



MEMORANDUM OF UNDERSTAND

BETWEEN

COUNTY GOVERNMENT OF BOMET

AND

DIG DEEP (AFRICA)

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as MOU) entered into by and between County Government of Bomet and Dig Deep (Africa). This MOU will take effect on the date of the last signature appended by the authorized officials of the two parties.

WHEREAS County Government of Bomet (hereinafter referred to as CGB) is, a County Government established within the meaning of the Constitution of the Republic of Kenya, representing the people and County of Bomet;

WHEREAS Dig Deep (Africa) (hereinafter referred to as DDA) is a charity registered in England and Wales (registered charity No. 1148745) and operating within the Republic of Kenya under Certificate of Compliance number CF/2012/87306 whose mission is to collaborate with the Kenyan government, local businesses and communities, to transform the provision of clean water, sanitation and hygiene in Bomet County.

WHEREAS CGB and Dig Deep acknowledge that a primary barrier to achieving Sustainable Development Goal (hereinafter referred to as SDG) 6 in the county is the weakness of the county's Water, Sanitation and Hygiene (hereinafter referred to as WASH) system. To address this, both parties have collaborated to develop a WASH Masterplan which:

- Provides a Road-map towards Universal WASH access for every resident of Bomet County.
- Includes plans for improving all areas of WASH in Bomet County (not just infrastructure).
- Is fully costed, and sets out a mechanism for funding.

NOW THIS MEMORANDUM WITNESSETH as follows

Article 1 - Purpose

1. The purpose of this MOU is to lay out a framework for collaboration between the parties to develop, promote and strengthen joint actions and collaborations in implementing and continuously refining the WASH Masterplan.
2. The parties will in accordance with the provisions of this MOU endeavour to work together and maintain a continuous working relationship for the achievement of their common objectives within the limitations of their respective mandates and resources.
3. The following documents shall form part of the MOU
 - a. Bomet County WASH Masterplan - Published July 2022
 - b. CGB-DDA Joint Implementations Plan (Appendix A)

Article 2 - Funding and Management of Funds

1. The parties' joint investment in this programme will be Kenya shillings Two hundred and one million (Kes 201,000,000) over 5 years.
2. CGB commits Kenya shillings Seventy-one million (Kes 71,000,000) over 5 years to finance this programme (35% of total investment) including but not limited to contribution of funds to infrastructure projects and financing land acquisition where necessary.

3. The parties commit to jointly fund raise Kenya shillings One hundred thirty million (Kes.130,000,000) over 5 years to finance this programme (65% of total investment)
4. Annual minimum financing and fundraising commitments are as set out in the CGB-DDA Joint Implementation Plan (Appendix 1)
5. The project funds shall be kept in a joint account and both parties shall nominate two signatories to the account
6. Consolidated financial reports shall be prepared on a quarterly basis for all the funds.

Article 3 - Responsibilities of Each Party for Implementation of the WASH Masterplan

1. Both Parties will implement institutional strengthening activities as set out in the WASH Masterplan
2. DDA will be responsible for the implementation of infrastructure and hygiene promotion projects which are set out in the CGB-DDA Joint Implementation Plan (Appendix 1)
3. CGB commits to taking complete ownership of all infrastructure projects upon completion through the mechanisms detailed in the WASH Masterplan
4. Both Parties agree to second key staff to the other as set out in the implementation plan

Article 4 - Responsibilities of Each Party for Monitoring, evaluating and refinement of the WASH Masterplan

1. CGB commits to monitoring and evaluating the implementation of the WASH Masterplan using the mechanisms for Monitoring and Evaluation set out in the WASH Masterplan

Article 5 - Responsibilities of Each Party for Leveraging the WASH Masterplan for Fundraising

1. Dig Deep commits to leveraging the WASH Masterplan to raise funds for the implementation of the WASH Masterplan, both through securing donors to give directly to Dig Deep and securing donors to directly give to the CGB and any other partners who are committed to driving the implementation of the WASH Masterplan
2. CGB commits to leveraging the WASH Masterplan to increase budgets annually for the implementation of the WASH Masterplan from County level budgets, National level budgets and other national and international donors; to be invested through CGB, Dig Deep or any other partners as most efficacious.
3. Both Dig Deep and CGB commit senior Staff (County Executive Committee Members and Chief Officers for CGB and Chief Executives/Heads of Dig Deep) to take part in *ad hoc* fundraising and communications activities to promote the WASH Masterplan and secure funding (e.g. joint attendance at conferences, media interviews, meetings and hosting potential donors, filming media etc.)

Article 6 - Institutional Arrangements

1. Specific activities to be conducted under this MOU will be identified, developed and implemented jointly by the Parties through governance and management structures to be jointly appointed. Each party shall be fully responsible for its assigned activities, as well as its contracted personnel, agents, employees and contractors.

