



MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITY OF ZAMBIA

AND

UNIVERSITY OF MALAWI

## 1. PREAMBLE

- 1.1 Whereas this memorandum of Understanding (here-in-after referred to as (MoU) is hereby established between University of Zambia (hereinafter referred to as UNZA), Zambia , and University of Malawi (hereinafter referred to as UNIMA), Malawi.
- 1.2 This MoU is the statement of intent which sets forth the general basis upon which the Parties wish to proceed; no contract will arise as to the subject matter hereof unless and until an agreement regarding each objective is negotiated, approved, executed and delivered by the "Parties".
- 1.3 Parties agree to enter into a formal collaborative agreement based on a foundation of trust for the mutual benefit and development of the two institutions and the promotion of international understanding and goodwill.
- 1.4 Parties are autonomous, self-governing entities with the power to enter into binding agreements considered to be in their best interests and to advance their ability to achieve the requirements of their mission and mandate.

## 2. PURPOSE

- 2.1 The general purpose of this MoU is to establish a framework through which the Parties to this MoU can foster and develop collaboration between themselves through such activities as researching, teaching and learning, advisory services, and any other academic activities of mutual benefit to all parties. The collaboration is envisaged to facilitate cooperation by defining the areas for collaboration in which the parties desire to work together. It sets forth the basis upon which the parties wish to proceed as well as promote mutual understanding in the implementation of the collaboration. No contract will arise as to the subject matter hereof unless and until an agreement regarding each objective is negotiated and agreed by the parties

## 3. SCOPE

- 3.1 UNZA and UNIMA hereby support the development of programs and activities that advance scholarship through our cooperative relationship in the fields of Law, Economics and Business , Applied Health, Agriculture, Water Resources, Natural Resource Governance, ICT, Administration and Management of Human Resources, and other fields that parties may agree. These may include:
  - 3.1.1 Joint research projects, conferences, workshops, short courses, symposia, seminars and training programs of mutual interest;
  - 3.1.2 Pursuit of avenues for exchange of researchers and scholars which may include faculty, students, and postdoctoral scholars;
    - 3.1.2.1 Pursuit of avenues for students exchange and internships;
    - 3.1.2.2 Pursuit of joint supervision and examination;

- 3.1.2.3 Exchange and development of joint academic publications, research materials, and innovation;
- 3.1.2.4 Developing and sharing of research themes periodically based on the emerging social, economic and educational needs;
- 3.1.2.5 Sharing experiences and expertise in the development of frameworks and policies;
- 3.1.2.6 Joint development of curricula in areas of mutual interest and sharing of programs;
- 3.1.2.7 Joint marketing of programs and initiatives across the two countries;
- 3.1.2.8 Developing and planning capacity development programs based on the needs of each through staff development exchange program for both academic and non-academic;
- 3.1.2.9 Interlibrary exchange services
- 3.1.2.10 Other forms of academic cooperation to which the parties agree.

3.2 This MOU intends to encourage and facilitate international collaboration on topics of mutual academic interest. UNZA and UNIMA therefore encourage interested members of our academic and research communities to engage as active participants. Neither institution bears responsibility for the financial support.

#### 4.0 RESPONSIBILITIES OF THE PARTIES

- 4.1 It is hereby agreed that within the means available, UNZA and UNIMA shall:
  - 4.1.1 Where applicable, make academic staff from University of Zambia and University of Malawi available for joint activities;
  - 4.1.2 From time to time consult the UNZA and UNIMA on capacity building modalities, and take part in supporting the development of programs and activities that advance scholarship through our cooperative relationship as stipulated in section 3.0 of this MoU;
  - 4.1.3 Participate in joint publication and research activities;
  - 4.1.4 Identify mutual consultancy and project proposal writing opportunities and identify staff to be involved

