

**MEMORANDUM OF UNDERSTANDING (MOU)**

**BETWEEN**

**TRINITY METALS LIMITED**

**AND**

**WORLD VISION INTERNATIONAL, RWANDA**

**FOR**

**SUSTAINABLE DEVELOPMENT AND THE WELL-BEING OF CHILDREN,  
FAMILIES AND COMMUNITIES IN AND AROUND THE MINING CONCESSIONS**

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## MEMORANDUM OF UNDERSTANDING (MoU)

This Memorandum of Understanding is entered into By and Between:

**Trinity Metals Limited**, a private limited company holding three operating mining companies in Rwanda: Rutongo Mines Limited and Trinity Nyakabingo Mine both located in Rulindo District; and Trinity Musha Mines operating in Rwamagana District, represented by the Chief Executive Officer (CEO) Peter GELETA, Email: [peter.geleta@trinity-metals.com](mailto:peter.geleta@trinity-metals.com) (hereinafter referred to as "Trinity Metals"); and

**World Vision International Rwanda**, a non-profit organization, duly registered to operate in Rwanda (Current Registration N° 000132|RGB|INGO|RC|10|2024) and having its offices at KG 9 Ave, Kangondo II Village, Nyarutarama cell, Remera Sector, Gasabo District Kigali-Rwanda, P.O. Box: 1419 Kigali-Rwanda, represented by the National Director, Pauline Okumu (hereinafter referred to as "World Vision")

### PREAMBLE

WHEREAS Trinity Metals and World Vision International Rwanda (WVR) recognize the importance of promoting sustainable development and improving the well-being of children, their families and communities within the mining concessions;

WHEREAS both Parties acknowledge that addressing challenges such as lack of access to basic needs and services by children, malnutrition, youth unemployment, unauthorized mining practices, lack of alternative livelihood options, and environmental degradation is essential for building resilient and thriving communities;

WHEREAS the Parties share a commitment to child protection, nutrition, the preservation of the environment, promotion of sustainable livelihoods, and the integration of responsible business practices with community development initiatives;

WHEREAS Trinity Metals, through its long-standing presence in the areas and commitment to fostering responsible mining while delivering lasting value to communities, and World Vision International Rwanda, through its extensive expertise in livelihoods, WASH, health and nutrition, child protection, and community development, are well-positioned to jointly mobilize resources, and are equipped to design and implement impactful programs that respond to the needs of the surrounding communities in a sustainable manner;

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WHILE Trinity Metals' internal resources are limited, the company is committed to jointly mobilizing resources and leveraging its US International Development Finance Corporation (DFC) Technical Assistance funding for collaborative pilot initiatives and foundational assessments under this MoU.

NOW, THEREFORE, the Parties agree to collaborate in good faith and with mutual respect, combining their efforts and resources to contribute to sustainable development and the well-being of children, their families and communities in and around the mining concessions.

### **Article One: Purpose**

The purpose of this Memorandum of Understanding (MoU) is to establish a framework of collaboration between **Trinity Metals Ltd** and **World Vision International Rwanda** to jointly advance the sustainable development and well-being of communities within the mining concessions. The central aim of this MoU is to jointly mobilize financial and technical resources to implement community development initiatives aligned with the Corporate Social Responsibility (CSR) priorities of Trinity Metals' and World Vision International Rwanda's sectoral strengths.

This partnership is grounded in a shared commitment to inclusive, participatory, and rights-based development. It will be guided by the Trinity Metals CSR Strategic Framework, which emphasizes trust and accountability, health and safety, economic empowerment, and environmental stewardship, while promoting equity, inclusion, and sustainability.

A central aim of this MoU is to jointly mobilize financial and technical resources, leveraging the complementary strengths of both parties—WVR's sectoral expertise, programmatic reach, and fundraising networks, and Trinity Metals local presence, technical capacity, and stakeholder relationships to implement impactful and scalable community development initiatives aligned with the CSR priorities of Trinity Metals and the sectoral strengths of WVR.

Through this partnership, the Parties aim to:

- 1. Jointly assess community needs** by conducting studies and consultations to deepen understanding of key challenges, including child education and development, child protection, child labor and abuse, health, nutrition, Place Based Solutions for WASH, resilience and livelihoods and environmental degradation;
- 2. Co-develop and design appropriate solutions** that address these challenges in a holistic and sustainable manner;

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3. **Mobilize and pool resources** through joint fundraising, co-creation and partnership development—drawing on both parties’ networks and expertise—to enable effective implementation of agreed initiatives;
4. **Pilot and implement community-based projects** that directly respond to the identified issues and contribute to long-term, measurable impact in the mining concession communities; and
5. **Collaborate in knowledge sharing and capacity building**, including documentation of lessons learned, exchange of experiences, and identification of additional areas of mutual interest and future partnership.

