

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this “**MOU**”) is made by and between United Cities and Local Governments Africa (“UCLG Africa”) and the Open Government Partnership (“**OGP**”), together with UCLG Africa, the “**Parties**”, and each, a “**Party**”).

BACKGROUND

United Cities and Local Governments Africa (hereinafter referred to as “UCLG Africa”) is the African section of the world Organization UCGL, composed of 44 national associations of local and regional governments from all regions of Africa, as well as 2000 cities, representing overall nearly 350 million African citizens and communities. UCLG Africa’s Constitution promotes the principles of democracy and good governance in local institutions, including strengthening public participation in the management of local governments. Its role is to assist in the strengthening of local governments and their associations as a means to improve local governance, service delivery and sustainable local policies.

Open Government Partnership (hereinafter referred to as “OGP”) is a multilateral initiative that aims to secure concrete commitments from governments to promote transparency, empower citizens, fight corruption, and harness new technologies to strengthen governance. To progress further in this goal, OGP acknowledges the opportunities presented by engaging in open government on the local level. OGP has grown to include a network of 106 local governments - 22 in the Africa-MENA region-, 77 countries, and thousands of civil society partners committed to local, national, and global action on transparent, participatory, inclusive and accountable governance.

WHEREAS, UCLG Africa and OGP (hereinafter referred to collectively as the “Parties”, and individually each a “Party”) both share a common commitment to the full realisation and renewal of local democracy in the African continent based upon a mutual understanding that local governments have the potential to co-create and implement policies that foster open, inclusive and sustainable solutions to local and global challenges. Local governments are in close proximity to people and to the point of delivery for services making open government initiatives at this level potentially generate more impact, have greater visibility and are easier to measure.

WHEREAS, OGP has established OGP Local with a growing membership of 106 local and subnational governments and hundreds of civil society partners which are committed to advancing open government values of access to information, public accountability and civic participation through the co-creation and implementation of local action plans, peer exchange of knowledge and global, regional and national advocacy.

THEREFORE, UCLG Africa and OGP wish to formalise a basis on which the Parties may explore opportunities for collaboration and joint activities in areas of mutual interest, with a view to pursuing the use of ongoing dialogue, knowledge exchange, capacity building, peer learning and regional joint advocacy on the adoption of open government principles to strengthen governance at the local level and increase local's voices in global agendas.

1. **Goal Commitments**. The Parties agree to make use of their respective resources to achieve the following goals:
 - a. *Further integrate open government practices and policies at all local levels of governance in the Africa Mena Region in support of:*
 - i. *enabling equitable access to quality local public services for all*
 - ii. *realising sustainable, just local socio-economic development*
 - iii. *building capacities and skills to innovate and problem solve in a participatory manner.*

2. **In support of the Goals, the parties will:**
 - a. Collaborate and exchange expertise and ideas relating to programs similar in nature to one another.
 - b. Collaborate and exchange knowledge, ideas, and methodology between the organisations and with the wider community. Examples may include but are not limited to: fostering best practices exchange, raising awareness on open governance, capacity building through knowledge products and landscape analysis.
 - c. Collaborate around events, by supporting invitations to one another's events and co-organized events should it be deemed mutually beneficial, and/or supporting invitations for speakership at one another's events if there is a specific area of knowledge held by the staff of either organisation relevant to that event. Should the opportunity ever arise, both parties may consider co-organizing an event.
 - d. Promote one another's organisations, programs and events to member cities and partner organisations should it be deemed mutually beneficial to do so.
 - e. Collaborate to technically support respective members to implement and design projects related to open government.

3. **The parties agree to cooperate as follows:**
 - a. Hold regular (once per quarter) planning meetings (in person or via teleconference) with representatives of both parties to determine activities and campaigns for collaboration.

4. **Term/Termination.** The term of this MOU will commence on February 1, 2023 and continue for an initial term of one year, provided, however, that either Party can terminate this MOU at any time upon written notice to the other Party.
5. **Resources.** The activities identified by the Parties as part of the MoU Will not entail additional costs on either Party, unless otherwise specified and agreed. However, they will imply a commitment of time and existing human resources on each other's side to ensure the successful fulfilment of the MOU.
6. **Press/Marketing.** Any public announcements through press releases, media advisories or other similar means regarding this MOU or the work of the Parties hereunder shall require the prior written approval of the Parties hereto prior to such announcements.
7. **Other Efforts.** The Parties to this MOU may from time to time choose to engage in additional efforts to enhance or support the work contemplated by this MOU. Such additional efforts will be separately agreed upon, in writing, by the Parties and will be made a part of this MOU by being attached as an addendum and/or amendment to this MOU.
8. **Intellectual Property.** This MOU shall not be construed to grant to either Party any licence to use the logo or printed materials of the other Party, except in such form and manner as may be approved with the prior written consent of the Party to whom such logo or printed materials belong. Any and all requests for use of the logo or printed materials of a Party shall be submitted to the Party to whom such logo or materials belong and will require such Party's written approval prior to any such use.
9. **Confidentiality.**
 - a. During the course of this MOU, the Parties may make available to each other certain Confidential Information (as hereinafter defined) or one Party may otherwise learn of Confidential Information belonging to the other Party. For purposes of this Section, "**Confidential Information**" means any and all confidential or proprietary information regarding a Party or its business, including, without limitation, all products, patents, trademarks, copyrights, trade secrets, processes, techniques, scientific information, computer programs, databases, software, services, research, development, inventions, financial, purchasing, accounting, marketing, fundraising and other information, whenever conceived, originated, discovered or developed, concerning any aspect of its business, whether or not in written or tangible form; provided, however, that the term "Confidential Information" shall not include information (i) which is or becomes generally available to the public on a non-confidential basis, including from a third party provided that such third party is not known to be in breach of an obligation of confidentiality with respect to such information, (ii) which was independently developed by a Party not otherwise in violation or breach of this MOU or any other obligation of one Party to the other, or (iii)

which was rightfully known to a Party prior to entering into this MOU.


b. Except as otherwise provided herein: (i) the Parties shall hold in strictest confidence any of the other party's Confidential Information; (ii) the Parties shall restrict access to the Confidential Information to those of their members, officers, directors, personnel, partners, agents and advisors (together, "**Representatives**") with a need to know and who (x) are under confidentiality obligations no less restrictive than those contained herein and (y) engaged in a permitted use of the Confidential Information (and each Party hereto shall be legally responsible for any unauthorized use or disclosure of Confidential Information by any of its Representatives); (iii) the Parties shall not distribute, disclose or convey Confidential Information to any third party other than its Representatives; (iv) the Parties shall not copy or reproduce any Confidential Information except as reasonably necessary to perform any obligations hereunder; and (v) neither Party shall make use of any Confidential Information for its own benefit or for the benefit of any third party. The foregoing to the contrary notwithstanding, the Parties shall not be in violation of this subsection in the event that a Party reasonably believes is legally compelled to disclose any of the Confidential Information, provided that in any such event the disclosing Party will provide the other party with reasonably prompt written notice prior to any such disclosure so that the non-disclosing Party may obtain a protective order or other confidential treatment for the Confidential Information, and in the event that a protective order or other remedy is not obtained by the non-disclosing Party, the disclosing Party will furnish only that portion of the Confidential Information which it reasonably believes is legally required to be furnished.

10. **Binding Effect.** Other than Sections 4, 5, 8 and 9, this MOU is not binding on either Party and neither Party shall have any obligations to the other unless and until the Parties execute and deliver definitive, legally binding documentation setting forth the understandings of the Parties. For the avoidance of doubt, termination of this MOU shall not discharge any obligations of either Party under Sections 8 and 9 of this MOU.
11. **Resolution of disputes.** The Parties will make every effort to resolve amicably any dispute, disagreement, controversy or complaint resulting from this MoU or subsequent agreements pursuant to this MoU. Disputes between the Parties that cannot be resolved amicably shall be submitted for an arbitration process mutually agreed by the Parties. The Parties will be bound by any decision resulting from such an arbitration process. The decision shall be considered the final solution to the dispute, disagreement, controversy or complaint.
12. **No Assignment.** This MOU may not be transferred or assigned to any other party without the express written permission of the other Parties hereto.
13. **Counterparts.** This MOU may be executed in counterparts (including by means of facsimile or electronic transmission), each of which shall be deemed an original but which together shall constitute one and the same instrument.

[Signatures appear below]

Acknowledged and agreed to this 17 day of March , 2023.

Open Government Partnership

By:  _____

Sanjay Pradhan

Chief Executive Officer

Open Government Partnership

United Cities and Local Governments

By:  _____

Jean Pierre ELONG-MBASSI

General Secretary

United Cities and Local Governments
Africa