## 5.0 MEMORANDUM IS NON-BINDING

- 5.1 There are no legally binding obligations for either institution under the terms of this MOU. Agreements between UNZA and UNIMA regarding specific activities that are intended to be binding may be negotiated and executed subsequent to and separate from this MOU. These agreements may take the form of research contract(s)(RC), business contracts (BC), or implementation agreements (IA), which, if mutually agreed to, would be negotiated and prepared separately, and would not be binding unless and until signed by authorized representatives of both parties.
- 5.2 The parties recognize that the implementation of any agreed upon activity will depend upon the interests and expertise of the individuals involved and the availability of financial resources, space and other resources. Accordingly, the implementation of any exchange, affiliation, collaboration and/or other cooperative program based on this MOU shall be separately negotiated and documented in a writing signed by the parties.
- 5.3 Nothing in this MOU is intended to create a legal partnership or joint venture, nor intended to create any new academic programs. The parties recognize that UNZA and UNIMA could only establish such programs in accordance with the Parties policies and procedures.
- 5.4 Neither institution bears responsibility for the financial support of visiting participants nor programs named in this agreement or its addenda. To sustain special programs and activities, both institutions may seek funds from extramural sources, if available.

## 6.0 PUBLICITY AND USE OF TRADEMARKS

- 6.1 Nothing in this MOU authorizes a party to use the name of the other party or its employees in any advertisement, press release, or publicity with reference to this MOU or any product or service resulting from activities contemplated by this MOU. The parties acknowledge that by entering into this MOU, neither UNZA nor UNIMA is stating nor implying that it has tested, endorsed or approved any product, service or company.
- 6.2 Nothing in this MOU is intended to restrict either party from disclosing the existence of any nature of this MOU or from including the existence of and nature of this MOU in the routine reporting of its activities.

## 7.0 INTELLECTUAL PROPERTY RIGHTS

- 7.1 All existing intellectual property rights owned by or licensed to either Party prior to the date of this MoU shall remain the property of such Party.

7.2 The intellectual property rights owned by the MoU shall continue to be owned by MoU after the termination of the collaboration.

#### 8.0 LINKAGES WITH OTHER INSTITUTIONS

8.1 This agreement will accept linkages with other interested institutions of more or less similar mission upon mutual consent of the collaborating Parties.

#### 9.0 DISPUTES RESOLUTION

9.1 If any dispute arises pertaining to the implementation or interpretation of this agreement, there shall be mutual consultations between the collaborating parties with a view to securing a solution for successful implementation of the program activities.

#### 10.0 CONFIDENTIALITY

10.1 Each Party shall keep confidential and not disclose to any person or institution or organization any confidential information acquired by each Party in connection with this MoU unless such information is already in the public domain, or required to be disclosed by law or any legal regulatory authority, or the other party has previously received the prior written consent of the Parties involved.

10.2 The Parties agree that, any materials developed or publications related to this project shall be published with the consent of Parties involved.

#### 11.0 TERM AND TERMINATION

11.1 This MOU is expected to remain in effect for five years from date of signature with the possibility of renewal; however, if either institution desires, the understanding memorialized herein may be revoked at any time after the first six months by either party giving six months' prior written notice to the other party or amended or extended by mutual consent in writing signed by authorized representatives of the parties. Termination or expiration of this MOU will not automatically terminate any separate agreement between the parties related to the subject matter of this MOU.

11.2 This MoU may be terminated, without cause, by either party upon three months written notice, which notice shall be delivered by hand or certified mail to the address provided in this MoU

**12.0 SEVERABILITY**

Should any portion of this MoU be judicially determined to be illegal or unenforceable the remainder of the MoU shall continue in full force and effect may negotiate the terms affected by severance

**13.0 COMMENCEMENT, AMENDMENTS AND REVIEW**

13.1 This agreement shall come into force on the date the last signature is placed on this document

13.2 Amendment of any part of the agreement is subject to the approval of parties involved.

13.3 Any changes, modifications, provisions or amendments to this MoU shall be incorporated by written involvement, and effective when executed and signed

13.4 The agreement shall jointly be reviewed to ensure its relevance whenever either party feels a need to do so.

13.5 Either party may withdraw from the collaboration by informing the other party in writing

**14.0 ENTIRETY OF AGREEMENT**

14.1 This MoU consisting eight pages, represents the entire and integrated supersede all prior negotiations, representations and agreements, whether written or oral.

**15.0 THE APPLICABLE LAW**

15.1 The construction, interpretation and enforcement of this MoU shall be governed by the laws of the partner institution countries.

## 16.0 ACADEMIC SPONSORS

16.1 The following academic units initiated this MOU:

### For UNZA

Prof. Anne Sikwibele  
University of Zambia,  
P.O Box 32379  
Lusaka, Zambia  
Phone: +26 021 129 1777/8  
E-mail: [vc@unza.zm](mailto:vc@unza.zm)

### For UNIMA

Prof. Samson Sajidu  
University of Malawi  
P. O. Box 280  
Zomba, Malawi  
Phone: +265 (01) 522222  
E-mail: [vc@unima.ac.mw](mailto:vc@unima.ac.mw)

## 17.0 ADMINISTRATIVE CONTACTS

17.1 The following administrative contacts are responsible for coordination of administration of this MOU:

### For UNZA

Dr Kawawa Banda  
IWRM Centre  
School of Mines  
P.O Box 32379  
Lusaka, Zambia  
Phone: +260977533041  
E-mail: [Kawawa.Banda@unza.zm](mailto:Kawawa.Banda@unza.zm)

### For UNIMA

The Deputy Registrar  
University of Malawi  
P. O. Box 280  
Zomba, Malawi  
Phone: +265999988988  
E-mail: [deputyregistrar@unima.ac.mw](mailto:deputyregistrar@unima.ac.mw)

## 18.0 GENERAL TERMS

18.1 Each party is liable for its own acts and omissions under this MOU, which, for the prevention of doubt, does not include any liability based on the acts or omissions of a third party.

18.2 Confidential information shall be exchanged only under the terms of a separate agreement, whether a non-disclosure agreement, sponsored research agreement, material transfer agreement, or data use agreement. No confidential information shall be disclosed pursuant to this MOU.

- 18.3 Neither party shall disclose information subject to export control regulations to the other party.
- 18.4 This MOU may be executed in counterparts, which taken together will constitute one document.
- 18.5 The parties agree that this non-binding MOU may be electronically signed. Each participating institution will receive a fully executed copy of the document. This MOU shall be effective when fully-executed by qualified representatives of each party, as of the date of the last signature (the "Effective Date").

19.0 SIGNATURES OF THE INSTITUTIONS (legal representatives)

University of Zambia, Zambia

University of MALAWI, Malawi

Date: 20/11/2023

Date: 13/12/2023

Signature: ASubela

Signature: [Handwritten Signature]

Prof. Anne Sikwibele  
 Acting Vice-Chancellor  
 THE UNIVERSITY OF ZAMBIA  
 OFFICE OF THE VICE-CHANCELLOR  
 P.O. BOX 32379,  
 LUSAKA

Prof. Samson Sajidu  
 Vice-Chancellor  
 UNIVERSITY OF MALAWI  
 13 DEC 2023  
 VICE CHANCELLOR'S OFFICE  
 P.O. BOX 280, ZOMBA

University of Zambia

University of Malawi

In witness of

University of Zambia, Zambia

University of MALAWI, Malawi

Date: 21/11/2023

Date: 7/12/2023

Signature: [Handwritten Signature]

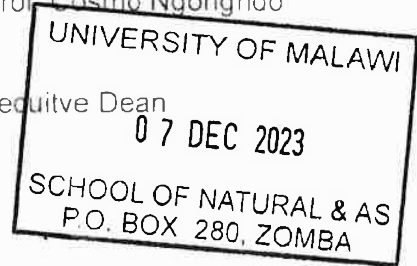
Signature: [Handwritten Signature]

Name: Dr Bunda Besa

Name: Prof. Cosmo Ngongondo

Title: Dean -MInes

Title: Executive Dean







## Annex 1: Joint Activity Plan under this Partnership Agreement between the Two Parties (CRAFS-UNIMA and UNZA-IWRM CENTRE)

Outcomes/Outputs/Activities	Responsible partner (s)		Year 1	Year 2	Year 3	Year 4	Year 5	
	CRAFS-UNIMA	UNZA-IWRM CENTRE						
<b>Output 1</b>	Enhanced institutional capacity to deliver quality post-graduate education in key themes within the agriculture sector.							
<b>Activity 1.1</b>	Joint supervision of MSc and PhD students in areas related to agriculture	Co-Lead: UNIMA will provide supervisory support for PG students	Co-Lead: UNZA will provide supervisory support for PG students	x	x	x	x	x
<b>Activity 1.2</b>	Development of curriculum/ training materials, course content,	Co-Lead	Co-Lead	x	x	x		
<b>Activity 1.3</b>	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 UNZA at UNIMA	Co-Lead: UNZA will co-develop and co-deliver course online/in person with UNIMA at UNZA		x	x	x	x
<b>Output 2</b>	Increased participation in applied research in key areas in the agriculture sector							
<b>Activity 2.1</b>	Co-development of research projects, research packages and plans.	Co-Lead	Co-Lead	x	x	x	x	x
<b>Activity 2.2</b>	Co-implement research programmes.	Lead: UNIMA will lead in research being implemented at the University of Malawi.	Co-Lead: UNZA will lead in research being implemented at UNZA.		x	x	x	x
<b>Activity 2.3</b>	Joint participation in dissemination of research results	Co-Lead: UNIMA will lead in workshop organization at UNIMA and for UNIMA staff.	Co-Lead: UNZA will lead in workshop organization held at UNZA or for UNZA staff			x	x	x
<b>Output 3</b>	Improved competency and skills of researchers, technical and administrative staff							

<b>Activity 3.1</b>	Co-development and delivery of short courses	Co-Lead: UNIMA will participate in preparation and delivery of courses.	Co-Lead: UNZA will participate in preparation and delivery of courses.		x	x	x	x
<b>Activity 3.2</b>	Staff exchange visits (UNIMA to UNZA; UNZA to UNIMA)	Co-Lead: Host UNZA staff and students	Co-Lead: Host UNIMA staff and students	x	x	x	x	x
<b>Activity 3.3</b>	Support access to research facilities (e.g., lab equipment and facilities, High performance computing machines)	Co-Lead: Host UNZA staff and students to have access to UNIMA facilities	Co-Lead: Host UNIMA staff and students to have access to UNZA facilities	x	x	x	x	x
<b>Special Component (SC): Administration/Liaison and meetings</b>								
<b>SC1</b>	Biannual reporting virtual meetings	Co-Lead: Both will attend and organize progress meetings		x	x	x	x	x
<b>SC2</b>	Annual evaluation meeting			x	x	x	x	x
<b>SC3</b>	Final evaluation meeting							x



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



Output	Activities	Total (USD)	Total (USD)	Total (USD)	Total (USD)	Total Yrs 1-5	Budget				Notes
		Year 1	Year 2	Year 3	Years 4-5		Available Funds (USD) (Years 1-3)		To be fund-raised (USD) (Years 4-5)		
		Budget Source	CRAFS	UNZA	To be funded by UNZA 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 water and agriculture	3,000	3,600	4,320	5,184	16,104	ACEII AF	6,560	8,000	5,184	Supervisor costs, meetings with students
	Develop curriculum/ training materials, course content, for postgraduate programmes, short courses and professional training courses	3,300	3,960	4,752	-	12,012		6,006	6,006	-	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	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	13,500	16,200	19,440	23,328	72,468	ACEII AF	26,300	28,300	23,328	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	-	-	10,400	12,480	22,880		7,200	7,200	12,480	Partner participate in conference, time and technical inputs. Partner participate in exhibition when possible, Writing workshop costs, APC
3. Improved competency and skills of researchers, technical and administrative staff	Co-development and delivery of short courses	6,500	13,000	15,600	18,720	53,820	ACEII AF	18,700	13,000	18,720	Provided in kind by each organisation
	Staff exchange visits (UNIMA to UNZA; UNZA to UNIMA)	9,000	10,800	12,960	15,552	48,312		19,000	21,040	15,552	Travel and lodging costs, in kind contribution by the host
	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	staff time, venue costs, in kind contribution by the host
4. Administration/Liaison and meetings	Biannual reporting virtual meetings	700	840	1,008	1,210	3,758	ACEII AF	544	912	1,210	Partner participate in conference, time and technical inputs
	Annual evaluation meeting	5,400	6,480	7,776	9,331	28,987		3,736	5,000	9,331	Partner participate in exhibition when possible
	Final evaluation meeting	-	-	-	5,500	5,500		-	-	5,500	stationery, meetings, in kind contribution by the host
<b>Total Funds</b>						<b>309,774</b>	<b>-</b>	<b>104,330</b>	<b>102,518</b>	<b>107,894</b>	

SIGNED by the authorized representatives of CRAFS-UNIMA and UNZA-IWRM Centre

Signed for and on behalf of CRAFS-UNIMA by:

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

Date: 7/12/23

Signed for and on behalf of UNZA-IWRM Centre by:

  
 DR KAWAWA BANDA  
 IWRM CENTRE - UNZA

Date: 20.11.2023