



PARTNERSHIP AGREEMENT FORM

This Partnership Agreement Form ("Agreement") is made and entered into as of the effective date by and between:

Makanda Foundation

A registered non-governmental organization dedicated to empowering underprivileged communities in Kenya, with its principal office located at;

P.O Box 40100, Kisumu, Kenya.

Phone: +254 713 481 436

Email: info@makandafoundation.org

Website: www.makandafoundation.org

(Hereinafter referred to as "Makanda Foundation" or "the Foundation").

AND

Partner's Full Name or Company Name.....

Corporation

Individual

Organization

Address.....

Phone:

Email:

Website:

(Hereinafter referred to as "Partner").

WHEREAS, Makanda Foundation is committed to empowering communities through education, economic development, food security, and other humanitarian efforts;

AND WHEREAS, Partner wishes to collaborate with **Makanda Foundation** to contribute to the achievement of these humanitarian goals through sponsorship, donations, or other means of support.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, both parties agree as follows:

1. Purpose of the Agreement

The purpose of this Agreement is to formalize the partnership between **Makanda Foundation** and the Partner, **wherein** both parties will collaborate to support initiatives aimed at empowering underprivileged communities. The scope of the partnership is broad and will focus on the following areas of intervention:

Education Support:

The Partner will contribute towards providing education and scholarships for underprivileged children and youth in Kenya. This includes sponsoring primary, secondary, and tertiary education, as well as providing educational resources such as books, uniforms, and school supplies.

Health & Nutrition:

Partnering to contribute to food security programs, providing medical support, and ensuring access to essential health services for marginalized communities. The Foundation will provide support for nutrition programs to reduce hunger, and partner with local health centers for medical outreach.

Economic Empowerment:

Fostering economic development through funding job creation initiatives, vocational training, and support for local businesses. The Partner may help fund entrepreneurial programs for women, youth, and vulnerable populations.

Environmental Sustainability:

Supporting **Makanda Foundation's** programs aimed at environmental conservation and promoting sustainable practices such as tree planting, waste management, and renewable energy projects.

Social Justice and Advocacy:

The Partner's contributions will go towards advocacy campaigns that promote equal rights, justice for marginalized groups, and the empowerment of people with disabilities and other vulnerable populations.

2. Responsibilities of Makanda Foundation

Makanda Foundation will undertake the following responsibilities to ensure the successful implementation of this partnership:

Management and Oversight:

Makanda Foundation will take the lead in managing all funded programs and initiatives, ensuring they align with the mission and objectives outlined in this Agreement.

Transparent Utilization of Resources:

The Foundation will ensure that all resources provided by the Partner are utilized in line with the agreed purposes. Financial transparency will be maintained by adhering to strict accounting practices and standards.

Reporting and Accountability:

Makanda Foundation will provide regular reports, including financial statements, progress updates, and impact assessments, on a quarterly or annual basis as per the terms of the Agreement.

Recognition and Acknowledgment:

The Foundation will acknowledge the Partner's contributions in all promotional materials, including websites, social media, printed materials, and at events, as appropriate. The Partner will also be included in Foundation's annual reports and newsletters.

Legal and Ethical Compliance:

All activities will be conducted in full compliance with the laws of Kenya, as well as the internal policies of Makanda Foundation, which govern operational and ethical standards.

3. Responsibilities of the Partner

The Partner agrees to fulfill the following responsibilities:

Financial Contributions:

The Partner will provide financial support to **Makanda Foundation** in the form of sponsorship, donations, or grants as outlined in this Agreement. This includes contributions for child education, specific programs, or individual/family support.

Non-Monetary Support:

The Partner may also contribute non-financial resources, such as in-kind donations, expertise, materials, or personnel, to support Makanda Foundation's initiatives.

Adherence to Foundation's Guidelines:

The Partner agrees to respect **Makanda Foundation's** operational, ethical, and programmatic guidelines, ensuring that all actions are aligned with the Foundation's mission.

Cooperation with Monitoring & Evaluation:

The Partner will fully cooperate with the Foundation's monitoring, evaluation, and reporting procedures, providing any necessary data or facilitating access to ensure accurate assessment of the funded programs.



4. Sponsorship Opportunities

The Partner may choose from a variety of sponsorship opportunities, including the following categories:

1. Sponsor a Child's Education

The Partner can directly sponsor an individual child's education. The sponsorship will cover tuition fees, learning materials, uniforms, and any additional expenses related to the child's schooling.

2. Sponsor a Program

The Partner may choose to sponsor specific programs within Makanda Foundation, which may include:

- 
- a) *Masomo* Scholarship Program (providing full scholarships to underprivileged students)
 - b) Hunger Relief Programs (providing food aid to families and communities in need)
 - c) Job Creation Initiatives (funding training programs and entrepreneurial ventures)
 - d) PWD (Persons with Disabilities) Support Programs (creating employment opportunities and support services for persons with disabilities)
 - e) Environmental Sustainability Projects (supporting tree planting, water conservation, and other eco-friendly initiatives)
 - f) Social Justice and Advocacy Programs (funding campaigns for equality, justice, and rights for marginalized groups)

3. Sponsor an Individual or Family

The Partner may choose to sponsor the livelihood of an individual or family, offering comprehensive financial support for housing, healthcare, food, education, and other essential needs to help improve their living conditions.

