



MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

OPENSTREETMAP UGANDA (MAP UGANDA)

AND

WIKIMEDIA COMMUNITY USER GROUP UGANDA

November, 2020

MEMORANDUM OF UNDERSTANDING

This AGREEMENT is made on the..... day of the month of, 2020

BETWEEN

OpenStreetMap Uganda Plot 90/90 Kanjokya Street Kamwokya Kampala Uganda,
Kanjokya Street, herein referred to as (“MapUganda”)

AND

Wikimedia Community User Group Uganda, Plot 52, Bukoto Street, Kamwokya
P.O. Box 11778, Kampala Uganda (hereinafter referred to as “ Wikimedia Community
Usergroup Uganda”).

All collectively known as “PARTIES”.

WHEREAS Wikimedia Community User Group Uganda (**Wikimedia Community
Usergroup Uganda**) is an affiliate of the Wikimedia Foundation, whose mission is to
bring free educational content, and knowledge to the world.

AND

WHEREAS Wikimedia Community User Group Uganda Promotes this mission of bringing
free educational content to the world.

AND

WHEREAS MapUganda works across Uganda promoting community mapping, GIS
awareness, actively contributing open datasets and building a network of enthusiastic
community mappers in Uganda. Promote, train and equip organisations with drone
technology to improve their existing process and provide deeper insight to relevant data for
better decision making.

AND

WHEREAS MapUganda wishes to cooperate with the Wikimedia Community User Group
Uganda in incorporating open source Geographical information Systems and drone
technology to contribute to the promotion and provision of free educational Content to the
world .

NOW THE PARTIES DO HEREBY AGREE AS FOLLOWS:

ARTICLE 1: OBJECTIVES

The overall objective of this MoU is to provide a partnership framework for the Wikimedia Community User Group Uganda and MapUganda to enhance existing and establish new organizational structures and practices that ensure comprehensive information exchange, learning, knowledge transfer, better engagement, support, and networking opportunities as movement stakeholders.

This memorandum specifically aims at:

1. Wikimedia Community Usergroup Uganda and MapUganda building upon previous efforts like [Kumusha Takes Wiki](#), and the 2019 Wikimania theme in Stockholm, Sweden: *[Stronger together: Wikimedia, Free Knowledge and the Sustainable Development Goals](#)*.
2. The Wikimedia Community User Group Uganda, and the MapUganda communities talking to each other for selected joint projects and lessons, as part of the wider Movement Strategy recommendations: to [coordinate across stakeholders](#) in defining responsibilities, shared values, principles, and accountability, to facilitate community growth, inclusivity, communication and collaboration.
3. MapUganda determines projects in the areas of artificial intelligence (drone) data collection, and others that can provide free knowledge content for Wikimedia projects, and providing training to Wikimedia Community Usergroup Uganda volunteers on how to release this content with an open license to Wikimedia Projects.
4. Wikimedia Community Usergroup Uganda working with MapUganda to acquire drone flight permissions in the areas of interest to acquire educational content.

ARTICLE 2: SCOPE OF PARTNERSHIP

1. This MoU will focus on the incorporation of free knowledge with open source Geographic Information Systems and drone technology in promoting and bringing free access to educational content .
2. This MoU proposes areas of joint collaboration between parties i.e research, publications, advocacy, stakeholder engagements, identifying projects for local and global impact and information sharing.
3. This MoU spells out guidelines of the agreement between the parties, and is intended to cover a renewable period of 1 year. To be amended or extended in writing and upon mutual agreement among parties.

ARTICLE 3: DURATION OF THE AGREEMENT

1. This MoU shall be for an initial period of 1 year from the time of signing, subject to review of progress by both parties.

ARTICLE 4: OBLIGATIONS OF MAPUGANDA

The roles and responsibilities of MapUganda under this MoU shall include:

1. Working closely with the Wikimedia Community User Group Uganda volunteers to incorporate open source GIS tools, drone technology, and content in Wikimedia projects.
2. Share results of the above projects with relevant stakeholders, as agreed upon by both parties.
3. Mobilize resources for implementation of programs and projects specifically on GIS, mapping, data collection, analysis, and visualization in promoting and bringing free Educational Content to partners and different stakeholders.
4. Support where necessary the launch and dissemination of the data visualization and information products generated from the collaborative activities.
5. Create/coordinate platforms for multi stakeholder engagements between the Government, Civil society, Academia, disaster risk reduction professionals, grass root organizations, traditional authorities, etc.
6. Compile and submit quarterly reports to Wikimedia Community User Group Uganda on or for the relevant Wikimedia Community Usergroup Uganda meta pages.

