Between Diocese and Church in America -Execute 2 copies

TANZANIA WATER WELL INITIATIVE

This Memorandum of Understanding ("MOU") is by and between the Anglican Diocese of Dar Es Salaam ("Diocese of Dar Es Salaam"), Moshi and Arusha Streets, P.O. Box 25018, Dar es Salaam, United Republic of Tanzania, East Africa, and Christ Episcopal Church ("Christ Church"), 1430 N. Mound, Nacogdoches, Texas 95961, United States of America ("USA"), a member of the Episcopal Church USA and a congregation in the Diocese of Texas. As used in this MOU, the term "Party" shall mean either the Diocese of Dar Es Salaam or Christ Church, and "Parties" shall mean the Diocese of Dar Es Salaam and Christ Church.

1. Background

Tanzania has had steady economic growth since the mid-1990s, and its population has grown from 12.3 M (first, post-independence census in 1976) to around 46.9M today (July 2012 estimate). However, Tanzania is still one of the poorest countries in Africa and the world, with more than 80 percent of its population living in unimproved rural areas without an adequate, safe water supply for domestic use and sanitation. Water is a basic human need and access to clean, safe water is essential for addressing poverty and health problems related to water-borne, water-related diseases due to the use of contaminated water.

The goal of the Government of Tanzania ("Government") is to provide equitable access to a sustainable and safe water supply for all of its population. However, due to increased economic activities and the delivery of social activities that utilize water in one way or another, delivery and supply of water has become a burden that the Government cannot meet alone at this time. In response, the Government has been encouraging/inviting private investment in the development and delivery of water supply services to the citizens of Tanzania.

2. Purpose/Mission

The Diocese of Dar Es Salaam and Christ Church, as members of the worldwide Anglican Communion, are seeking to be faithful to God's calling in Jesus Christ to outreach and minister to the world around them. The relationship between the Parties began in 2011 when the Most Rev. Dr. Valentino Mokiwa was a guest speaker at Christ Church and had discussions with the rector, Rev. Howard Castleberry, regarding potential projects of mutual interest. The Parties believe that providing clean and safe drinking water is an opportunity not only to help meet a critical need of many Tanzanians living in the Dar es Salaam and Coast regions (an area of 18,600 square kilometers, approximately 11,558 square miles) but also to minister by action/deed to those who may not have heard/experienced the Good News. Hence, the Parties have agreed to partner on an initiative to drill water wells for the citizens of Tanzania in rural villages ("Tanzania Water Well Initiative"), with the goal, contingent upon the availability of financial and other resources, to drill one well per month over a five year period and provide fresh water to an estimated 100,000 individuals.

3. Initiative Infrastructure/Sustainability

In order for the initiative to be successful, the Parties understand that financial, logistical, political, and social issues must be addressed. The Government and local officials must be supportive of and involved. The Parties also understand that it is of critical importance for the

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village leaders and community members to be informed and engaged in all stages of the well drilling project and that the village will assume ownership once the well construction is completed, with responsibility to manage, maintain, and protect its drinking-water system and provide access and equitable use to all community members regardless of race, religion, gender, political persuasion or status within the community.

To support the initiative, Christ Church formed an advisory committee that also includes persons with experience in water well drilling and international projects. Christ Church purchased and arranged shipment of the portable water well drilling rig, accessories, and supplies from the Port of Houston, Texas, to the Port of Dar es Salaam, Tanzania, and paid the shipping costs and associated fees (customs, inspection, etc.). Christ Church also arranged and funded training for the lead driller sent by the Diocese of Dar Es Salaam leadership to Texas. In response, and as of June 1, 2013, the Diocese of Dar Es Salaam has completed one well, with another in progress.

In order to ensure sustainability of the initiative in the future, the Parties agree that a written plan for the on-going financial and logistical support of this initiative shall be developed as a shared responsibility between the Parties. To formally document its commitment to the initiative, the Diocese of Dar Es Salaam agrees to adopt a resolution at its next diocesan council indicating its approval and acceptance of the terms and conditions of this MOU. In addition, prior to beginning any well construction project, the Parties will concur on the proposed site and no project will be implemented until the required financial and other resources are available.

4. Responsibilities of the Parties

- A. The Diocese of Dar Es Salaam shall take the following actions under this MOU:
 - 1. Appoint an official contact who will act as spokesperson/liaison.
 - 2. Consult with national government and local officials to identify potential well sites and obtain required permissions and permits.
 - 3. Employ/oversee the lead driller who will keep well construction reports.
 - 4. Obtain the written agreement of the village leaders ("Letter of Commitment") and involve the community in all aspects of the project, including site selection and assistance to the lead driller and other members of the project team.
 - 5. Provide training in site and well inspection/monitoring, water quality testing and disinfection, and pump maintenance.
 - 6. Identify a local supplier for drilling equipment spare parts, casing pipe, etc. if possible to eliminate the added costs to import materials.
 - 7. Provide periodic written reports to Christ Church and other interested parties regarding the status of the initiative, including number of wells constructed, locations, and financial.
 - 8. Seek funding from other sources for the initiative to supplement the funding to be provided by Christ Church.
- B. Christ Church shall take the following actions under this MOU:
 - 1. Appoint an official contact who will act as spokesperson/liaison.
 - 2. Subsidize the pay for the lead driller (with the amount agreed upon by the Parties) for each well drilled that meets specified criteria.

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- 3. Provide supplemental funding for additional supplies (equipment spare parts, casing pipe, pumps, etc.) on an as needed basis, with the amount to be mutually agreed upon in advance.
- 4. Provide technical advice to help solve problems related to well construction and pump maintenance.
- 5. Keep parishioners, donors, and other interested parties informed of initiative status, including wells completed, locations, and financial.
- 6. Continue on-going fund raising and promotional efforts, including, if feasible, an annual trip to Tanzania to meet with diocesan representatives and visit well construction sites.

5. Term/Effective Date/Termination

This MOU will be effective for a term ("Term") of five (5) years beginning on the date when the last Party signs. At the end of the Term, the Parties will mutually decide whether or not to continue for another defined term or to discontinue the initiative, with the Diocese of Dar Es Salaam to assume all responsibility for further endeavors.

While both Parties agree to make a good faith effort to meet their commitments under this MOU, either Party may terminate this MOU at any time during the Term by giving sixty (60) days advance notice of its intent to terminate in writing to the other Party stating the reason. If the MOU is terminated before the end of the Term, the Parties will execute a written agreement as to the disposition of the water well drilling rig, accessories, and supplies.

6. General Provisions

- A. Entire Understanding. This MOU constitutes the entire understanding of the Parties.
- B. Amendments. This MOU may be amended only by a written amendment signed by the authorized representatives of the Parties, and shall be effective as of the date stipulated therein.

AGREED AND ACCEPTED by the authorized representatives of the respective Parties as of the dates written below.

On behalf of the Anglican Diocese of Dar Es Sa	laam /
By: + Valpr - Du to Safa	By: Balue
Name: BISHOP VALENTINE MOKIWA	Name: BERNARD NGATUNGA
Title: DIOCESAN BISHOP	Title: DIOCESAN REGISTRAR
Date: 16/7/2013	Date: 16/07/2013
On behalf of Chast Episcopal Church	
Ву:	By:
Name: Howard Castleberry	Name:
Title: Revid, Rector	Title:
Date: $17 - 7 - 2013$	Date: