



MEMORANDUM OF UNDERSTANDING

BETWEEN

**UNIVERSITY OF MALAWI,
MALAWI**

AND

**MBARARA UNIVERSITY OF SCIENCE AND TECHNOLOGY,
UGANDA**

Preamble

Following discussion and exchanges of correspondence between the University of Malawi and Mbarara University of Science and Technology, a formal memorandum of understanding is hereby made between the University of Malawi (hereinafter "UNIMA") and the Mbarara University of Science and Technology (hereinafter "MUST"). UNIMA and MUST desire to establish certain cooperative programs beneficial to the respective educational institutions and to promote the development of joint studies, research and training activities, and other educational programs of mutual interest.

This agreement is not considered to be a contract creating legal and financial obligations between UNIMA and MUST. This agreement is designed to facilitate and develop genuine and mutually beneficial study programs, research relationship and exchange programs.

Article I: Purpose of Agreement

This Cooperation aims to foster advancement in teaching, research and community engagement. It is agreed that the UNIMA and MUST will work together to promote the following:

- i. Students exchange
- ii. Faculty and staff exchanges
- iii. Exchange of materials, documents and equipment
- iv. Collaborative research in any field of interest common to both universities
- v. Creation and offering joint-programs
- vi. Collaboration on the organization of conferences
- vii. Any other activity mutually agreed between the parties

Article 2: Separate Agreements

This agreement is incorporated into, and will provide the foundation and framework for particular projects and developed by academic and administrative units from the two institutions and embodied in the implemented agreements. In addition, it is envisaged that each activity that the Parties wish to pursue in accordance with the purpose of this MOU may be governed by terms and conditions to be separately negotiated and mutually agreed upon by the Parties through the signing of one or more subsidiary agreements.

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Article 3: Financing of Activities

The two parties hereto undertake to solicit for funds including donor funds, research grants, contributions, subscriptions and such related funds for the purpose of realizing any or all the objectives of the collaboration. Resources for implementation of this agreement may come from either party, depending upon budgetary availability. Neither party is obligated to expend any resources in connection with this agreement. No implementation of any portion of this agreement or commencement of any specific projects may be initiated prior to the written assurance of adequate budgetary resources.

This agreement shall not be construed to create a relationship of partners, brokers, employees, servants, joint ventures or agents as between the parties. The parties to this agreement are acting as independent participants. With respect to employee compensation for services provided in connection with the agreement, each party shall be responsible for its own employees' withholding taxes, workers' compensation, and other employment-related taxes.

Article 4: Intellectual Property Rights

Intellectual property rights will be in accordance with accepted institutional, national and international standards;

- a) All scientific data, material, publications and other related information generated as a result of the activities is the joint property of all parties to this MOU;
- b) 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 and faculty during the course of this agreement shall be vested in both parties to this MOU;
- c) Before any registration or commercialization of any intellectual property takes place, the parties agree to reach a separate agreement covering issues such as exploitations rights and revenue sharing;
- d) Any publication regarding such intellectual property shall only be possible with the prior written consent of both parties, with the understanding that such consent should not be unreasonably withheld;

This MOU will not permit the use or dissemination by either party hereto of intellectual property belonging to the other party, without the prior written consent of the party owning the said intellectual property. The uses of trademarks and/or denominations representative of either party are strictly prohibited without the owner's permission.

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Article 5: Confidentiality

Each Party agrees that it will use the confidential information provided by the other Party only as necessary to discharge its obligations under this MOU and for no other purpose without the prior written consent of the disclosing Party.

Article 6: Resolution of Disputes

This agreement shall be governed by and construed under the laws of Malawi with respect to UNIMA the laws of Mozambique with respect to MUST. Any dispute that may arise from the implementation or interpretations of this agreement shall be resolved by negotiation between the two parties.

If however, the parties fail to arrive at an amicable resolution, the dispute shall be referred to an arbitrator in an arbitration procedure agreed upon by both parties.

Article 7: Force Majeure

Either party shall promptly notify to the other party, in writing, of any situation or event arising from circumstances beyond their control such as an Act of God, civil commotion, riots, robbery, war, revolution, action by government, or any other force majeure reasons which they could not have reasonably foreseen, and which make the performance of all or parts of the parties' obligations under this MOU 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 of time as dictated by the circumstances thereafter shall be allowed for remobilization to continue the performance of the MOU.

However, if the reasons for suspension have not been eliminated within twelve (12) months of their first occurrence, this agreement shall then terminate and neither party shall be liable for failure to fulfill its obligations herein or any loss or damage including consequential loss or damage due to force majeure. An extension can be reached in case both parties agree.

Article 8: Freedom from Discrimination

Both institutions are committed to the policy that all persons shall have equal access to programs, facilities, admission and employment without regard to personal characteristics not related to academic ability, performance, or qualifications as determined by the respective UNIMA and MUST policies.

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Article 9: Use of Backlinks

Each party agrees to link their institution website with each other. This will increase the visibility of each institution's work especially in regard to this partnership.

Article 9: Duration, Review, Renewal, Amendment and Termination

9.1 Duration: This MOU will be in effect from the date of signature for a period of 5 years

9.2 Renewal and Amendment: This MOU may be renewed by mutual agreement and addendum on an annual basis. The MOU may be amended with the agreement of the UNIMA and MUST.

9.3 Termination: This MOU can be terminated by either party with three (3) months of written notice. Early termination of this Agreement shall not alter the responsibilities of the parties to carry out the terms of the Agreement with respect to students who have already been admitted to/or promised admittance to the host university.

Article 10: Entry into Force

This Memorandum of Understanding shall come into force from the date of execution and appendage of signatures by the parties.

The agreement is written and signed in two copies in English having equal force, each Party receives one copy.

Article 11: Official Addresses

For purposes of this Agreement, the following shall be official addresses of the Parties:

**UNIVERSITY OF MALAWI
CHIRUNGA ROAD
P.O. BOX 280, ZOMBA
ATTENTION: THE VICE CHANCELLOR**

AND

**MBARARA UNIVERSITY
1410
MBARARA
UGANDA
ATTENTION: THE VICE CHANCELLOR**

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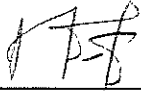
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SMUS CSU

Article 12: Execution

IN WITNESS WHEREOF, the authorized representative(s) of University of Malawi and Mbarara University of Science and Technology are;

University of Malawi



1. Prof. Samson Sajidu
Vice Chancellor

University of Malawi,
Zomba, MALAWI

Date: 19/04/2023

Place :

Tif.: +265888891714

Fax: + 265524046

E Mail: vc@unima.ac.mw

Mbarara University of Science
and Technology



1. Prof. Celestino Obua
Vice Chancellor

Mbarara University of Science and
Technology,

Mbarara, UGANDA

Date: 19/04/2023

Place :

Tif.: +256 4856 60208

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E Mail: vc@must.ac.ug /
celestino.obua@must.ac.ug

In the Presence of
for

University of Malawi



2. Professor Cosmo Ngongondo

Executive Dean,

University of Malawi, MALAWI

Date: 19/04/2023

Place :

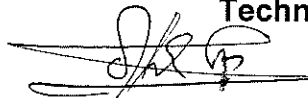
Tif.: +265882223083

Fax: +265524046

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In the presence of
for

Mbarara University of Science and
Technology,



2. Mr. Melchior Byaruhanga
University Secretary

Mbarara University of Science and
Technology, Mbarara, UGANDA

Date: 19/04/23

Place :

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Fax: +256 4854 20782

E Mail: us@must.ac.ug/
mbyaruhanga@must.ac.ug

3. Mr. Alfred Ileta Banda
Deputy Registrar

University of Malawi, MALAWI

Date: 19/04/2023

Place :

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3. Mr. Mugumya Timothy Ndiana
Legal Officer

Mbarara University of Science and
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Date: 19/04/23

Place :

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