

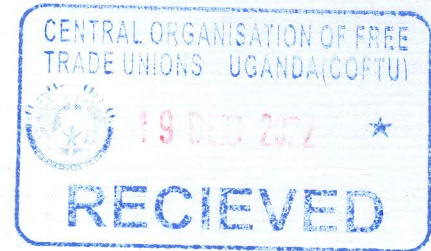


National Social Security Fund
14th Floor, Workers House
Plot 1, Pilkington Road, P.O.Box 7140,
Kampala-Uganda

Tel: +256 313 331755, +256 417 331755
Fax: +256 414 258 646,
E-mail: customerservice@nssfug.org
Website: www.nssfug.org

19th December 2022

The Secretary General
Central Organisation of Free Trade Unions (COFTU)
Plot 9 Off Martyrs Way, Ntinda,
P.O Box 7085, Kampala, Uganda



Dear Sir,

**MEMORANDUM OF UNDERSTANDING BETWEEN NATIONAL SOCIAL SECURITY FUND AND
CENTRAL ORGANISATION OF FREE TRADE UNIONS**

Please find enclosed a signed copy of the above contract for your safe custody.

Yours faithfully,

Joanne Bagandanswa Sewaali
FOR: CORPORATION SECRETARY

MEMORANDUM OF UNDERSTANDING

BETWEEN

NATIONAL SOCIAL SECURITY FUND

AND

CENTRAL ORGANISATION OF FREE TRADE UNIONS



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THE REPUBLIC OF UGANDA

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "MOU") made at Kampala this 15th day of DECEMBER 2022.

BETWEEN

NATIONAL SOCIAL SECURITY FUND of Workers House, Plot 1, Pilkington Road P.O. Box 7140 Kampala, Uganda (hereinafter referred to as "NSSF") of the one part,

AND

CENTRAL ORGANISATION OF FREE TRADE UNIONS of Plot 9 off Martyrs way, Ntinda, Kampala, (hereinafter referred to as COFTU) of the other part, (Both of whom are hereinafter jointly referred to as "the parties").

WHEREAS:

1. NSSF is a national saving scheme which was established by an Act of Parliament and mandated by Government through the National Social Security Fund Act, Cap 222 (Laws of Uganda) as amended to provide social security services to employees in Uganda. It covers all employees in the private sector including Non-Governmental Organizations, which are not covered by the Government's pension scheme. It is a scheme instituted for the protection of employees against the uncertainties of social and economic life.
2. COFTU is a National Labour Centre/ Federation of Labour Unions founded in 2003 and established by an Act of Parliament, the Labour Unions Act of 2006.
3. This Memorandum of Understanding is to formalize a relationship through which the parties will on the strength of their wide network in Uganda cooperate towards the increment in Social Security Coverage through registration of Mandatory and Voluntary members for NSSF and improvement in the compliance rates for mandatory contributors.

AND WHEREAS:

The Parties desire to formalize a relationship and have agreed to sign a Memorandum of Understanding (hereinafter referred to as MOU) through which they shall work together to Increase Social Security Coverage, and improve



[Handwritten signature]

[Handwritten initials]

compliance rates for mandatory and voluntary contributors and empower members;

NOW THIS MOU WITNESSETH AS FOLLOWS:

1. Major Areas and Activities of Co-operation include:

- (a) Ensuring that COFTU members sign up for NSSF membership.
- (b) Ensuring that mandatory members signed up consistently remit their NSSF contributions.
- (c) Engaging in joint activities to secure Fund support for social security and labour related matters.
- (d) Engaging in joint activities and synergies to enhance awareness and train the parties membership in Financial literacy and labour rights; leverage technology; mobilize and engage stakeholders; and enhance corporate social responsibility and or investment, among others.
- (e) Holding of quarterly consultative meetings to review progress of the objectives under this MOU.
- (f) Achieve the agreed targets as stipulated in the partnership Strategy document.
- (g) Share feedback on member needs to inform the sensitization strategy and Product Development.

2. Obligations of the parties

COFTU

- (a) Implement the areas and activities of the cooperation as outlined in (1) above, among others.
- (b) Ensure that its members are fully registered with NSSF
- (c) Ensure Mandatory Members remit their contributions
- (d) Share an annual members mobilization program
- (e) Provide NSSF Access to member data base
- (f) Allow NSSF Access to members for collection of research
- (g) Together with NSSF hold planning, implementation, and review meetings on a bi-annual basis
- (h) Provide an Annual activity based budget
- (i) Together with NSSF Coordinate media coverage relating to shared initiatives to ensure equal representation

NSSF



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- a) Finance COFTU activities geared towards driving growth in membership and Compliance and in particular the areas and activities of the cooperation as outlined in (1) above, among others. Specific activities and related budget will be pre agreed by both parties before the Financial Year in which they are expected to be carried out.
- b) Participate in Member Sensitization to inform on NSSF's mandate, Products, services and financial literacy
- c) Deliver tailored financial Literacy lectures per target group
- d) Provide product and Service Solutions as guided by the information obtained from Members, where feasible.
- e) Coordinate public awareness activities.
- f) Leverage its communication platforms to promote the initiative
- g) Together with COFTU hold planning, implementation, and review meetings on a bi-annual basis
- h) Approve Annual activity based budgets, whilst ensuring a Cost Benefit analysis is made.
- i) Together with COFTU coordinate media coverage relating to shared initiatives to ensure equal representation

This arrangement is however not exclusive.

3. Information Delivery Method

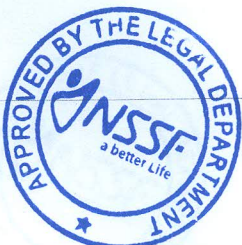
The resolutions and decisions arising from the engagements in (1) above shall be in writing and may be provided in hard copy form, soft copy form or e-mail to the offices of the Secretary General, COFTU or the Managing Director of the Fund.

Any information relating to the above may be provided upon written request to the designated contact person.

4. Confidentiality:

The Parties undertake as follows:

- (i) That the information provided by NSSF or the COFTU shall be treated with utmost confidentiality pursuant to this MOU and any other matter arising during the operation of the MOU and shall at least all times be accorded protection and confidentiality similar to that accorded to the same kind of information under the domestic law in force.



- (ii) That the information received from NSSF or the COFTU during the performance of this MOU will be used solely for purposes of meeting their obligations under this MOU and that NSSF or the COFTU shall NOT disclose non-public information without the prior written authorization of NSSF or the COFTU.

5. Maintaining Existing Statutory Authority and Obligations

- (i) Each party to this MOU retains all rights and obligations under existing statutes and regulations, and this MOU will not restrict the supervisory and functional prerogatives of either party.
- (ii) Nothing in this MOU shall be deemed to restrict, enlarge, or otherwise modify the respective jurisdictions of the parties. Neither this MOU, nor its termination, shall affect the rights and obligations of the parties under applicable statutes or be deemed an interpretation of such statutes or regulations.

6. Monitoring Compliance

The parties hereto shall each appoint a person or persons in writing to be the principal point of contact between them to monitor compliance with the MOU and to ensure the efficiency and effectiveness of the coordination and exchange of information between the parties. Either party may change its principal points of contact by giving written notice to the other.

7. Amendment

Any changes, modifications or amendments to this MOU shall be made only by mutual agreement in writing between the parties hereto and such changes, modifications or amendments shall become an integral part of this Agreement.

8. Termination

Either party may request for termination of the MOU by giving written notice of its desire to terminate this Memorandum three months prior to the termination.

9. Disputes



Any disputes arising from the interpretation or implementation of this MOU shall be resolved mutually among the parties or their designated representatives. In the event of failure to mutually agree, the dispute shall be referred to Arbitration in accordance with the provisions of the Arbitration and Conciliation Act, Cap 4, Laws of Uganda.

10. Effective Date

This MOU shall come into effect on the date of its signing by the last of the parties hereto.

11. Notices

Any notice or request required or permitted to be given under this MOU shall be in writing and shall be given at each party's address set out below or as amended from time to time by notice to the other. Email communication shall be an acceptable mode of communication.

FOR COFTU:

The Secretary General,
Central Organisation of Free Trade Unions,
Plot 9 off Martyrs way, Ntinda, Kampala
P.O. Box ~~7086~~ 36119,
Kampala, Uganda.

E-mail: coftu04@gmail.com

*(Ministers Village Ring Road)
Kampala*

FOR NSSF:

For the Managing Director
National Social Security Fund,
Workers House, Plot 1, Pilkington Road,
P. O. Box 7140 Kampala, Uganda.

E-Mail: payota@nssfug.org

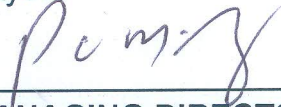
IN WITNESS WHEREOF the Parties have caused this Memorandum of Understanding to be executed in accordance with their respective laws the day, month and year first above written.



Signed for and on behalf of:

NATIONAL SOCIAL SECURITY FUND

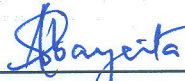
Patrick Ayota



FOR: MANAGING DIRECTOR

In the presence of:

Agnes Tibayeita Isharaza

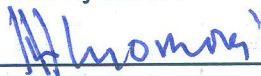


CORPORATION SECRETARY

Signed for and on behalf of:

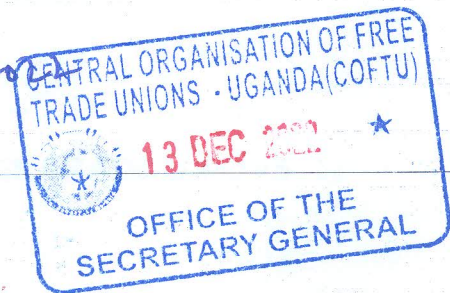
CENTRAL ORGANISATION OF FREE TRADE UNIONS

Dr. Sam Lyomoki



13/12/2022

SECRETARY GENERAL



In the presence of:

Joseph Mbabazi



FOR: CHAIRPERSON GENERAL

DRAWN BY:

The Legal & Board Affairs Department
National Social Security Fund
14th Floor, Workers House
Plot 1, Pilkington Road
P.O. Box 7140
Kampala.