2. Neither Party shall be responsible for any act or omission of the other Party or its personnel, or for any death, illness, accident or damage occurring under the responsibility of the other Party.

Article 7 - Scope of Application

1. This MOU will create a platform in which the respective parties to this MOU will cooperate in the realization of their respective strategies and plans. Nothing contemplated in this MOU will seek to have a negative impact of the plans and strategies of the respective institutions.

Article 8 - Competent Authorities

1. The Parties each have a vested interest in the effectiveness of this MOU. To facilitate this relationship, the parties have each designated a representative as follows:
 - a. County Executive Committee Member in charge of water, sanitation, environment, natural resources and climate change on behalf of CGB
 - b. Head of Programmes on behalf of DDA
2. There shall also be established a project steering committee (PSC) that shall advise on operational issues on the project. The PSC will meet at least twice a year in May and November and more frequently if need arises.
3. CGB commit key staff to sitting on the PSC, including but not limited to County Executive Committee Members, Chief Officers, Directors of Water, Medical Services and Public Health and Finance.
4. The Chair of the PSC for the purposes of any meetings shall be either the County Executive Committee Member for Water, Sanitation, Environment, Natural Resources and Climate Change, and The County Executive Committee Member for Medical Services and Public Health

Article 9 - Settlement of Disputes

1. All disputes, claims or proceedings between the parties relating to the validity, construction or performance of this MOU shall first be resolved through consultation between the parties, or if failing agreement, the matter shall be referred to Arbitration by an Arbitrator appointed by the Parties. If the Parties cannot agree on an arbitrator, the case shall be referred to the Chairman for the time being of the Chartered Institute of Arbitrators of Kenya, who will appoint an Arbitrator.

Article 10 - Amendments to the Memorandum of Understanding

1. This MOU may be amended by mutual consent of the Parties. Agreed amendments shall be in writing and annexed to this MOU.

Article 11 - Warranties and Representations

1. The parties hereby undertake, covenant, warrant and represent to each other that:
 - a. Each party has at all times and will at all times have the necessary power to execute and perform its obligations under this MOU.
 - b. This MOU does not and will not conflict with, or result in any breach or constitute a default under any agreement, instrument or obligation to which it is a party or to which it is bound.

- c. All necessary authorizations and consents to enable or entitled to enter into this MOU have been obtained and will remain in full force and effect during the subsistence of this MOU.
- d. In entering into this Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in this Agreement, and all conditions warranties or other terms implied by statutes in common law are excluded to the furthest extent permitted by law.

Article 12 - Relationship Between the Parties

1. Nothing contained herein shall be construed as establishing a relationship of agent and principal or master and servant between the parties. Each party is independent, shall have full control of its operations and undertakings, and shall have full responsibility for activities and duties carried by it and on its behalf under this Memorandum.
2. Nothing in this MOU or in any Annex or document or arrangement relating thereto shall be construed or deemed as constituting a waiver of any of the privileges or immunities of either of the Parties nor as conferring any privileges or immunities of one Party to the other or to its personnel.
3. No Party has the authority to assume, create or incur any liability of kind against in the name of or on behalf of the other party, except as may be otherwise expressly stated herein.
4. The parties undertake to act in good faith with respect to each other's rights and obligations under the objectives of this MOU.
5. In the event information identified in writing as confidential is exchanged, the receiving party shall use reasonable business efforts to keep such information confidential, and shall not disclose such information to third parties.
6. The parties recognize the impracticality of providing for every contingency, which may arise during or after the life of the MOU and hereby agree to operate fairly and without detriment to the interests of either of them.

Article 13 - Notices

1. Any notice, request or consent required or permission to be given or made pursuant to this MOU shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered either in person to the authorized representative at the Head Office of the party to whom communication is addressed or when sent by registered mail or by fax or by email to such party at the following address:

For the County Government of Bomet

The County Executive Committee Member,

In charge of Water,

County Government of Bomet,

P.O BOX 19-20400 Bomet

For Dig Deep (Africa)

The Head of Programs

Rutongot Investment Building

P.O Box 25-20402 Ndanai.

Article 14 - Intellectual Property

1. All data developed from this MOU shall be made available to each party at no charge and may be used jointly for this study or for other research purposes by either party. All reports of any study and research under this MOU will be treated as an output of the collaborative team effort and the logo of each party shall appear on the cover.

Article 15 - Entry into Force and Termination

1. This MOU shall come into force on the date of signing herein.
2. This MOU shall remain in force for a period of five (5) years but may be terminated by either Party giving the other six months' written notice in advance of its intention to terminate it.
3. If deemed necessary, the Parties, by written mutual consent, may decide to extend the duration of this MOU.
4. The termination of this MOU shall not affect the validity and duration of any ongoing arrangements, programmes and projects undertaken under this MOU, until the completion of such programmes or activities

Article 16 - Communication of this partnership

1. All major communication outputs (blog posts, articles, etc.) involving information about the partnership or partnering organization need to be approved by the main contact point on either side to ensure that the content and messaging aligns with each organization's communication strategy
2. Each party remains owner of its name, logo, and other trademarks. No party may use any such trademarks without the respective owner's prior consent.

IN WITNESS HEREOF, the undersigned, being duly authorized thereto, have on behalf of the Parties hereto signed this MOU on the day below written.

_____ Date:

(Signature)

(H.E Prof. Hillary Barchok, Governor, County Government of Bomet)

_____ Date:

(Witness)

(CECM, Water, Sanitation, Environment, Natural Resources and Climate Change).

_____ Date:

(Signature)

(Ben Skelton, Dig Deep (Africa), Chief Executive).

_____ Date:

(Witness)

(Justus Tanui, Dig Deep (Africa), Head of Programmes).

Appendix 1 - CGB-DDA Joint Implementation Plan

1 Overview

These works are planned to be carried out in accordance with the Memorandum of Understanding agreed between the County Government of Bomet and Dig Deep (Africa). Year 1 as referenced in the work plan below refers to the year commencing July 2022-June 2023, and subsequent years proceed as follows.

The location of the projects will be decided according to the following criteria:

- A minimum of KES 23 million per year will be invested in projects in Ndanai/Abosi ward, until universal basic coverage of water, sanitation and hygiene access has been met, or until the timeline of work expires.
- This represents 70% of the year 1 investment, and a baseline for subsequent years comprising up to 57%, or KES 115million of the total planned investment.
- The aim of targeting investment in this manner is to rapidly accelerate access to WASH in Ndanai/Abosi ward, so that the ward acts as template for other wards and lessons learned can be used to refine the Masterplan

2 Work Plan - 5 year summary

Activity	Totals (July 2022-June 2027)		
	Total (KES)	Dig Deep (KES)	Bomet County Government (KES)
Conduct Community Led Total Sanitation Across 520 villages in Bomet County	20,801,990	8,320,796	12,481,194
Conduct Post ODF interventions across 520 villages in Bomet County	17,827,962	7,131,185	10,696,777
Conduct Survey of Households and Public Institutions on four sub-counties of Bomet	5,000,000	1,500,000	3,500,000
Hygiene Total	43,629,952	16,951,981	26,677,971
Build 56 Spring Protection schemes in Bomet County	58,520,000	29,260,000	29,260,000
Conduct 29 WinS Schemes (Primary and Secondary) in Bomet County	60,900,000	60,900,000	0
Conduct 25 Community RWH projects in Bomet County	17,725,000	8,862,500	8,862,500
Construct Decentralised treatment works	12,645,000	6,322,500	6,322,500
Water and Sanitation Total	149,790,000	105,345,000	44,445,000
Training of CHAs and PHOs	1,800,000	1,800,000	0
Training of Department of Water staff	1,800,000	1,800,000	0
Cross-learning trips to view best practice	5,000,000	5,000,000	0
Institutional Strengthening Total	8,600,000	8,600,000	0
Grand Total	202,019,952	130,896,981	71,122,971
Percentage contribution	100%	65%	35%

3 Work Plan - Year by Year Investment

Activity	Year 1 (July 2022-June 2023)		
	Total (KES)	Dig Deep (KES)	Bomet County Government (KES)
Conduct Community Led Total Sanitation Across 520 villages in Bomet County	3,782,180	1,512,872	2,269,308
Conduct Post ODF interventions across 520 villages in Bomet County	1,268,298	507,319	760,979
Conduct Survey of Households and Public Institutions on four sub-counties of Bomet	5,000,000	1,500,000	3,500,000
Hygiene Total	10,050,478	3,520,191	6,530,287
Build 56 Spring Protection schemes in Bomet County	8,360,000	4,180,000	4,180,000
Conduct 29 WinS Schemes (Primary and Secondary) in Bomet County	12,600,000	12,600,000	0
Conduct 25 Community RWH projects in Bomet County	709,000	354,500	354,500
Construct Decentralised treatment works		0	0
Water and Sanitation Total	21,669,000	17,134,500	4,534,500
Training of CHAs and PHOs	200,000	200,000	0
Training of Department of Water staff	200,000	200,000	0
Cross-learning trips to view best practice	1,000,000	1,000,000	0
Institutional Strengthening Total	1,400,000	1,400,000	0
Grand Total	33,119,478	22,054,691	11,064,787
Percentage contribution	100%	67%	33%

