

MEMORANDUM OF UNDERSTANDING

BETWEEN



THE CENTRE FOR RESILIENT AGRIFOOD SYSTEMS (CRAFS),
University of Malawi, Chirunga Road, P.O. Box, 280, Zomba, Malawi ("CRAFS-UNIMA")

AND



FARM RADIO TRUST ,
Plot Number 113, Area 14, P.O. Box 30081, Lilongwe 3, Malawi ("FRT")

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PREAMBLE

This Memorandum of Understanding (“MoU”) is made and entered into by the University of Malawi (“UNIMA”) and Farm Radio Trust (“FRT”), individually referred to as “Party”, and collectively as “the Parties”, as required by context, with the objective of promoting their collaboration in education, research and development in rural innovation and agricultural extension, agribusiness and entrepreneurship, and agri-food systems and nutrition.

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 Centre 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 Centres of Excellence Additional Financing (ACE II AF) project.
- B. Farm Radio Trust (FRT) is a leading Non- Governmental Organization (NGO) dedicated exclusively to serving smallholder communities through the provision of ICT based information, communication, extension, and advisory services in Malawi with a growing reputation and involvement in program and policy development processes across sub-Saharan Africa (SSA). The FRT uses radio and other newer ICT technologies in sharing agriculture information, which is accurate, reliable, trusted and of value to farmers.
- C. The Parties wish to collaborate in areas of mutual interest to enhance effectiveness of delivery of their shared mission in education, research and development, rural innovation and agricultural extension aimed at resilient and sustainable agri-food systems.

Therefore, the Parties agree as follows:

1. Purpose

- 1.1 This MoU sets out the terms under which the Parties shall collaborate to strengthen their teaching and learning, community participatory research and development, and rural innovation and agricultural extension activities, including, describing the partnership goals and objectives, outlining roles and responsibilities, setting forth resource contributions, the governance structure, and the period of performance.

2 Scope of collaboration

- 2.1 General scope: Parties may offer to each other opportunities for activities that will foster a collaborative relationship, as described in further detail on Schedule(s) attached to this Agreement, in a variety of joint research, training, and community outreach.

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2.2 Specific activities: Specific activities and programs implemented under the authority of this MOU shall be subject to availability of funds and the approval of each institution's authorized representatives. The institutions contemplate implementation of programs or activities such as:

- Community-based research and engagement: Co-development and co-implementation of community-based research projects: The Parties commit to work collaboratively in community participatory research in rural innovations, agricultural extension aimed at resilient and sustainable agri-food systems.
- Student and Staff exchange: the FRT agrees to host postgraduate students from UNIMA, and both Parties agree to host staff/members from the other Party to enable them to take courses, conduct research and seminars, or have access to laboratory facilities and equipment.
- Technical and professional services: the Parties agree to provide each other access to their professional and technical resources for development and showcasing of a suite of rural agricultural interventions.
- Training: Co-develop and deliver tailor made courses for PG students, staff, and community members to build the required skills for interventions in agri-food systems and their dissemination. The Parties will partner in training rural communities, with a special target of women and youth. FRT will contribute to the community level-field and practical aspect including extension, as a partner at small scale industry level. Whenever possible, short courses or part of courses will be team taught by staff/members from the Parties.

2.3 Separate Agreements: Prior to initiating any specific activity or program, the parties will negotiate and enter into a separate agreement, signed by each party's authorized signatory, describing the terms of the arrangement, including the budgets. Each party will designate a Liaison Officer to develop and coordinate specific activities or programs.

3. Coordination

3.1 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 contact and plan together the activities under the MoU. The initial coordinators are **Professor Cosmo Ngongondo**, Executive Dean of the School of Natural and Applied Sciences for UNIMA and **Mr George Vilili**, Chief Executive Officer (CEO) of FRT. Notification of change or successor shall be in writing to the other Party.

3.2 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.

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3.3 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.

3.4 Parties agree that this MoU does not entail any obligation for the Parties to fund any activities of the other Party.

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

4 Privileges and Immunities

4.1 This MoU and any related agreements and project document 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.

4.2 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 regards to all matters related to education, and research and development in added-value food products.

4.3 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.

4.4 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 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 MoU and all other provisions should continue in full force and effect as valid and enforceable.

4.5 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.

4.6 The Parties may agree to add more participants to the MoU, if other Parties with a shared academic and research and development mission express interest to collaborate with both Parties, under the similar scope as this MoU.

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4.7 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 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 termination of the Agreement by its natural termination or the early termination by either party.

4.8 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.

4.9 Any publications resulting from the Community-based research projects will acknowledge the contribution of participants, who will be consulted with prior to submission of materials and, as appropriate, will be invited to collaborate as co-authors. In addition, following the rules of confidentiality of data, participants will jointly agree on who has access to the research data and where the data will be physically located.

4.10 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.

4.11 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.

5. Intellectual Property Rights

5.1 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 jointly during this MOU shall be vested in both institutions to this Memorandum.

5.2 Both parties shall have the joint right to determine the commercial exploitation and disposition of such intellectual property, and both parties shall make joint applications for the registration of the same. Before any registration or commercialisation of any intellectual property takes place, the institutes agree to reach a separate agreement covering issues such as exploitation rights and revenue sharing.

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5.3 Any publication regarding such intellectual property shall only be possible with the prior written consent of both parties, such consent not to be unreasonably withheld.

6. Commencement, Review, Renewal and Termination

- 6.1 The proposed cooperation under this MoU is non-exclusive and will be effective from the date of the last signature here to and will remain in force for a period of three (3) years, with a possibility for renewal at the end of the five-year-period, subject to the Parties' written agreement.
- 6.2 If the MoU remains dormant for five consecutive years, it will be deemed to have lapsed. 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 MoU shall be extended in writing for such period as may be agreed upon.
- 6.3 The MoU 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.
- 6.4 Either Party may withdraw from this MoU provided written notification of the withdrawal is given to the other institution at least three (3) months prior to the desired withdrawal date.
- 6.5 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 case, the Parties shall take the necessary steps to ensure that the activities carried out under the MoU, the agreements, and project documents are brought to a prompt and orderly conclusion.

7. Disputes

- 7.1 The partners will make every reasonable effort to resolve all issues fairly by negotiation. If the dispute cannot be resolved within a four-week period, the matter shall be referred to the Vice-Chancellor (UNIMA) and CEO (FRT) 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.
- 7.2 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.

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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, 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 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.

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 where of the Parties, through their dully Authorised Representatives, hereto execute this MoU, by in two original copies (in English), all copies being equally authentic as follows:

SIGNED for and on behalf of THE University of Malawi:




PROFESSOR SAMSON MKALI IDRUSS SAJIDU
VICE CHANCELLOR, UNIVERSITY OF MALAWI

DATE: 5/03/2024

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

In the Presence of:



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

DATE: 26/2/24

SIGNED for and on behalf of the Farm Radio Trust (FRT):



MR GEORGE VILILI
CEO, FARM RADIO TRUST

DATE: 26/2/24

Farm Radio Trust
26 FEB 2024
P.O. Box 30081
Lilongwe

In the Presence of:



Ms FLORA KHOMANI
DIRECTOR OF PROGRAMS AND POLICY


DATE: 26/2/24

SCHOOL OF NATURAL & AS
P.O. BOX 280, ZOMBA
26 FEB 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	FRT				
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 for community-based field research	Lead supervisor: students will be enrolled at UNIMA	Co-supervisor: FRT will provide supervisory support and host secondments for community-based field work and practical training.	x	x	x
Activity 1.2	Development of curriculum/ training materials, course content,	Co-Lead	Co-Lead	x	x	x
Activity 1.3	Jointly deliver training course of research skills in relevant fields of study	Co-Lead: UNIMA will lead in delivery of technical knowledge	Co-Lead: FRT will lead in delivery of practical community-based training, community engagement and mass communication		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
Activity 2.2	Co-implement research programmes.	Lead: students and staff at UNIMA will lead in study designs.	Co-Lead: FRT will lead in community organization for community-based field work.		x	x
Activity 2.3	Joint participation in dissemination of research results	Lead: students and staff at UNIMA will lead in collation of information and workshop organization	Co-Lead: FRT will lead in community organization and dissemination		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: FRT will participate in preparation and delivery of courses.		x	x
Activity 3.2	Training of community members in professional and technical skills in agricultural practices, food storage, preservation, preparation etc.	Co-Lead: UNIMA will lead in delivery of technical knowledge	Co-Lead: FRT will lead in delivery of practical community-based training		x	x
Activity 3.3	Staff exchange visits (UNIMA to ZFC; ZFC to UNIMA)	Co-Lead: Host ZFC members for technical training	Co-Lead: Host staff from UNIMA and partners for community-based field activities.	x	x	x

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Activity 3.4	Support access to facilities (e.g., teaching and learning facilities, studio, experimental fields)	Co-Lead: Host FRT members will have access to UNIMA facilities	Co-Lead: FRT leads in community organization to access fields for experiments activities.	x	x	x
Special Component (SC): Administration/Liaison and meetings						
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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Annex 2: Joint Activity Plan and Budget under this Partnership Agreement
Between the Two Parties - (CRAFS-UNIMA and FRT)



	Total (USD)			Total (USD)		Total (USD)		Available Funds (USD)		Notes	
	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3	CRAFS	FRT	(Years 1-3)		
									CRAFS		FRT
1. Enhanced institutional capacity to deliver quality post-graduate education in key themes within the agriculture sector.	4,000	4,800	5,760	4,000	4,800	5,760	6,560	2,187	2,187	Supervisor costs, meetings with students	
	2,300	2,760	3,312	2,300	2,760	3,312	4,186	4,186	4,186	In kind contribution by providing content specialist	
Jointly deliver training course of research skills in relevant fields of study	-	6,720	8,064	-	6,720	8,064	7,784	4,500	4,500	In kind contribution by providing content specialist	
Joint research / development proposal writing / joint implementation	15,000	18,000	21,600	15,000	18,000	21,600	26,300	2,300	2,300	staff time, venue costs, in kind contribution by staff for content. Field work costs and staff time	
2. Increased participation in applied research in key areas in the agriculture sector	-	-	-	-	-	-	-	-	-	Partner participate in conference, time and technical inputs. Partner participate in exhibition, Writing workshop costs, community engagement, Radio programming	
	5,500	11,000	13,200	5,500	11,000	13,200	18,700	11,000	11,000	Provided in kind by each organisation	
Co-development and delivery of short courses	-	13,200	15,840	-	13,200	15,840	11,000	18,040	18,040	staff time, venue costs, in kind contribution by the host	
Training of community members in professional and technical skills in agricultural practices, food storage, preservation, preparation etc.	11,000	13,200	15,840	11,000	13,200	15,840	19,000	21,040	21,040	Travel and lodging costs, in kind contribution by the host	
Staff and student exchange visits (UNIMA to FRT; FRT to UNIMA)	4,000	4,800	5,760	4,000	4,800	5,760	8,500	6,060	6,060	staff time, venue costs, in kind contribution by the host	
Support access to facilities (e.g., teaching and learning facilities, studio, experimental fields)	400	480	576	400	480	576	544	912	912	Partner participate in conference, time and technical inputs	
Biannual reporting virtual meetings	2,400	2,880	3,456	2,400	2,880	3,456	3,736	5,000	5,000	Partner participate in exhibition when possible	
Annual evaluation meeting	-	-	-	-	-	-	-	-	-	stationery, meetings, in kind contribution by the host	
Final evaluation meeting	-	-	-	-	-	-	-	-	-	host	
Total Funds				230,248	113,510	82,425					

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

Signed for and on behalf of CRAFS-UNIMA by:

Signature
Date: 5/03/2024

PROF. SAMSON MKALI IDRUS SAIJIDU
VICE CHANCELLOR, UNIVERSITY OF MALAWI

In the presence of:

Signature

PROF. COSMO NGONGONDO
EXECUTIVE DEAN OF SINAS & CENTER LEADER, CRAFS

In the presence of:

Signature
Date: 26/2/24

Ms Flora Khomani, FRT, DoPP

Farm Radio Trust
26 FEB 2024
P.O. Box 30081
Lilongwe

Signed for and on behalf of FRT by:

Signature
Date: 26/2/24

MR GEORGE VILILI
CEO, FRT

UNIVERSITY OF MALAWI
7 FEB 2024
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