## **Article 2: Responsibilities of the Parties**

### **a) Responsibilities of Trinity Metals Limited**

Trinity Metals shall:

- Contribute in-kind support and, where feasible, mobilize or allocate financial resources from internal or external sources to support specific assessments, pilot projects, or other agreed joint initiatives;
- Support joint resource mobilization and fundraising efforts through co-branding, technical input, and leveraging its corporate partnerships;
- Facilitate access to the concession areas and collaborate with local authorities and communities to create an enabling environment for project activities;
- Participate actively in planning, monitoring, and evaluation processes, ensuring alignment of interventions with community needs and company priorities;
- Ensure that its staff and representatives adhere to ethical standards and contribute constructively to the partnership;
- Share relevant reports of community consultations to guide the planning of interventions;
- Share relevant non-confidential operational data, safety insights, and community consultation findings to inform project planning, subject to data protection policies and operational constraints.

### **b) Responsibilities of World Vision International Rwanda (WVR)**

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WVR shall:

- Leverage its visibility, reputation, and long-standing relationships with donors and development actors to elevate the profile of the partnership and attract external resources;
- Serve as the technical lead in drafting and submitting proposals, ensuring alignment with donor priorities and community needs;
- Provide technical expertise in the areas of Resilience and Livelihoods, Education and child protection, Health, Nutrition and WASH, Climate Change Adaptation and Mitigation and Community Development.
- Co-finance, where possible, for the implementation of agreed community development projects; and
- Ensure that interventions are implemented in accordance with WVR's safeguarding standards, child protection policies, and best practices;
- Ensure that its staff and representatives adhere to ethical standards and contribute constructively to the partnership.

**c) Shared Responsibilities**

Both Parties shall:

- Develop and implement a joint resource mobilization strategy, drawing on both entities' extensive experience, global fundraising infrastructure, and networks of institutional donors, foundations, and bilateral partners.
- Proactively identify and pursue funding opportunities aligned with the partnership's shared goals, and coordinate proposal development and donor engagement efforts.
- Collaborate in conducting needs assessments, project design, and implementation to ensure community ownership and sustainability.
- Develop and update a joint resource mobilization plan aligned with CSR priorities and programmatic goals.
- Co-design and submit funding proposals, with Trinity Metals contributing technical and contextual input and World Vision leading proposal development and donor engagement.
- Jointly scope pilot initiatives, including those supported by either party, to inform scalable models for community development.
- Jointly mobilize and fundraise additional resources, including through development partners, foundations, and bilateral donors, to implement the agreed activities.

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- Participate in bi-annual joint reflection and planning sessions to assess progress, adjust priorities, and inform future collaboration.
- Maintain open communication, shared documentation, and transparent tracking of joint commitments, including co-branded reports and donor communications where relevant.
- Jointly monitor progress and evaluate results to ensure accountability and impact.
- Uphold transparency, integrity, and mutual respect in all interactions under this MoU.

### **Article 3: Implementation Arrangements**

Each project identified and agreed upon by the Parties under this MoU shall be governed by a separate agreement that provides more context and details of the support, roles, and responsibilities of each Party.

A joint technical team, led by the designated focal persons referred to in Article 12, shall begin by conducting foundational needs assessments and pilot activities to build shared understanding and test approaches. These will inform the co-design of scalable community development projects and external fundraising efforts. This team shall also continue to collaborate, on a biannual basis, throughout the duration of the MoU to design and propose additional long-term projects that respond to evolving community needs.

The Parties agree that whenever a project is secured, a separate project-specific agreement shall be developed to ensure clarity, accountability, and alignment with the objectives of this MoU.

Initial joint activities may be supported through the Trinity Metals DFC Technical Assistance Grant, including needs and livelihoods assessments and pilot community development projects. These activities will be jointly scoped and aligned with the goals of the DFC-funded Technical Assistance Implementation Plan.

### **Article 4: Duration**

This Memorandum of Understanding (MoU) shall remain in force for a period of five (5) years from the date of signature. Upon expiry, the Parties may, by mutual written agreement, renew or extend the MoU based on the review of achievements, emerging priorities, and shared interests. This MoU shall be subject to a periodic review to assess relevance and effectiveness.



**Article 5: Contractual relationship**

The Parties acknowledge that this Memorandum of Understanding (MoU) does not create a legal partnership, joint venture, or agency relationship between them. Each Party shall retain its own independent legal status and institutional identity.

Neither Party shall act as an agent of the other, nor shall either Party be authorized to enter into commitments or incur obligations on behalf of the other. Furthermore, each Party shall remain solely responsible for its own staff, contractors, and representatives, and for any obligations or liabilities arising from its respective operations. Notwithstanding this independence, the Parties agree to work together in good faith and with mutual respect to achieve the objectives outlined in this MoU

**Article 6: Communication**

All formal communication between the Parties shall be conducted primarily in writing, using official email as the main channel. Where necessary, letters may accompany or follow email exchanges to provide additional confirmation.

Physical, virtual, or verbal meetings held at any time shall be documented, and the agreed key points and action items shall be shared by email to ensure clarity and alignment between the Parties.

Each Party shall designate a focal point for communication and coordination under this MoU. The names and contact details of these focal points are provided in Article 12.

**Article 7: Confidentiality**

The Parties agree to treat as confidential all information, documents, and data shared while implementing this MoU, unless such information is already in the public domain or the disclosing Party has provided prior written consent for its release. Each Party shall take appropriate measures to safeguard confidential information against unauthorized disclosure, loss, or misuse, and such information shall be used solely for the purposes of implementing agreed activities. Confidential information may not be disclosed to third parties without the prior written approval of the disclosing Party, and the obligations of confidentiality shall survive the expiration or termination of this MoU.

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**Article 8: Visibility and Recognition**

The Parties agree to ensure mutual visibility and recognition in all activities and communications carried out under this MoU. Joint initiatives shall reflect the contribution of both Trinity Metals and World Vision Rwanda through appropriate use of logos, banners, and other branding materials.

Any external communication, including press releases, social media posts, reports, and public events related to the partnership, shall acknowledge both Parties and, where appropriate, be developed and shared jointly.

The Parties shall collaborate in producing and disseminating communication materials such as stories, videos, and photographs that highlight the impact of the partnership, while ensuring compliance with safeguarding standards, child protection policies, and the values of both organizations.

Neither Party shall use the name, logo, or brand identity of the other in any communication or promotional material without the prior written approval of the other Party.

**Article 9: Intellectual Property and Data Protection**

All intellectual property, reports, data, and materials generated through activities implemented under this MoU shall remain the joint property of the Parties, unless otherwise agreed in writing for specific projects. Either Party may use such materials for non-commercial purposes, including reporting, advocacy, and knowledge sharing, provided that due acknowledgment is given to the other Party.

Both Parties commit to protecting the confidentiality, integrity, and security of personal and community data collected during project implementation. Data shall be processed and stored in line with applicable laws of Rwanda, as well as the internal safeguarding and data protection policies of each Party.

The Parties agree not to share or disclose personal or sensitive information to third parties without prior written consent, except where required by law or agreed upon for project purposes, and in such cases, appropriate safeguards shall be ensured.

**Article 10: Governing Law and Dispute Resolution**

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This Memorandum of Understanding (MoU) shall be governed and construed in accordance with the laws of the Republic of Rwanda.

The Parties agree to resolve any disputes or differences arising from the interpretation or implementation of this MoU amicably, through dialogue and mutual consultation.

If such efforts fail, either Party may refer the matter to the competent courts of Rwanda for resolution in accordance with applicable law.

#### **Article 11: Force Majeure**

For this MoU, “Force Majeure” shall mean any event or circumstance beyond the reasonable control of either Party, which prevents or substantially hinders the performance of obligations under this MoU. Such events may include, but are not limited to, natural disasters, war, civil unrest, epidemics, government restrictions, or other similar events.

No Party shall be held liable for non-performance or delay in performance of its obligations under this MoU if such non-performance or delay is caused by an event of Force Majeure. The Party affected shall promptly notify the other Party in writing of the occurrence, expected duration, and potential impact of the Force Majeure event, and shall make all reasonable efforts to mitigate its adverse effects.

If the Force Majeure event continues for a period exceeding thirty (30) days, the Parties shall consult in good faith to agree on modifications to this MoU, including possible suspension, extension, or termination of affected obligations

#### **Article 12: Designated Focal Points**

For the effective coordination and implementation of this MoU, each Party shall designate a focal point to serve as the primary contact person. The following appointed contacts as focal points shall be responsible for facilitating communication, follow-up, and coordination of activities under this MoU.

- **For World Vision International, Rwanda**

Emmanuel Niyongira  
Senior Operations Manager  
Email: [emmanuel\\_niyongira@wvi.org](mailto:emmanuel_niyongira@wvi.org)

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- **For Trinity Mines Limited**

Sam Ryumugabe

Group Sustainability Manager

Email: [sam.ryumugabe@trinity-metals.com](mailto:sam.ryumugabe@trinity-metals.com)

**Article 13: Amendment**


This Memorandum of Understanding may be amended or modified only by mutual written agreement of the Parties. Any such amendment shall be signed by the duly authorized representatives of both Trinity Metals Limited and World Vision International Rwanda and shall form an integral part of this MoU.

**Article 14: Termination**

Either Party may terminate this Memorandum of Understanding by providing thirty (30) days' prior written notice to the other Party. Termination shall not affect the validity of any ongoing project-specific agreements signed under this MoU, unless otherwise agreed by the Parties in writing.

**Article 15: Entire Understanding**

This Memorandum of Understanding represents the entire understanding between the Parties with respect to its subject matter and supersedes all prior discussions, negotiations, or understandings, whether written or oral. Nothing in this MoU shall be construed to create a legally binding contract, partnership, or joint venture between the Parties, except as expressly stated in project-specific agreements.

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**Article 16: Effective Date and Signatures**

This Memorandum of Understanding shall take effect on the date of its signature by the duly authorized representatives of both Parties and shall remain in force for the period specified in Article 4, unless earlier terminated in accordance with Article 14.

Thus, agreed and signed at 12, on this 11 day of \_\_\_\_\_ 2025

**For World Vision International Rwanda**

Name: Pauline Okumu

Title: National Director

Signature: \_\_\_\_\_



**For Trinity Metals Limited**

Name: Peter Geleta

Title: Chief Executive Officer

Signature: \_\_\_\_\_