ARTICLE 5: OBLIGATIONS OF Wikimedia Community User Group Uganda

The Wikimedia Community User Group Uganda undertakes to:

1. Provide MapUganda with free knowledge resources and sharing Wikimedia projects that can be relevant for MapUganda to promote open data and drone technology.
2. Provide MapUganda with Usergroup programs, projects, and activities with relevant schedules and information to enable successful collaboration.
3. Recommend volunteer(s) to participate in selected MapUganda's field and/or remote mapping activities as per project needs, and agreement by both parties.
4. Share activities and information products generated from this collaboration with the [Wikimedia Movement](#).
5. Provide community and stakeholder engagement support to MapUganda during the implementation of selected projects.
6. Compile and submit quarterly reports to MapUganda through the relevant Wikimedia Community Usergroup Uganda or MapUganda meta pages.

ARTICLE 6: POLICIES

1. Implementation and collaboration arrangements including payments per diems and other allowances may be discussed amicably by both parties provided the parties are in agreement in the best interest of achieving mutual goals.
2. Both parties will respect and **openly publish** the policies governing the operations of either party.

ARTICLE 7: INTELLECTUAL PROPERTY RIGHTS/ AUTHORSHIP/ CONFIDENTIALITY

1. Wikimedia Community User Group Uganda and MapUganda will treat and keep as confidential all information whose disclosure may infringe the privacy of, or jeopardize the safety of any partner.
2. Wikimedia Community User Group Uganda and MapUganda will acknowledge and attribute their respective contributions in research papers, reports and publications produced as a result of this partnership.

ARTICLE 8: CAVEATS

1. This agreement does not bind either party or their staff to any financial or other liability without formal documentation.
2. Each party warrants that it has the power, authority, and mandate to validly enter into this agreement and also warrants that it has obtained all necessary permissions, consents, warrants, licenses or other authorization required to perform its obligations hereunder.

Each party also warrants that it is not prohibited by any statute, law, by-laws, order, treaty, regulations or other restriction or legal limitation that prevents it from either entering into or carrying out this partnership agreement.

3. This agreement, once in force may be amended only by mutual written agreement between the parties hereto. And given one month in lieu of notice. The parties involved hereby declare that the contents and the terms of the agreement have been discussed and agreed upon, and understood and will be implemented in the spirit of good cooperation.

ARTICLE 9: LAWS GOVERNING THE PARTNERSHIP

1. The partnership shall be governed with reference to the laws in force in the republic of Uganda, and/or the respective organisations to which both parties are affiliated to, which laws should be disclosed and known by both parties.

ARTICLE 10: TERMINATION

1. Each party reserves the right at all time to withdraw from the agreement, if in its view circumstances have arisen which make full implementation of the articles set out in the MoU impossible or undesirable.
2. In such the above circumstances, a one month notice must be given before termination of the agreement.

ARTICLE 11: DISPUTES

1. The partners shall seek to resolve differences or conflicts through dialogue in the first instance. In the event that the parties fail to resolve their differences amicably, a third party from either partners can be invited, with the last option of an immediate termination of this agreement.

ARTICLE 12 (CONFLICT OF INTEREST DISCLOSURE)

1. Each party under this agreement agrees to identify, disclose, manage and bring to attention any [conflict of interest](#) to another party in any project, program or activity undertaken.

ARTICLE 13: FORCED MAJEURE

1. A party is not liable for failure to perform the party's obligation or terms of this MoU if such failure or inability arises from civil strife, government restrictions, war, curfew, acts of God and other genuine natural unforeseeable circumstances.

ARTICLE 14: (FINAL PROVISIONS)

This MoU shall take effect from the date it is signed and for purposes of this agreement authorized representatives of parties are:

1. A designated person(s) from the Wikimedia Community User Group in Uganda shall be a representative in matters affecting this MoU.
2. The Executive Director of MapUganda or his/her designate shall represent MapUganda in matters affecting this MoU
3. This agreement contains all agreements between the parties and supersedes all prior negotiations and agreements either written or verbal. Departures from and the changes to the provisions of this agreement shall be valid only if set out in writing by Wikimedia Community User Group Uganda and MapUganda.
4. Amendments to this MoU shall be valid only if they have been given in writing by both parties.

IN WITNESS WHEREOF the undersigned being authorized representatives of the hereto, have signed this Memorandum of Understanding.

MAPUGANDA REPRESENTATIVE

Name:

Position:

Signature:

Date:

Witness:

Name:

Position:

Signature:

Date:

Wikimedia Community User Group Uganda REPRESENTATIVE

Name:

Position:

Signature:

Date:

Witness:

Name:

Position:

Signature:

Date: