

Proposed Memorandum of Understanding (MOU)
Between
Ugandan North American Association (UNAA)
And
UNAA Affiliates

I. Background

In accordance with Article 4.7 of the UNAA Constitution, a UNAA Affiliate must agree to, sign, and maintain a memorandum of understanding (MOU) with UNAA. A Ugandan membership-based community organization or association that qualifies as per provisions of this Constitution and Bylaws shall apply to the Executive Committee, through the Office of the Vice President and in accordance with the Constitution and Bylaws, to become an affiliate of UNAA. The application and MOU must be approved by the UNAA Council and reported to the BoT and AGM. Affiliates shall provide documentation required for the application and shall maintain their certification with UNAA with periodic reports as per Bylaws. Affiliates shall periodically be issued with a Certificate of Affiliation as per Constitution and the Bylaws.

II. Purpose of MOU

This MOU is being executed to allow the affiliate to partner with UNAA in community outreach and empowerment activities – especially, programs around UNAA’s annual conventions during the US and Canadian Labor Day holiday weekend. Specifically, the MOU formally sanctions the UNAA affiliate’s participation in the community development fund program, collaboration, and/or coordination of community meetings – especially, inclusion (upon request) of affiliate programs in UNAA’s official annual conventions program.

And in return, the affiliate agrees to promote UNAA and its initiatives, programs, and activities on all affiliate platforms (Website and other social media platforms) – as well as encourage affiliate members to participate in and support UNAA’s initiatives, programs, and activities – including but not limited to the registration for the annual conventions and associated programs, UNAA membership, and other UNAA-sanctioned activities.

Under this MOU, in the three-day weekend that UNAA schedules for the annual convention, UNAA will extend the UNAA affiliate a courtesy three (3) hour use of a convenient meeting space/meeting room in the UNAA Convention Hotel for affiliate meetings. The day and time of such meetings (at the convention hotel) will be the prerogative of UNAA – in consideration of other booked events. Additionally, consideration shall be based on a first come-first served basis, followed by seniority (of which organization became an UNAA affiliate first).

III. Duration of MOU

The MOU signed between UNAA and a UNAA affiliate shall be renewed annually and remain in effect for as long as the affiliate continues to fulfill the terms of the agreement

and annual UNAA reporting requirements – as stipulated in Article 4 of the UNAA constitution and associated bylaws.

IV. Authority

The affiliates assent to this MOU shall be openly debated, and all key stakeholders and authorized organization decision-making entities consulted – in accordance with the relevant by-laws of each organization.

V. Roles and Responsibility

The Affiliate and UNAA are signing this MOU voluntarily. This is not a legally bidding document, and the roles and responsibilities for each party (to this MOU) are those that have been agreed upon in the good faith – and, in furtherance of both UNAA’s and the affiliate’s purpose and objectives.

VI. Funding

There are no funding obligations (on either party) under this MOU.

VII. Points of Contacts (POCs)

UNAA POCS

Name:.....

Vice President or designee:

Address:.....

Phone Number:.....

Email:.....

AFFILIATE POCS

Name:.....

Title:.....

Address:.....

Phone Number:.....

Email:.....

VIII. Commencement/Amendment/Termination

This MOU will be effective upon approval by both signatories and will remain in effect for as long as both parties continue to fulfill their obligations. This document embodies the understanding of both UNAA and Affiliate’s leadership organs. In the event either party wishes to amend this document, such amendment must be done in writing and approved by both parties.

This MOU may be terminated by either party provided the party terminating the agreement gives the other party 60-day notice.

IX. Effect of the Agreement

This MOU is a voluntary agreement between the parties and is not intended to confer any right upon any private person or third party.

Nothing in this MOU will be interpreted as limiting, superseding, or otherwise affecting either organization's normal operations or decisions in carrying out its mission and objectives. This agreement does not limit or restrict UNAA or the affiliate from participating in similar activities or arrangements with other entities.

X. Dispute Resolution

Should disagreements arise on the interpretation of the provisions of this agreement or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement or interpretation is not reached within 30 days, the parties shall forward the written presentation of the disagreement to respective higher officials in their organizations for appropriate resolution.

If a dispute remains unresolved for more than 30 calendar days after the parties have engaged in an escalation of the dispute, it shall be forwarded to Boards of the two entities for final resolution, and/or dissolution of the MOU.

Dissolution of this MOU shall only be effected by the principals (in both organizations) at the level of the signatories in the approvals section below.

XI. Approvals

The undersigned agree to the terms and conditions of this MOU.

President and Chairperson, (Affiliate) or Designee of the Affiliate	President and CEO, UNAA or Designee of UNAA Executive Committee
Name:	Name:
Phone:	Phone:
Email:	Email:
Signature:	Signature:
Date:	Date: