



MURANG'A WATER & SANITATION CO. LTD.



MEMORANDUM OF UNDERSTANDING

BETWEEN

[WONDERKID MULTIMEDIA LTD]

AND

MURANGA WATER AND SANITATION COMPANY (MUWASCO)

DATE: 9TH MARCH 2015

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU"), effective as of 9th March 2015 ("Effective Date"), reflects the common understanding among Wonderkid Multimedia Ltd, 3th Floor Office Suites, Westlands, Nairobi, P.O Box and its assigns ("Wonderkid Multimedia") and Muranga Water and Sanitation Company (Muwasco) of P.O Box 1050-10200, Muranga, its assigns ("Muwasco") and together with the Wonderkid Multimedia Ltd called the "parties" and each a "party").

RECITALS

- (a) *WHEREAS*, Wonderkid Multimedia Ltd has a firm foundation working on the Africa continent developing innovative ICT solutions for government and private agencies alike.
- (b) *WHEREAS*, Muranga Water and Sanitation Company aims to provide water and sanitation services to residents within the Muranga area.
- (c) *WHEREAS*, the parties desire to work jointly on project planning and implementation on the terms and conditions set out in this agreement.

1. Purpose and Scope

By entering into this MOU, the parties hereby agree to collaborate in joint project planning and implementation a mutually beneficial ICT solution comprising of Customer Complaints Management Module, Mobile Field Assistant and Self Meter Reading. Through this arrangement Wonderkid Multimedia Ltd and Muwasco shall combine respective skills and expertise to create a profile of areas of ICT solutions.

2. Duration

This MOU shall commence on the Effective Date and shall continue for a period of one (1) year, unless terminated earlier by either Wonderkid Multimedia Ltd or Muwasco giving to the other not less than one (1) month's written notice of termination.

3. Wonderkid Multimedia Ltd's Obligations

Wonderkid Multimedia Ltd shall undertake the following activities during the duration of this MOU:

- a) Provide the software to the Muwasco at zero cost
- b) Avail technical personnel to software customize, configure and install the solutions at the utility.
- c) Provision of implementation and training resources/skills/personnel in relation to the project
- d) Technical support and handholding for a period of three (3) months; and
- e) Wonderkid will avail five (5) test phones to enable the utility to pilot the MFA MMRS with field staff

4. Muwasco's Obligations

Muwasco shall undertake the following activities during the duration of this MOU:

- a) Assign a technical project team to liaise on project planning and implementation
- b) Utility will meet the costs to purchase additional mobile phones for the project.
- c) Expenses for operation of the mobile phones including data bundles and SIM cards, chargers and charging points where required

- d) Utility will avail selected staff for training for a period of 8 hours per staff (equivalent to a full day)
- e) In case of integration, the utility shall provide a competent team to support and guide on the integration of the MFA with their utility systems
- f) Host consumer awareness campaigns to sensitize the public on the services available
- g) Upon successful implementation of the solution the utility shall take up the responsibility for maintenance and support

5. Intentions of the Parties

- (a) On the basis of the intentions set out in this MOU, the parties shall obtain relevant corporate approvals from their Board/Management.
- (b) The parties acknowledge that essential terms required in order to establish this agreement are still being discussed and that the agreement would be subject to approvals of the senior management, accounting departments and legal departments of each party.
- (c) If the parties are unable to develop joint project proposals during the duration of this MOU, neither party will have any liability of any kind to the other party other than for non-compliance.

6. Costs and Expenses

- (a) Each party shall pay its respective costs for all consulting, legal and other expenses incurred by it in connection with the preparation, negotiation, execution and delivery of this MOU.

7. Confidentiality

Both parties shall not and hereby agree not to use, divulge or communicate to any person (other than those whose province it is to know the same and with prior written consent from the other party) any confidential information either concerning the contents of this agreement, all negotiations and communications between the parties, trade secrets or other confidential, technical or commercial information of the other party or any of its subsidiaries. This restriction shall apply both before and after the termination of this agreement but shall cease to apply to information or knowledge which may come into the public domain otherwise than through unauthorised disclosure by a party, or save to the extent required by law.

8. Termination

- (a) This MOU shall terminate upon the earlier of:
 - (i) On such other date as the parties may agree.
- (b) The termination of this MOU shall not affect continuing/accrued rights and obligations under this MOU.
- (c) Neither party shall be liable under this MOU for lost profits, or indirect or consequential damages except in cases of gross negligence or willful misconduct.

9. Interpretation

The headings in this MOU are for information only and shall not affect the meaning or interpretation of the provisions in this MOU.


10. Counterparts

This MOU may be entered into in the form of two counterparts, one executed on behalf of Wonderkid Multimedia Ltd, and the other executed on behalf of Muwasco. Each of the executed counterparts shall be deemed to be an original but, taken together, they shall constitute one instrument

11. General

- (a) Each of the provisions of this agreement are severable and distinct from the others and, if at any time one or more of these provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
- (b) This MOU is not intended to nor shall it create any rights, claims or benefits enforceable by any person who is not a party to it for the purposes of the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- (c) This agreement constitutes the entire agreement between the parties with respect of the matters dealt with herein and supersedes any previous agreements and understandings between the parties in relation to such matters.
- (d) Any amendment, modification or discharge of this agreement shall be valid after obtaining the consent of the other party.
- (e) Neither party shall be at liberty to assign or delegate or otherwise transfer any or all of its rights or obligations under this agreement without the consent of the other party.
- (f) This agreement shall be governed by and construed in accordance with the laws of Kenya and shall be subject to the exclusive jurisdiction of the Kenyan courts.
- (g) In the event of any dispute or difference arising between the parties to this agreement from or in connection with this agreement or its performance, construction or interpretation, such dispute or difference shall be referred to arbitration by a single arbitrator appointed in accordance with the provisions of the Arbitration Act, 1995 of the Laws of Kenya whose decision in relation to such dispute or difference shall be final and binding on the parties hereto

IN WITNESS whereof this MOU has been entered into the day and year first above written.

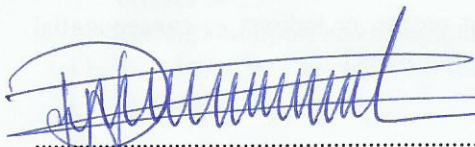

.....

Signed by **DICKSON MARIRA NDUNGU** for and on behalf of Wonderkid Multimedia (Kenya) Limited

Managing Director, Kenya

Date: 09/03/15




.....

Signed by **Eng. D. NG'ANG'A** for and on behalf of Muwasco

Managing Director

Date:

