



**International Records
Management Trust**

ESAMI



**EASTERN AND SOUTHERN AFRICA
MANAGEMENT INSTITUTE
(ESAMI)**

**Memorandum of
Understanding between the
Eastern and Southern African
Management Institute (ESAMI)
and the International Records
Management Trust**

**on the Establishment of a
Centre of Excellence for the
Management of Electronic
Records**

Article 1: Introduction

The International Records Management Trust (hereafter referred to as 'the IRMT) and Eastern and Southern African Management Institute (hereafter referred to as 'ESAMI' and jointly as 'the Parties') have agreed to sign this Memorandum of Understanding ('Memorandum'), which represents a statement of intent by the Parties to cooperate in providing training and capacity building for government officials in the area of electronic records management. The objective of the Memorandum is to provide a framework outlining the areas within which the Parties define and agree on their respective responsibilities.

Article 2: The Parties

The Eastern and Southern Africa Management Institute (ESAMI) is an intergovernmental regional management development centre owned by member states. Its primary role is to provide high-level specialised management training, but it also participates in management consultancies and applied management research. The Institute was established in 1980 with a service area of 19 countries. Its service area has continued to expand, and in 1997, through a resolution of the Council of Ministers, the United Nations Economic Commission for Africa (UNECA) designated ESAMI as a centre of Excellence for Management Development in Africa. This effectively transformed ESAMI into the African Management Institute with a coverage of the whole of Africa.

ESAMI is owned and used by member governments comprising Kenya, Uganda, Tanzania, Mozambique, Malawi, Namibia, Zambia, Seychelles, Swaziland and Zimbabwe. The Institute has its headquarters in Arusha, Tanzania, and in keeping with international conventions it has a headquarter agreement with the Government of the United Republic of Tanzania. It enjoys diplomatic cover in Tanzania and in other member states. ESAMI has field offices in Dar es Salaam, Nairobi, Kampala, Harare, Lusaka, Lilongwe, Maputo, Windhoek and Mbabane. Its programme areas include information technology, governance and public management, financial management and health management.

The IRMT, established in 1989 to develop strategies for managing public sector records, is unique internationally in terms of the nature of its mandate, its broad international experience, the breadth and length of its experience across different sectors, and its track record of successful project delivery. For the last 20 years, the IRMT has worked with governments and organisations in sub-Saharan Africa to develop new strategies for managing public sector records and information. The IRMT is a UK registered charity governed by a board of trustees.

The IRMT supports the need to protect and preserve records as evidence of civil and human rights and of accountability. Its work has always emphasised the significance of managing

records as a basis for reducing poverty, controlling corruption, strengthening democracy, improving services and promoting economic and social reform. As technology has had an increasing impact on the way that records are created, used and stored, the IRMT has sought to support the transition from paper to electronic records. Its areas of expertise include public sector records management (particularly in relation to financial and human resource and the delivery of justice), information policy and electronic records systems as an aspect of electronic governance.

Article 3: Purpose of the Agreement

The move toward e-government in sub-Saharan Africa brings new possibilities for strengthening governance and services and for economic and social development. However, alongside the benefits, ICT exposes governments to new risks for the control of data integrity over time. Many governments are unaware of the need to build a framework of laws, policies, standards, systems, procedures and skills for providing and protecting information integrity in the electronic environment, and few records management professionals in the region have the training and experience to help build the necessary framework or contribute to systems design to ensure that records management is integrated in ICT systems. As a result, data integrity, so essential for decision making and accountability, tends not to be incorporated in e-government programmes. Intensive efforts are needed to ensure that this capability exists within the region, where many governments are embarking on e-government initiatives. ESAMI has the internal capacity to become a focal point for this initiative.

ESAMI and the IRMT jointly agree to work together on the creation of content for a capacity building programme for government officials in the field of electronic records management and information technology policy and planning. In this function, the Parties will collaborate to develop a core curriculum for initial workshops and a broader training program to be delivered initially over a three year period beginning in 2009; they will work together to appoint high quality staff and trainers, to develop an appropriate curriculum, and to produce and market professional materials. The teaching programme should be supported by a research programme aimed at exploring the impact of improved records management on good governance and anti-corruption initiatives. Taken together, the training and research programmes will constitute a virtual centre for innovative new approaches to address the issue of electronic records management. If appropriate, this virtual centre may be formalised as an independent project unit within ESAMI.

Article 4: Obligations of the Parties

ESAMI will:

- provide training and meeting facilities at the headquarters in Arusha and at ESAMI centres in member countries
- participate with the IRMT in identifying and appointing staff and lecturers
- make arrangements to ensure that the staff and lecturers are covered by the agreement on privileges and immunities between ESAMI and the Tanzanian Government
- arrange visas and work permits for international contributors
- market and promote the training programme
- provide support in administering courses and meetings
- provide certification for courses
- print course materials and market them as appropriate
- ensure that the programmes delivered are relevant to regional needs and meet the high standards set by ESAMI
- with the IRMT provide quality control for training and research programmes
- assist in fundraising for the Centre.

The IRMT will:

- conduct a needs assessment in the region to determine the requirements for management and professional training
- coordinate curriculum development
- develop training and research programme materials
- participate with ESAMI in identifying and appointing staff and lecturers
- work with ESAMI to introduce records management elements to existing courses where appropriate; provide relevant training for ESAMI staff where appropriate
- with ESAMI, identify and design relevant research programmes
- promote and publicise the programme internationally, liaising with international professional bodies

- ensure that the programme takes account of existing and future international good practice standards for records and information management
- liaise regularly ^{with} ESAMI and with the East and Southern African Regional Branch of the International Council on Archives and with other regional bodies to ensure that the training programme meets regional needs
- liaise regional and international bodies and individual experts to identify expertise to contribute to the programme
- with ESAMI, provide quality control for the training and research programmes
- with ESAMI, coordinate research inputs to the teaching programme
- raise funds internationally for the development of the programmes.

The Parties will jointly:

- determine a resource sharing ratio and make payments on the basis of proportionate inputs and delivery of services
- appoint a steering committee to include representatives of ESAMI and the IRMT; the main function will be to provide oversight of programme development.

Article 5: Duration

The duration of this agreement shall be three years. It will enter into force upon signature. It can be renewed either on the same terms and conditions or other conditions as the parties may mutually agree.

This Memorandum can be reviewed from time to time for the mutual benefits of both parties.

Article 6: Auditing

All costs incurred under this Memorandum may be subject to audit according to the normal internal auditing procedures of each Party

Article 7: Implementation

The persons in charge of implementing the Memorandum will be:

for ESAMI

Prof. Bonard Mwape
Director General
ESAMI

for the IRMT

Dr Anne Thurston
International Director

Article 8: Copyright

The Parties hereby agree that ownership of all title, copyright, and intellectual property rights in any content of any kind supplied to ESAMI by the IRMT under this Memorandum shall remain vested in the IRMT unless otherwise specifically agreed to in writing by the IRMT. The title, copyright, and intellectual property rights in any content and of any kind supplied to the IRMT by ESAMI shall remain vested in ESAMI unless specifically agreed to in writing by ESAMI. However, the intention is that programme materials will be jointly owned by ESAMI and the IRMT where possible.

Article 9: Dispute Resolution

The Parties shall seek to resolve any differences that may arise between them amicably, through direct discussion and negotiation.

Article 10: Cancellation of the Agreement

Either party may terminate the Agreement in its entire discretion for a just cause or in the case of a serious failure of the other party upon written notice of three months.

Article 11: Representation, Privileges and Immunities

Nothing in or related to this Agreement shall be deemed to be a waiver, express or implied, of any of the privileges and immunities of ESAMI. The IRMT shall not represent ESAMI, act on behalf of ESAMI, or enter into contractual obligations on behalf of ESAMI, and vice versa. The IRMT and ESAMI shall each refrain from any action which may adversely affect the other

party. Each party to this agreement shall fulfill its commitments with fullest regard for the interests of the other party.

Article 12: Amendments

This Memorandum may be amended or modified from time to time as the parties may mutually consider it fit and necessary.

Article 13: Other terms and conditions

This MOU represents a statement of intentions only and does not create any binding legal obligations. Nothing in this MOU creates any exclusive relationship between the IRMT and ESAMI in relation to the subject matter hereof. Either Party shall be free to enter into any other similar arrangements with any other entities in relation to the subject matter hereof.

IN WITNESS whereof the said parties hereto have hereunto set their signatures the day and year first above written.

Agreed and accepted
For and on behalf of ESAMI

By: 

Name: Professor Bonard Mwape

Title: Director General

Date: 24/2/009

Agreed and accepted
For and on behalf of the International Records Management Trust

By: 

Name: Dr Anne Thurston

Title: International Director

Date: 11 March 2009