

REPUBLIC OF RWANDA



MINISTRY OF INFRASTRUCTURE

P.O.BOX 24 KIGALI

MEMORANDUM OF UNDERSTANDING ON PARTNERSHIP

BETWEEN

**THE MINISTRY OF INFRASTRUCTURE ON BEHALF OF RWANDA
METEOROLOGY AGENCY (METEO RWANDA)**

AND

RWANDA BROADCASTING AGENCY (RBA)

**TO COLLABORATE IN PRODUCTION, DISSEMINATION OF WEATHER
INFORMATION ON RADIO RWANDA, COMMUNITIES RADIOS AND
RWANDA TELEVISION AND DISSEMINATING PRINTED NEWS IN IMVAHO
NSHYA AND LA NOUVELLE RELEVÉ**

A handwritten signature in black ink, appearing to be a stylized name or initials.

This **MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as the “MoU”) is entered into by and

Between

The Ministry of Infrastructure on behalf of **Rwanda Meteorology Agency** (hereinafter referred to, where the context so admits, as “**METEO RWANDA**”) on the one side;

And

The RWANDA BROADCASTING AGENCY (hereinafter referred to, where the context so admits, as “**RBA**”) on the other side,

Both collectively referred to hereinafter as “**the Parties**”.

Both parties in mutual recognition of their full legal capacity to act on behalf of their respective principals make the following recitals:

WHEREAS, Meteo Rwanda is Rwanda’s national authoritative voice on matters relating to weather and climate;

WHEREAS, Meteo Rwanda has a mission to advance meteorological and related sciences and their applications and maintain its position as a national professional and learned service to provide leadership for all in weather, climate and related field;

CONSIDERING that Meteorology is a cross cutting service that is important to social, economical and environmental goals;

CONSIDERING that the desired services outcomes of Meteo Rwanda are addressed by the following three top-level objectives:

- a. To produce accurate, timely and reliable forecasts and warnings of weather, climate, water and related environment elements;
- b. To improve the delivery of weather, climate, water and related environment information and services to the public, government and other users;
- c. To provide scientific and technical expertise and advice in the meteorology domain (weather and climate) in support of policy-making and implementation of the agreed international development goals and multilateral agreements.

WHEREAS, RBA serves as an umbrella for broadcasting and disseminating news and it is composed of three main branches namely Radio Rwanda and Community Radios, Rwanda Television and News papers (Imvaho Nshya and La Nouvelle Releve);

RECALLING that RBA’s core function is always geared towards promoting Government and private programs among the population and painting a good picture of the country to the outside world as well as providing entertainment;



NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

Article one: Objective of the MoU

This MoU establishes a formal working partnership between RBA and Meteo Rwanda to collaborate in production, dissemination of weather information on Radio Rwanda, Community Radios and Rwanda Television and disseminating printed information in Imvaho Nshya and La Nouvelle Releve.

Article 2: Obligations of METEO RWANDA

METEO RWANDA will:

- 2.1. provide weather and climate information services in the format and style agreed between RBA (Radio Rwanda, Community Radios and Rwanda Television) and Meteo Rwanda for broadcast. The information will be produced in Kinyarwanda, French and English;
- 2.2. provide weather bulletin to be broadcast at least four times a day including after each news on RTV (13h00, 20h00, 21h00 and 22h00 – or other news schedules as updated). The weather information will be sent to RBA through File Transfer Protocol (FTP) one hour before it is broadcast. The information will be broadcast on Radio Rwanda, Community Radios affiliated to RBA and Rwanda Television;
- 2.3. Inform RBA, whenever the weather information is not available and provide reasons;
- 2.4. Disseminate weather and climate information through Imvaho Nshya and La Nouvelle Releve every day;
- 2.5. The meteorological weather forecasts and content will be the responsibility of Meteo Rwanda.

