



**THE UGANDA FARMERS' COMMON VOICE PLATFORM  
(UFCVP)**

**MEMORANDUM OF UNDERSTANDING  
(MoU)**

**THE REPUBLIC OF UGANDA**  
**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is executed on this..... Day of..... 2017.

**BETWEEN**

Caritas Uganda, a Social Pastoral Commission of the Uganda Episcopal Conference incorporated under the Laws of Uganda and having its offices at Uganda Catholic Secretariat, Hanlon Road- Nsambya (Hereinafter called the “Coordinating Partner” which expression shall include its Successors Title),

**AND**

Numerous Civil Society Organizations registered under the Laws of Uganda, having their registered offices both at the National and the District level in Uganda (hereinafter called the “Platform Members” which expression shall include their “Successors Title” where applicable)

**AND**

The Coordinating Partner and the Platform Members shall collectively hereinafter be called the “Uganda Farmers Common Voice Platform” for the purpose of championing National, Regional, District and International Advocacy issues affecting Small Holder Farmers in Uganda.

**WHEREAS** the Platform Members agree that there is need for a guiding document to give clear direction to members in the course of carrying out “their” set objectives as the Uganda Farmers’ Common Voice Platform.

**IT IS NOW WITNESSETH** as follows:-

**1) Preamble**

For the past ten years, the Catholic Dioceses of Uganda in the Central and Eastern regions have been implementing a joint program for poverty alleviation commonly known as the Uganda Governance and Poverty Alleviation Programme (UGOPAP). This joint initiative includes other civil society organizations with like mind objectives of pursuing poverty reduction in the region. Broadly, UGOPAP aims at strengthening farmer organizations in groups, associations and

cooperatives to be able to address their development challenges of production and marketing. At the same time, the program focuses on efficient use of production resources; land and the environment with the hope that they are used for posterity. There is also a very strong advocacy component aimed at developing and equipping the communities with skills to engage with duty bearers to advance and plan their needs.

Key partners in the UGOPAP include; the Eastern Archdiocesan Development Network (EADEN), that is constituted by Caritas Tororo, Caritas Jinja, Caritas Moroto, and Caritas Kotido; these together with another Civil Society Organisation (CSO) called Community Integrated Development Initiatives (CIDI), operate in Eastern and Central Uganda. The others include; the Central Archdiocesan Caritas Association (CAPCA), constituted by Caritas Kampala, Caritas Kasanaensis, Caritas Masaka (MADDO), Caritas Lugazi and Caritas Kiyinda Mityana. These together with another CSO Tusubira Women Development Agency operate in the Central Uganda.

At the National level, and most especially for advocacy, there is a coordinating body, Caritas Uganda that is well placed to tackle advocacy issues at that level. In the last four years, these agencies cooperating under UGOPAP found it necessary to open up their advocacy agenda to other likeminded CSOs and farmers. This would not only provide an opportunity for CSOs and farmers to share advocacy issues affecting small holder farmers but also enhance their engagement with duty bearers and policy makers in a collective voice. Therefore, a loose advocacy coalition at the national level known as the Uganda Farmers' Common Voice Platform (UFCVP) was formed with Caritas Uganda as the overall coordinating body.

Since its formation, the platform has organized several initiatives and related activities including research into critical programmes and policies affecting small holder farmers e.g. NAADS, agriculture credit and inputs, GMOs etc. and held a number of roundtable discussions with concerned policy makers and duty bearers. Nonetheless the operations of the platform have not been well streamlined in the absence of a comprehensive Memorandum of Understanding amongst the members. Therefore this MoU aims at bridging this gap to further straighten and consolidate the operations and gains of the UFCVP.

## 2) **Aims and objectives**

- To improve public and private sector finance for agriculture,

- To improve agriculture research, analysis, documentation and dissemination,
- To influence pro small holder farmer policies at local, national and international levels by disseminating information through various publications, policy briefs, fact sheets and bulletins, mobilizing and networking with various partners as well as government and private sector stakeholders.
- To empower farmers in Uganda in general to be able to engage different duty bearers at their local levels.

