

MASTER AGREEMENT (MEMORANDUM OF UNDERSTANDING)

BETWEEN

NDHIWA MUNICIPALITY, HOMABAY COUNTY

AND

DELON HAMPTON ASSOCIATES EAST AFRICA LIMITED

—

**COOPERATION IN DESIGN AND DEVELOPMENT OF A 30 YEAR
MASTER PLAN FOR NDHIWA MUNICIPALITY AND THE
FOUNDATION FOR DEVELOPMENT OF A SUSTAINABLE NDHIWA
AGRI-CITY IN THE LAKE VICTORIA REGION, KENYA**

‘A PALM OF ENDLESS POTENTIAL’





MEMORANDUM OF UNDERSTANDING

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MEMORANDUM OF UNDERSTANDING

Entered in the Republic of Kenya.

This Memorandum of Understanding (Master Agreement) is made and entered into on the Friday, September 8th, 2023 (“Effective Date”) by and between:

Delon Hampton Associates - East Africa, Limited (hereinafter referred to as **DHA East Africa**) residing/located at **Kilimani, Nairobi** and of **P.O BOX 52887- 00200, City Square, Nairobi, KENYA** (“First Party”)

AND

The Board of Ndhiwa Municipality (hereinafter referred to as **Ndhiwa Board**) residing/located at **Ndhiwa Municipality in HomaBay County, Kenya** and of **P.O BOX 61 - 40302 Ndhiwa, KENYA** (“Second Party”)

Both known collectively as the “Parties”.

SECTION 1: GENERAL INFORMATION

1.1 Background:

1. The First Party and the Second Party desire, under the Laws of Kenya, to enter into an agreement in which they will work together to achieve the various aims and objectives relating to the DESIGN AND DEVELOPMENT OF A MASTER PLAN within a set period of time as defined in the scope of work in this Memorandum of Understanding (Master Agreement) and related annextures thereof for the future of the new municipality of Ndhiwa (this is hereinafter referred to as The Ndhiwa Master Plan) under the banner of ‘Palm¹ of Endless Potential’.
2. The Ndhiwa Municipality is an economic hub of Homabay County in Kenya and the Ndhiwa Board aims to make Ndhiwa Municipality a model sustainable city as defined by the United Nations Sustainable Development Goal #11. The idea is to create a healthy urban living environment for all; where citizens live, work and play in a thriving eco-harmonious community. It is desired that Ndhiwa be an agricultural city (Agri-City) where the interface between urban and farmland environments allow for a diversity of edge conditions that foster interaction with the urban fabric. This strategy creates a balance of development and open space that ultimately facilitates a higher quality of life through self-sustenance

¹ Used by Kakamega County

and new economic opportunities. The Ndhiwa Municipality Board has invited and accepted a proposal from DHA East Africa to be a partner in the development of the Ndhiwa Master Plan.

3. Ndhiwa aspires to design and construct 'blue and green infrastructure' as the foundation of its goals for a strong economic environment and quality lifestyle for its citizens. In the face of climate change and its adverse effects on community health, economic performance, food security, and demographic stability, Ndhiwa will establish policies for a sustainable city through a legal framework, incentive programs, and other strategies.
4. THUS, the First- and Second-Party desire to enter a cooperative agreement with each other, setting out the working arrangements that each of the two agree are necessary to complete the Ndhiwa Master Plan.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants and agreements contained in this Master Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

1.2 Purpose and Scope

1. The purpose of this Master Agreement is to affirm the intended cooperative relationship between the two parties, and provide the framework, the scope of work, terms and conditions, and responsibilities of the Parties associated with their work on the Ndhiwa Master Plan, as attached in more detailed information (ANNEX I) that Parties have agreed upon.
2. The Cooperation will broadly entail the entire comprehensive Master Planning process to be shared by DHA East Africa upon signing of this Memorandum of Agreement. The outcomes of this process will include the studying, planning, and developing of a 30-year Master Plan; this will among others include complete Spatial Plans, Integrated Development Plans, Investment plan and proposed bylaws for enactment or amendments to help actualize the vision of a sustainable city.
3. Further cooperation will be needed to ensure Monitoring Evaluation Learning and Reporting (MEL&R) processes. Parties will develop and build MEL&R frameworks and identify key performance indicators to be tracked and measured. Outline the reporting and dissemination frameworks anchored on people's engagement and public participation in line with the life span of the master plan, cognizant of Ndhiwa municipality as a sustainable city.

1.3 Commencement and duration

The cooperation of the Parties is to be for SEVEN (7) years from the date of signing the Master Agreement until **Saturday, September 7th, 2030**

1.4 Objectives

As further outlined below, both parties will collaborate on the following:

1. Facilitate a sustainable urbanization process through an integrated urban and regional planning management framework” for delivery of new and improved green and blue infrastructure, connectivity and circulation, accessibility, safety and security, service provision, present and future land use and built environment through:

- i. The preparation of Ndhiwa Municipality Master Plan, as a guide to future development over the next 30 years that meets or exceeds the global benchmark for Sustainable Cities and Sustainable Communities, characterized by a zero to low carbon footprint. The Ndhiwa Master Plan will consider and integrate the priorities of other Sub-counties, Constituencies, County , National, Regional and Global strategic development goals and plans that align with the priorities featured in this Master Agreement
- ii. Address climate change impacts through corrective, mitigative and adaptive strategies in the Ndhiwa Master Plan.
- iii. Other values and priorities of the Ndhiwa Master Plan include:
 1. Regional economic diversity and resilience,
 2. Equity,
 3. High quality of life, health and wellness,
 4. Quality educational systems at primary, secondary, and tertiary levels, and
 5. Hope and opportunity for the next generation.
- iv. Design oversight, program management, and on-going professional consultancy proposed with Ndhiwa Municipality during implementation of the green and blue infrastructure initiatives which emanate from the adopted master plan.

2. Promote and develop structures for Citizen Participation in the Master Planning process.

3. Seek funding and strategic partnership/investments through various strategies and sources as necessary to implementing the Ndhiwa Master Plan.

SECTION 2: COOPERATION BETWEEN THE PARTIES

2.1 The Parties and their Obligations/Responsibilities

2.1.1 Parties

1. The Parties to this Master Agreement, having discussed the key issues of the Master Agreement that had been identified, resolved, and through consensus achieved between the two parties in this Master Agreement, agree to work together in such a manner that would promote a genuine atmosphere of collaboration in support of an effective and efficient partnership and leadership meant to maintain, safeguard, and sustain sound and optimal financial, managerial, and administrative commitment with regards to all matters related to the Ndhiwa Master Plan.

2. This Master Agreement shall remain in force for the stated period and as per the terms and conditions set forth.

3. It is also desired that the Master Agreement allow for flexibility to expand into other related projects which may involve the same community and include other parties which bring value to the intent and execution of the Master Agreement.

4. These collaborative efforts by both parties will include entering Joint Venture (JV) amongst themselves for agreed projects, partnerships, and fundraising ventures, and they can jointly bring on board other third party JVs for specific projects and timeliness within an agreed framework and supported by both parties to this Master Agreement.

2.1.2 Cooperation Benefits: Unique expertise and capabilities

1. The Parties represented in this Master Agreement bring unique and specialized expertise that will be drawn from to meet the objectives of the Program and accomplish the purpose of this Master Agreement.

2. The First Party will use the following unique experiences and expertise to further the objectives of the Project:

a. **ANNEX II:** Attached is the capability statement for DHA East Africa indicating the unique expertise and capabilities they bring in as partner to this Master Agreement. DHA East Africa prioritizes excellence in triple bottom line values of planet, people, and productivity.

3. The Second Party will use the following unique experiences and expertise to further the objectives of the Project: Unique Sustainable Agri-City.

a. **Ndhiwa Board:** Whereas the mission of the Ndhiwa Board may be described as to prepare and empower the next generation to achieve their own missions, the makeup and purpose of Ndhiwa Board is an ideal partner with DHA East Africa in this collaborative endeavor.

b. The Board brings its unique competence and experience with skills mix to this collaboration that includes knowledge of grants research, training, public engagement and fellowships to fund the proposed master plan and its implementation. The Board also brings financial resources (Governmental and institutional) and community connections within the targeted area, as indicated in **ANNEX III**

4. Further to executing this Master Agreement, the parties acknowledge that there will be need of engaging the Residents/Citizens of Ndhiwa Municipality and its Stakeholders in different sectors, and as such, through an agreed framework; they shall become parties through such structures as agreed by both parties acknowledging that Ndhiwa Municipality is a Palm of Endless Potential.

2.1.3 Parties Obligations/Responsibilities

The parties shall each under the Master Agreement be solely responsible as follows:

1. DHA East Africa shall:

a. Carry out all components of the Master planning process and deliver on agreed milestones as per agreed scope of work to be developed during deliberation of the Master Agreement.

- b. Collaborate on identifying funding sources and implementing partners for the process.
 - c. Lead in the professional and technical development of the master plan
 - d. Guide on the development urban integrated development plan and strategic plan extraction from the master plan
2. Ndhiwa Board shall:
- a. Designate a Point of Contact (POC) who will coordinate with DHA East Africa on the various activities under this process.
 - b. Inform DHA East Africa, through the POC, of all pertinent matters related to the Master Agreement and facilitate Master Agreement execution. including availing office space.
 - c. Create enabling environment for the development and Financing the master planning process and working with DHA East Africa develop fundraising strategies for the Master Plan.
 - d. Community mobilization and facilitate Interface with key stakeholders through public participation.

2.2 Monitoring Evaluation Learning and Reporting

1. The Parties shall through an established team, carry out a set systematic and objective Monitoring Evaluation Learning and Reporting (MEL & R) based on set detailed metrics and indicators for the desired outcomes aligned with the master planning process to ensure effectiveness of the partners in execution of the Master Agreement within the agreed objectives.
2. The Parties shall come up with a timeframe for continuous and systematic assessment, and/monitoring of the implementation of the Master Agreement and the Master Planning process based on the planned activities, outputs, derived from indicators. The MEL & R team shall also carry out the Evaluation

through the periodic and objective examination of the relevance, effectiveness, and efficiency of the process as outlined in the specified objectives.

3. The MEL & R Team shall then be required to share the progress results and areas of improvement based on collecting and analyzing data on their activities and outcomes. The information will be used to provide feedback to the Parties, Citizens and other key stakeholders to learn from the experiences, identify best practices, and inform decision-making for future actions.
4. It is hoped that these acts of accountability and transparency to the parties, citizens, donors, partners, and other stakeholders will enhance the quality and credibility of the interventions, foster a culture of learning and improvement amongst the Parties, strengthen the Parties cooperation and assist in the Master Planning process to meet its objectives.
5. The MEL & R team shall form various committees to oversee, and advise the master plan development processes execution. The formation of such committees will be agreed upon by parties.

SECTION 3: TERMS AND CONDITIONS

It is mutually understood and agreed by and between the parties that:

3.1 Governance, Communication, and Decision-Making

1. There will be no employer-employee relationship between DHA East Africa and the Ndhiwa Board, and that decision-making will be by consensus amongst the Parties. Proper records for the engagements and running of the program shall be kept by the Parties and responsible implementing organs for this Cooperation.
2. Neither Party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party.
3. The Parties shall, through consultation, constitute a Stakeholder engagement forum and sectoral working/steering committees that shall, among other internally agreed structures, form part of the structures to engage other stakeholders.
4. Where it does not breach any confidentiality protocols, a spirit of open and transparent communication should be adhered to. The Parties shall maintain

regular communication and coordination through both formal and informal channels in order to strengthen the cooperation. All binding decisions shall be formally noted and communicated.

5. Coordinated communications that is consistent with the objectives of the program should be made with external organizations, Citizens/public and other stakeholders to create awareness and elicit their support and further the objectives of the Project. They shall be engaged and communicated to, through interactive meetings, press releases and other media interfaces, as agreed to and undertaken with, the express written agreement of both Parties.
6. All notices, demands, requests, and other communications given hereunder for purposes other than termination shall be made in writing and shall be deemed given if:
 - a. Delivered by hand; or
 - b. Mailed by domestic registered or certified mail with prepaid postage, after 14 days of business days since the date postmarked.
 - c. Any notices, demands, requests, and other communications returned to the sending Party as non-delivered should be re-delivered or re-mailed to the forwarding address affixed thereto. Such communications will be deemed delivered in the same way as those that had not been returned to the sending Party.
7. All written notices so given will be deemed effective upon receipt.
8. Each party, at its sole cost and expense, shall carry insurance or self-insure to cover its activities in connection with this Master Agreement, and obtain, keep in force, and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation and business automobile liability adequate to cover its potential liabilities hereunder. Each party takes legal and financial responsibility for the actions of its respective employees, officers, agents, representatives, and volunteers. It is the intention of the parties that, where fault is determined to have been contributory, principles of comparative fault will be applied.

3.2 Non-Disclosure, Confidentiality, and Intellectual Property

1. The Parties have entered a Non-Disclosure Agreement to safeguard the information that shall be shared, generated, processed and developed in the course of the execution of this Master Agreement and the program to the end of the cooperation.
2. The Non-Disclosure Agreement shall stay in force for a period of at least 60 months from date of its signing.
3. Any and all intellectual property, materials and other work product (including any patents, copyrights, or other intellectual property rights therein) and work process that include, in part, information on technology, manufacturing process, process standards, quality assurance methodologies, quality standards, production capabilities, raw material purchasing, marketing, finance and all other related documents, manuals, and operational or technical matters created and/developed independently or jointly by DHA East Africa and Ndhiwa Board under this Master Agreement (collectively, “DHA East Africa Work Product”) will be owned by both parties on agreed proportions based on the contribution and attributions of each partner. All of these matters are hence classified as confidential in nature and proprietary to DHA East Africa and Ndhiwa Board only
4. However, any pre-existing materials provided by the Ndhiwa Board for use in the program will remain the property of Ndhiwa Board, DHA East Africa are hereby granted permission to use such materials for the Master Agreement and program objectives. Further, any intellectual property owned by the parties prior to this agreement shall continue to be owned by them.
5. Any intellectual property, materials or other work product jointly created by DHA East Africa and an employee of Ndhiwa Board, or should Ndhiwa Municipality provide financial support for the creation of such intellectual property (such that they would be joint inventors or joint copyright holders under relevant intellectual property law) will be jointly owned by the Parties, with each party able to use the jointly-created work without accounting to the other and without the consent of the other.
6. DHA East Africa and Ndhiwa Board may publish reports or papers concerning the work performed under this program consistent with academic standards and DHA East Africa will be co-authors with Ndhiwa Board as well as sponsors.

3.3 Dispute Resolution

1. The Parties to this Master Agreement agree that if any dispute arises through any aspect of this agreement, including, but not limited to, any matters, disputes, or claims, the Parties shall confer in good faith to promptly resolve any dispute or participate in alternative dispute resolutions (ADR) structures.
2. In the event that the Parties are unable to resolve the issue or dispute between them, then the matter shall be mediated and arbitrated in an attempt to resolve any and all issues between the Parties, and within applicable Laws and Regulations of the Republic of Kenya.

3.4 Duration and Termination

1. This Master Agreement shall hold for a duration of seven years from the date of signing, and may be renewable as noted by mutual agreement, provided that DHA East Africa and Ndhiwa Board reserve their respective rights to withdraw their participation in the agreement upon written notice.
2. This Master Agreement may be terminated by mutual written agreement of the Parties upon 180 working days' notice.
3. This Master Agreement shall automatically terminate upon completion of all responsibilities as stated in the "Purpose & Scope" section to include: The Ndhiwa Master Plan, Statement/Scope of Work and the Master Planning process detailing the timelines and list of objectives for the program, unless otherwise amended. See attached.

3.5 Severability and Amendments

1. Any part or provision of this Master Agreement that is found to be unenforceable, illegal, void, or prohibited in any jurisdiction will be ineffective without invalidating the remaining provisions and parts of the Master Agreement. In such a scenario, the Parties will use reasonable efforts to employ and find an alternative way to achieve the same or substantially the same result as contemplated by such part or provision.
2. This Master Agreement may be amended from time to time by mutual agreement of the parties in a written modification signed by both parties.

3.6 Understanding

1. By signing this Master Agreement, both Parties of this Master Agreement mutually agree and understand that:

- a. Each Party will take financial and legal responsibility for the actions of its affiliates, officers, employees, independent contractors, agents, volunteers, and representatives.
- b. Each Party shall carry insurance at its sole expense to cover its activities in connection with this Master Agreement. Each Party shall also obtain and maintain insurance for general liability, workers' compensation, and business automobile liability adequate to cover any potential liabilities.
- c. Each Party agrees to indemnify, defend, and hold harmless the other to the fullest extent permitted by law from and against all actions, demands, claims, losses, liabilities, costs (including attorney's costs and fees), and damages. Each Party shall also be responsible for the proportionate cost of any damages arising from the fault of such Party, its officers, agents, employees, and independent contractors.

SECTION 4: AUTHORIZATION AND EXECUTION

4.1 Entire Agreement

1. This Master Agreement, its attachments (Annexures and Addendums), and the applicable Scope/Statements of Work constitute the entire agreement between DHA East Africa and Ndhiwa Board regarding the subject matter of this Master Agreement, superseding any and all prior or simultaneous representations, discussions, negotiations, understandings and Master Agreement, whether oral or written. The laws of the Republic of Kenya apply to this Master Agreement.
2. The signing of this Master Agreement does constitute a formal understanding and as such, it is upon each of the Parties to strive to reach, to the best of their abilities the objectives stated herein.

4.2 Signatures

1. The Master Agreement shall be signed by both Parties and thus shall be effective as of the date first written above.

Brian Anthony Stephenson
Chief Executive Officer

Prof. Gordon Nguka
Board Chairman

Full Name

Full Name

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Signature

Signature

**DELON HAMPTON ASSOCIATES
EAST AFRICA LIMITED
P.O BOX 52887- 00200, City
Square, Nairobi, KENYA**

**THE BOARD
MUNICIPALITY OF NDHIWA
P.O BOX 51-40302 Ndhiwa
KENYA**

First Party Printed Name

Second Party Printed Name

Stamp/Seal

Stamp/Seal

7.

