

MEMORANDUM OF UNDERSTANDING

BETWEEN

TUBAH COUNCIL

And

FINGE COMMUNITY IN TUBAH

A handwritten signature or mark in blue ink, consisting of several overlapping strokes, located at the bottom center of the page.

This Memorandum of Understanding (MOU) is between TUBAH COUNCIL herein refer to as “**TUBAH COUNCIL**” and Finge Community of Tubah Municipality (Represented by theFon) herein refer to as “**FINGE COMMUNITY**”. This document sets forth the rights and responsibilities of the Parties for participation in the setting up and management of fruits plantations in Finge. The Parties agree as follows:

1The Programme for which this MoU is signed is to be known as “Fruits Plantation Project for Communities of Tubah Municipality” of the Tubah Council.

2 Principles

Tubah Council will represent the interests of Finge in the establishment, operation and maintenance of the Fruits Plantation and no Tubah Council action will unilaterally compromise the autonomy or integrity of Finge without its consent. Likewise, the community of Finge will not take action that may compromise the autonomy or integrity of any other Communities or Tubah Council without their consent.

3 Nature of Project

Tubah Council will seek funds and finance the implementation of the fruit plantations whereas the Finge community of Tubah municipality will provide land and strong collaboration in the implementation of the project (fruit Plantation). The projects will involve setting up and management of fruits plantations and other mixed crops for Finge and proceeds from such activities will benefit the Finge community. The fruits plantations are expected to provide local jobs for the local population of the Finge community.

4 Responsibilities of Tubah Council

Tubah Council shall;

- a) Seek funds and finance the implementation of the “fruit plantation Project”.
- b) Ascertain for itself the financial viability of the project and shall fund all cost over runs, if any;
- c) Conduct no such parallel activity which may be prejudicial to the interests of the said Project.
- d) The Council of Tubah shall be the overall Manager of the Project.

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5 Responsibilities of the Finge Community:

The Finge Community shall:

- a) Provide the land necessary for the setting up of the fruit Plantation (which is the plateau above the Fon's palace in Finge village).
- b) Provide the necessary support and collaboration needed in the setting up of the fruit plantation

6 Force Majeure

In the event of non-fulfillment of the contract terms and conditions due to any reason of force majeure namely fires, wars, riots, strikes, natural calamities, etc., neither Tubah Council nor the Finge Community shall be held responsible for any loss or consequential loss.

7 Fruit types.

The Finge community has chosen mangoes, pears, plumbs, oranges and lemon as they do very well in the area selected as stated above.

8 Amendment to the Agreement

The obligation of the Tubah Council and Finge Community are outlined in this agreement. However, during the operation of the agreement, circumstances may arise which call for alteration or modifications of this Agreement. These modifications/alterations will be mutually discussed and agreed upon in writing.

9 Period of Validity

This agreement is valid from the date of signing the agreement and forever.

10 Arbitration

Any dispute arising with regard to any aspect of this Agreement shall be settled through mutual consultations and agreements by the parties to the Agreement