Activity	Year 2 (July 2023-June 2024)
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	Total (KES)	Dig Deep (KES)	Bomet County Government (KES)
Conduct Community Led Total Sanitation Across 520 villages in Bomet County	5,673,270	2,269,308	3,403,962
Conduct Post ODF interventions across 520 villages in Bomet County	2,225,504	890,202	1,335,302
Hygiene Total	7,898,774	3,159,510	4,739,264
Build 56 Spring Protection schemes in Bomet County	10,450,000	5,225,000	5,225,000
Conduct 29 WinS Schemes (Primary and Secondary) in Bomet County	10,500,000	10,500,000	0
Conduct 25 Community RWH projects in Bomet County	2,127,000	1,063,500	1,063,500
Construct Decentralised treatment works	3,161,250	1,580,625	1,580,625
Water and Sanitation Total	26,238,250	18,369,125	7,869,125
Training of CHAs and PHOs	400,000	400,000	0
Training of Department of Water staff	400,000	400,000	0
Cross-learning trips to view best practice	1,000,000	1,000,000	0
Institutional Strengthening Total	1,800,000	1,800,000	0
Grand Total	35,937,024	23,328,635	12,608,389
Percentage contribution	100%	65%	35%

Activity	Year 3 (July 2024-June 2025)		
	Total (KES)	Dig Deep (KES)	Bomet County Government (KES)
Conduct Community Led Total Sanitation Across 520 villages in Bomet County	4,727,725	1,891,090	2,836,635
Conduct Post ODF interventions across 520 villages in Bomet County	3,661,313	1,464,525	2,196,788
Hygiene Total	8,389,038	3,355,615	5,033,423
Build 56 Spring Protection schemes in Bomet County	12,540,000	6,270,000	6,270,000
Conduct 29 WinS Schemes (Primary and Secondary) in Bomet County	10,500,000	10,500,000	0
Conduct 25 Community RWH projects in Bomet County	3,545,000	1,772,500	1,772,500
Construct Decentralised treatment works	3,161,250	1,580,625	1,580,625
Water and Sanitation Total	29,746,250	20,123,125	9,623,125
Training of CHAs and PHOs	400,000	400,000	0
Training of Department of Water staff	400,000	400,000	0
Cross-learning trips to view best practice	1,000,000	1,000,000	0
Institutional Strengthening Total	1,800,000	1,800,000	0
Grand Total	39,935,288	25,278,740	14,656,548
Percentage contribution	100%	63%	37%

Activity	Year 4 (July 2025-June 2026)		
	Total (KES)	Dig Deep (KES)	Bomet County Government (KES)
Conduct Community Led Total Sanitation Across 520 villages in Bomet County	3,782,180	1,512,872	2,269,308
Conduct Post ODF interventions across 520 villages in Bomet County	4,857,821	1,943,128	2,914,692
Hygiene Total	8,640,001	3,456,000	5,184,000
Build 56 Spring Protection schemes in Bomet County	12,540,000	6,270,000	6,270,000
Conduct 29 WinS Schemes (Primary and Secondary) in Bomet County	12,600,000	12,600,000	0
Conduct 25 Community RWH projects in Bomet County	5,672,000	2,836,000	2,836,000
Construct Decentralised treatment works	3,161,250	1,580,625	1,580,625
Water and Sanitation Total	33,973,250	23,286,625	10,686,625
Training of CHAs and PHOs	400,000	400,000	0
Training of Department of Water staff	400,000	400,000	0
Cross-learning trips to view best practice	1,000,000	1,000,000	0
Institutional Strengthening Total	1,800,000	1,800,000	0
Grand Total	44,413,251	28,542,625	15,870,625
Percentage contribution	100%	64%	36%

Activity	Year 5 (July 2026-June 2027)		
	Total (KES)	Dig Deep (KES)	Bomet County Government (KES)
Conduct Community Led Total Sanitation Across 520 villages in Bomet County	2,836,635	1,134,654	1,701,981
Conduct Post ODF interventions across 520 villages in Bomet County	5,815,027	2,326,011	3,489,016
Hygiene Total	8,651,662	3,460,665	5,190,997
Build 56 Spring Protection schemes in Bomet County	14,630,000	7,315,000	7,315,000
Conduct 29 WinS Schemes (Primary and Secondary) in Bomet County	14,700,000	14,700,000	0
Conduct 25 Community RWH projects in Bomet County	5,672,000	2,836,000	2,836,000
Construct Decentralized treatment works	3,161,250	1,580,625	1,580,625
Water and Sanitation Total	38,163,250	26,431,625	11,731,625
Training of CHAs and PHOs	400,000	400,000	0
Training of Department of Water staff	400,000	400,000	0
Cross-learning trips to view best practice	1,000,000	1,000,000	0
Institutional Strengthening Total	1,800,000	1,800,000	0
Grand Total	48,614,912	31,692,290	16,922,622
Percentage contribution	100%	65%	35%