

REPUBLIC OF UGANDA
MEMORANDUM OF UNDERSTANDING

BETWEEN

Uganda Professional Drivers' Network (UPDN)

AND

Inter-Religious Council of Uganda (IRCU)

September 2022

THIS MEMORANDUM OF UNDERSTANDING (herein referred to as 'MoU') is made in Duplicate on the _____ day of _____ 2019;

BETWEEN Uganda Professional Drivers' Network of P.O. Box 12903, Kampala, Uganda (hereinafter called the 1st party) which expression shall where the context so admits include its assignees and successors in title of the one part;

AND Inter-Religious Council of Uganda (UPDN) of P.O. Box ..., Kampala Uganda (herein after called the 2nd Party) which expression shall where the context so admits include his assignees and successors in title of the second part;

WHEREAS:

The 1st Party is a duly incorporated under the laws of Uganda Non-Governmental Organization (NGO) Act 2012 as coordinating secretariat for commercial drivers' Associations and relevant industry players (driving schools, driver employers, Development partners and Government) with NGO Permit number 1985824 and URSB license number: 80020001105773; involved in Driver Health, Road Safety and Driver Livelihood programming through: Coordination, Networking and Partnerships, Research, Advocacy and Knowledge Management in the transport industry. The 1st Party is however desirous of specific services/collaborations from the 2nd party.

AND WHEREAS

The 2nd Party is a duly incorporated under the laws of Uganda Non-Governmental Organization (NGO) Act 2012 as a coordinating secretariat for different religions for their involvement in Advocacy for strategic Development issues through the existing religious structures in the Uganda.

OBJECTIVE AND PURPOSE OF THIS MOU IS AS FOLLOWS:

1. To have working collaboration and relationship with Inter-Religious Council of Uganda (**IRCU**) in regards to annual commemoration of World Day of Remembrance for road traffic victims in Uganda.
2. Foster strategic partnership and collaborations in Advocating for road safety standards and relevant support in strengthening Government efforts in pertinent areas of road safety like improving post-crash response for victims of road crashes and others from time to time where possible

IT IS HEREBY AGREED AS FOLLOWS:

- a. In this memorandum unless the context otherwise requires the words importing one gender shall include all other genders and words importing the singular include the plural and vice– versa.
- b. Any covenant by a party not to do an act shall be deemed an obligation not to include, permit or suffer such act or thing to be done by another person.

A. Commencement and Term:

- i) The commencement date for this Memorandum is the.....day of2022.
- ii) In the event of failure by any parties to perform their duties as agreed by the parties, this Agreement shall forthwith terminate, and such party shall be fully discharged of the obligations herein provided.

B. Roles of the Parties:

i) Specific Obligations of the 1st Party

- The 1st party will mobilise drivers through their Associations and related stakeholders to participate in the annual commemoration of road crash victims in Uganda

- The 1st party will liaise with the line ministry (Ministry of Works and Transport), other relevant Ministries and relevant Development partners to participate in the event
- The 1st party shall work together with the 2nd party as one party to mobilise for resources for the event and beyond to establish a sustainable funding stream for the activity and other sustainable related interventions as stated above

ii) Specific Obligations of The 2nd Party

- The 2nd party shall mobilize religious leaders to recognize the day and participate in the commemoration events throughout the country at both their different church levels and at organized annual inter-denominational service venues
- The 1st party shall work together with the 2nd party as one party to mobilise for resources for the event and beyond to establish a sustainable funding stream for the activity and other sustainable related interventions

C. Management:

This M.O.U shall be treated as a joint venture scheme between the 1st and 2nd Party and where the context requires a lead agency; this shall be agreed upon from time to time

D. Notices:

Any notice to be given by either party to this agreement shall be in writing and shall be deemed duly served if delivered personally or sent by e-mail, facsimile transmission or post to the addressee at the address or (as the case may be) facsimile number of that party set opposite the facsimile number of that party set opposite the addresses above.

E. Law and Jurisdiction:

This agreement shall be governed by and constructed in all respects in accordance with the Uganda law.

- F. All disputes that may arise between the parties or as to any matter touching the rights, duties and liabilities of either party or in any way otherwise relating or arising out of this Agreement, shall, if not amicably solved within 7 days after notice by the aggrieved party, be referred to arbitration in accordance with the provisions the Arbitration and Conciliation Act, Cap 4.
- G. Without prejudice to their respective rights, a party shall not be held responsible nor suffer any financial loss should the performance of the contract be delayed or prevented by an event of force majeure, which shall include but not be limited to strikes, riots, civil commotion, fire accident or any other incident beyond the control of either party hereto which neither party was aware of or could have foreseen at the time of signing this Agreement. In the event of an occurrence of force majeure, either shall notify the other of the events and during such event, the rights and obligations of either party shall automatically be suspended.

Terms of renewal of Agreement

- H. The original term of the agreement shall commence on the day of the signing of this agreement and will remain in force for five (5) years, renewable at the end of the period.

Termination Clause

- I. Where either party may not wish to renew the agreement, notification to the other party should be done at least two months before the end of the existing M.O.U.

Intending to be legally bound, the Parties have executed this Memorandum of Understanding as of the day, month and year first above written.

**Signed & Delivered on behalf of
Uganda Professional Drivers' Network (UPDN) by:**

Signature :.....

Name :.....

Title:.....

In the presence of:

Signature:.....

Name:.....

Title:.....

**Signed & Delivered on behalf of
Inter-Religious Council of Uganda (IRCU) :**

Signature:.....

Name:.....

Title:.....

In the presence of:

Signature:.....

Name:.....

Title:.....