ANNEX I:

THE NDHIWA MASTER PLAN AND THE STATEMENT/SCOPE OF WORK

Ndhiwa: The Palm of Endless Potential

1.Introduction

Ndhiwa Municipality has set a high bar for regional and urban planning based on the United Nations Sustainable Cities agenda. Cities around the world have evolved into centers of high energy consumption and carbon emissions. Much of this relates to how we move goods and transport, how we move people, our approach to land management, and the sourcing of our energy from fossil fuels. A planning agenda which preserves the natural assets of Ndhiwa, corrects existing processes of environmental degradation, and addresses the historic sources of the high urban carbon footprint, will firmly place the municipality in the domain of best Sustainable Communities. Ndhiwa’s aim is to be recognized as East Africa’s “**Palm of Endless Potential**” and to be a self-sustaining agricultural economy.

1.Current Activities of Ndhiwa Municipality

BOARD MANDATES AS GAZETTED

- a. Oversee the affairs of the Municipality of Ndhiwa;
- b. Develop and adopt policies, plans, strategies and programmes, set targets for delivery of services;
- c. Formulate and implement integrated development plans;
- d. Monitor and where appropriate regulate municipal services where those services are provided by service providers other than the board of the municipality;
- e. Construct and maintain urban road, non-motorized transport, storm water drainage and flood controls and associated infrastructure;
- f. Construct, maintain, regulate and manage municipal markets and abattoirs;
- g. Construct, maintain and manage street lights, parking facilities, bus and taxi stands, regulate and control traffic;

- h. Prepare and submit its annual budget estimates to the County Treasury for consideration and submission to the County Assembly for
- i. Approval as part of the annual County Appropriation Bill;
- j. Enter into such contracts, partnerships or joint ventures as it may consider necessary for the discharge of its functions as required under the law;
- k. Administer and regulate its internal affairs;
- l. Implement applicable national and county legislation;
- m. Promote a safe and healthy environment; and
- n. Perform such other functions as may be delegated by the county government or may be provided for by any written law

2.Desired Outcomes of the Ndhiwa Master Plan

An over-arching theme for the Ndhiwa Master Plan is to meet or exceed the global benchmark for Sustainable Cities and Sustainable Communities, characterized by a small carbon footprint. Where other older cities work to decarbonize, Ndhiwa can, with proper planning, achieve a low to zero carbon footprint through intentional design in the master plan process.

Carbon-footprint is only one of several metrics of excellence in sustainable urban and regional planning. Likewise, development measured by Infrastructure alone does not cover the full scope of what makes a sustainable community. Other metrics include regional economic diversity and resilience, equity, quality of life, localized interventions against effects of climate change, health and wellness, hope and opportunity for the next generation, and quality of education.

In this cooperative master planning process, all stakeholders will have a voice. Awareness of the possibilities will be heightened. Effective accountability structures will be created to ensure goals and milestones are actualized.

A partial list of areas to be explored in the master planning for Ndhiwa Municipality are as follows:

Sustainable Land Use Zoning. Implementation of the Physical Planning Handbook which is based on the Physical & Land Use Planning Act 2019. Production of spatial plans and integrated development plans.

Legal and Policy: Recommendation of bylaws in support of the implementation plan for the sustainable urban development agenda.

Improved Education Quality at Primary and Secondary Schools. A hallmark of quality of life for the residents of sustainable urban areas. There's need to ensure the investment in education stays ahead of population needs, and that it encourages residents to go to schools within the Municipality. The Libraries, Cultural center and museum will be included as part of the education infrastructure and programs.

Citizen Engagement and Participation. The participation of citizens will be central as its guarantees support and sustainability. There would be deliberation education effort including trips to selected Cities and Municipalities so that a critical mass is formed amongst the residents to support Master Plan and Vision

Ecosystem Repair. This will include a program to heal the land, green and where possible blue the land to ensure a rejuvenated and a restoration to nature nearest best. Ecosystem repair focuses on restoring and enhancing natural ecosystems, including forests, wetlands, grasslands, and waterways. DHA-EA will identify areas in need of restoration.

Economic Resilience. Creating multiple streams of revenue, public and private, and providing opportunity for residents to thrive within the region is a major objective to sustainability. Some of these are:

Higher Education: The introduction of new institutions of higher education and the strengthening of existing once is a strong economic driver for the community by way of creation incubation innovation and creativity through competency and skill based market oriented as pillar to sustain municipality transition to city.

Health Care: Adding level 4 and level 5 hospitals is an economic generator in addition to the inherent value of patient care. The wholistic approach to preventive care through wellness can be integrated into many segments of the quality-of-life planning.

Tourism: The tourism sector is another economic engine given a number key assets around and in Ndhiwa Sub-County such as Ruma National Park. The conservation of the biodiversity and ecosystems responding to different tourist attraction and resilient to natural resource management and conservation

Own-Source Revenue: The plan would create and maximize existing own-source revenue streams.

Cross-generational, Person with Disability and gender equity: Empowerment of youth and women, and care for the elderly and vulnerable groups including responsive design and planning.

Cultural centers: the plan to cover the growth of religious centers/ cathedrals and other critical cultural centers as mechanisms for permitting the municipality growing to be a city

Markets: A vibrant marketplace can be an economic engine for the entire region. It would be a hub for organic agricultural produce, fish, livestock, clothing, technology, and a variety of locally manufactured products. It is a place of commerce for a wide variety of trade.

Sustainable Agriculture: The planning process includes a regional approach to developing regenerative and integrated agriculture into a sustainable economic engine. Sustainable agriculture promotes practices that meet present and future food production needs while minimizing environmental impacts. When incorporating sustainable agriculture into the master plan, several strategies will be considered. It will also integrate farmer education including reaching out to the younger generation.

Affordable, Accessible, and Quality Health Care: In our Master Plan design, incorporating provisions for affordable, accessible, and quality healthcare is crucial to ensure the well-being of residents. Here are some key considerations for integrating these elements: health infrastructure development, transport investment, health education and data driven decision making

Urban Pathways and Pedestrian Pathways. The vision: a place for individuals of all backgrounds to travel freely, safely, and comfortably. All public and private roadways within Ndhiwa shall be safe and convenient for residents who travel by foot, bicycle, public transportation, motorcycle, or automobile. Green energy solutions will prevail. Streetscapes and pedestrian walkways would have adequate lighting and other safety features. Mechanisms to regularly decongest the city

Sustainable Infrastructure

This will focus on Waste Management Systems, Industrial Waste Management, Potable Water Access for All, Water for Agriculture, Storm water Management, Power and Communications Infrastructure, Internet of things, housing to the ever growing city population

Sustainable Waste Management: Reuse of the waste and sustainable renewable use of the waste

Sustainable Settlements and Appropriate Housing. The Master Plan will seek to provide appropriate housing for different needs, provide for critical utilities and amenities necessary for provision of quality life for the residents.

Food Sovereignty. Self-sufficiency in food production is key to the urban area to strengthen the circular economy model that will be adopted in the entire Master Plan.

Smart City: In building the essential package of smart concepts in the plan to ensure that all the components of the smart municipality/city are mainstreamed in the growth and development of the Ndhiwa municipality

Disaster Preparedness Prevention response management and rehabilitation: different forms of disaster remain a challenge to cities. Building early warning system, identification of disaster risks and hazardous matters remain critical to the development of the municipality. This master plan should have in build sustainable disaster prevention response and management concomitant with municipality growth and development in space and time

ANNEX II:

DHA EAST AFRICA CAPABILITY STATEMENT

DELON HAMPTON ASSOCIATES

EAST AFRICA LIMITED

DEVELOPMENT AND ENGINEERING CONSULTANCY FOR A GREENER WORLD

CONTACT:

Delon Hampton House, Argwick Kodhek 1171 - No. 2
P.O BOX 52887-00200 City Square, Nairobi
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Website: <https://www.dhaeastafrika.com>

ABOUT US:

Overarching Guiding Principle: **PLANET + PEOPLE = PRODUCTIVITY**

Delon Hampton Associates East Africa, hereinafter referred to as DHA East Africa, is focused on ensuring that our clients benefit from our priority of Triple P performance - Happy PLANET, Happy PEOPLE, High PRODUCTIVITY.

Founded in 2023, DHA East Africa is a Development and Engineering consultancy based in Nairobi Kenya with both Kenyan (majority) and USA (Minority) shareholding. We are Problem Solvers (planners, engineers, developers, and logistics professionals) who care about the footprint we impress on the environment. We seek appropriate development initiatives based on green design and engineering, and circularity in community economics and the synergy of linking with regenerative ecosystems.

DHA East Africa offers such solutions in areas of master planning, design, feasibility studies and engineering services for municipalities and towns in land use management, agro-ecological based farms establishment, municipal infrastructure, housing, building systems solutions, water and storm-water management, Sanitation and waste management. We are also involved in research in biomimicry for the built-environment, project and construction management, construction oversight and quality control, renewable energy, relocation management, and fourth party logistics.

For more visit: <https://www.dhaeastfrica.com>

OUR TEAM

1. BRIAN STEPHENSON, PE, MSc

Founder, Chief Executive Officer and Executive Chairman of DHA east Africa with over forty (40) years professional experience in the United States, Africa, and Latin America as a Civil, Structural and Environmental Engineer. He has been Engineer-of-Record and Project Manager on multiple regional and local infrastructure projects in various sectors, both public and private. He is a Biomimicry Practitioner and advocate for sustainable and appropriate development, including regenerative agricultural practices. Mr. Stephenson is the President of Passion of Hope International - USA, an NGO empowering communities through sustainable eco-friendly strategies. He holds Masters of Science, Structural Engineering (Stanford University) and Bachelor of Science, Civil Engineering (Princeton University). Mr. Stephenson is a Certified Construction Manager with the Construction Management Association of America.

More: <https://dhaeastfrica.com/brian-1>

LinkedIn: <https://www.linkedin.com/in/brian-a-stephenson/>

2. JAPHETH ODUOR A. OYENGO

Founder, Corporate Secretary and Business Development Director for DHA East Africa with extensive experience in management and development in the East Africa region having handled various roles in both private and public sector, and civil society organizations. He provides regulatory, governance and compliance advice to the Board. Mr. Oyengo is responsible for Business Development as well as coordination of Community Engagement and Corporate Social Investments. His expertise includes sustainable architecture, construction, civic engagement, and corporate strategic planning.

More: <https://dhaeastfrica.com/japheth>

LinkedIn: <https://ke.linkedin.com/in/japhethoduoraoyengo>

3. MARIAM TITILOPE OLORUNDARE

Non-Executive Director for DHA East Africa and an agricultural entrepreneur with over ten years of experience in public relations, interior design, communication, and the growth and development of organizations. She brings a wealth of knowledge and expertise to the board, having founded two startups in the fields of entertainment, hospitality, and agriculture, working both in Benin and Nigeria. Mariam has expertise with implementing organizational quality control systems, including ISO 9001. She is responsible for forming strategies that improve the company's performance review and the company's development strategy, public relations, and consulting. She is responsible for the coordination of the company's risk management framework. In the non-profit arena, Mariam is Country Director for Passion of Hope Nigeria. She holds a master's degree in English literature from the University of Lagos, Nigeria, and Regenerative Agriculture Certification from Songhai Centre, Porto-Novo, Benin.

More: <https://dhaeastafrika.com/mariam>
LinkedIn: <https://ng.linkedin.com/in/mariam-olorundare-059a4b59>

4. JOANNA JURDI

Senior Architect & Planner, DHA East Africa. Joanna is an expert in sustainable architecture and green design with extensive knowledge and experience in planning, design and green technology spanning over 15 years. A holder of a Masters of Science in Biomimicry from Arizona State University, USA and Master of Architecture from Lebanese Academy of Fine Arts (Académie Libanaise des Beaux-Arts, ALBA), Lebanon, she is focused on creating sustainable, well adapted environmentally viable integrated regenerative systems in human design. She is responsible for Planning and Green/Eco Design Department and supports project management and business development initiatives in the Middle East.

More: <https://dhaeastafrika.com/joanna>
LinkedIn: <https://lb.linkedin.com/in/joannajurdi>

5. BRHANE HAGOS KIDANEMARIAM

Senior Consultant, Water, Sanitation and Hygiene Program, DHA East Africa. Brhane has over 15 years of experience and deep knowledge in the field of water supply and sanitation systems. He is a registered Practicing Water Supply and Sanitation Engineer (PRWSSE) under the Ethiopian Construction Authority (ERA). He has a diverse range of expertise, including project/program feasibility study, design, construction supervision, project management, contract, and procurement management, as well as monitoring and evaluation (M&E) in development of water sources, access to sanitation and engineering and none engineering tasks related with the onsite and offsite sanitation systems in cities and rural communities. And has worked with such agencies and international development partners and financing institutions as the World Bank Group IBFD, The Agence Française de Développement (AFD), African Development Bank (AfDB), Planers S.A (Greece), Dutch Water Authority (Netherlands), and International Financial Corporation (IFC).

More: <https://dhaeastafrika.com/brhane>
LinkedIn: <https://et.linkedin.com/in/brhane-hagos-kidanemariam-b7068365>

6. JAMES ODABA

Senior Consultant, Organic Agriculture & Farm Planning, DHA East Africa. James is a highly skilled Organic Farming Consultant with over ten (10) years extensive experience in training, planning, designing, executing, and managing sustainable agro-ecological programs that have included Regeneration/ Organic agriculture projects, environmental management initiatives and related sustainable livelihood programs in East Africa. He holds a Bachelor of Science in Organic Agriculture and Environmental Science from. He thus brings to the company a wide knowledge and skills in such areas as farmland assessment, farm design, planning, and execution, waste management, irrigation system installation, organic farm enterprise management, ecologicB.S./2012-2016/ Organic Agriculture / Uganda Martyrs University, Uganda; Diploma in Organic Agriculture / Kenya Institute of Organic Farming; Certificate in Current and Emerging Threats to Crops Innovation Lab Practical Course/ Michigan State University

More: <https://dhaeastfrica.com/james>
LinkedIn: <https://ke.linkedin.com/in/james-odaba-175b58116>

7. CHRISTINE FAYE, PhD

Lead Consultant representing Cabinet EDE International. She is Head of Department, Offers and Expression of interest for Cabinet EDE International. She is a Water, Sanitation and Hygiene (WASH) Specialist and Faecal Sludge Management (FSM) Expert. Holds a PhD, Environmental Science (Huazhong University of Science and Technology), a Master, Biotoxicology applied to industry, environment and science (Cheikh Anta Diop/DAKAR) and a Master's degree, Natural Sciences (Université Cheikh Anta Diop de Dakar (UCAD))

More: <https://www.linkedin.com/in/christine-faye-b951946b/>

8. NANCY MWANGI, MSc

Lead Consultant representing Geotech Mapping Solution Limited. She is a Principal Surveyor and Lead Consultant at Geotech Mapping Solutions Limited, and has extensive knowledge and expertise in Cadastral, Topographical and Engineering Surveys and GIS. She is a licensed land surveyor with the Kenya Land Surveyors Board(LSB) and a full member of the Institution of Surveyors of Kenya (ISK). She holds an MSc in GIS and Remote sensing (JKUAT), and a BSc (Eng) Surveying and Photogrammetry (University of Nairobi).

More: <https://www.linkedin.com/in/nancy-mwangi-39291814/>

OUR PARTNERS

In the fulfilling its programs, DHA East Africa has key partners with whom they have entered collaborative agreements for a number of Joint Venture pursuits. These brings together a variety of expertise across the areas the different service areas in both urban and rural environment, and across various countries all united in a common goal of ensuring delivery of quality, environmentally sound and beneficial projects to our clients

1. Cabinet EDE International

Cabinet EDE International is based in Dakar, Senegal, and is specializing in environmental studies, engineering, consulting, expertise, and the implementation and management of works. Cabinet EDE proposes innovative solutions, relevant and adapted to the socioenvironmental realities.

More: <https://cabinetede.com/>

2. Geotech Mapping Solutions, Limited

Geotech Mapping Solutions Limited is based in Ruiru, Kenya and specialized in Geographical information Systems (GIS) surveys and mapping and offers real estate solution that include property surveys, Engineering surveys, topographic surveys, and land for development/ investment identification and acquisition.

More: <https://www.geotech.co.ke/>

3. El Arca Structural Engineers

El Arca Structural Engineers is based in Nairobi, Kenya with extensive expertise in structural design and design of roadway infrastructure.

More:

OUR SERVICES

1. PLANNING & ENGINEERING

DHA-EA provides comprehensive development planning and design to our clients combining principles of ecology, future-focused design, cultural anthropology, renewable energy, and circular economics. In this department we broadly organize our operation under Design and Planning, Green Engineering & Building Systems, Construction Methods Appropriateness and Project Financing

2. DEVELOPMENT & CONSTRUCTION MANAGEMENT

This department covers implementation to ensure the key principles of Triple 'P' are adhered to. Climate resilience and circularity are central to this and this begins from the very initial stages of conceptualization, planning and design. This is then tracked and strict adherence is ensured throughout implementation till the conclusion of the projects and/or programs. This department offers such services that include Project & Property Management, Construction Quality Control, Construction Management & Commissioning and Renewable Energy Program.

3. WATER SANITATION & HYGIENE (WASH) ENGINEERING

The purposes of providing access to WASH services include achieving public health gains, ensure better education outcomes, improving human dignity in the case of sanitation and enhancing water security that have a bearing on addressing burdens and risks especially amongst women and children. DHA East Africa is commitment to make our contribution to address the challenges in WASH sector to attained the set SDG and make the world a better place. Our department covers Consultancy and Engineering services that include WASH Infrastructure design & development including Municipality WASH Infrastructure, Ground Water Management, Water for Agriculture (Irrigation), Storm Water Management, Waste Disposal, Waste Management, Solid Waste Management including Faecal Sludge Management(FSM) and Waste Water Management for both Urban and Rural areas.

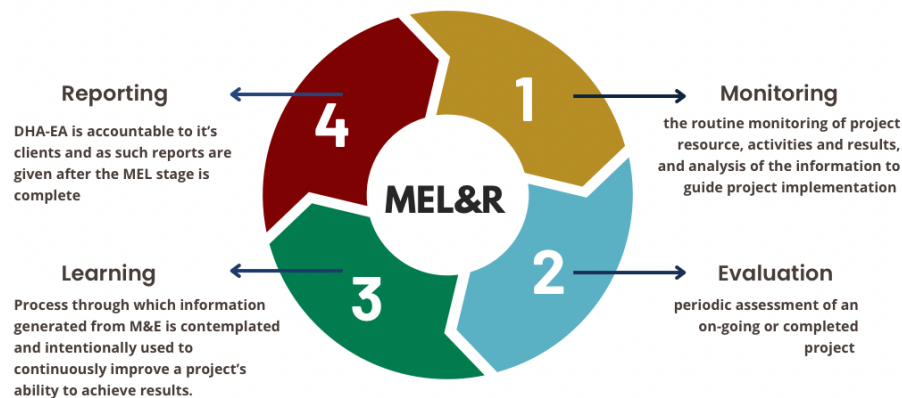
4. ORGANIC AGRICULTURE CONSULTANCY SERVICES

Our implementation of Organic agriculture is achieved through the OPDSA cycle (Observe Plan Do Study Act), in partnership with our clients and the communities. We develop a flexible master plan focusing on Regenerative Agriculture that is tested, monitored, readjusted, and then fully implemented. We are also keen to ensure the projects we support have well trained personnel in Organic Agriculture.

We offer Consultancy services in Organic Farm Planning & Development, Organic Agriculture Trainings & Promotions, and Organic Farm Support Services.



ANNEX IV: MEL & R FRAMEWORK



Introduction

Establishing a Monitoring, Evaluation, Learning and Reporting (MEL&E) framework is crucial for the continuous improvement of **NDHIWA MUNICIPALITY MASTER PLAN DESIGN** as 'A PALM OF ENDLESS POTENTIAL' and its adherence to ISO 9001 standards. ISO 9001 is an internationally recognized standard for quality management systems, which provides guidelines for organizations to ensure consistent delivery of high-quality products or services. An MEL&R framework complements ISO 9001 by enabling organizations to monitor, evaluate, learn and report their processes, identify areas for improvement, and track their progress towards quality objectives. The following are DHA-EA Monitoring, Evaluation, Learning and Reporting (MEL&E) framework:

1. MEL&R Objectives:

1. There will be a defined, clear and measurable MEL&R objectives that align with Ndhwa's Municipality master plan design overall goals and ISO 9001 requirements.
2. We will Ensure that the objectives are specific, measurable, achievable, relevant, and time-bound (SMART).

2. MEL&R Indicators:

1. We shall Identify a set of key performance indicators (KPIs) that will be used to measure progress, effectiveness, and efficiency of the Master Planning design process.
2. Ensure that the selected indicators align with the ISO 9001 standards and provide meaningful insights into the Master Planning design performance.
3. Define the methodology and data sources for collecting and analyzing the indicators.

3. Data Collection and Management:

1. Develop a data collection plan that outlines the methods, tools, and frequency of data collection.
2. Establish a data management system that ensures data integrity, confidentiality, and accessibility.
3. Train relevant staff on data collection techniques and ensure consistency and accuracy in data collection processes.

4. Evaluation and Analysis:

1. Establish a systematic process for evaluating and analyzing the collected data against the defined indicators.
2. Use appropriate statistical and qualitative analysis techniques to derive insights and identify trends, strengths, weaknesses, and areas for improvement.
3. Document and report evaluation findings to stakeholders, making use of visualizations and other suitable formats.

5. Corrective and Preventive Actions:

1. Implement a mechanism for identifying and addressing deviations from ISO 9001 standards and MEL&R objectives.
2. Develop a process for taking corrective and preventive actions to improve performance and ensure compliance.
3. Monitor the effectiveness of the implemented actions and make necessary adjustments when required.

6. Reporting and Communication:

1. Develop a reporting structure and schedule for sharing M&E findings and recommendations with relevant stakeholders.
2. Ensure that reports are concise, clear, and provide actionable insights for decision-making.
3. Foster a culture of open communication and learning, encouraging feedback and suggestions from stakeholders.

7. Capacity Building:

1. Identify capacity gaps within the organization and provide training and support to staff involved in the MEL&R process.
2. Foster a learning environment and promote the use of best practices and lessons learned.
3. Regularly review and update the skills and knowledge of staff to ensure effective implementation of the MEL&R framework.

8. Continuous Improvement:

1. Establish mechanisms for continuous review and improvement of the MEL&R framework based on feedback, lessons learned, and changes in ISO 9001 standards.
2. Foster a culture of innovation and learning, encouraging staff to propose and implement improvements to enhance the Master Planning Design performance.

ANNEX V:

THE NDHIWA REGEN PROGRAM, AND STATEMENT/SCOPE OF WORK

Ndhiwa Municipality pride itself as ‘A Palm of Endless Potential’ within the Lake Region and aims at being a sustainable Agri-City providing a Healthy Urban Living for Everyone, for all citizens to live, work and play in a healthy and green urban space. To achieve this will be no mean feat and as such Ndhiwa Municipality undertakes to pilot a waste management project referred to as Ndhiwa Regen program that will promote the ideals of regenerative ecosystems and circular economy, with part of the waste that will include organic fertilizer directed into agriculture (to ensure Regenerative Agriculture), and also ensuring Ndhiwa Municipality compliance to Sustainable Waste management Act 31 Of 2022 and related regulations, policies and County bylaws in Kenya and Homabay County.

To achieve this high status there is need for comprehensive and sustainable waste management system that starts from source to waste management facility aiming at promoting the right to a clean and healthy environment. The Sustainable Waste management Act 2022 defines "waste management facility" as a site or premises licensed in accordance with this Act for the purposes of receiving, accumulation, depositing, recovery, recycling, treatment, storage and disposal of waste and includes waste processing areas, transfer stations, reusing areas, materials recovery facilities, recycling plants, food waste treatment facilities, composting plants, waste disposal areas, waste-to-energy facilities and sanitary landfills.

This program will support also the development of Waste Management Plans for Ndhiwa Municipality and integrate these into their corporate strategy. It will target a specific locality and identify site for the Waste Management Facility will be located and managed by the Parties with clear responsibilities to support the waste management activities as laid out in this Master Agreement. The Act defines the waste management activity as any administrative or operation activity for the- (a) importation or exportation of waste as prescribed by regulations; (b) segregation of waste including any activity or process that is likely to result in generation of waste; (c) accumulation and storage of waste; (d) collection and handling of waste; (e) reduction, reusing, recycling and recovery of waste; (f) trading in waste; (g) transportation of waste; (h) transfer of waste; (i) treatment of waste; and (j) disposal of waste.

The residents, Municipality staff and other concerned stakeholders within the selected project area will be sensitized on the laws, organized to align their waste management to what is sustainable way.

The program will also target several agricultural producers who will participate in regenerative agriculture and be part of the loop that benefits from converted waste to improve their yields and within set organic produce standards.

This project is hoped to develop a model that can be scaled up into other parts of the Municipality and County and even in other parts of Kenya and region.

The program will through the Ndhiwa Municipality liaise with the County Government of Homabay to access a County Materials Recovery Facilities which is mandatory by law for each to have. A materials recovery facility, which is to be licensed by the Sustainable Waste Management Authority under set regulations issued by responsible Cabinet Secretary, shall be used for final sorting, segregation, composting and recycling of waste generated or transported to the county and transport the residual waste to a long-term storage or disposal facility or landfill.

The program shall also make effort to tap into and benefit from incentives by both County and National Government in ensuring Sustainable Waste management for both the individuals for the collection and separation of waste at the source in neighborhoods and informal settlements and the facility they will be managing for both the Municipality and/county. It will also integrate in the Ndhiwa Master plan the projection of waste management for its future expansions thus ensuring sufficiency in allocating land and relate facilities for waste management.

A summary from some part of Sustainable Waste Management Act 31 of 2022 which comes into full force in 2024 that are being considered to enhance the program;

The objects of this Act shall be to— (a) promote sustainable waste management; (b) improve the health of all Kenyans by ensuring a clean and healthy environment; (c) reduce air, land, fresh water and marine pollution; (d) promote and ensure the effective delivery of waste services; (e) create an enabling environment for employment in the green economy in waste management, recycling and recovery; (f) establish an environmentally sound infrastructure and system for sustainable waste management; (g) promote circular economy practices for green growth; (h) mainstream resource efficiency principles in sustainable consumption and production practices; and (i) inculcate responsible public behavior on waste and environment.

County governments are responsible for the implementation of the devolved function of waste management. Consequently, they will be required to ensure county waste

management laws conform with the Sustainable Waste Management Act within two years. The Cabinet Secretary will publish model county laws and regulations from which each county can develop theirs.

Additionally, counties are required to provide the necessary financial and operational conditions for the effective function of the law in counties. On operations, this includes ensuring all waste is managed within borders unless there is an inter-counties agreement, ensuring they establish waste infrastructure including establishing Material Recovery Facilities (where the waste will be subjected to sorting, segregation, composting, and recycling), and landfills for disposal of non-recoverable and residual waste. On finance, counties are to ensure they properly budget for waste management and integrate these into their planning activities.

County governments further shall mainstream waste management into county planning and budgeting, develop, manage, and maintain designated disposal sites and landfills, and maintain a register of all waste service providers operating within their boundaries.

As soon as the applicable guidelines are published, it will be illegal for any person not to segregate waste at the household level, it will be illegal for all public and private entities not to segregate non-hazardous waste into organic and non-organic waste in clearly color-coded and properly sealed bags, bins, receptacles, and containers.

Every household and all public and private entities will be required to transfer their segregated waste to licensed waste service providers for the purpose of legally transporting and disposing of the said waste to licensed facilities and likewise, it will be illegal to transport non-segregated waste.

Public entities are now required to prepare Waste Management Plans and integrate these into their corporate strategy. A person in charge of a public entity will now be personally liable.

NON-DISCLOSURE AGREEMENT (ADDENDUM 01)

BETWEEN

NDHIWA MUNICIPALITY, HOMABAY COUNTY

AND

DELON HAMPTON ASSOCIATES EAST AFRICA, LIMITED

‘A PALM OF ENDLESS POTENTIAL’



NON-DISCLOSURE AGREEMENT

Entered in the Republic of Kenya.

This Non-Disclosure Agreement (the "Agreement") is made and entered into on the Friday, September 8th, 2023 ("Effective Date") by and between:

Delon Hampton Associates - East Africa Limited (hereinafter referred to as **DHA East Africa**) with its principal offices at **Kilimani, Nairobi** and of **P.O BOX 52887- 00200, City Square, Nairobi, KENYA** ("Disclosing Party")

AND

The Board of Ndhiwa Municipality (hereinafter referred to as **Ndhiwa Board**), located at **Ndhiwa Municipality in Homa Bay County, Kenya** and of **P.O BOX 61 - 40302 Ndhiwa, KENYA** ("Receiving Party"), both known collectively as the "Parties".

AND for the purpose of preventing the unauthorized use and disclosure of Confidential Information as defined below. The parties agree to enter a confidential relationship with respect to the use and disclosure of certain proprietary and confidential information ("Confidential Information").

WHEREAS the Disclosing Party desires to disclose some confidential information relating to the purpose of this agreement to the Receiving Party.

Therefore, in consideration of mutual covenants and promises contained in this Agreement and the receipt of which is hereby acknowledged, the Parties agree as follows:

INTERPRETATION

Unless otherwise defined herein, the following words and expressions shall have the following meanings:

1. Definition of Confidential Information

1. For purposes of this Agreement, "Confidential Information" shall include any information, material, data including trade secrets, copyrights, patents, and proprietary information, techniques, sketches, drawings, models, know-how, inventions, processes, apparatus of whatever nature, including but not limited to non-technical information like future business plans, customer and suppliers

lists and other such information that has commercial value to or relates to the purpose disclosed by the Disclosing Party to the Receiving Party or its employees, assignees, agents, representatives, etc., that is not generally known to the public which is otherwise considered as disclosed, which is directly or indirectly connected with the purpose for this relationship by the provision of any written material, or by any written or oral statement to the Receiving Party

2. If Confidential Information is in written form, Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, Disclosing Party shall promptly provide notice in writing indicating that such oral communication constitutes Confidential Information.
3. Notwithstanding the foregoing, any failure by the Disclosing Party to indicate in writing or orally the information as confidential, that does not give the Receiving Party authority to disclose the information.
4. The execution of the Master Agreements and agreements by the Parties, and existence of any business negotiations, discussions, consultations, communications, or agreements in progress between the Parties that may include but not limited to the planning, design and implementation details of the Program shall be construed to fall within the scope of confidential information or material(s).
5. Confidential Information unless otherwise agreed by the Parties hereto. Any agreed disclosure shall be guided by a mutual desire to achieve the objectives of the Program.

2. Exclusions from Confidential Information

1. Receiving Party's obligations under this Agreement do not extend to information that is:
 - a. Publicly known at the time of disclosure or subsequently becomes publicly known through no fault of Receiving Party.
 - b. Discovered or created by Receiving Party before disclosure by Disclosing Party.

- c. Learned by Receiving Party through legitimate means other than from Disclosing Party or Disclosing Party's representatives.
- d. Is disclosed by Receiving Party with Disclosing Party's prior written approval; or
- e. Is disclosed as required or ordered by a court, administrative agency, or other governmental body.

3. Confidentiality Obligations of the Receiving Party

1. The Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign and be bound by nondisclosure restrictions/agreements; having the same restrictive force and effect as this Agreement.
2. Receiving Party shall not, without prior written approval of Disclosing Party, disclose in part or in whole to any third party or use information in whole or in part for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information, and/or in such a way as to procure or suggest that the Receiving Party may at any time, obtain any advantage over the Disclosing Party.
3. The Receiving Party shall take reasonable care to ensure that all materials in the possession of the Receiving Party which contain Confidential Information be kept, and shall return, destroy, or otherwise deal with the said materials as Directed by the Disclosing Party. Upon written request by the Disclosing Party, the Receiving Party shall immediately return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information which the Receiving Party has received under this Agreement and which may be in the possession of the Receiving Party, including any copies made.
4. The Receiving Party undertakes to take proper and reasonable measures to ensure the confidentiality of the Confidential Information.
5. The Receiving Party hereby acknowledges and confirms its entrance into this Agreement on the understanding that any breach on its part will entitle the

Disclosing Party to specific performance and any other form of equitable reliefs to enforce the provisions of this Agreement.

5. Rights in Confidential Information

1. Disclosing Party shall hold and maintain all rights, title, and interest in and to any Confidential Information. This Agreement and the disclosure of any Confidential Information by Disclosing Party to Receiving Party shall not be construed as granting Receiving Party any rights, title, or interest in the Confidential Information, including any rights in copyright, trademark, patent, or any other intellectual property right.
2. The Receiving Party cannot redirect business away from the Disclosing Party that is as a result of the ideas, information or any related with from the Parties engagement, discussion or execution of the Master Agreement and agreement without express permission of the Disclosing Party.

6. Application and Term of Agreement

1. This non-disclosure Agreement applies to all Confidential Information, whether provided to the Receiving Party before, on or after the date of this Agreement and the obligations of the Receiving Party shall continue to be in force until the termination of this Agreement, and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or impact to a loss of business by the Disclosing Party with the Receiving Party or confidential or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

7. Governance

1. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Kenya without regard to its choice of law principles. Any disputes that relate to the execution, interpretation, construction, performance, or enforcement of the Agreement will be brought and resolved solely and exclusively in the Courts of Kenya.

8. Relationship and Non-Circumvention of disclosed information

1. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint ventures, or employee of the other party for any purpose. The Receiving Party shall not circumvent the Disclosing party and engage or later do business directly with business contacts they share through bypassing of this agreement, or contacting at any time, for any purpose either directly or indirectly, with any other party anywhere in the world, in respect of the purpose of this agreement, without written permission of the Disclosing Party upon request by the Receiving Party.
2. The parties hereby represent that they have full rights, power, and authority to execute this Agreement and to perform the actions contemplated herein. This Agreement binds all parties, their representatives, and all subsidiaries and firms affiliated with it, under the terms of the Agreement.

9. Successor and Assigns

1. This Agreement binds and benefits the heirs, successors, and assignees of the parties.

10. Severability

1. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted to implement the intent of the parties.

11. Waiver

1. The failure by either party to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

12. Rights and Remedies

1. The Receiving Party hereby agrees to promptly notify the Disclosing Party of any disclosure of any Confidential Information in violation of this Agreement, whether such disclosure inadvertent or done with aforethought. The Receiving Party also agrees to notify the Disclosing Party of any legal matter or process

requiring the disclosure of any Confidential Information before producing such information.

2. The Receiving Party acknowledges that monetary damages may not be a sufficient remedy for any unauthorized disclosure of Confidential Information, and as such, the Disclosing Party may in addition to any monetary damages, seek injunctive and equitable relief.

13. Entire Agreement

1. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, discussions, negotiations and understandings, whether oral or written.
2. The laws of the Republic of Kenya shall apply to this Agreement.
3. This Agreement may not be amended except in a written agreement signed by both parties.
4. The signing of this Agreement constitutes a formal understanding and as such, it is upon each of the Parties to strive to reach, to the best of their abilities the objectives stated herein.

4.2 Signatures

1. The Agreement shall be signed by both Parties and thus shall be effective as of the date first written above.

Brian Anthony Stephenson
Chief Executive Officer

Prof. Gordon Nguka
Board Chairman

Full Name

Full Name

.....
.....

.....
.....

Signature

Signature

**DELON HAMPTON ASSOCIATES
EAST AFRICA, LIMITED
P.O BOX 52887- 00200, City
Square, Nairobi, KENYA**

**THE BOARD
MUNICIPALITY OF NDHIWA
P.O BOX 61- 40302 Ndhiwa
KENYA**

Disclosing Party Printed Name

Receiving Party Printed Name

Stamp/Seal

Stamp/Seal

- 2.

SUB-AGREEMENT 01

MEMORANDUM OF UNDERSTANDING (ADDENDUM 02)

BETWEEN

NDHIWA MUNICIPALITY, HOMABAY COUNTY

AND

DELON HAMPTON ASSOCIATES EAST AFRICA, LIMITED

**COOPERATION IN SUPPORTING THE IMPLEMENTATION OF THE
30 YEARS NDHIWA MUNICIPALITY MASTER PLAN
ASSOCIATED WITH THE NDHIWA PROGRAM**

‘A PALM OF ENDLESS POTENTIAL’





MEMORANDUM OF UNDERSTANDING

Entered in the Republic of Kenya.