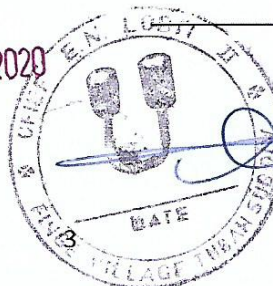
For Tubah Council

For FingeCommunity



Martin Meshongong

12 0 AOUT 2020



HRH Fon *E.N. Dabte II*
FON OF FINGE VILLAGE

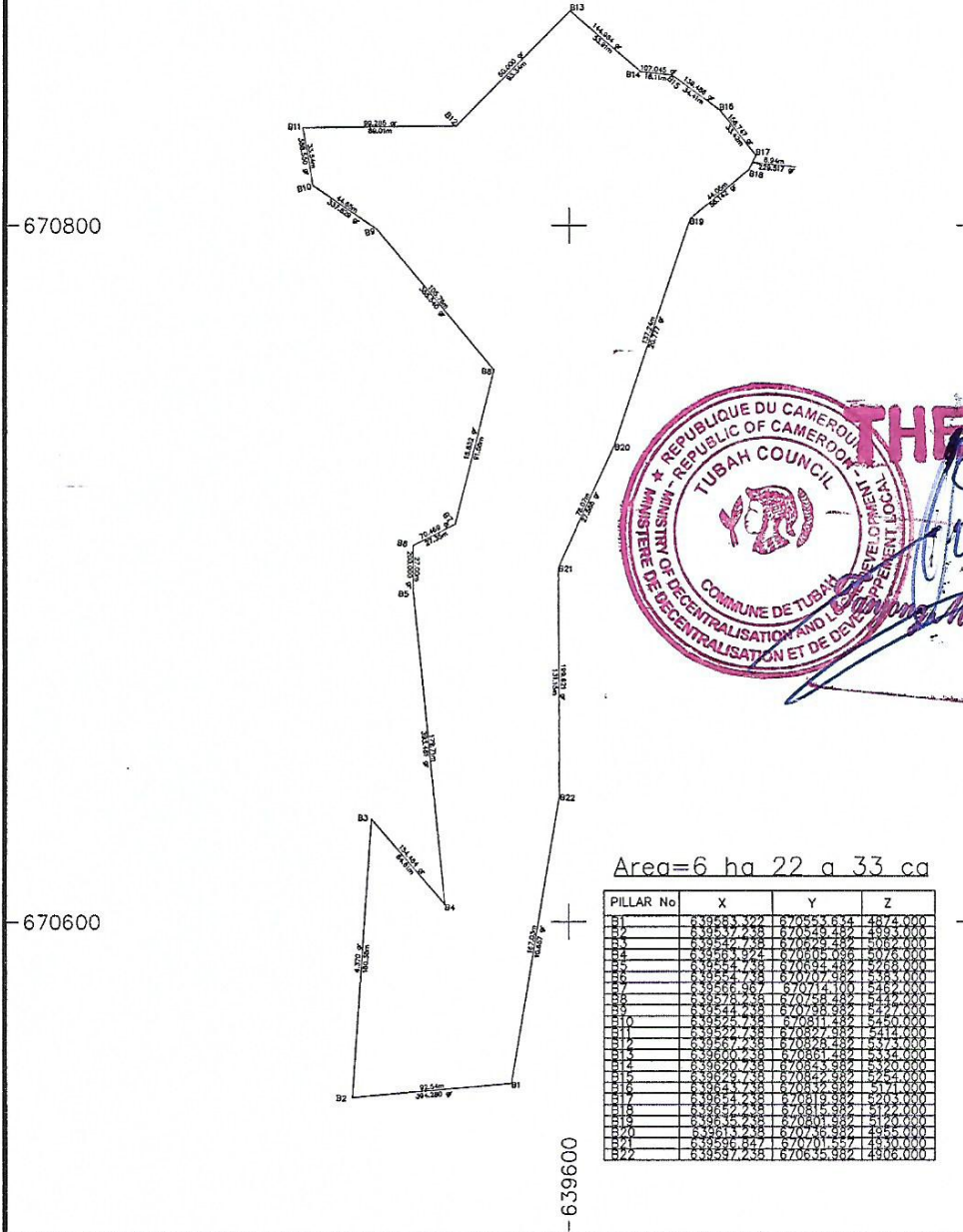
MINISTRY OF STATE PROPERTY
 SURVEYS AND LAND TENURE
 DIVISIONAL DELEGATION FOR MEZAM
 DIVISIONAL SERVICE OF SURVEYS

Republic of Cameroon
 PEACE - WORK - FATHERLAND

TUBAH

DIVISION : MEZAM
 SUB DIVISION: TUBAH
 VILLAGE: FINGI
 SITE: FINGI

SITE PLAN FOR FINGI COMMUNITY DEVELOPMENT PROJECT



Area=6 ha 22 a 33 ca

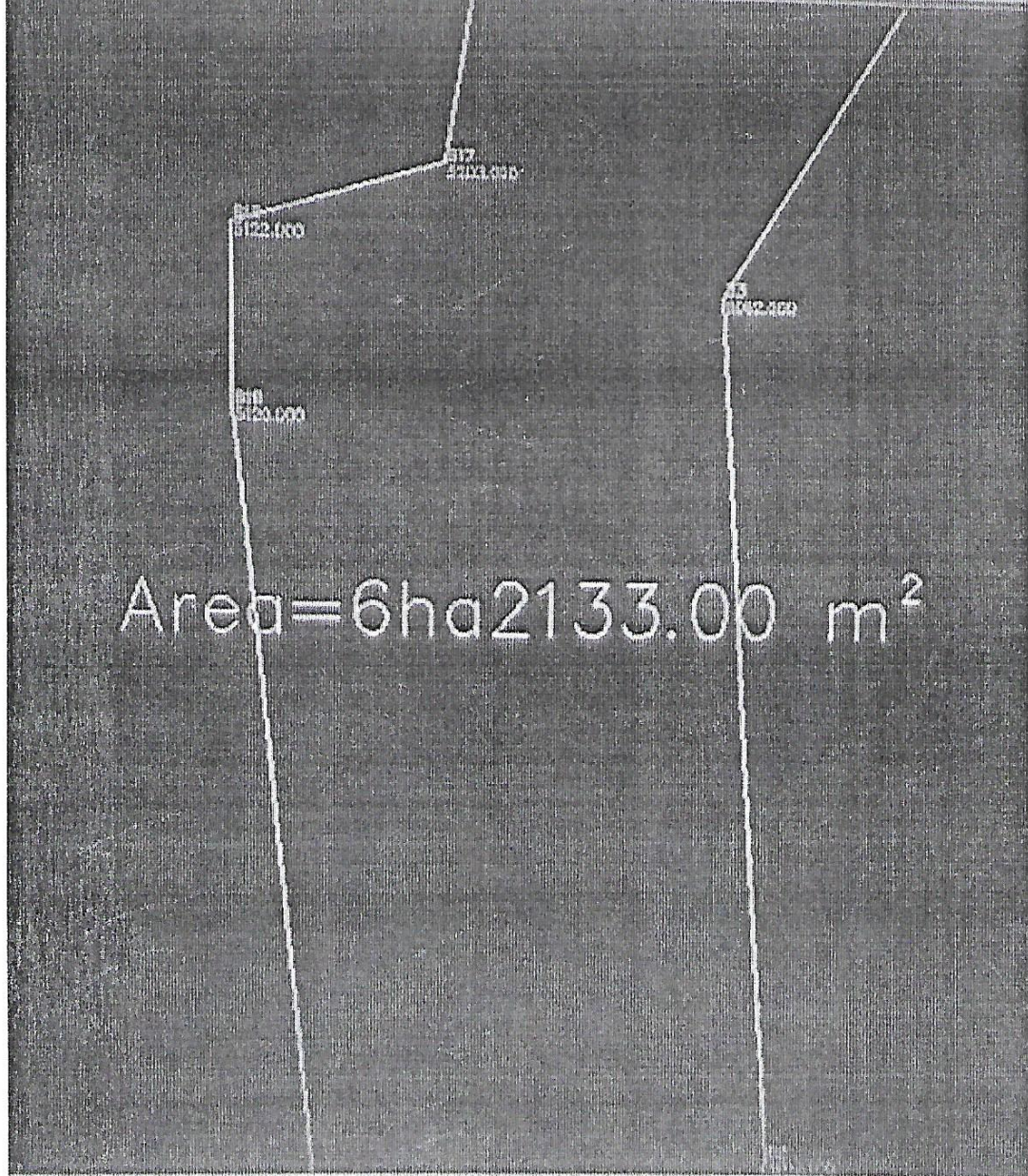
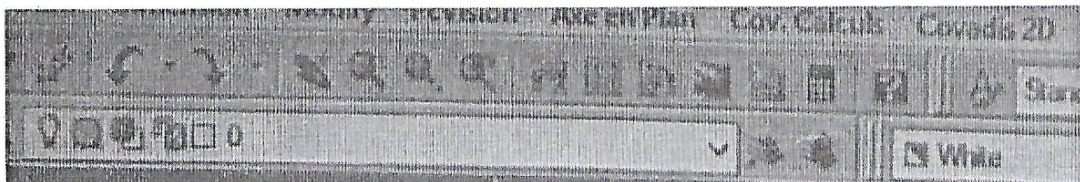
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B7	639525.738	670811.282	5150.000
B8	639522.738	670827.282	5112.000
B9	639520.238	670831.282	5134.000
B10	639520.738	670833.382	5120.000
B11	639519.738	670829.282	5154.000
B12	639513.738	670812.282	5171.000
B13	639514.238	670819.382	5203.000
B14	639516.238	670816.382	5172.000
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B18	639507.238	670635.382	4806.000

Surveyed and Drawn on 20/08/2020

By: NDONWI RENE
 (Survey Technicain)

G.P.S

SCALE: 1/2000



Area=6ha2133.00 m²

