

الصندوق الدفريقي لدعم التعاون اللامركزي الدولي African Support Fund for International Decentralized Cooperation

PARTNERSHIP AGREEMENT FOR THE FINANCING AND IMPLEMENTATION OF SERVICES RELATED TO .......

#### **PREAMBULE**

- ✓ Considering the provisions of the preamble of the Constitution of the Kingdom of Morocco aimed in particular at strengthening South-South cooperation,
- ✓ Considering the provisions of the Organic Laws of 2015 relating to Moroccan Local Authorities allowing them, in particular, to conclude partnership agreements with foreign local authorities and their groupings within the limits of their competence and in compliance with Morocco's international commitments,
- ✓ Considering the provisions of the laws governing African local authorities,
- ✓ Aware of the role of decentralized cooperation as a lever for sustainable and resilient development of territories and as a space for exchange of experiences, knowledge and know-how,
- ✓ Considering the provisions of the operating rules and calls for projects of the African Fund for the Support of International Decentralized Cooperation of Local Authorities,
- ✓ Considering that it is above all a question of setting up a lasting relationship, based on partnership, mutual respect and exchanges of good practices,
- ✓ Taking into account the roles and missions entrusted to the General Directorate of Territorial Communities in terms of technical support and financial assistance to Territorial Communities,
- ✓ Considering the decision taken by the Steering Committee of the African Fund during its meeting held on ......2024,
- ✓ Considering the deliberation N° ..... of the elected council of the Territorial Collectivity of (Morocco) dated ......
- ✓ Considering the deliberation N° ..... of the elected council of the Territorial Collectivity of (foreign) dated ......

# THE PARTNERS TO THIS PARTNERSHIP AGREEMENT UNDERTAKE TO RESPECT THE COMMITMENTS MADE BELOW

### Article 1. Purpose of the agreement

The purpose of this partnership agreement is to set the terms and conditions for financing and carrying out the project or action described in Article 2 below.

#### Article 2. Consistency

The project or action to be carried out is entitled "construction of 10 No. mechanized boreholes with overhead tanks" for a total cost of 587,610.40 Dh (Five hundred and eighty-seven thousand, six hundred and ten Moroccan Dirham).

#### Article 3. Duration of the services

The realization of the services subject of this partnership agreement is planned over a period of four (4) months. They will be started on March 2024 to be completed on July 2024.

## Article 4. Objectives to be achieved

The project or action covered by this partnership agreement aims to achieve the following objectives:

- c) To provide potable drinking water to persons in underserved communities by providing borehole facilities in ten (10) communities by end of July 2024.
  - Provide clean, safe and reliable drinking water to persons in Kokobeng, Akenkausu Islamic School, Adekuma, Kwagyina, Kubenta, Amagyei, Kwasiyanu Mosque, Achiase Agric, Aperade Rails and Akotonso
- d) To reduce incidence of typhoid fever and other water related illnesses by 50% by the end of December 2024.
  - Minimize vulnerabilities to water borne diseases in 10 communities by end of December 2024.

#### Article 5. Financing

The financial arrangement of the services subject of this partnership agreement, which amounts to 587,610.40 Dh (Five hundred and eighty-seven thousand, six hundred and ten Moroccan Dirham), is as follows:

- ✓ The DGCT, through the African Fund, participates with 352,566.24 Dh (Three hundred and fifty-two thousand, five hundred and sixty-six Moroccan Dirham)
- ✓ The Moroccan Territorial Authority participates up to 176,283.12 Dh (One hundred and seventy-six thousand, two hundred and eighty-three Moroccan Dirham)
- ✓ The African Territorial Collectivity participates up to 58,761.04 (Fifty-eight thousand, seven hundred and sixty-one Moroccan Dirham).

Article 6. Contribution of the General Directorate of Territorial Collectivities The DGCT undertakes to create an "Endowment Expenditure Account" (EEA) to house the contributions of the African Fund and the Moroccan Territorial Collectivity no later than 15 days after receipt of the file for the creation of this Account.

It also undertakes to provide it with the contribution from the African Fund as set forth in Article 5 of this Partnership Agreement.

## Article 7. Contribution of the Moroccan Territorial Collectivity

The Moroccan Territorial Community undertakes to budget at the level of the EEA its share, evaluated at 528,849.36 Dh (Five hundred and twenty-eight thousand, eight hundred and forty-nine Moroccan Dirham) for the realization of the said services.

It also undertakes to pay its share as well as the African Fund's contribution, in part or in full, according to the EEA employment program, into the account opened in the name of the African Territorial Collectivity N° 1620000568251 (Akim Aperade Area Council) opened at South Birim Rural Bank, Achiase.

The payment of this contribution will be made in foreign currency (Euro or Dollars) at the convenience of both partners.

## Article 8. Contribution of the partner Territorial Collectivity

The African local authority undertakes to mobilize its financial contribution to the realization of the project or action as defined in Article 5 of the present partnership agreement.

It is committed to ensuring:

- The realization, the follow-up and the control of the services,
- The accounting and financial follow-up,
- The establishment of monitoring and evaluation reports,
- The communication around the project or action to be realized.

## Article 9. Steering of the partnership

A Monitoring Committee has been set up whose main mission is to monitor the commitments made in this partnership agreement. This monitoring committee is co-chaired by the Presidents of the partner local authorities.

It holds its meetings once a year, in a place to be determined by the parties or at a distance, and whenever necessary.

Similarly, a Technical Committee has been set up to monitor and evaluate the execution of the services provided under this partnership agreement. Its mission is also to prepare an annual report on the partnership to be presented to the monitoring committee. Its members are appointed by the chairmen of the monitoring committee.

This committee shall meet twice a year, at a location to be determined by the parties or at a distance, and whenever necessary.

# Article 10: Duration of the agreement

The present partnership agreement takes effect from the date of its signature by the partners and its approval by the competent administrative authorities. It is concluded for a duration equivalent to the duration of the project or action as described in article 3.

# Article 11: Dispute Resolution

Any dispute arising from the interpretation or application of this partnership agreement shall be settled amicably.

#### Article 12: Final Provisions

- 1. This Partnership Agreement may be modified or amended by mutual agreement of the signatories.
- 2. This Partnership Agreement may be terminated at any time by either signatory party, provided that the partners are notified in writing. Such termination shall become effective sixty (60) days after the date of receipt by the other signatories of the letter informing them of the suspension of this Partnership Agreement.
- 3. The termination of this Partnership Agreement shall not affect the implementation of the current project or action, unless the signatories agree otherwise.

For the Ministry of the Interior-DGCT

Signed and approved

For the Moroccan Territorial

Collectivity

RELMASSAN ment de la Commune

d'Arfoud

Signed

For the partnerTerritorial Collectivity

DISTRICT CHIEF EXECUTIVE
ACHIASE DISTRICT 3SEMBLY
POST OFFICE BOX 1
AKYEN ACHIASE

Signed

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