This Memorandum of Understanding (Sub Agreement 01) is made and entered into on the Friday, September 8th, 2023 (“Effective Date”) by and between:

Delon Hampton Associates East Africa, Limited (hereinafter referred to as **DHA East Africa**) residing/located at Kilimani, Nairobi and of P.O BOX 52887- 00200, City Square, Nairobi, KENYA (“First Party”)

AND

The Board of Ndhiwa Municipality (hereinafter referred to as **Ndhiwa Board**) residing/located at Ndhiwa Municipality in Homa Bay County, Kenya and of P.O BOX 61 - 40302 Ndhiwa, KENYA (“Second Party”)

Both known collectively as the “Parties”.

SECTION 1: GENERAL INFORMATION

1.1 Background:

The First Party and the Second Party desire, under the Laws of Kenya, to enter into an agreement in which they will work together to achieve the various aims and objectives relating to the Ndhiwa Master Plan, oversee design of projects, —support and assist oversighting in the implementation of the said Ndhiwa Master Plan and within a set period of time as defined in the scope of work in this Memorandum of Understanding (Sub Agreement 01) and related Master Agreement to which this is an addendum and associated annexures thereof for the new municipality of Ndhiwa and future of Ndhiwa Agri-City (this is hereinafter referred to as- ‘The Ndhiwa Program’).

THUS, the First- and Second-Party desire to enter a Cooperative agreement between them, setting out the working arrangements that each of the two agree are necessary to complete the Ndhiwa Program.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants and agreements contained in this Master Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

1.2 Purpose and Scope

1. The purpose of this Master Agreement is to affirm the intended cooperative relationship between the two parties, and provide the framework, the scope of work, terms and conditions, and responsibilities of the Parties associated with their work on the Ndhiwa Program.
2. Each specific implementation component shall be deliberated upon in details and the Parties jointly agree on the necessary steps and nature of the cooperation to achieve the desired outcomes within the agreed cooperation period of SEVEN (7) years from the date of signing until **Saturday, September 7th, 2030.**
- 3.
4. The Cooperation will be organized into various initiatives, projects and related works geared towards actualizing the prioritized projects from the Ndhiwa Master Plan as associated with the Ndhiwa Program.

1.3 Objectives

1. As further outlined below, both parties will collaborate on the following:
 1. Facilitate a sustainable urbanization process through an integrated urban and regional planning and development management framework” for delivery of improved infrastructure, connectivity, and accessibility, safety, and security through:
2.
 1. oversee design, land use planning and/ zoning actualization for the proposed Ndhiwa Municipality and Agri-City

3. .

1. Address Climate Change through both mitigation and adaptation strategies in the implementation of the Ndhiwa Program Oversighting the Ndhiwa Program Management and/ implementation including that of the Ndhiwa Master Plan.

i. Promote and develop structures for Citizen Participation in the Program and general governance of the Municipality to ensure citizen support and participation.

2. seek funding and strategic partnership/investments through various strategies and sources necessary as efforts for supporting and assisting in achieving the Ndhiwa Program.

3.

4.

1. employ various strategies to lobby and facilitate the creation of a conducive legal and policy environment in consultation with relevant stakeholders for realizing the Ndhiwa Program.

SECTION 2: COOPERATION BETWEEN THE PARTIES

2.1 The Parties and their Obligations/Responsibilities

2.1.1 Parties

1. The Parties to this Memorandum of Understanding (Sub-Agreement 01), having discussed the key issues of the Master Agreement that had been identified, resolved, and through Consensus achieved between the two parties in this Sub-Agreement 01, agree to work together in such a manner that would promote a genuine atmosphere of collaboration in support of an effective and efficient partnership and leadership meant to maintain, safeguard, and sustain sound and optimal financial, managerial, and administrative commitment with regards to all matters related to the Ndhiwa Program.

2. This Sub-Agreement 01 shall remain in force for the stated period, and as per the terms and conditions set forth.

3. It is also desired that the Sub-Agreement 01 allow for flexibility to expand into other related projects which may involve the same community and include other parties which bring value to the intent and execution of the Master Agreement.
4. These collaborative efforts by both parties will include entering Joint Venture (JV) amongst themselves for agreed projects, partnerships, and fundraising ventures, and they can jointly bring on board other third parties for JV for specific projects and Timeliness within an agreed framework and supported by both the parties to this Sub-Agreement 01.

2.1.2 Parties Obligations/Responsibilities

The parties shall each under this Sub-Agreement 01 be solely responsible for:

1. DHA East Africa shall:

- a. Carry out all agreed components of the implementation of the Ndhiwa Master Plan and deliver on agreed milestones as per agreed scope of work to be developed during deliberation of each prioritized project/ components.
- b. Collaborate on identifying funding sources and implementing partners for various programs.

2. Ndhiwa Board shall:

- a. Designate a Point of Contact (POC) who will coordinate with DHA East Africa on the various activities under this program.
- b. Inform DHA East Africa, through the POC, of all pertinent matters related to the to this Sub-Agreement 01 and facilitate Agreement execution including availing office space.

- c. Create enabling environment for the development and financing the Master Plan and working with DHA East Africa develop fundraising and marketing strategies to attract investments for the Master Plan.
- d. Ndhiwa Board commits to assist in raising funds through grants or other revenue sources to achieve the vision of the master plan.
- e. Community mobilization and facilitate Interface with key stakeholders.

2.2 Monitoring and Evaluation

1. The Parties shall through an established team carry out a set systematic and objective Monitoring and evaluation (M & E) based on set detailed metrics and indicators for the desired outcomes aligned with implementation of the Master Plan to ensure effectiveness of the partners in execution of this Sub-Agreement 01 and all that is related to the Ndhiwa Program within the agreed objectives.
2. The Parties shall come up with a timeframe for continuous and systematic assessment, and/monitoring of the implementation of the Sub-Agreement 01 and the Ndhiwa Program based on the planned activities, outputs, and indicators. The M & E team shall carry out also the Evaluation through the periodic and objective examination of the relevance, effectiveness, efficiency, impact, and sustainability of the Ndhiwa Program as outlined in the specified objectives.
3. The Team shall then be required to share the progress results, areas of improvement based on collecting and analyzing data on their activities and outcomes for not just the purposes of providing feedback to the Parties, Citizens and other key stakeholders but also use it to learn from the experiences, identify the best practices and inform decision-making and planning for future actions.
4. These acts of accountability and transparency to the parties, citizens, donors, partners, and other stakeholders is hoped will enhance the quality and credibility of the interventions, foster a culture of learning and improvement

amongst the Parties, strengthen the Parties cooperation and assist the Ndhiwa Program to meet its objectives.

SECTION 3: TERMS AND CONDITIONS

1. It is mutually understood and agreed by and between the parties that:
 - a. They, the Parties, shall abide by the Terms and Conditions spelled out in this Sub-Agreement 01, inclusive of all addenda.

SECTION 4: AUTHORIZATION AND EXECUTION

4.1 Entire Agreement

1. (Sub Agreement 01), its attachments is an Addendum to the Master Agreement on Ndhiwa Master Plan with its related and applicable Scope/Statements of Work that constitute the entire agreement between DHA East Africa and Ndhiwa Board regarding the subject matter of this Sub-Agreement 01, superseding any and all prior or simultaneous representations, discussions, negotiations, understandings and Memorandums, whether oral or written of this Sub-Agreement 01 subject matter. The laws of the Republic of Kenya apply to this Sub-Agreement 01
2. The signing of this MOU (Sub-Agreement 01) does constitute a formal understanding and as such it upon each of the Parties to strive to reach, to the best of their abilities the objectives stated herein.

4.2 Signatures

3. The Sub-Agreement 01 shall be signed by both Parties and thus shall be effective as of the date first written above.

Brian Stephenson
Chief Executive Officer

Prof. Gordon Nguka
Board Chairman

Full Name

Full Name

.....

.....

....

....

Signature

Signature

**DELON HAMPTON ASSOCIATES
EAST AFRICA LIMITED
P.O BOX 52887- 00200, City
Square, Nairobi, KENYA**

**THE BOARD
MUNICIPALITY OF NDHIWA
P.O BOX
KENYA**

First Party Printed Name

Second Party Printed Name

Stamp/Seal

Stamp/Seal

SUB-AGREEMENT 02

MEMORANDUM OF UNDERSTANDING (ADDENDUM 03)

BETWEEN

NDHIWA MUNICIPALITY, HOMABAY COUNTY

AND

DELON HAMPTON ASSOCIATES EAST AFRICA

COOPERATION IN PILOTING SUSTAINABLE WASTE MANAGEMENT
AND REGENERATIVE AGRICULTURE PROGRAM.

‘A PALM OF ENDLESS POTENTIAL’



MEMORANDUM OF UNDERSTANDING

Entered in the Republic of Kenya.

This Memorandum of Understanding Sub-Agreement 02 is made and entered into on the Friday, September 8th, 2023 (“Effective Date”) by and between:

Delon Hampton Associates East Africa, Limited (hereinafter referred to as **DHA East Africa**) residing/located at **Kilimani, Nairobi** and of **P.O BOX 52887- 00200, City Square, Nairobi, KENYA** (“First Party”)

AND

The Board of Ndhiwa Municipality (hereinafter referred to as **Ndhiwa Board**) residing/located at **Ndhiwa Municipality in HomaBay County, Kenya** and of **P.O BOX 61 - 40302 Ndhiwa, KENYA** (“Second Party”)

Both known collectively as the “Parties”.

