

# MEMORANDUM OF UNDERSTANDING

BETWEEN



**The Centre for Resilient AGari-food Systems (CRAFS),  
University of Malawi (UNIMA),  
Chirunga Road, P.O. Box, 280, Zomba, Malawi**

AND

# Saudigitus

**Saudigitus  
Rua D, Nr 49, Bairro da Coop, Maputo, Mozambique**

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## **PREAMBLE**

This Memorandum of Understanding (“MoU”) is made and entered into by the University of Malawi (“UNIMA”) and Saudigitus (“Saudigitus”), individually referred to as “Party”, and collectively as “the Parties,” to promote their collaboration in technology innovation and research.

## **WHEREAS,**

- A. UNIMA is a public Higher Education Institution (HEI) committed to imparting knowledge and developing skills by engaging in teaching and learning, research and innovation, consultancy, and outreach activities in response to community and national needs. UNIMA hosts a Center for Resilient Agri-food Systems (CRAFS), established with funding from the World Bank, through the government of Malawi, under the Eastern and Southern Africa Higher Education Centers of Excellence Additional Financing (ACE II AF) project.
- B. Saudigitus is an international private software development company, headquartered in Maputo, Mozambique. It is committed to imparting knowledge and developing skills by engaging in research, innovation, consultancy, and outreach activities in response to community and national needs.
- C. The Parties wish to collaborate in areas of mutual interest to enhance the effectiveness of delivery of their shared agenda towards digital transformation, capacity development, and research.

**THE PARTIES AT THIS MOMENT AGREE AS FOLLOWS:**

**1. PURPOSE**

1.1 This MoU sets out the terms under which the Parties shall collaborate to strengthen their collaboration, outlining roles and responsibilities, setting forth resource contributions, the governance structure, and the period of performance.

**2. AREAS OF COLLABORATION**

2.1 The areas of cooperation may include, subject to mutual consent, any feasible activity that would further the goals of each institution.

2.2 Parties may offer other opportunities for activities that will foster a collaborative relationship. The Parties contemplate cooperation in various joint professional, academic, and educational activities, such as:

**A. Capacity development**

- i. Professional course development: The Parties will work collaboratively to develop professional courses covering, but not limited to, the following areas: health, DHIS2, software development, data analytics and use, climate information products, digital security, education information systems, and agriculture information systems.
- ii. Joint teaching arrangements: Whenever possible, courses will be facilitated by staff from the parties, in line with their areas of expertise. Courses may be taught at UNIMA, at Saudigitus, or concurrently online at both Parties.

**B. Software development**

- i. National and regional software and information products: The Parties will collaborate in the development of software solutions in the following areas: agriculture, health, climate services, interoperability, education, occupational health and safety, and Early Warning and Response Systems (EWARS), among others.
- ii. Progressive implementation scaling: The Parties will collaborate in implementing, revising, and scaling software solutions of common interest.
- iii. Documentation of best practices: The Parties will collaborate in documenting and promoting best practices in user-centred software development, based on their joint work in software development, implementation, and support.

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- iv. Promotion of global open standards and open source software: The Parties agree to work together in promoting the contextualization and adoption of global software standards.

### **C. Research**

- i. Joint supervision of postgraduate projects: The Parties agree to collaborate in co-supervision and hosting of postgraduate students.
- ii. Co-production of knowledge: The Parties agree to collaborate in the co-production of knowledge (publications, attending conferences, and teaching).
- iii. Use of computing facilities: The Parties agree to use their facilities for joint research and skills development.

### **D. Student and Staff exchange**

- i. Visits by and exchange of students: Saudigitus agrees to host students from the University of Malawi, for research, professional development, and the use of computing facilities. The University of Malawi agrees to host students from Saudigitus' partner institutions that may be attached to Saudigitus for research, professional development, and the use of computing facilities. Each exchange visit may be for a minimum period of fourteen days
- ii. Exchange visits by staff: Parties agree to host staff from the other Party for discussions, lectures, and seminars, facilitating the delivery of professional courses and research activities.

## **3. RESPONSIBILITIES OF THE PARTIES**

3.1 The Parties shall work together in a coordinated effort to bring about the fulfilment of the purpose of this MoU.

3.2 The Parties undertake to independently or jointly solicit funds, including donor funds and research grants, to release any or all of the objectives of the collaboration.

3.3 The host Party will facilitate practical arrangements for exchange visits, including office space, accommodation, and necessary administrative functions (such as flight confirmation and hotel reservations).

3.4 The Parties shall abide by current international guidelines on good research practice and ethics available in relation to all research activities.

