



THE REPUBLIC OF UGANDA

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made this 25th day of JANUARY 2017.

BETWEEN

The **OFFICE OF THE AUDITOR GENERAL** of the Republic of Uganda of Audit House, Plot 2C, Apollo Kagwa Road, P.O. Box 7083, Kampala, Uganda (herein after referred to as the "OAG") of the one part,

AND

The **INSPECTORATE OF GOVERNMENT** of Jubilee Insurance Centre Building, Plot 14, Parliament Avenue, P.O. Box 1682, Kampala, Uganda (herein after referred to as the "IG") of the other part,

AND

The **PUBLIC PROCUREMENT AND DISPOSAL OF ASSETS AUTHORITY** of UEDCL Towers, Plot 37, Nakasero Road, P.O. Box 3925 Kampala, Uganda (herein after referred to as the "PPDA") of the other part:

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WHEREAS:

- 1 The OAG, IG and PPDA (hereinafter jointly referred to as "the Parties") intend to establish a framework for joint and mutual cooperation, to facilitate the exchange of information between the institutions.
- 2 The Parties intend to assist each other to the full extent permitted by the laws, regulations and rules of their respective mandates.
- 3 The Parties intend to actively pursue legal changes that are identified as necessary to enhance the performance of their rights and obligations under this MOU, and will keep each party informed on any developments
- 4 This Memorandum of Understanding (MOU) sets out in writing the Parties' understanding as to the practical modalities of their working relations and is not intended to modify or create any obligation contrary to the legal and policy framework of any of the Parties and their respective mandates. In the event that there is any inconsistency between this MOU and the legal and policy framework of any of the Parties, the latter shall take precedence.

In consideration of the foregoing and the terms and conditions set forth herein:

THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS FOLLOWS:

ARTICLE 1

TERM AND INTENTION

- 1.1 This MOU will take effect on the date of its execution by all the Parties and shall continue in effect until termination by any one of the Parties in accordance with the procedure laid out herein.
- 1.2 The Memorandum of Understanding ("MOU") sets forth the Parties' statement of intent to establish a framework for mutual assistance and to facilitate the exchange of information between the parties.

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- 1.3 The parties intend to assist each other, under this MOU, to the extent permitted by the laws, regulations and rules of their respective mandates.
- 1.4 This MOU does not create any binding legal relations upon the parties or impose any legal obligations on them.
- 1.5 The parties intend to pursue any legal changes when identified as necessary to enhance performance of the MOU and will notify each other on the developments.
- 1.6 The parties acknowledge that the collaboration that they seek to foster will facilitate the realization of their shared aim of contributing to the strengthening of public accountability and adherence to public procurement procedures by public officers.
- 1.7 In keeping with the administrative nature of this arrangement, no provision of this MOU shall be construed so as to interfere in any way with the autonomous and independent decision making of the parties with regard to their respective affairs and operations.

ARTICLE 2

TERMS OF COOPERATION

- 2.1 With the view of facilitating the effective discharge of their respective mandates, the parties will cooperate closely, as appropriate with each other and consult each other on matters of interest on the basis of reciprocity and upon request as deemed appropriate by the Heads of Institution.
- 2.2 The Parties may identify and organise parallel or joint assessment, audit or investigation teams; comprising of staff, consultants of three or more members when desirable.
- 2.3 The Parties may engage in technical assistance that includes, but is not limited to; training, benchmarking, staff secondment, policy formulation and development that enhance the performance and operations of the parties.
- 2.4 Collect and share information on follow-up on the implementation of recommendations shared by either party to facilitate periodic reporting on the impact of their work.

[Signature]

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- 2.5 Assist in collecting technical information that may be necessary in delivering any assignment and any requests of such nature shall be made in writing.

ARTICLE 3

REPORTING

- 3.1 The reporting framework for any joint assessment, audit or investigation shall be guided by the Constitutional mandate and statutory obligations of the parties, who will work together in a timely and cost effective manner to fulfill the objectives of this MOU.
- 3.2 At a strategic level, the Auditor General will take the lead in any audit or investigation that the parties sanction and the information gathered during the course of the audit or investigation will be mutually shared amongst the parties.
- 3.3 At the operational level, the team leader appointed will directly share information with the institutional heads in respect of an intended or on going audit or investigation.

ARTICLE 4

CONFIDENTIALITY

- 4.1 The parties undertake that the information provided by either party to the other shall be treated with utmost confidentiality pursuant to this MOU, and any other matter arising during the operation of the MOU shall be accorded protection and confidentiality similar to that accorded to the information obtained under the auspices of this MOU.
- 4.2 The information received from the other party during the performance of this MOU will be used solely for purposes of meeting their obligations under the MOU and that neither of the parties shall disclose non-public information without the prior written authorization of the party that owns such information.
- 4.3 The obligation for confidentiality remains a continuing obligation even after the expiry or lapse of the MOU.

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ARTICLE 5

MONITORING COMPLIANCE

- 5.1 The parties hereto shall each appoint a focal person or persons in writing to be the principal point of contact between them, to monitor compliance with the MOU and ensure the efficiency and effectiveness of the coordination and exchange of information between the parties. Either party may change its principal points of contact by giving written notice to the others.
- 5.2 The Parties will have an annual general meeting to discuss issues pertaining to this MOU. The meeting will be chaired by one of the parties on a rotational basis, and minutes will be formally recorded.
- 5.3 The parties agree to give periodic updates to each other on the development of their mandates as is relevant to the MOU.

ARTICLE 6

MAINTAINING EXISTING STATUTORY AUTHORITY AND OBLIGATIONS

- 6.1 Each party to this MOU retains all rights and obligations under existing Acts and regulations, and this MOU will not restrict the supervisory and functional prerogatives of any party.
- 6.2 Nothing in this MOU shall be deemed to restrict, enlarge, or otherwise modify the respective jurisdictions of the parties. Neither this MOU, nor its termination, shall affect the rights and obligations of the parties under applicable Acts or be deemed an interpretation of such Acts or regulations.

ARTICLE 7

ASSIGNMENT

- 7.1 No part of this MOU shall be assigned, in whole or in part by the parties in respect of their responsibilities, except with prior written consent of the others.

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ARTICLE 8

AMENDMENT

- 8.1 Any changes, modifications or amendments to this MOU shall be made only by mutual agreement in writing between the parties hereto and such changes, modifications or amendments shall become an integral part of this MOU.

ARTICLE 9

TERMINATION AND CONTINUITY OF OBLIGATION

- 9.1 Either party to this MOU may terminate the same by giving the other (3) three months written notice of its intension to do so.
- 9.2 The termination will take effect, on agreement of the parties within a period of three months from the date of service of the notice.
- 9.3 A party that terminates the MOU will continue to perform its outstanding obligations until the completion of such outstanding obligation.

ARTICLE 10

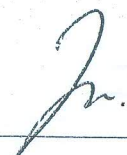
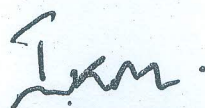
FINANCIAL ARRANGEMENTS

This MOU shall not impose any financial obligations on the parties, but each party will be responsible for the costs it incurs in its own interest related to the support of the MOU.

ARTICLE 11

DISPUTE RESOLUTION

The parties undertake to amicably resolve any disagreement or dispute arising out of the interpretation or execution of this MOU. In the event that the dispute is not resolved after the mutual agreement procedures; the dispute may be referred to arbitration in accordance with Arbitration and Conciliation Act, Cap. 4, Laws of Uganda.



ARTICLE 12

FORCE MAJEURE

If any party to this MOU is prevented from implementing its obligations due to civil strife or any unforeseeable natural or technological calamities, the operation of this MOU will be suspended until the said events are resolved.

ARTICLE 13

NOTICES

Any notice or request required or permitted to be given under this MOU shall be in writing and shall be given at each party's address set out above or as amended from time to time by notice to the others.

IN WITNESS WHEREOF the duly authorized representatives of the parties hereto have set their respective hands/seals, the day and year first above mentioned

Signed for and on behalf of OAG by the said,

JOHN F.S. MUWANGA



.....
AUDITOR GENERAL

In the presence of;

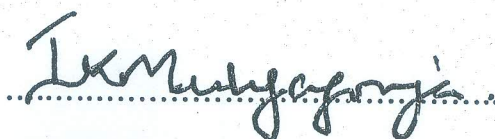
FRANCIS MASUBA



.....
ASSISTANT AUDITOR GENERAL- CORPORATE

Signed for and on behalf of IG by the said,

IRENE MULYAGONJA KAKOOZA



.....
INSPECTOR GENERAL OF GOVERNMENT

In the presence of

ROSE N. KAFEERO

.....*Rose N. Kafeero*.....

SECRETARY TO THE INSPECTORATE

Signed for and on behalf of the PPDA by the said,

CORNELIA K. SABIITI

.....*CK Sabiti*.....

EXECUTIVE DIRECTOR

In the presence of

UTHMAN SEGAWA

.....*U. Segawa*.....

DIRECTOR LEGAL & INVESTIGATIONS