SECTION 1: GENERAL INFORMATION

1.1 Background:

The First Party and the Second Party desire, under the Laws of Kenya, to enter into an agreement in which they will work together to achieve the various aims and objectives relating to the Sustainable Waste Management Program and Regenerative Agriculture Program through a pilot project implementation as defined in the scope of work in this Memorandum of Understanding Sub-Agreement 02 and related attachments aimed at working towards ensuring compliance Ndhiwa Municipality to Sustainable Waste management Act 2022 and related regulations, Policies and County bylaws in Kenya and Homabay County and promote Circular Economy (this is hereinafter referred to as ‘The Ndhiwa Regen Program’).

The Ndhiwa Board having identified the need for long-term sustainable development planning and design for Ndhiwa Municipality region and lay a foundation for future development of Ndhiwa as a Sustainable Agri-City within the Lake Victoria Region, has invited and accepted a proposal from DHA East Africa to be a partner in the Ndhiwa Regen program to promote the ideals of regenerative ecosystems and circular economy. The Ndhiwa Board aims to make Ndhiwa Municipality a model sustainable city as defined by the United Nations Sustainable Development Goal #11.

Furthermore, Ndhiwa will be an agricultural city (Agri-City) where the interface between urban and farmland environments allow for a diversity of edge conditions that foster interaction with the urban fabric. This strategy creates a balance of development and open space that ultimately facilitates a higher quality of life through self-sustenance and new economic opportunities.

THUS, the First- and Second-Party desire to enter a Cooperative agreement between them, setting out the working arrangements that each of the two agree are necessary to pilot the Ndhiwa Regen Program.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants and agreements contained in this Master Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

1.2 Purpose and Scope

1. The purpose of this Memorandum of Understanding Sub-Agreement 02 is to affirm the intended cooperative relationship between the two parties, and provide the framework, the scope of work, terms and conditions, and responsibilities of the Parties associated with their work on the Ndhiwa Regen Program, as attached in more detailed information (ANNEX VI) that Parties have agreed upon. The cooperation of the Parties is to for seven (7) years from the date of signing until **Friday, September 8th, 2030**.

2. The Cooperation is broadly organized to address:
 - a. Compliance to Sustainable Waste Management Act 31 Of 2022 and related regulations, policies and County bylaws in Kenya and Homabay County.
 - b. Pilot a program to develop a comprehensive and sustainable waste management system that starts from source to waste management facility, aiming at promoting the right to a clean and healthy environment.
 - c. Establish waste management systems to include: waste processing areas, transfer stations, reusing areas, materials recovery facilities, recycling plants, food waste treatment facilities, composting plants, waste disposal areas, waste-to-energy facilities, and sanitary landfills.
 - d. Pilot a Regenerative Agriculture model within the pilot project area to utilize organic fertilizer and feeds generated from the waste using, for

example, Black Soldier Fly larvae, Setting up of a Green Waste Management Pilot Program based on Black Soldiers Flies with the aim to scale it up to support waste management, animal feeds production, and organic fertilizer.

1.3 Objectives

1. As further outlined below, both parties will collaborate on the following:
 - a. Development of Waste Management Plans for Ndhiwa Municipality and integrate these into their corporate strategy, the Ndhiwa Master plan, and facilitate a sustainable waste management process through an integrated design and planning management framework.
 - b. Identify site for the Waste Management Facility will be located and managed by the Parties with clear responsibilities to support the waste management activities as laid out in this Sub-Agreement 02.
 - c. Pilot a waste management project referred to as Ndhiwa Regen program targeting several residents, businesses and an established Waste Management Facility that will promote the ideals of regenerative ecosystems and circular economy.
 - d. Promote and develop structures for Citizen Participation in the Program and general governance of the Municipality to ensure citizen support and participation.
 - e. seek funding and strategic partnership/investments through various strategies and sources necessary as efforts for supporting and assisting in achieving the Ndhiwa Regen Program.
 - f. Employ various strategies to lobby and facilitate the creation of a conducive legal and policy environment in consultation with relevant stakeholders for realizing the Ndhiwa Regen Program.

- g. This project is hoped to develop a model that can be scaled up and replicated.
- h. The program shall also make effort to tap into and benefit from incentives by both County and National Government

SECTION 2: COOPERATION BETWEEN THE PARTIES

2.1 The Parties and their Obligations/Responsibilities

2.1.1 Parties

1. The Parties to this Sub Agreement 02, having discussed the key issues that have been identified and resolved through Consensus between the two parties in this Sub Agreement 02, agree to work together in such a manner that would promote a genuine atmosphere of collaboration in support of an effective and efficient partnership and leadership meant to maintain, safeguard, and sustain sound and optimal financial, managerial, and administrative commitment with regards to all matters related to the Ndhiwa Regen Program.
2. This Sub Agreement 02 shall remain in force for the stated period, and as per the terms and conditions set forth.
3. It is also desired that the Sub-Agreement 02 allow for flexibility to expand into other related projects which may involve the same community and include other parties which bring value to the intent and execution of the Sub Agreement 02.
4. These collaborative efforts by both parties will include entering Joint Venture (JV) amongst themselves for agreed projects, partnerships, and fundraising ventures, and they can jointly bring on board other third parties for JV for specific projects and Timeliness within an agreed framework and supported by both the parties to this Sub-Agreement 02.

2.1.2 Parties Obligations/Responsibilities

The parties shall each under the Sub-Agreement be solely responsible to:

1. DHA East Africa:

- a. Carry out all components of the Sustainable Waste Management and Regenerative Agriculture program design and planning process and deliver on agreed milestones as per agreed scope of work on piloting the program.
- b. Collaborate on identifying funding sources and implementing partners for various programs.

2. Ndhiwa Board shall:

- a. Designate a Point of Contact (POC) who will coordinate with DHA East Africa on the various activities under this program.
- b. Inform DHA East Africa, through the POC, of all pertinent matters related to the to the Sub Agreement 02 and facilitate its execution, including availing office space.
- c. Finance the master planning process and working with DHA East Africa develop fundraising and marketing strategies to attract investments for the Program.
- d. Statement of Ndhiwa Board commitment to assist in raising funds through grants or other revenue sources to achieve the vision of the master plan.
- e. Community mobilization and facilitate Interface with key stakeholders.

2.2 Monitoring Evaluation Learning and Reporting

1. The Parties shall through an established team carry out a set systematic and objective Monitoring Evaluation learning and Reporting (MEL & R) based on set detailed metrics and indicators for the desired outcomes aligned with the design and planning process and implementation of the Ndhiwa Regen Program to ensure effectiveness of the partners in execution of the Sub-Agreement 02 and its related Ndhiwa Program as within the agreed objectives.
2. The Parties shall come up with a timeframe for continuous and systematic assessment, and/monitoring of the implementation of the Sub-Agreement 02 and the Ndhiwa Regen Program based on the planned activities, outputs, and indicators. The MEL & R Team shall carry out also the Evaluation through the periodic and objective examination of the relevance, effectiveness, efficiency, impact, and sustainability of the Program as outlined in the specified objectives.
3. The MEL & R Team shall then be required to share the progress results, areas of improvement based on collecting and analyzing data on their activities and outcomes for not just the purposes of providing feedback to the Parties, Citizens and other key stakeholders but also use it to learn from the experiences, identify the best practices and inform decision-making and planning for future actions.
4. These acts of accountability and transparency to the parties, citizens, donors, partners, and other stakeholders is hoped will enhance the quality and credibility of the interventions, foster a culture of learning and improvement amongst the Parties, strengthen the Parties cooperation and assist the Ndhiwa Program meet its objectives.

SECTION 3: TERMS AND CONDITIONS

1. It is mutually understood and agreed by and between the parties that:
 - a. They, the Parties shall abide by the Terms and Conditions spelled out in this Sub-Agreement 02 to which is an addendum the Master Agreement.

SECTION 4: AUTHORIZATION AND EXECUTION

4.1 Entire Agreement

1. This Sub-Agreement 02 and its attachments is an Addenda to the Master Agreement for Ndhiwa Master Plan with its related and applicable Scope/ Statements of Work that constitute the entire agreement between DHA East Africa and Ndhiwa Board regarding the subject matter of this Sub-Agreement 02, superseding any and all prior or simultaneous representations, discussions, negotiations, understandings and Memorandums, whether oral or written of this Sub-Agreement 02 subject matter. The laws of the Republic of Kenya apply to this Agreement.
2. The signing of this Sub-Agreement 02 does constitute a formal understanding and as such it upon each of the Parties to strive to reach, to the best of their abilities the objectives stated herein.

4.2 Signatures

1. The Sub-Agreement 02 shall be signed by both Parties and thus shall be effective as of the date first written above.

Brian Anthony Stephenson
Chief Executive Officer

Prof. Gordon Nguka
Board Chairman

Full Name

Full Name

.....
.....

.....
.....

Signature

Signature

**DELON HAMPTON ASSOCIATES
EAST AFRICA, LIMITED
P.O BOX 52887- 00200, City
Square, Nairobi, KENYA**

**THE BOARD
MUNICIPALITY OF NDHIWA
P.O BOX 61-49302
Ndhiwa KENYA**

First Party Printed Name

Second Party Printed Name

Stamp/Seal

Stamp/Seal