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

3.6 Parties agree to make available suitable facilities and personnel as and when required and on such terms as are outlined in the rules above.

3.7 Parties shall seek a waiver of duty applicable to any equipment and materials for use by students and staff participating in this collaboration.

3.8 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'.

3.9 Participating staff and students involved in any activities under this MOU shall adhere to the laws of the host countries and the rules and regulations of the host institutions.

#### **4. IMPLEMENTATION OF THE MoU**

4.1 Agreements and activities under this MoU shall be subject to the availability of funds, the approval of each Party's authorized representatives, and all applicable laws and regulations of the two countries.

4.2 Prior to initiating any specific activity or program (described in Article 2), 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.

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

4.4 For the implementation of each specific case, the 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.

4.5 Each Party shall designate a Coordinator to oversee and facilitate the implementation of any agreements arising out of this MoU. The Coordinators will act as principal contacts and plan the activities under the MoU together. The initial coordinators are **Professor Cosmo Ngongondo**, Director of the ACE II Centre of Excellence in Resilient Agri-Food Systems (CRAFS) at the University of Malawi, and **Dr. Zeferino Saugene**, Director General of Saudigitus. Notification of a change or successor shall be in writing to the other party.

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

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

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

4.9 The Parties shall use good faith efforts to settle administratively and amicably any dispute, controversy, or claim arising out of this MoU. 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.

## 5. FINANCIAL ARRANGEMENTS

5.1 Both Parties shall endeavour to raise funds from various sources to make possible the cooperation programs.

5.2 Both Parties agree that all financial arrangements between the Parties have to be further negotiated and mutually agreed upon, and will depend on the availability of funds.

5.3 Any planned program will be effected only after adequate resources have been allocated to it.

5.4 Parties agree that this MoU does not entail any obligation for the Parties to fund any travel for researchers from the other Party.

5.5 Parties further agree to bear the cost of administering the programme on such terms as shall be mutually agreed upon from time to time.

## 6. PRIVILEGES AND IMMUNITIES

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

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

6.5 It is not the intent of this MoU 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 MoU, if other parties with shared interests express interest in collaborating with both Parties, under a similar scope as this MoU.

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- 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 that result from the negligence of or breach of this MoU by the indemnifying party, its respective successors, and assigns that occurs in connection with this MoU. This section remains in full force and effect even after the termination of the Agreement by its natural termination or the early termination by either party.
- 6.8 Unless all the Parties agree, no Party shall, individually and without prior notice and consent of the other Party, file or obtain any Intellectual Property Rights over any research materials, processes, or information under this MoU.
- 6.9 All intellectual property rights created by patent as a result of joint activity shall be shared by all Parties
- 6.10 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.
- 6.11 Neither Party shall use the name, emblem, or trademarks of the other Party, or any of its subsidiaries and/ or affiliates, or any abbreviation thereof, without the express prior written approval of the other Party in each case.
- 6.12 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 acknowledgment.

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## **7. COMMENCEMENT, REVIEW, RENEWAL AND TERMINATION**

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

7.2 If the MoU 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 before the expiry date. If the parties are agreeable, then the MoU shall be extended in writing for such period as may be agreed upon.

7.4 The MoU may be amended or revised if both parties agree. Such amendments or revisions 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 MoU provided written notification of the withdrawal is given to the other institution at least three (3) months before the desired withdrawal date.

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

7.7 This MoU is made in English, and each institution will have copies of the agreement.

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## 8. FORCE MAJEURE

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

8.2 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.

**9. ENTRY INTO FORCE**


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

SIGNED for and on behalf of The University of Malawi:

  
\_\_\_\_\_  
DATE: 25/03/2024  
PROFESSOR SAMSON MKALI IDRUS SAJIDU  
VICE CHANCELLOR, UNIVERSITY OF MALAWI

UNIVERSITY OF MALAWI  
5 MAR 2024  
VICE CHANCELLOR'S OFFICE  
P.O. BOX 280, ZOMBA

In the Presence of:

  
\_\_\_\_\_  
DATE: 25/03/2024  
PROFESSOR COSMO NGONGONDO  
EXECUTIVE DEAN OF SCHOOL OF NATURAL AND APPLIED SCIENCES  
CENTRE LEADER, CRAFS

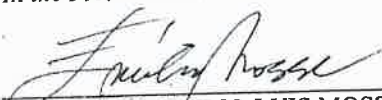
UNIVERSITY OF MALAWI  
5 MAR 2024  
SCHOOL OF NATURAL & APPLIED SCIENCES  
P.O. BOX 280, ZOMBA

SIGNED for and on behalf of the Saudigitus:

  
\_\_\_\_\_  
DATE: 25/03/2024  
THE DIRECTOR GENERAL, SAUDIGITUS

25/03/2024  


In the Presence of:

  
\_\_\_\_\_  
DATE: 25/03/2024  
PROFESSOR EMILIO LUIS MOSSE  
DIRECTOR PS RESEARCH AND INSTITUTIONAL DEVELOPMENT,  
SAUDIGITUS

Mocambique  
25/03/2024

**Annex 1: Joint Activity Plan under this Memorandum of Understanding**

Outcomes/Outputs/Activities	Responsible partner (s)		Year 1	Year 2	Year 3	
	CRAFS-UNIMA	SAUDIGITUS				
<b>Output 1</b>	<b>Enhanced institutional capacity to deliver quality post-graduate education in key themes within the agriculture sector.</b>					
Activity 1.1	Professional course development	Co-Lead:		x	x	x
Activity 1.2	Jointly deliver training courses in areas of expertise at UNIMA, Saudigitus, or concurrently online.	Co-Lead		x	x	x
<b>Output 2</b>	<b>Increased participation in applied research in key areas in the agriculture sector</b>					
Activity 2.1	Joint supervision of MSc and PhD students for community-based field research	Co-Lead: Students will be enrolled at Unima.	Co-Lead: Saudigitus will provide supervisory support and provide secondments for community-based fieldwork and practical training	x	x	x
Activity 2.2	Co-production of knowledge (publications, attending conferences, and teaching)	Lead: students and staff at UNIMA will lead in study designs.	Co-Lead: Saudigitus		x	x
Activity 2.3	Use of computing facilities for joint research and skill development	Lead:	Co-Lead: Saudigitus		x	x
<b>Output 3</b>	<b>Improved competency and skills of researchers, technical staff, and administrative staff</b>					
Activity 3.1	Students exchange visits (UNIMA to Saudigitus; Saudigitus to UNIMA)	Co-Lead: Host Saudigitus students for technical training (Research, profession development, and use of computing facilities)	Co-Lead: Host UNIMA students for technical training (Research, profession development, and use of computing facilities)		x	x
Activity 3.2	Staff exchange visits (UNIMA to Saudigitus; Saudigitus to UNIMA)	Co-Lead: Host Saudigitus members for technical training	Co-Lead: Host staff from UNIMA for technical training	x	x	x
Activity 3.3	Collaboration in the development of National and Regional software and Informational products	Co-Lead:	Co-Lead:	x	x	x

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Activity 3.4	Progressive implementation scaling of software solutions of common interest.	Co-Lead:	Co-Lead:	x	x	x
Activity 3.5	Documentation and promoting best practices in user-centered software development.	Co-Lead:	Co-Lead:	x	x	x
Activity 3.6	Promotion of global open standards and open source software	Co-Lead:	Co-Lead:			
<b>Special Component (SC): Administration/Liaison and meetings</b>						
SC1	Biannual reporting virtual meetings	Co-Lead: Both will attend and organize progress meetings		x	x	x
SC2	Annual evaluation meeting			x	x	x
SC3	Final evaluation meeting					

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Joint Activity and Budget plan under this MoU between the Two Parties (CRAFS-UNIMA and SAUDIGITUS)

