referred to as the “Parties” and each separately as a “Party”.

WHEREAS, MBENGWI COUNCIL cooperates with and assists individuals and organizations with respect to the formulation, adoption and implementation of their economic development policies and development strategies;

WHEREAS, JRCCA is an Association duly organized under the laws of Cameroon and mandated to carry out missions of general interest in the spheres of economic development and infrastructure in Meta and its neighbors in Momo Division, NW Cameroon, as well as the entire country; and the USA in cooperation with its sister organization John Retreat Foundation International, Inc. abbreviated JRFI USA, a registered nonprofit organization, based in TYRONE GA, USA.

WHEREAS, the Parties share similar missions and wish to cooperate in areas of mutual concern to enhance the effectiveness of their development efforts;

NOW, THEREFORE, the Parties agree to cooperate as follows:

ARTICLE I

PURPOSE

The purpose of this MOU is to provide a framework of cooperation and facilitate collaboration between the Parties in areas of common interest.

The objective of this collaboration is to assist JRCCA in providing infrastructure, like roads, bridges, health center to the inhabitants of the 29 villages in Meta, Momo Division, NW Cameroon as well to construct a Multi Purpose Center

(MPC) that will create thousands of jobs in Cameroon, Africa as a whole, and the USA.

ARTICLE II

AREAS OF COOPERATION

The Parties agree to cooperate in the following areas of activity:

- i) Sharing of analysis and information for identifying complementary programs to enhance development, in education, agriculture, health care and other relevant areas with a view to arrest poverty, empower women and the girl child, appropriately fight discrimination, establish rule of law and respect for human rights, citizenship that will lead to sustainable development;
- ii) Coordinating activities, such as harmonizing policy approaches in the areas of agriculture, health services, infrastructure and roads development, as well as general economic development;
- iii) Any other areas the parties may deem fit within the mandate of JRCCA and the MBENGWI Council for economic and sustainable development.

ARTICLE III

ORGANIGRAM

- i) Brief comments on NGO Operations by JRFIUSA-JRCCA (General Counsel members) and JRFIUSA BOD:
 - a. JRCCA Operation Initiative to Provide Clean Drinking Water MOU to People, schools, churches, Markets communities etc in Meta and Neighbors.
 - b. Operation Feed the Hungry
 - c. Operation NGO initiates Banking System for Meta.
 - d. Sister City Partnership Development for Meta and Neighbors.
 - e. Operation NGO Improve Health Care MOU for All in Meta and Neighbor.
 - f. Sports and Wellness.
 - g. Operation initiate Internet Centers and village Libraries to villages and communities in the jungles of Meta and Neighbors.

ARTICLE IV

CONSULTATION AND EXCHANGE OF INFORMATION

4.1 The Parties will, on a regular basis, keep each other informed of and consult on matters of common interest, which in their opinion are likely to lead to mutual collaboration.

4.2 Consultation and exchange of information and documents under this Article shall be without prejudice to arrangements, which may be required to safeguard the confidential and restricted character of certain information and documents. Such arrangements will survive the termination of this MOU and of any agreements signed by the parties within the scope of this collaboration.

4.3 The Parties shall, at such intervals as deemed appropriate, convene meetings to review the progress of activities being carried out under the present MOU and to plan future activities.

4.4 The Parties may invite each other to send observers to meetings or conferences convened by them with respect to their common projects.

4.5 It is understood that all activities under this MOU shall be subject to the regulations, rules, policies and procedures of MBENGWI Council.

4.6 The Parties may appropriately conclude co-financing agreements; Co-financing means (the parties contribute) resource mobilization mechanism through which contributions are mobilized by MBENGWI Council and JRCCA in support of support of specified projects of common interest.

ARTICLE V

IMPLEMENTATION OF THE MOU

Co-financing:

5.1 Purposes consistent with the policies, aims and activities of MBENGWI COUNCIL and the Cameroon government..

5.2 Wherever JRCCA will act as MBENGWI Council's implementing partner, the Parties will conclude an appropriate implementing partner agreement ("IP Agreement") in a proper form and format. IP Agreements govern the terms under which implementing partners implement work plans under the MBENGWI COUNCIL-assisted development programmes. The term implementing partner means the entity to which the MBENGWI COUNCIL has entrusted the implementation of programme activities, along with the assumption of full responsibility and accountability for the effective use of resources and the delivery of outputs as set forth in the programme documentation designed by Mbengwi Council.

5.3 Project study: Mbengwi Council will study and make estimates of projects of mutual interest as accepted by the parties.

