



**MINISTRY OF ENVIRONMENT**  
**P.O. BOX 3502 KIGALI**

**The Adaptation Fund Board**  
 1818 H Street NW  
 MSN N7-700  
 Washington DC, 20433  
 USA  
 Email: [afbsec@adaptation-fund.org](mailto:afbsec@adaptation-fund.org)

**Subject: Notification of Project start for Reducing Vulnerability to Climate Change in North West Rwanda through Community Based Adaptation (RV3CBA)**

This letter is to inform you that the project to implement the grant proposal for project scale-up grant approved by the Adaptation Fund Board on 13<sup>th</sup> November 2019 has officially been started on 1<sup>st</sup> September 2020 by the signing of a Memorandum of Understanding between Rwanda Green Fund FONERWA and the Ministry of Environment following the final Co signature of the Scale up Grant agreement by the Ministry of Finance and Economic Planning on 11<sup>th</sup> August 2020.

Details of the project are provided below:

**Implementing Entity:** Ministry of Environment (MoE) through Rwanda Green Fund (FONERWA) as  
 Per attached MoU

**Country:** Rwanda (Northern and Western Provinces of Rwanda)

**Project Description:** Grant to support the scaling up of climate change adaptation technologies that were tested during the Project "Reducing Vulnerability to Climate Change in North West Rwanda through Community Based Adaptation: RV3CBA". The project's achievement expected to be scaled up are enhancing capacities of local communities to access climate finance, deal with flooding through progressive and radical terraces establishment as well as building resilience of the targeted beneficiaries in the project intervention areas through development of off farm income generating activities.

**Project Start Date:** 1<sup>st</sup> September 2020

**Expected Project Completion Date:** December 2021

Sincerely



**Patrick KARERA**  
 Permanent Secretary  
[pkarera@environment.gov.rw](mailto:pkarera@environment.gov.rw)  
 +250789414092

**Cc:**

- Hon. Minister of Environment
- Chief Executive Officer/FONERWA

**KIGALI**



**MINISTRY OF ENVIRONMENT  
(MoE)**



**NATIONAL FUND FOR ENVIRONMENT  
(FONERWA)**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**MINISTRY OF ENVIRONMENT  
(MoE)**

**AND**

**NATIONAL FUND FOR ENVIRONMENT  
(FONERWA)**

**SEPTEMBER 2020**

**01 SEPT 2020**

This Memorandum of Understanding (hereinafter referred to as "MoU") is entered into between Ministry of Environment (hereinafter referred to as "MoE") with its head office in Kigali City, Rwanda, [www.environment.gov.rw](http://www.environment.gov.rw), P.O. Box 3502 Kigali, represented by KARERA Patrick, the permanent Secretary, on one part;

And

The National Fund for Environment ((hereinafter referred to as "FONERWA"), represented by Mrs. Teddy MUGABO MPINGANZIMA, the Chief Executive Officer, with its head office in Kigali City, Rwanda, at Career Centre, KG 541 St; [www.fonerwa.org](http://www.fonerwa.org)

## **PREAMBLE**

**Pursuant** to the grant agreement of 11th August 2020 between the Adaptation Fund Board, MoE and the Ministry of Finance and Economic Planning

**Given** that the Government of Rwanda through the Ministry of Environment has received 10M\$ from Adaptation Fund to reduce vulnerability to Climate Change in North West Rwanda through Community Based Adaptation (RV3CBA);

**Given** that RV3CBA achieved commendable Climate resilient impacts that improved the lives of Beneficiaries in the Project area;

**Given** that the MoE has received 99,000 USD as a Grant to Support the Development of a Scale-Up plan for reducing vulnerability to Climate Change in North West Rwanda through Community Based Adaptation (RV3CBA);

**Given** that FONERWA has embarked in the Preparation of a Project Proposal for climate adaptation in the same Volcanoes region under NDC Deep Dive Project;

**Given** that Proposals to be developed under Deep Dive Project lack of livelihood component which is the focus for the scale up proposal under Adaptation Fund;

**Pursuant** to the resolution of the Meeting held 9<sup>th</sup> July, 2020 that recommended to develop an integrated Project including the livelihood component and that FONERWA will be the lead Institution from Integrated ToRs Development, Procurement processes and joint monitoring of feasibility studies to be carried out by hired Consultants;

Considering that development of an integrated and comprehensive Project proposal would significantly promote climate resilience and enhance capacities of Local communities to scale up climate change adaptation technologies that were tested during implementation of RV3CBA Project;

Considering that both parties through cooperation can strengthen effective delivery on their respective missions and the national as well as global sustainable development agenda.

**NOW THEREFORE**, the parties have agreed as follows:

**Article One: Objective of this MoU**

This MoU establishes a formal working collaboration and partnership between MoE and FONERWA whereas FONERWA will implement the project on behalf of Ministry of Environment and ensure that feasibility studies are conducted to inform Project proposal development in the North West Volcanoes Region;

**Article 2: Areas of Cooperation**

In accordance with the objective of this MoU, the parties agree to cooperate, in the following areas as provided by the Grant agreement:

**Development of a full Project proposal that will be informed by:**

- a) A Vulnerability assessment of the Region;
- b) A Gender engagement analysis;
- c) A Stakeholders engagement analysis and
- d) Thorough consultations with targeted co-financing and private sector operators;
- e) Training of Experts on climate resilient adaptation technologies to ensure sustainability of Project interventions.

**Article 3: Responsibilities of the parties**

Both parties shall individually ensure the implementation of the MoU in a fair, smooth and successful manner.

**3.1 Responsibilities of MoE**

Under this MoU, MoE shall have the following responsibilities:

- a) To Provide Draft Terms of Reference for the studies under the Livelihood component;
- b) To provide information, data or any other required technical support to FONERWA and the consultant conducting the study;
- c) To transfer to FONERWA bank account number 1000056541 opened in the National Bank of Rwanda, the funds not exceeding Ninety-nine thousand US Dollars (USD 99,000) for implementation of this MoU;
- d) To work closely with FONERWA and provide full support whenever required;

- e) To perform any other obligation that can arise up during the implementation of this MoU if it is in their competence and capacity.

### **3.2. Responsibilities of FONERWA**

Under this MoU, FONERWA shall have the following responsibilities:

- a) To conduct procurement processes and contract management of the study;
- b) To pay the consultant after assessing his/her performed services
- c) To provide administrative coordination of the study under the Grant agreement;
- d) To provide to MoE supporting documents related to the disbursement of the transferred funds/amount;
- e) To comply with the provisions of the Project Scale up grant agreement of 11/08/2020 requirements and obligations in regard to the management and use of the funds and implementation of the project using the Funds transferred and prepare the required reports accordingly;
- f) To return to MoE the unused funds or balances after the study.

#### **Article 4: Management of this MoU**

The following persons shall be responsible for administration of this MoU on behalf of parties:

- MoE designates the Program Manager under MoE SPIU as focal point, for the successful implementation of this MoU.
- FONERWA designates the Resources Mobilization Division Manager as focal point, for the successful implementation of this MoU.

#### **Article 5: Legal Quality of the MoU**

The parties acknowledge that this MoU is non-binding agreement and gives rise to no legal obligation on either party.

#### **Article 6: Confidentiality clause**

The parties shall keep all information related to this MoU confidential and shall not, without the prior written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the MoU, whether such information has been furnished prior to, during or following completion or termination of this MoU.

#### **Article 7: Effectiveness**

This MoU becomes effective on the date, when signed by both parties and shall remain in full force and effect within the period of partnership unless cancelled according to the terms set forth herein.

### **Article 8: Amendment**

No modification of or change in this MoU, waiver of any of its provisions or additional provisions shall be valid or enforceable unless previously approved in writing by the parties or their duly authorized representatives in the form of an amendment to this MoU duly signed by the parties hereto.

### **Article 9: Disputes Resolution**

Any dispute or differences between the parties arising out of this MoU shall be settled amicably by submitting such a dispute to a panel of senior representatives of the Parties to consider and resolve the Dispute. Each senior representative serving on such panel shall have full authority to settle the Dispute.

In case negotiations fail to reach the desired solution within Fifteen (15) days, each party reserves the right to terminate this MoU by giving Fifteen (15) days' notice of the same.

### **Article 10: Fairness**

In entering into this MoU, the parties agree and hereby declare their intention that the MoU shall operate between them with fairness without damage to the interest of any of them.

The parties intend to use their best efforts in good faith to work together to achieve the MoU objectives.

In the event that one party engages itself in activity not covered by this MoU for the benefit of other, it can under no circumstances claim any payment for it or get it honored by any other means unless it has been agreed in advance and in written form by both parties.

### **Article 11: Duration and termination**

This MoU shall be concluded for a period of Sixteen (16) months that has retro-active effect from 1<sup>st</sup> September, 2020 unless terminated earlier or extended by consent of the parties in an executed addendum to this MoU.

This MoU by written notice may be terminated by any party in whole or in part, at any time for convenience purposes or for its breach. The notice period shall be thirty (30) calendar days.

### **Article 12: Implementation of this MoU**

Parties hereby agree that this MoU shall be implemented in accordance with existing Rwandan laws and regulation in force in particular on use of government and project funds.

### **Article 13: Notice and requests**

Any notice or request required or permitted to be given or made in accordance with this MoU shall be in writing. Notices or requests shall be deemed to be duly given or made when delivered by hand, registered mail or facsimile to the party to which it is required to be given or made, at such party's

address specified below or at such other address as the party shall have specified in writing to the party giving such notice or making such request.

For MoE

**Ministry of Environment (MoE)**  
**Kigali City, RWANDA**  
**Nyarugenge Pension Plaza,**  
**near Sopetrad Petrol Station**  
**P.O. Box 3502 Kigali, Rwanda**  
**Email: [info@environment.gov.rw](mailto:info@environment.gov.rw)**  
**Web: [www.environment.gov.rw](http://www.environment.gov.rw)**

For FONERWA

**Career Center Building, KG7, Kimihurura**  
**National Fund for Environment (FONERWA) |.**  
**P.O. Box 7436 Kigali-Rwanda |**  
**Tel: (+250) 252 580 769 |**  
**Email: [info@fonerwa.org](mailto:info@fonerwa.org) |**  
**Website: [www.fonerwa.org](http://www.fonerwa.org)**

Any party may, by notice to other party, change its chosen address to another physical address and such change shall take effect on the fifth (5<sup>th</sup>) day after the date of receipt by the other party.

**Article 14: Entry to Force**

This MoU comes into force on the date of its signature by both parties and it takes effect as of 1<sup>st</sup> September, 2020

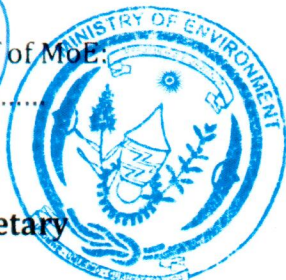
**IN WITNESS WHEREOF** the parties to this MoU through their duly authorized representatives have executed this MoU on the days and date set out below, and certify that they have read, understand, and agreed to the terms and conditions of this MoU.

For and on Behalf of MoE:

  
.....  
**Patrick KARERA**  
**Permanent Secretary**


Date...../...../2020

Place.....



07 SEPT 2020

For and on Behalf of FONERWA:

  
.....  
**Teddy MUGABO MPINGANZIMA**  
**Chief Executive Officer**

Date...../...../2020

Place.....



07 SEPT 2020