Budget/Financial Plan	Year 1		Year 2		Year 3		Year 4		Year 5		Totals (Y1 - Y5)		Available funding (Y1-Y5)		Budget (Y4 - Y5)	Notes
	CRAFS	SAUDIGITUS	CRAFS	SAUDIGITUS	CRAFS	SAUDIGITUS	CRAFS	SAUDIGITUS	CRAFS	SAUDIGITUS	CRAFS	SAUDIGITUS	From CRAFS	From SAUDIGITUS	To be jointly Funded	
<b>CURRENCY USED</b>																
<b>1. SALARY/PERSONNEL COSTS</b>	33,890.00	7,150.00	3,800.00	2,400.00	8,800.00	6,800.00	8,800.00	8,150.00	0.00	0.00	31,150.00	24,590.00	24,520.00	16,360.00	15,240.00	
1.1: Professional course development/ joint teaching/subject meetings	1,500.00	3,000.00	0.00	0.00	1,500.00	1,400.00	1,500.00	1,500.00	0.00	0.00	4,500.00	8,000.00	1,000.00	4,500.00	8,000.00	In kind contribution by providing content
1.2: Supervision Master students	0.00	0.00	2,400.00	2,400.00	1,200.00	1,200.00	1,200.00	1,200.00	0.00	0.00	4,800.00	4,800.00	1,600.00	1,600.00	2,400.00	Supervisor costs, meetings with students
1.3: Supervision PhD candidates	0.00	0.00	1,400.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,400.00	1,400.00	1,600.00	0.00	1,800.00	Supervisor costs, meetings with students
1.4: Exchange visits for staff	6,195.00	2,065.00	0.00	0.00	4,130.00	0.00	0.00	4,130.00	0.00	0.00	10,325.00	6,195.00	10,325.00	2,065.00	4,130.00	Travel and lodging costs, in kind contribution by the host
1.5: Exchange visits for students	6,195.00	2,065.00	0.00	0.00	0.00	4,130.00	8,130.00	0.00	0.00	0.00	10,325.00	6,195.00	6,195.00	6,195.00	4,130.00	Travel and lodging costs, in kind contribution by the host
<b>2. DIGITAL SOLUTION DEVELOPMENT</b>	3,750.00	3,750.00	1,500.00	1,500.00	5,500.00	5,500.00	6,000.00	4,000.00	2,500.00	2,500.00	17,250.00	17,250.00	10,750.00	10,750.00	11,000.00	
2.1: Work planning (software and research)	750.00	750.00	0.00	0.00	750.00	750.00	0.00	0.00	0.00	0.00	1,500.00	1,500.00	1,500.00	1,500.00	0.00	In kind contribution by funding involvement of own experts
2.2: Requirements gathering	1,500.00	1,500.00	0.00	0.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	3,000.00	3,000.00	1,000.00	3,000.00	0.00	In kind contribution by funding involvement of own experts
2.3: Solution development and implementation	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	7,500.00	7,500.00	7,500.00	7,500.00	0.00	In kind contribution by funding involvement of own experts
2.4: Feedback, revision, and maintenance	0.00	0.00	0.00	0.00	750.00	750.00	750.00	750.00	0.00	0.00	1,500.00	1,500.00	1,500.00	1,500.00	0.00	In kind contribution by funding involvement of own experts
2.5: Documentation of best practices	0.00	0.00	0.00	0.00	1,000.00	1,000.00	750.00	750.00	0.00	0.00	1,750.00	1,750.00	1,750.00	1,750.00	0.00	
2.6: Dissemination	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	1,000.00	1,000.00	1,000.00	2,000.00	2,000.00	0.00	2,000.00	2,000.00	
<b>3. PG SCHOLARSHIP</b>	0.00	0.00	16,100.00	0.00	8,400.00	0.00	16,100.00	0.00	8,400.00	0.00	49,000.00	0.00	24,500.00	0.00	34,500.00	
3.1: PG student scholarship	0.00	0.00	16,100.00	0.00	8,400.00	0.00	16,100.00	0.00	8,400.00	0.00	49,000.00	0.00	24,500.00	0.00	34,500.00	
<b>4. OTHER COSTS</b>	1,620.00	8,420.00	14,320.00	10,720.00	13,470.00	9,870.00	13,470.00	9,820.00	13,320.00	9,720.00	35,200.00	46,800.00	29,410.00	27,010.00	44,180.00	
4.1: Insurance (long stay)	0.00	0.00	17,000.00	0.00	17,000.00	0.00	17,000.00	0.00	17,000.00	0.00	48,000.00	0.00	28,000.00	0.00	8,000.00	Provided through UNIMA medical scheme
4.2: Insurance (short stay)	300.00	300.00	0.00	0.00	150.00	150.00	150.00	150.00	0.00	0.00	600.00	600.00	600.00	600.00	0.00	
4.3: Internet	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	3,000.00	3,000.00	1,800.00	1,800.00	1,200.00	
4.4: Tablets	0.00	0.00	1,000.00	1,000.00	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	1,000.00	1,000.00	1,000.00	0.00	
4.5: Office reproduction	0.00	4,800.00	0.00	4,800.00	0.00	4,800.00	0.00	4,800.00	0.00	4,800.00	0.00	24,000.00	0.00	14,800.00	9,800.00	
4.6: Cloud Storage Subscription	0.00	0.00	0.00	3,600.00	0.00	3,600.00	0.00	3,600.00	0.00	3,600.00	0.00	14,400.00	0.00	7,200.00	1,200.00	
4.7: Utilities	720.00	720.00	720.00	720.00	720.00	720.00	720.00	720.00	720.00	720.00	3,600.00	3,600.00	2,160.00	2,160.00	2,880.00	Examiner's fees, in kind contribution by the host
<b>TOTAL</b>	19,260.00	17,200.00	35,720.00	14,820.00	34,700.00	22,200.00	40,400.00	23,100.00	24,220.00	12,220.00	153,800.00	89,440.00	89,180.00	54,120.00	88,940.00	



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