

PARTNERSHIP AGREEMENT

BETWEEN



AFRICAN CENTRE OF EXCELLENCE FOR NEGLECTED AND UNDERUTILISED BIODIVERSITY (ACENUB), MZUZU UNIVERSITY

AND



**THE CENTRE FOR RESILIENT AGRIFOOD SYSTEMS (CRAFS),
UNIVERSITY OF MALAWI**

PARTNERSHIP AGREEMENT OUTLINE

1. Identification of Partners

1.1 This Partnership Agreement ("PA") is entered into on the.....of.....2024 by and between:

African Centre of Excellence for Neglected and Underutilised Biodiversity (ACENUB) based at Mzuzu University, a public university, Private Bag 201, Luwinga, Mzuzu 2, Mzuzu, Malawi

And

The Centre for Resilient Agri-food Systems (CRAFS) based at the University of Malawi, a public university, P.O. Box 280, Zomba, Malawi.

1.2 The parties are herein individually and jointly referred to as the 'partner' and the 'partners' respectively.

WHEREAS:

1.3 ACENUB is a Centre of Excellence in Neglected and Underutilized biodiversity based at Mzuzu University which is an institution of higher education and CRAFS is regional centre established at the University of Malawi, under the World Bank Africa Centres of Excellence Additional Funding (ACEII AF) project, focusing on sustainable and resilient agri-food systems.

1.4 Both partners are public institutions of higher learning taking active part in collaborative research; master's students training; PhD students training; joint research publications; provision of industrial attachment positions; sharing of research facilities/equipment; joint development and application of grant proposals; joint supervision of postgraduate students; dissemination and commercialization of research findings and innovations; joint conferences, workshops and seminars.

1.5 The partners wish to enter into this Partnership Agreement in order to set out their respective rights and obligations under this arrangement, for their mutual benefit.

2. Context of the Partnership Agreement

2.1 Both partners are regional African Centers of Excellence (ACE) established under the ACEII AF project. The objective of the ACEII AF project is to promote regional

specialization among participating universities to address regional development challenges and strengthen the capacities of these universities to deliver quality training and applied research in agricultural related areas. The overall development objective of the project is to meet the labor market demands for skills within specific areas where there are skill shortages affecting development, economic growth and poverty reduction.

2.2 Partnership is a key modality of national and regional collaboration. The ACEs are required to serve as a hub for a network of partner institutions including academic and industry partners.

2.3 The objectives of this partnership are to (i) raise the quality and improve capacity of research and education, and (ii) enhance innovation through commercialization and uptake of research, innovation and technology outputs.

3. Objectives and Scope of the Partnership Agreement

3.1 The strategic objective of this Partnership Agreement is to contribute towards the shared project goal (outlined herein); to promote regional specialization among participating universities in areas that address regional development challenges and strengthen capacities of these universities to deliver quality training and applied research.

3.2 At the operational level, this Partnership Agreement seeks to facilitate and enhance academic cooperation and sharing of resources to deliver the agreed partnership activities (see Annex 1 below) towards the achievement of the project objectives. It is agreed that the two parties will work together to promote the following:

- a) Postgraduate students exchange.
- b) Staff exchanges.
- c) Sharing of research facilities/equipment.
- d) Joint supervision of postgraduate students.
- e) Joint development and application of grant proposals.
- f) Collaborative research in any field of common interest to both parties.
- g) Co-development and delivery of postgraduate programmes.
- h) Joint dissemination of research such as conferences and publications.
- i) Co-organisation of conferences.
- j) Any other activity as agreed by both parties.

3.3 This PA is not a legally binding contract, but rather a framework document underpinning a collaborative partnership between the respective institutions.

4. Governance, roles, and responsibilities.

4.1 The Parties shall work together in a coordinated effort to bring about the fulfilment of the purpose of this Partnership Agreement.

4.2 Each Party shall designate a Coordinator to oversee and facilitate the implementation of activities under this PA. The coordinators will act as principal contact and plan together the activities under the PA. The initial coordinators are **Professor Cosmo Ngongondo**, the Executive Dean of the School of Natural and Applied Sciences and Director of CRAFS and **Dr. Mavuto Tembo**, Associate Professor in Agri-Sciences and Director of ACENUB. Notification of change or successor shall be in writing to the other Party.

4.3 The Parties undertake to solicit funds including donor funds and research grants independently or jointly, for the purpose of realizing any or all the activities of the collaboration.

4.4 For exchange visits, the host Party will facilitate practical arrangements including office space, accommodation, and necessary administrative functions (such as flight reconfirmation and hotel reservation).

4.5 Parties shall make rules governing the use of their respective facilities including laboratories, library and workshops where such facilities are used to conduct any of the functions of this collaboration.

4.6 Parties agree to make available suitable facilities and personnel as and when required and on such terms of rules above.

4.7 As a general rule, the title and custody of any equipment acquired in the course of the collaboration shall remain with the host institution upon the expiry of that particular project as specified in individual 'agreements of collaboration'.

4.8 Participating staff and students involved in any activities under this PA shall adhere to rules and regulations of the host institutions.

4.9 Prior to initiating any specific activity or program (described in Anex 1), the parties will negotiate and enter into specific subsidiary agreements in writing, signed by each Party's authorized signatory, stating the respective rights and obligations of the Parties, terms of the arrangement such as intellectual property ownership and

use of facilities (for research), credit transfer and prior knowledge (for student exchange) and funding issues.

4.10 In case of any ambiguity or conflict of terms between the terms and conditions of this PA and those of a separate agreement as mentioned above, the terms and conditions of such separate agreement shall prevail.

4.11 For the implementation of each specific case, Parties shall prepare a work program in relation to the ways, means and responsibilities that will be the object of the addendum to be signed by both parties.

4.12 Each Party shall be responsible for its acts and omissions in connection with this PA and its implementation.

4.13 The Parties shall, on a regular basis, keep each other informed of and consult on matters of common interest, which in their opinion are likely to lead to mutual collaboration.

4.14 The Parties shall, at such intervals as deemed appropriate, convene meetings to review the progress of activities being carried out under the present PA and to plan future activities.

5. Financial Management

5.1 The activities, outlined in the Partnership Action Plan (Annex 1), shall be undertaken subject to availability of funds and the approval of each Party's authorized representatives.

5.2 The two Parties hereto undertake to solicit funds including donor funds, research grants and other such funds for the purpose of implementing partnership activities as agreed in the Partnership Action Plan (Annex 1) and budget (Annex 2).

5.3 Each partner is responsible for deliverables in accordance with the agreed Partnership Action Plan (Annex 1) and the project budget (Annex 2). Neither Party is obligated to expend any resources in connection with this agreement. Resources for implementation of this agreement may come from either Party, depending upon budgetary availability.

5.4 No implementation of any portion of this agreement or commencement of any specific projects may be initiated prior to written assurance of adequate budgetary resources.

5.5 This agreement shall not be construed to create a relationship of partners, brokers, employees, servant joint ventures or agents between the Parties. The Parties to this agreement are acting as independent participants.

5.6 With respect to employee compensation for services in connection with the agreement, each party shall be responsible for its own employees' taxes, worker's compensation, and other employment related taxes.

6. Privileges and Immunities

6.1 This PA and any related agreements and project document comprise the complete understanding of the Parties in respect of the subject matter in this PA and supersede all prior agreements relating to the same subject matter.

6.2 This PA should not establish or create any type of formal agreement or obligation. Instead, it is an agreement between the Parties to work together in such a manner as to promote a mutually beneficial alliance between the Parties, in the support of an effective partnership to establish and maintain objectives and commitments with regards to all matters related to education and research.

6.3 Waiver and forbearance or failure of a party in insisting in any one or more instances upon performance of any provisions of this agreement shall not be construed as a waiver or relinquishment of that party's rights to future performance of such provision and the other party's obligation in respect of such future performance shall continue in full force and effect.

6.4 The invalidity or unenforceability of any provision of this PA shall not affect the validity or enforceability of any other provision of the PA. In the event any provision of this PA is deemed invalid or unenforceable, or conflicting with the intent of this collaboration in whole or in part, that part shall be severed from the remainder of this PA and all other provisions should continue in full force and effect as valid and enforceable.

6.5 It is not the intent of this PA to restrict the Parties to this Agreement from their involvement or participation with any other public or private individuals, agencies, or organizations.

6.6 The Parties may agree to add more participants to the PA, if other HEIs with a shared academic mission express interest to collaborate with both Parties, under the similar scope as this PA.

- 6.7 The Parties agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this PA by the indemnifying party, its respective successors and assigns that occurs in connection with this PA. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.
- 6.8 Ownership of any intellectual property (including but not limited to confidential information, know-how, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) developed or created by the students, faculty as a result of joint research or education activity during the implementation of this Partnership Agreement shall be vested in both partners to this agreement. Partners shall have the joint right to determine the commercial exploitation and disposition of such intellectual property, and partners shall enter in good faith discussions in order to make joint applications for the registration of the same. Before any registration or commercialization of any intellectual property takes place, the partners agree to reach a separate agreement covering issues such as exploitation rights and revenue sharing. Any publication regarding such intellectual property shall only be possible with the prior written consent of all partners, with the understanding that such consent should not be unreasonably withheld.
- 6.9 Regarding authors' rights, only co-investigators and other staff that have contributed significantly to the study planning, fieldwork, data analysis and write-up, will be included as co-authors, in accordance with the Vancouver Convention.
- 6.10 Neither Party shall use the name, emblem or trademarks of the other party, or any its subsidiaries, and/ or affiliates, or any abbreviation thereof, without the express prior written approval of the other Party in each case.
- 6.11 The Parties agree to recognize and acknowledge this partnership, as appropriate. To this end, the Parties shall consult with each other concerning the manner and form of such recognition and acknowledgement.
- 6.12 All confidential information disclosed in writing and clearly marked "Confidential" by one partner to the others relating to this Partnership Agreement shall be kept confidential, and the partners shall under no circumstances disclose this

information to any third party without prior written consent of all partners except when the provisions of law make allowance.

7. Commencement, Review, Renewal and Termination of Partnership Agreement.

7.1 The proposed cooperation under this PA is non-exclusive and will be effective from the date of the last signature here to and will remain in force for a time period of five (5) years, with a possibility for renewal at the end of the five-year-period, subject to the Parties' written agreement.

7.2 If the PA remains dormant for five consecutive years, it will be deemed to have lapsed.

7.3 Where it continues to be active the two Parties shall review the agreement 6 (six) months prior to the expiry date. If the parties are agreeable, then the PA shall be extended in writing for such period as may be agreed upon.

7.4 The PA may be amended or revised if both parties agree. Such amendments or revision shall be effective from the date of signature. Amendments may be decided at any time and shall be made in writing upon mutual consent of the parties.

7.5 Either Party may withdraw from this PA provided written notification of the withdrawal is given to the other institution at least three (3) months prior to the desired withdrawal date.

7.6 In the event of termination of the PA, any cost-sharing or project cooperation agreements, and any project documents concluded pursuant to this PA, may also be terminated in accordance with the termination provision contained in such agreements. In such case, the Parties shall take the necessary steps to ensure that the activities carried out under the PA, the agreements, and project documents are brought to a prompt and orderly conclusion.

7.7 This PA will come into force on the date that it is fully signed by all partners (see Section 1, above) and shall remain in force for the duration of 3 years (2023) unless terminated by any partner.

7.8 Any partner may terminate the PA at any time by giving prior written notice of six (6) months first to the other partner. If such notice is given, this Agreement shall terminate: (a) at the end of such six (6) months; or (b) but if the agreement involves students on attachment and staff exchange, termination notice will be until

students/staff have completed their respective training, whichever event occurs last. Termination will be without penalty.

7.9 The partners agree that proposed changes to the PA's contents or validity must be communicated in writing by the proposing partner to the other partners. Any variation to the PA must then be agreed in writing by all partners.

8. Disputes

8.1 The partners will make every reasonable effort to resolve all issues fairly by negotiation. In the event that the dispute cannot be resolved within a four week period the matter shall be referred to the Vice-Chancellors for resolution. Any dispute which cannot be settled amicably shall be finally settled by third party mediation. Each partner shall bear its own costs connected to such a mediation procedure.

8.2 The Parties shall use good faith efforts to settle administratively and amicably any dispute, controversy or claim arising out of this PA. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

9. Force Majeure


9.1 Either Party shall promptly notify the other Party, in writing, of any situation or event arising from circumstances beyond their control, which they could not have reasonably foreseen, and which make the performance of all or part of the Party's obligations under this contract impossible. Upon notification of the occurrence of such a situation or event, the performance of this contract shall be deemed to be postponed for a period of time equivalent to that caused by the Force Majeure and reasonable period not exceeding one (1) week thereafter shall be allowed for remobilisation to continue the performance of the contract.

9.2 Neither party shall be liable for any failure to fulfil its obligations under this agreement if and to the extent that such failure is caused by any circumstances beyond its reasonable control.

10. Entry into force

In witness whereof the Parties, through their dully Authorised Representatives, hereto execute this PA, by in two original, both copies being equally authentic as follows:


SIGNED for and on behalf of Mzuzu University:



PROFESSOR WALES SINGINI
VICE - CHANCELLOR, MZUZU UNIVERSITY

DATE: 11/8/24


In the Presence of:



DR. MAVUTO TEMBO
COORDINATOR, ACENUB

DATE: 11/8/2024


SIGNED for and on behalf of the University of Malawi:



PROFESSOR SAMSON MKALI IDRUS SAJIDU
VICE - CHANCELLOR, UNIVERSITY OF MALAWI

DATE: 28/3/2024

In the Presence of:



PROFESSOR COSMO NGONGONDO
EXECUTIVE DEAN OF SCHOOL OF NATURAL AND APPLIED SCIENCE AND CENTRE
LEADER, CRAFS

DATE: 22/3/24

List of Annexes:

- Annex 1: Partnership Action Plan
- Annex 2: Partnership Budget



**Annex 2: Joint Activity Plan and Budget under this Partnership Agreement
Between the Two Parties - (CRAFS-UNIMA and ACENUB-MZUNI)**

Output	Activities	Total (USD)				Total (USD)		Total (USD)		Available Funds (USD) (Years 1-3)		Budget		Notes
		Year 1	Year 2	Year 3	Year 4-5	Total Yrs 1-5	CRAFS	ACENUB	To be fund-raised (USD) (Years 4-5)		Notes			
									To be fund-raised by ACENUB and CRAFS	To be fund-raised by ACENUB and CRAFS				
1. Enhanced institutional Capacity to deliver quality post-graduate education in key themes within the agriculture sector.	Joint supervision of MSc and PhD students in areas related to agriculture	4,000	4,800	5,760	6,912	21,472	6,560	8,000	6,912	6,912	Supervisor costs, meetings with students			
	Develop curriculum/ training materials, course content, for postgraduate programmes, short courses and professional training courses	2,300	2,760	3,312	-	8,372	4,186	4,186	-	-	In kind contribution by providing content specialist			
	Jointly delivery of PG programmes, short courses and professional training courses	-	6,720	8,064	9,677	24,461	7,784	7,000	9,677	9,677	In kind contribution by providing content specialist			
2. Increased participation in applied research in key areas in the agriculture sector	Joint research / development proposal writing / Joint implementation	15,000	18,000	21,600	25,920	80,520	26,300	28,300	25,920	25,920	Staff time, venue costs, in kind contribution by staff for content. Field work costs and staff time			
	Joint participation in dissemination of research results, e.g. publications, exhibitions, conferences	-	-	14,400	-	31,680	7,200	7,200	17,280	17,280	Partner participate in conference, time and technical inputs. Partner participate in exhibition when possible, Writing workshop costs, APC			
	Activities towards supporting establishment of incubation hub	-	5,280	6,336	-	11,616	5,280	6,336	-	-	Providing technical expertise in kind			
3. Improved competency and skills of researchers, technical and administrative staff	Co-development and delivery of short courses	5,500	11,000	13,200	15,840	45,540	18,700	11,000	15,840	15,840	Provided in kind by each organisation			
	Training of community members in professional and technical skills in smart agriculture.	-	13,200	15,840	19,008	48,048	11,000	18,040	19,008	19,008	Staff time, venue costs, in kind contribution by the host			
	Staff exchange visits (UNIMA to MZUNI; MZUNI to UNIMA)	11,000	13,200	15,840	19,008	59,048	19,000	21,040	19,008	19,008	Travel and lodging costs, in kind contribution by the host			
4. Administration/liaison and meetings	Support access to research facilities (e.g., lab equipment and facilities, High performance computing machines)	4,000	4,800	5,760	6,912	21,472	8,500	6,060	6,912	6,912	Staff time, venue costs, in kind contribution by the host			
	Biannual reporting virtual meetings	400	480	576	651	2,147	544	912	691	691	Partner participate in conference, time and technical inputs			
	Annual evaluation meeting	2,400	2,880	3,456	4,147	12,883	3,736	5,000	4,147	4,147	Partner participate in exhibition when possible			
Final evaluation meeting	-	-	-	5,500	5,500	-	-	5,500	5,500	5,500	stationery, meetings, in kind contribution by the host			
Total Funds					372,759	118,790	123,074	130,895						

SIGNED AND DELIVERED by the authorized representatives of CRAFS-UNIMA and ACENUB-MZUNI

Signed for and on behalf of CRAFS-UNIMA by:

Prof. Samson Mikali Idruss Sajidu
 PROF. SAMSON MIKALI IDRUS SAJIDU
 VICE CHANCELLOR, UNIVERSITY OF MALAWI

In the presence of:

Prof. Cosmo Ngongondo
 PROF. COSMO NGONGONDO
 EXECUTIVE DEAN OF SNAS & CENTER LEADER, CRAFS

Signed for and on behalf of ACENUB-MZUNI by:

Prof. Wares Singini
 PROF. WARES SINGINI
 VICE CHANCELLOR, MZUZU UNIVERSITY

In the presence of:

Dr. Mavuto Tembo
 DR. MAVUTO TEMBO
 DIRECTOR FOR ACENUB

Date:

22/3/2024

Date:

6/3/2024

Annex 1: Joint Activity Plan under this Partnership Agreement between the Two Parties (CRAFS-UNIMA and ACENUB-MZUNI)

Outcomes/Outputs/Activities	Responsible partner (s)		Year 1	Year 2	Year 3	Year 4	Year 5
	CRAFS-UNIMA	ACENUB-MZUNI					
Output 1	Enhanced institutional capacity to deliver quality post-graduate education in key themes within the agriculture sector.						
Activity 1.1	Joint supervision of MSc and PhD students in areas related to agriculture	Co-Lead: UNIMA will provide supervisory support for PG students	Co-Lead: MZUNI will provide supervisory support for PG students	x	x	x	x
Activity 1.2	Development of curriculum/ training materials, course content,	Co-Lead	Co-Lead	x	x		
Activity 1.3	Joint delivery professional training courses in research skills in relevant fields of study	Co-Lead: UNIMA will co-develop and co-deliver courses online/in person with MZUNI at UNIMA	Co-Lead: MZUNI will co-develop and co-deliver course online/in person with UNIMA at MZUNI	x	x	x	x
Output 2	Increased participation in applied research in key areas in the agriculture sector						
Activity 2.1	Co-development of research projects, research packages and plans.	Co-Lead	Co-Lead	x	x	x	x
Activity 2.2	Co-implement research programmes.	Lead: UNIMA will lead in research being implemented at the University of Malawi.	Co-Lead: MZUNI will lead in research being implemented at MZUNI.	x	x	x	x
Activity 2.3	Joint participation in dissemination of research results	Co-Lead: UNIMA will lead in workshop organization at UNIMA and for UNIMA staff.	Co-Lead: MZUNI will lead in workshop organization held at MZUNI or for MZUNI staff		x	x	x
Activity 2.4	Establishment of incubation Hub	Co-Lead: CRAFS will share information and expertise for setting up an incubation hub at ACENUB	Co-Lead: ACENUB will share information and expertise for setting up an incubation hub at CRAFS	x	x		

Output 3		Improved competency and skills of researchers, technical and administrative staff						
Activity 3.1	Co-development and delivery of short courses	Co-Lead: UNIMA will participate in preparation and delivery of courses.	Co-Lead: MZUNI will participate in preparation and delivery of courses.		X	X	X	X
Activity 3.2	Training of community members in professional and technical skills in smart agriculture.	Co-Lead: UNIMA will participate in preparation and delivery of courses.	Co-Lead: UNIMA will participate in preparation and delivery of courses.		X	X	X	X
Activity 3.3	Staff exchange visits (UNIMA to MZUNI; MZUNI to UNIMA)	Co-Lead: Host MZUNI staff and students	Co-Lead: Host UNIMA staff and students	X	X	X	X	X
Activity 3.4	Support access to research facilities (e.g, lab equipment and facilities, High performance computing machines)	Co-Lead: Host MZUNI staff and students to have access to UNIMA facilities	Co-Lead: Host UNIMA staff and students to have access to MZUNI facilities	X	X	X	X	X
Special Component (SC): Administration/Liaison and meetings								
SC1	Biannual reporting virtual meetings	Co-Lead: Both will attend and organize progress meetings						
SC2	Annual evaluation meeting	X	X	X	X	X	X	X
SC3	Final evaluation meeting							X