Article 3: Obligations of RBA

- 3.1. RBA will undertake to broadcast in Kinyarwanda, English and French the weather and climate information in the format and style agreed between RBA (Radio Rwanda, Community Radios and Rwanda Television) and Meteo Rwanda;
- 3.2. RBA will inform Meteo Rwanda if the weather information is not going to be broadcast, stating the reason;
- 3.3. RBA will advise and agree with Meteo Rwanda of their requirements for style and format of the products, but will not alter the meteorological weather forecasts and content;
- 3.4. RBA will scroll daily weather forecasts on RTV at 8:00 am; 10:00 am; 12:00 pm; 15:00 pm; 17:00 pm and any other time when there is weather amendment.



Article 4: Term

This Memorandum of Understanding (MoU) shall last **one (1) year** from the signing date by both parties, unless otherwise terminated by mutual agreement of the parties. The validity of the MoU may be revised and extended depending on need, satisfactory implementation of the initial validity period and resources.

Article 5: Financial matters

- 5.1. Each of the parties shall be responsible for its financial expenses necessitated and arising from the operational implementation of its part of this MoU and all matters related thereto.
- 5.2. In the event of either party securing sponsorship for this programme, the parties shall negotiate a mutually agreed formula for sharing the proceeds of the sponsorship for the betterment of disseminating weather and climate information to the inhabitants of Rwanda.

Article 6: Confidentiality and conflict of interest

- 6.1. In the spirit of professionalism, both parties shall respect the confidentiality of reports submitted to each other and any communication relating to them;
- 6.2. Both parties will take all precautions necessary to avoid conflict of interest, between each other, or between either of them and any third party, and shall inform the other immediately of any situation giving rise to, or likely to give rise to, any such conflict.

Article 7: Procedure for resolving disputes

In the event of a dispute, difference of interpretation, or appeal of a decision regarding the terms and/or conditions of this agreement, settlement shall first be sought in a technical meeting between two parties. If settlement cannot be reached, the issue shall then be presented to high authority of the two parties for joint resolution.

Article 8: Amendment

This Memorandum of Understanding may be amended or modified at any time by mutual consent but must be done in writing.

Article 9: Execution in good faith

Neither METEO RWANDA, nor RBA shall take any unilateral action in conflict with such rights obtained herein and both parties shall negotiate in good faith to execute their respective obligations to carry out the purpose of this MoU.

Article 10: Termination

Either of the parties may terminate this MoU by giving a one month written notice to the other party.



Article 11: Miscellaneous

Nothing in this agreement shall restrict either of the parties from collaborating with other institutions, whether they are national or international agencies. As much as may be necessary, Meteo Rwanda and RBA will continue with their usual dissemination of their products to the global community.

Any issues not addressed in this agreement will be studied and settled by mutual consultation between the parties.

Article 12: Relationship

12.1. The parties agree to work cooperatively to implement the term and intent of this MoU. The terms set forth herein are not exhaustive of the terms in the definitive documents.

12.2. The parties intend to use their best efforts in good faith together to achieve the MoU objectives.

Article 13: Notices

13.1. Any notice to either of the parties shall be deemed to be duly served if sent or delivered physically at the address of that party or if sent or delivered by certified or registered post or by facsimile transmission or by electronic mail.

13.2. The parties are committed to respect the written form for all notifications linked to the execution of this MoU. The notifications for Meteo Rwanda shall be sent to: the Meteo Rwanda, P.O BOX 898, Kigali, Rwanda, and Email: info@meteorwanda.gov.rw, and notifications of the RBA shall be sent to Rwanda Broadcasting Agency, P.O BOX 83 Kigali, Rwanda, and Email: info1@orinfor.gov.rw.

Article 14: Effectiveness

This MoU shall become effective from the date it is signed by both parties and shall remain in full force and effective until its completion, unless cancelled according to the terms set forth herein.

Kigali, on..... 21 FEB 2014 /

On behalf of MININFRA

Christian RWAKUNDA
Permanent Secretary



On behalf of RBA

Arthur ASIIMWE
Director General