5.4 Activities as an Implementing Partner:

Procurement Services:

JRCCA may request that MBENGWI COUNCIL should provide it with third party procurement services, subject to MBENGWI COUNCIL

regulations and service conditions. Third party procurement means procurement conducted by MBENGWI COUNCIL, with no direct government programme component, at the request and on behalf of third parties (including other non-governmental organizations besides JRCCA). The Parties further recall that pursuant to MBENGI COUNCIL Financial Regulations third party procurement will: “a) be for purposes related to the MBENGWI COUNCIL mandate and will be consistent with the aims and policies of the government; b) in each case, be specified in a procurement services contract; c) be undertaken on the basis of full payment in advance of the total cost of the procurement. Exceptionally, other payment terms may be approved; and d) include a separately identified handling fee which may be fully or partially waived in exceptional circumstances, as approved by the Council.”

- 5.5 The Parties take note of the service facilities established by MBENGWI COUNCIL in accordance with the aforementioned Council financial regulations for the procurement by Council, on behalf and at the request of third parties, including non-government organizations, of general health, economic development and related supplies and services. Where the JRCCA wishes to avail of Council’s third party procurement services, JRCCA will conclude specific procurement services contracts with Council.
- 5.6 The Parties may conclude other supplementary agreements for the implementation of this MOU, as appropriate.

Other Matters:

- 5.7 Each Party shall be responsible for its acts and omissions in connection with this MOU and its implementation.
- 5.8 The Parties agree to recognize and acknowledge their cooperation, as appropriate. To this end, the Parties shall consult with each other concerning the manner and form of such recognition and acknowledgement.
- 5.9 Neither Party shall use the name, logo, emblem or trademarks of the other party, or any its subsidiaries, and/or affiliates, or any abbreviation thereof, without the express prior written approval of the other Party in each case,

ARTICLE VI

USE OF NAME, EMBLEM, LOGO

- 6.1 Unless otherwise provided in any supplementary agreement between the Parties. In no event will authorization to use the MBENGWI COUNCIL name, logo or emblem, or any abbreviation thereof, be granted for

commercial purposes, or for use in any manner that suggests an endorsement by the Council of the services of the other Party.

- 6.2 JRCCA acknowledges that it is familiar with MBENGWI COUNCIL's mandate and objectives and recognizes that its name, logo and emblem may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status, reputation and neutrality of the Cameroon government, including MBENGWI COUNCIL.
- 6.3 Nothing in this MOU grants to JRCCA or JRFI the right to create a hyperlink to council's website, if available. Such link may be created only with COUNCIL's prior written authorization.

ARTICLE VII

- 7.1 This MOU shall remain in force unless terminated by either Party. Either Party may terminate this MOU by giving three (3) months' written notice to the other Party.
- 7.2 In the event of termination of this MOU, any supplementary agreements may also be terminated in accordance with the termination provisions contained in such agreements.
- 7.3 This MOU may be amended only by mutual written agreement of the Parties.

ARTICLE VIII

TERM, TERMINATION, AMENDMENT NOTICES

Any notice or request required or permitted to be given or made under this MOU shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall have been delivered by hand, certified mail, courier, telex, or cable to the Party to which it is required to be given or made.

ARTICLE IX

REPRESENTATIONS

- 9.1 JRCCA represents that it is an organization in good standing duly organized under the laws of Cameroon, relating to NGOs.
- 9.2 MBENGWI COUNCIL is a municipal council created by the Government of Cameroon for ensuring municipal development

ARTICLE X

PRIVILEGES AND IMMUNITIES

Nothing in or relating to this MOU shall be deemed a waiver, express, or implied, of any of the privileges and immunities of the Cameroon government, including MBENGWI COUNCIL.

ARTICLE XI

ENTRY INTO FORCE

This MOU shall enter into force on the date it is signed by both Parties.

ARTICLE XII

FINAL PROVISIONS

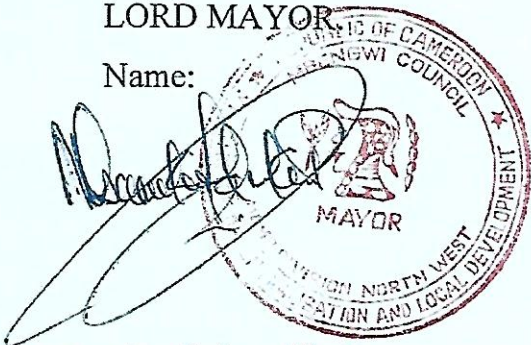
International law and national law of the USA and Cameroon are applicable, as warranted.

IN WITNESS WHEREOF,
the duly authorized
representatives of the Parties
affix their signatures below.

**For the MBENGWI
COUNCIL:**

LORD MAYOR

Name:



Tebe Bestrice M. IV

Name:

PRESIDENT Comfort Ticha

For J RFIUSA:

