



Advancing Child Rights and Protection



MEMORANDUM OF UNDERSTANDING

BETWEEN

NATIONAL COMMISSION FOR CHILDREN

AND

**COLLECTIF DES LIGUES ET ASSOCIATIONS DE DÉFENSE DES DROITS DE L'HOMME AU
RWANDA**

**FOR COLLABORATION IN THE FIGHT AGAINST TEENAGE PREGNANCY AND ANY
OTHER KIND OF CHILD ABUSE**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is entered into between:

NATIONAL COMMISSION FOR CHILDREN (hereinafter referred to as “**NCC**”) located in the City of Kigali, Gasabo District, Remera Sector-Kisimenti, Sunrise House, 3rd Floor, P.O. Box : 4460, Tel: +250 787 397 560, Email: info@ncc.gov.rw, website: www.ncc.gov.rw, represented by **Dr. UWERA KANYAMANZA Claudine, the Executive Secretary**;

And

COLLECTIF DES LIGUES ET ASSOCIATION DE DÉFENSE DES DROITS DE L'HOMME AU RWANDA (hereinafter referred to as “**CLADHO**”), registered by Rwanda Governance Board (RGB) under registration certificate N° 04/2012 of 17/02/2012 and located in the City of Kigali, Gasabo District, Remera Sector, represented by **Mr. SEKANYANGE Jean Leonard, Chairman**.

WHEREAS:

- NCC is a public institution responsible for enhancing child rights by coordinating, implementing, overseeing and monitoring the child protection system to give Rwanda's children the opportunity to develop into productive and responsible citizens under the guidance of the Ministry of Gender and Family Promotion;
- CLADHO is an umbrella of human rights organizations in Rwanda, with the mission to promote, protect and defend human rights in Rwanda;
- Both parties want to enhance their collaboration in child rights protection.

NOW, THE PARTIES HEREBY AGREE AS FOLLOWS:

Article 1: Purpose of the MoU

The purpose of this MoU is to formalize collaboration between the NCC and CLADHO to fight against teenage pregnancy and any other kind of child abuse.

Article 2: Mutual Commitments and Responsibilities of the Parties

Both parties agree to:

- Collaborate in the implementation of programs and activities aimed at ending early pregnancy for children under 18 years and any other form of child abuse, sexual abuse and child exploitation in Rwanda through social and legal protection;
- Mobilize funds for supporting young mothers;
- Keep each other informed of all relevant activities regarding this MoU and hold consultations on regular basis as a means of monitoring and evaluating the progress in the implementation of the MoU;
- Revise and develop new collaborative initiatives for prospective and future joint activities as shall be deemed necessary from time to time;
- Jointly exchange information and written or electronic documentation regarding the programs under implementation;
- Conduct deep research on the child rights abuse and teenage pregnancy;
- Facilitate, advise, advocate for and propose the project of laws and regulations protecting children from any abuse, exploitation and pregnancy at early age;
- Advocate before public and private institutions for social and legal protection of victims of child abuse and teenage pregnancy;
- Undertake any other related activity in the interest of both parties with regard to this MoU without contradicting the laws and regulations governing the establishment and functioning of both signatories of this MoU.

Article 3: Individual commitments and responsibilities of the Parties

3.1. Commitments and responsibilities of NCC

NCC agrees to:

- Provide to CLADHO guiding tools in the field of child rights;
- Invite CLADHO in core meetings related to child rights;
- Hold monthly coordination meeting with CLADHO;
- Facilitate and provide support in mobilization of funds for organizing dialogues at national and grassroots levels on child rights and fighting against early pregnancy;

- Participate in providing trainings, study tours and other events in the field of child rights protection, teenage pregnancy, Sexual and Gender-based violence (SGBV), social and legal protection for victims of early pregnancy.

3.2. Commitments and responsibilities of CLADHO

CLADHO agrees to:

- Provide legal, technical and financial support where necessary and possible for joint activities in the domain of child rights protection and teenage pregnancy prevention;
- Provide quarterly reports to NCC on supported victims of early pregnancies;
- Organize awareness campaigns on child rights protection and teenage pregnancy prevention and provide report to NCC;
- Identify capacity building needs and design capacity building plans for CSOs to increase their skills in child rights and teenage pregnancy prevention.

Article 4: Duration of this MoU

This MoU is valid for a period of two (2) years renewable, with immediate effect from the date it is signed by both parties.

Article 5: Financial terms

Financial terms and conditions related to programs developed jointly and implemented under this MoU shall be determined on case by case basis and shall be defined and incorporated within the program's contract.

Article 6: Administrative considerations

Both parties agree to call meetings for the purpose of exchanging views, information sharing, recommendations or facilitating any other interaction leading to the better performance of the partnership.

Article 7: Intellectual property rights

Any intellectual property rights owned by the party before the date of this MoU shall remain the property of that particular party. However, any intellectual property rights created during the course of this collaboration will be owned by both parties as a matter of principle.

In all activities narrated under this MoU in connection with publications and seminar presentations, all parties will be appropriately acknowledged.

Article 8: Amendments

This MoU may be subject to amendments through a written agreement signed by the representatives of the parties.

Article 9: Termination of this MoU

Either party may terminate this MoU at any time, in whole or in part, upon written notice to the other party, whenever it is determined that either party has failed to comply with the terms and conditions of the MoU and has failed to address the said breach within 30 days of notification.

This MoU may also be terminated at any time in whole or in part by mutual written consent of the parties.

Article 10: Disputes Settlement

Any dispute between the parties arising out of the interpretation or implementation of this MoU shall be settled amicably through consultation and negotiation between the Parties. In the event that, after thirty (30) days, the amicable settlement of a dispute fails, either party shall be at liberty to exercise its option to terminate this MoU.

Article 11: Governing Law

- i. This MoU shall be governed by and construed in accordance with the laws of the Republic of Rwanda.
- ii. The Parties further agree that if the provisions of this MoU are inconsistent with the effective laws of the Republic of Rwanda, the inconsistent provision shall be amended and brought in conformity with the law.

- iii. Invalidity of one or more provisions or articles of this MoU shall not invalidate any other provisions or the MoU as a whole. If a provision is found to be invalid or contravenes national legislation, the parties will agree on amendment of the provision.

Article 12: Entire Agreement and Severability

This MoU constitutes the entire agreement of the parties regarding the subject matter hereof, and supersedes all prior agreements and understandings between the parties with respect to the subject matter hereof.

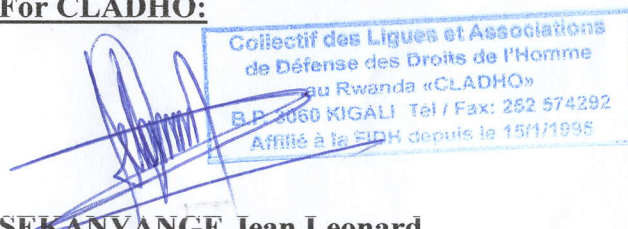
IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective parties, have signed and sealed this MoU.

For NCC:



Dr. UWERA KANYAMANZA Claudine
Executive Secretary

For CLADHO:



SEKANYANGE Jean Leonard
Chairman