### 3) **Specific objectives**

The specific objectives are as follows;

- a) To engage in a wide range of activities including research, consultations, documentation and dissemination for advocacy to enhance improved public and private sector finance for agriculture.
- b) To engage the different duty bearers and influence for pro-small holder farmers' inclusive decisions, policies and legislation at local, national and international levels.
- c) To facilitate the development of appropriate, sustainable capacity and advocacy materials for members in food security, agriculture finance, climate change and sustainable agriculture.
- d) To hold dialogues, lobby meetings, print and publish any newspaper articles, newsletters, periodic books, pamphlets or leaflets that the Uganda Farmers' Common Voice Platform may deem appropriate for the promotion of its objects.
- e) To work in close association with Ministries, Departments and Agencies, development partners, the civil society, farmers and individuals in the implementation of the aims and objects of the Uganda Farmers Common Voice Platform.
- f) To seek, obtain and/ appropriate any gifts or property for any of the purposes achieving the objectives of the Uganda Farmers Common Voice Platform.
- g) To take such steps by personal or written appeals/fund raising, public meetings or otherwise as may from time to time be deemed expedient for the purpose of procuring contributions to the funds and resources of the Uganda Farmers Common Voice Platform in the style of donations, annual subscriptions, membership fees or otherwise.
- h) To liaise with all platform members and any other like-minded organizations, platforms or individuals for purposes of collective action.

- i) To conduct research on issues that affect small holder farmers in Uganda and disseminate the results of the same.
- j) To mobilize money and any other resources in a manner as the Uganda Farmers Common Voice Platform may deem appropriate subject to the Laws of Uganda.

4) **Values and principles**

- Transparency and Accountability.
- Respect for human dignity.
- Fairness.
- Justice.
- Nonpartisan.
- Impartiality and,
- Integrity.

5) **Scope.** This Memorandum of Understanding will be a frame work which will regulate and guide the relationship of the parties hereto, the conduct of business of the platform and any engagements with third parties.

6) **Membership.** Membership of the Platform shall comprise both CSOs and small holder farmer organizations. The Members shall be limited to those that have signed this Memorandum of Understanding and are willing and able to abide by the terms and conditions set herein. Other members will include those admitted according to the provisions of this Memorandum of Understanding. They will include members with the following characteristics and/ or interests;

- i. Working in poverty reduction especially through sustainable agriculture thematic areas.
- ii. Legally registered organizations at either national, sub-county or district level with appropriate structures in place.
- iii. Promoting and protecting the rights and obligations of small holder farmers.
- iv. Currently working or is familiar with policy and legislative formulation, reform and improvement.
- v. Research institutions with interest in the agriculture sector.
- vi. Subscribe to acceptable common norms and values of the platform.
- vii. Have a physical address (office for easy location and coordination).
- viii. Financially stable organization with regularly audited accounts including accounts for the last financial year.
- ix. The institution must have been in existence for at least one year unless this requirement is waived by the National Steering Committee with reason(s).

- 7) **Membership application.** Application to the membership of the platform shall be in writing and shall be made in such a manner as the National Steering Committee may determine.
- a) The National Steering Committee shall receive, asses and consider all membership applications.
  - b) Upon consideration and acceptance or rejection of the application, the decision arrived at shall be communicated to the applicant and the Platform General Meeting which will confirm or reject the proposed membership with stated reasons.
- 8) **Restricted membership.** A member shall neither substitute nor admit any other member at its own preference to replace it to execute the mandate of the member resulting from this Memorandum of Understanding.
- 9) **Decision making.** The members of the platform undertake to be available for all meetings of the platform, and where a member fails to attend, the decision arrived at shall be binding on all members of the platform. All the decisions of the Platform shall be arrived at through consensus and where consensus is untenable the decision shall be through a simple majority vote.
- 10) **Cessation of membership.** A platform member may cease being a member where;
- a) The organization ceases being a legal person.
  - b) The organization withdraws its membership in writing to the members through the steering committee.
  - c) In case of insolvency.
  - d) Termination for misconduct. This may happen where the conduct of the platform member prejudices the interest of the platform and threatens to bring the image of the platform into disrepute by acts which are unlawful and contrary to public policy.
  - e) In all cases other than voluntary cessation of membership, the affected member will be accorded a fair hearing.
- 11) **Rights of members.** Members of the platform shall enjoy such rights as shall from time to time be prescribed by the General Assembly, including;
- a) The right to fully participate in the prescribed activities and meetings of the platform.

- b) The right to access and use facilities provided by the platform.
  - c) The right to benefit from capacity building initiatives provided by the platform.
  - d) The right to benefit from human resource expertise provided by the platform.
  - e) The right to express themselves without undue influence and interference by other members provided that the said exercise of freedom of expression shall not prejudice the interest of any other member of the platform.
  - f) The right to vote or be voted into an elective office, role or responsibility.
- 12) **Obligations of members.** Members of the platform shall have obligations to the platform as shall be prescribed by the General Assembly including the following;
- a) To conduct themselves in a manner that does not prejudice the interests of the platform or act contrary to the objectives for which the platform is established.
  - b) To uphold and abide by this Memorandum of Understanding and any other regulations and guidelines as may be put in place from time to time.
  - c) To pay all fees as shall be determined by the Steering Committee from time to time subject to approval by the General Assembly.
  - d) To participate and contribute towards the activities that lead to the attainment of the Vision, Mission, Goal and Objectives of the platform; including fundraising for the same.
  - e) Attend and participate in all the meetings of the platform.
  - f) Carry out all duties assigned to them by this Memorandum of Understanding through the coordinating unit.
  - g) Collect case studies, knowledge, experiences and models of relevance to the platform's objectives and share the same with the coordinating unit or members.

- h) Collect and analyze advocacy issues and submit the same to the coordinating unit for action planning.
  - i) Select, forward and support the participation of constituents (farmers) in advocacy events organized by the platform (when called upon).
  - j) Carry out any other duties incidental to the fulfillment of the objectives of this Memorandum of Understanding.
  - k) Each member shall assign a specific staff responsible for the platform.
  - l) No right or privilege shall be transferable or transmissible and all rights and privileges shall cease upon termination of membership.
  - m) Attend and participate in all activities of the platform.
- 13) **Coordinating Unit.** There shall be a coordinating unit for the platform which is Caritas Uganda at the Uganda Catholic Secretariat P.O.Box 2886, Kampala Uganda.
- a) The day to day administrative matters of the platform shall be conducted for and on behalf of the members through Caritas Uganda with guidance of the Uganda Governance and Poverty Alleviation Programme (UGOPAP) Programme Management Committee.
  - b) The coordinating unit shall at all times during the continuance of the present Memorandum of Understanding be the chief custodian of all documents and information relating to this platform and shall at all times be responsible for the management and coordination of all activities relating to this platform including but not limited to the following;
    - i. Convening meetings of the platform.
    - ii. Ensuring that all platform members undertake their duties in accordance with this Memorandum of Understanding,
    - iii. Carrying out any other duties that are incidental to the fulfillment of the objectives of this Memorandum of Understanding.
    - iv. Effect policy and guidelines passed by the members of the platform.
    - v. Coordinate the day to day activities of the platform.
    - vi. Keep the members of the platform informed on relevant issues.



- vii. File and document all relevant reports and information pertaining to areas of interest to the platform.
  - viii. Coordinate regional chapters and focal persons.
  - ix. Promote the name and profile of the platform.
  - x. Mobilize funds and other resources for undertaking platform activities.
  - xi. Produce appropriate reports and audited financial statements of the platform for the membership and subscription fees.
- 14) **Meetings of the platform.** The meetings of the platform shall be held quarterly or at such intervals or dates as may be determined by the coordinating unit / members where need arises. The coordinating unit shall, when convening the meetings of the platform provide adequate notice to members stating the time and venue of the meeting but in any case notice of not less than one week shall be given. The requirement for one week notice may however be varied in some instances such as; emergencies and/ or activities or circumstances among others beyond the control of the coordinating unit.
- 15) **Financial obligations. The members of the platform have the obligation to finance their activities.**
- a) Caritas Uganda will finance and support the basic operation costs of the platform. Members will however from time to time be called upon to support activities of the platform.
  - b) Membership fees
    - i. Full membership of the organization shall be effective upon payment in full of membership and subscription fees.
    - ii. The amount of the membership and subscription fees payable shall be determined by the Steering Committee from time to time with the approval of the Annual General Meeting.
    - iii. Membership fees are 100,000/= and the subscription fees are 50,000/= for NGOs/FBO/secondary cooperative.
    - iv. Farmers groups/association/primary cooperatives shall pay 50,000/- as membership and 25,000 as subscription fees.
    - v. Members in default of payment of the prescribed fees may not enjoy the prescribed rights and privileges of members.

- vi. The National Steering Committee shall in cases of default ask members to pay up and may take any other appropriate decision concerning a member's status.
  - c) Mobilizing funds for the platform from other sources. Members of the platform have the obligation to mobilize and diversify the funding sources available to the platform.
- 16) **Organs of the platform.** The platform shall have the following organs; the General Assembly, the National Steering Committee, the Secretariat (coordinating unit), the Regional Chapters and the District Focal Persons and the District Coordinating Committee. The National Steering Committee may with the approval of the General Assembly from time to time establish any other organ or subcommittee to undertake or perform specific duties or roles and functions as it may deem fit.
- a) **The General Assembly.** The General Assembly shall be composed of fully paid up members or their representatives.
    - i. **Meetings of the Platform General Assembly.** There will be one annual general meeting for the platform every calendar year. All other such meetings shall be called extra ordinary meetings as determined by the secretariat or the National Steering Committee for purposes of discussing "urgent matters" that affect the business of the platform.
    - ii. **Functions of the General Assembly.** The General Assembly shall be the highest authority of the platform and shall have the following functions;
      - To adopt and/or recommend for amendment this Memorandum of Understanding and guidelines/ regulations resulting there from.
      - To receive and discuss the chairperson's report.
      - To receive and discuss the coordinator's report.
      - To receive and approve the minutes of the previous Annual General Meeting and any other meetings of the General Assembly.
      - To elect members to the National Steering Committee.
      - To confirm matters of discipline of members referred to it by the Steering Committee and where appropriate replace members whose tenure ends as a result of disciplinary decisions.
      - To determine membership, subscription and any other lawful fees on the recommendation of the National Steering Committee.

**I. Voting Procedure**

- a) Fully paid up members who are authorized to attend shall have a right to vote at the General Assembly
  - b) Nomination shall be made for each post and duly seconded. Any member present and eligible to vote shall move a vote to close nominations
  - c) Voting shall be by secret ballot and the nominee with the highest number of votes shall be elected to take up the post
  - d) Matters discussed at a meeting of the General Assembly shall, except where it is provided otherwise be determined by a simple majority of members present and eligible to vote. In a case of a tie, the person presiding shall have a casting vote
- iii. **National Steering Committee.** The National Steering Committee shall be composed of fifteen members elected from among the members of the platform i.e. the 4 consortium founder members, regional coordinators, regional chairpersons, the Program Management Committee and 2 representatives of CSOs forming the platform. The composition shall consider gender and regional balance aspects. In circumstances requiring voting and there is no odd and therefore determinant vote, the chairperson of the Steering Committee meeting in which voting is required will remain neutral and shall not cast his/ her vote.

The Steering Committee shall have the following functions:

- i. To monitor and oversee the management, administration and efficient running of the platform's affairs.
- ii. To organize and convene the Annual General Meeting and any other meetings of the General Assembly.
- iii. To receive and consider applications for membership and cases of termination and discipline of members.
- iv. Determining the coordinating units for the regional chapters.
- v. To make guidelines and regulations for the efficient running of the affairs of the platform; including review of the MoU as need arises.
- vi. To be responsible for the operationalization of all guidelines and regulations decided upon by the General Assembly.
- vii. Give direction to the platform by giving appropriate advice to the General Assembly.
- viii. Approve all the spending and utilization of membership fees and other funds raised by members.
- ix. Raise funds for the platform's programmes and activities.
- x. Nominate Auditors to the General Assembly for membership fees.

- xi. To determine committees and/ or persons to execute special tasks on behalf of the National Steering Committee.
  - xii. To determine means and ways of appreciating those who have offered distinguished service to the platform.
  - xiii. To defend where legal proceedings or any other challenge of any nature are involved to protect the interest of the platform.
- 17) **Regional chapters.** The platform shall establish Regional Chapters and provide the Terms of Reference for the same as well as any other administrative guidance that is deemed expedient to achieve the objectives of the platform.
- 18) **District focal persons.** The platform shall appoint district focal persons and provide the Terms of Reference for the same to achieve the objectives of the platform.
- 19) **Regional Steering committee.** The platform shall appoint Regional Steering committees, provide the Terms of Reference for the same to achieve the objectives of the platform.
- 1) Term of office**  
The leadership of the regional Steering committee shall be for a period of three years and is subject to renewal .
- 20) **Enactment of guidelines.** The Steering Committee subject to approval by the General Assembly may from time to time make guidelines as they shall deem fit for the smooth running of the organization including those regulating;
- i. Coordinating units and regional chairpersons.
  - ii. Membership and subscription fees payable by the members to the organization.
  - iii. Administrative set up of the organization.
  - iv. Financial policies, rules and regulations.
  - v. Matters of dispute resolution.
  - vi. Duties, responsibilities and benefits other than those specified in this Memorandum of Understanding.
  - vii. Acquisition and disposal of the assets and property of the platform from membership fees.
- 21) **Programme Management Committee (PMC) to have veto powers.** The PMC has the power to veto decisions of the other organs of the platform except that reasons for exercising this veto will be furnished to all the members.

- 22) **Conflict resolution.** Any disputes and conflicts between the members concerning platform work and related activities shall be handled amicably before being forwarded for mediation and arbitration and ultimately handled according to the Laws of Uganda in case any party is dissatisfied with the decision arrived at.
- 23) **Termination:** This Memorandum of Understanding shall be terminated either by agreement of the parties or the registration of the Platform as a legal entity. This Memorandum of Understanding terminates the current Memorandum of Understanding in force.

**WHEREFORE,** WE the under signed, being the representatives of the organization mentioned hereunder and in witness of this Memorandum of Understanding append our hands and signature on the date first mentioned above to acknowledge and bind our respective organizations to this Memorandum of Understanding.

<b>No.</b>	<b>Name</b>	<b>Organization</b>	<b>Designation and Contacts</b>	<b>Signature</b>
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DATED THIS.....DAY OF .....2017 AT KAMPALA.

Annexes

**Annex 1: UFCVP organogram**