4. Other

The Partner may specify additional forms of support, such as funding for infrastructure development, capacity-building workshops, emergency relief efforts, or any other area where the Partner believes their contribution can have an impact.

5. Financial Terms and Payment Schedule

The Partner agrees to provide financial contributions according to the following options:

One-time Contribution:

A single lump sum donation to support immediate needs or a specific project.

Weekly Contributions:

Regular weekly contributions to support ongoing programs and initiatives.

Monthly Contributions:

Monthly donations, ensuring the sustainability of long-term programs and projects.

Quarterly Contributions:

Contributions made every three months to provide consistent funding for programs.

Annual Contributions:

Donations made once a year, typically aligned with the Partner's fiscal calendar.



Other:

Any customized financial support structure agreed upon between the Partner and the Foundation.

The Foundation will provide the Partner with a detailed breakdown of how the funds are allocated and used, ensuring transparency and accountability.

6. Utilization of Resources

Resources provided by the Partner will be exclusively used for the specific programs and initiatives outlined in this Agreement. Makanda Foundation commits to:

Dedicated Fund Allocation:

All contributions will be allocated directly to the agreed programs, with a clear and transparent accounting process.

Transparency and Accountability:

The Foundation will provide financial and impact reports on the utilization of resources, ensuring that all funds are used for their intended purposes.

Impact Reporting:

Regular reports detailing the outcomes, successes, and areas for improvement in each program, as well as the overall impact of the partnership.

7. Term and Renewal

This Agreement will be effective for an initial period of 12 months, starting from the date of execution. Upon the expiration of this term, the Agreement may be renewed for successive periods of 12 months, subject to mutual agreement and continued availability of funds. The renewal process will begin at least 30 days before the expiration date.

8. Termination of Agreement

This Agreement may be terminated by either party under the following conditions:

By Mutual Agreement:

Both parties may mutually agree to terminate the Agreement, provided that written notice is given at least 30 days prior to the desired termination date.

Breach of Agreement:

Either party may terminate the Agreement if the other party breaches any material terms and fails to resolve the breach within 30 days of receiving written notice.

Insolvency or Legal Inability:

If either party becomes insolvent, files for bankruptcy, or is legally unable to fulfill its obligations under this Agreement, the Agreement may be terminated.

Upon termination, both parties will:

- i) Settle any outstanding financial or resource obligations.
- ii) Ensure any unused resources are returned or redirected as mutually agreed.

9. Dispute Resolution

In the event of any dispute arising from this Agreement, the following steps will be taken:

Informal Resolution:

Both parties will first attempt to resolve any dispute through informal discussions and negotiations.

Mediation:

If informal resolution fails, the matter will be submitted to an independent mediator for mediation within 30 days.

Arbitration:

If mediation does not result in a resolution, the dispute will be referred to binding arbitration under the laws of Kenya.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Kenya and the Constitution of **Makanda Foundation**. Any legal proceedings arising under this Agreement will be conducted in the relevant courts of Kenya, and both parties submit to the jurisdiction of such courts.

11. Miscellaneous

1. Amendments:

Any amendments, modifications, or supplements to this Agreement must be made in writing and signed by authorized representatives of both parties. These amendments shall become part of this Agreement upon execution by both parties.

2. Severability:

If any provision of this Agreement is found to be invalid, illegal, or unenforceable under applicable law, such provision will be modified or removed to the extent necessary to make the Agreement valid and enforceable, and the remaining provisions will remain in full force and effect.

3. Assignment:

Neither party may assign or transfer its rights nor may obligations under this Agreement without the prior written consent of the other party, except as be necessary for the fulfillment of the obligations outlined in this Agreement.

4. Independent Contractors:

The parties acknowledge that they are independent contractors. Nothing in this Agreement creates or shall be construed to create a partnership, joint venture, or employer-employee relationship between the parties.

5. Force Majeure:

Neither party will be liable for failure to perform its obligations under this Agreement if such failure is caused by circumstances beyond its reasonable control, including but not limited to natural disasters, acts of government, pandemics, or other unforeseen events.

12. Acknowledgment and Execution

By signing below, both parties confirm that they have read, understood, and agreed to all the terms and conditions set forth in this Agreement. This Agreement will become effective on the date of the last signature below.

For Makanda Foundation:

Name: _____

Title: _____

Signature: _____

Date: _____

For Partner

Name: _____

Title: _____

Signature: _____

Date: _____



This document represents the entire agreement between **Makanda Foundation** and **the Partner** and supersedes all prior understandings, agreements, or representations concerning the subject matter of this Agreement. Both parties are committed to working collaboratively for the empowerment of marginalized communities and to fulfilling the shared goals outlined in this Agreement.