

# MEMORANDUM OF UNDERSTANDING

between



University of Malawi, Chirunga Road, P.O. Box, 280, Zomba, Malawi ("UNIMA")

and



**Tchilah Enterprise**

Blantyre, Malawi

Email: [tchilahenterprise@gmail.com](mailto:tchilahenterprise@gmail.com)

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21 AUG 2023  
UNIVERSITY OF MALAWI  
P.O. BOX 280, ZOMBA

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is made and entered into by University of Malawi ("UNIMA") and Tehilah Enterprise, 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, innovation, and extension in food product development, aimed at increasing the number of value-added products.

### 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. Tehilah Enterprise is a local value addition enterprise that specializes in food processing and production of nutritious healthy foods from locally grown crops among small scale farmers. Tehilah Enterprise has a history of working with public institutions in Malawi in value addition, including the University of Malawi. Tehilah Enterprise partnered with International Potato Centre (CIP) to perfect recipes for Orange-Fleshed Sweet potatoes (OFSP) based products as well as carry out variety testing for suitability for different products. The Enterprise has also worked with Farm Concern International and Cassava Value Addition in Africa (CAVA) Malawi project, under the University of Malawi in developing and perfecting cassava-based products.
- 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, innovation, and extension in food product development, aimed at increasing the number of value-added products.

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, research and development, and community outreach activities.

   
**DEAN OF SCIENCE**

**21 AUG 2023**

**UNIVERSITY OF MALAWI  
P.O. BOX 280, ZOMBA**

including, describing the partnership goals and objectives, 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 Party.

2.2 Parties may offer to each other opportunities for activities that will foster a collaborative relationship. The Parties contemplate cooperation in a variety of joint research and education, teaching and learning, and community outreach activities such as:

### A. Research and development

1. Co-development and co-implementation of joint research projects: The Parties commit to work collaboratively in food research aimed at increasing the number of value-added products.
2. Student and Staff exchange: the Tehilah Enterprise agrees to host postgraduate students from UNIMA and both Parties agree to host staff from the other Party to enable them to take courses, conduct research and seminars, or have access to laboratory facilities and equipment.
3. Access to technical and professional services: the Parties agree to provide each other access to their professional and technical resources for development and analysis of value-added food products.

### B. Teaching and learning

4. Joint teaching arrangements: Whenever possible, short courses or part of courses will be team taught by staff members from the Parties. Courses may be taught at UNIMA and/or at Tehilah Enterprise. Courses may range from short-term academic certificate programs to degree programs.
5. In addition, the Parties will partner in training rural communities, with a special target of women and youth. Tehilah will also be accommodating communities

2



DEAN OF SCIENCE

21 AUG 2023

UNIVERSITY OF MALAWI  
P.O. BOX 280, ZOMBA

working with CRAFS for field visits for learning purposes and/or practical training at their factory.

### 3. RESPONSIBILITIES OF THE PARTIES

- 3.1 The Parties shall work together in a coordinated effort to bring about the fulfillment of the purpose of this MoU.
- 3.2 The Parties undertake to seek funding including donor funds and research grants independently or jointly, for the purpose of realizing any or all the objectives of the collaboration.
- 3.3 The Parties shall abide by current international guidelines on good research practice and ethics available in relation to all research activities.
- 3.4 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.
- 3.5 Parties agree to make available suitable facilities and personnel as and when required and on such terms of rules above.
- 3.6 Parties shall seek waiver of fee applicable on any equipment and materials for use by students and staff participating in this collaboration.
- 3.7 Generally, the title and custody of any equipment acquired during the collaboration shall remain with the host Party upon the expiry of that project as specified in individual 'agreements of collaboration' for the project.
- 3.8 Participating staff and students involved in any activities under this MoU shall adhere to the laws of Malawi and rules and regulations of the host institutions.

### 4. IMPLEMENTATION OF THE MoU

3



DEAN OF SCIENCE

21 AUG 2023

UNIVERSITY OF MALAWI  
P.O. BOX 280, ZOMBA

- 4.1 Agreements and activities, under this MoU, shall be subject to availability of funds and the approval of each Party's authorized representatives and all applicable laws and regulations of the country.
- 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, 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 contact and plan together the activities under the MoU. The initial coordinators are **Professor Cosmo Ngongondo**, Acting Executive Dean of the School of Natural and Applied Sciences for UNIMA and **Ms Jean Pankuku**, Managing Director of Tehilah Enterprise. Notification of 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, 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.
- 4.8 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

4



DEAN OF SCIENCE

21 AUG 2023

UNIVERSITY OF MALAWI  
P.O. BOX 280, ZOMBA

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 must be further negotiated and mutually agreed and will depend on the availability of funds.

5.3 Any planned program will be affected 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 activities of 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.

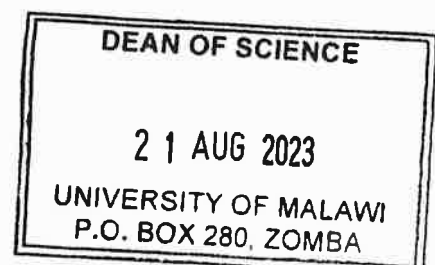
## 6. PRIVILEGES AND IMMUNITIES

6.1 This MoU and any related agreements and project 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.

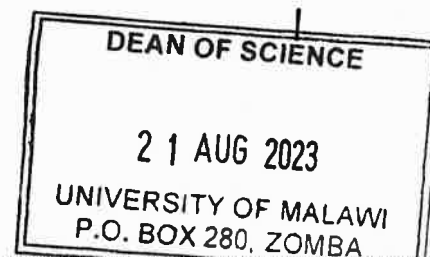
6.2 This MoU should not establish or create any type of formal agreement or obligation. Instead, it is an agreement between the Parties to work together in such a manner as to promote a mutually beneficial alliance between the Parties, in the support of an effective partnership to establish and maintain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

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.

5



- 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 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.
- 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 a shared academic and research and development mission express interest to collaborate with both Parties, under the similar scope as this MoU.
- 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 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.
- 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 because 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 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 acknowledgement.

#### 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 a 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 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 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.

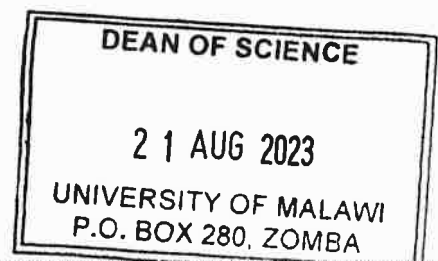
7.4 The MoU may be amended or revised if both parties agree. Such amendments or revision shall be effective from the date of signature. Amendments may be decided at any time and shall be made in writing upon mutual consent of the parties.

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 prior to 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 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.

#### 8. FORCE MAJEURE

7





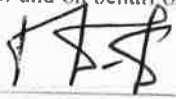
8.1 Either Party shall promptly notify the other Party, in writing, of any situation or event arising from circumstances beyond their control, which they could not have reasonably foreseen, and which make the performance of all or part of the Party's obligations under this contract impossible. Upon notification of the occurrence of such a situation or event, the performance of this contract shall be deemed to be postponed for a period 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.

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 (in English), all copies being equally authentic as follows:

SIGNED for and on behalf of the University of Malawi:

  
\_\_\_\_\_  
THE VICE CHANCELLOR  
UNIVERSITY OF MALAWI

21/8/23

In the Presence of:

  
Professor Cosmo Ngongondo

21/8/23

SIGNED for and on behalf of Tahilah Enterprise:

  
\_\_\_\_\_  
THE MANAGING DIRECTOR  
TEHILAH ENTERPRISE

17/08/2023

In the Presence of: Mr. Christopher Mshali

8


DEAN OF SCIENCE

21 AUG 2023

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**ACTIVITY PLAN (2023 – 2025)**

Outcomes/Outputs/Activities	Responsible partner (s)		2023	2024	2025	
	CRAFS-UNIMA	TEHILAH				
<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 for community-based field research	Lead supervisor: students will be enrolled at UNIMA	Co-supervisor: Tehilah will provide supervisory support and host secondments for practical training.	x	x	x
<b>Activity 1.2:</b>	Jointly deliver training course of research skills in relevant fields of study	Co-Lead: UNIMA will lead in delivery of technical knowledge	Co-Lead: Tehilah will lead in delivery of practical training		x	x
<b>Output 2</b>	Increased participation in applied research in key areas in the agriculture sector.					
<b>Activity 2.1</b>	Workshop to identify research gaps, develop detailed research packages and plan.	Co-Lead	Co-Lead	x		
<b>Activity 2.2</b>	Co-implement research programmes.	Lead: students and staff at UNIMA will lead in study designs.	Co-Lead: Tehilah will lead in factory-based work, product development and testing		x	x
<b>Activity 2.3</b>	Joint participation in dissemination of research results	Lead: students and staff at UNIMA will lead in collation of information and workshop organization	Co-Lead: Tehilah will support data collection and dissemination		x	x
<b>Output 3</b>	Improved competency and skills of researchers, technical and administrative staff					
<b>Activity 3.1</b>	Training of technical staff in professional and technical skills	Lead: UNIMA will lead in delivery of technical knowledge	Co-Lead: Tehilah will lead in technical skills and entrepreneurship		x	x





**DEAN OF SCIENCE**

**21 AUG 2023**

**UNIVERSITY OF MALAWI**  
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Activity 3.2	Training of community members in technical skills in food processing	Co-Lead: UNIMA will lead in delivery of technical knowledge	Co-Lead: Tehilah will lead in delivery of practical training and community mobilization		x	x
Activity 3.3	Staff exchange visits (UNIMA to Tehilah; Tehilah to UNIMA)	Co-Lead: Host Tehilah staff for technical training	Co-Lead: Host staff from UMIMA and partners for factory-based activities.	x	x	x
Activity 3.4	Support access to research facilities (e.g., lab equipment and facilities, experimental fields)	Co-Lead: Hosting Tehilah staff to have access to UNIMA facilities	Co-Lead: Tehilah leads in hosting staff/students at their factory.	x	x	x
<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	
SC3	Final evaluation meeting					x

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THREE YEAR (2023-2025) WORKPLAN AND BUDGET

Budget/Financial Plan	Activities	2023		2024		2025		TOTAL (USD)		GRAND TOTAL (USD)
		CRAFS	TEHILAH	CRAFS	TEHILAH	CRAFS	TEHILAH	CRAFS	TEHILAH	
CURRENCY: USD										
<b>1.SALARY/PERSONNEL COSTS</b>		5,388	577	1,343	1,411	8,216	3,331	21,429	3,331	24,761
1.1. Faculty compensation:		4,528	362	358	375	4,873	1,095	14,043	1,095	15,138
1.1.1: Teaching/project meetings	SC; 1.2; 3.1; 3.2; 3.3									
1.1.2: Supervision Master students	3.3	215	43	23	24	119	89	447	89	536
1.1.3: Supervision PhD candidates	1.1	86	43	45	47	95	136	271	136	407
1.1.4: Research time/field work/writing	1.1	86	43	45	47	95	136	271	136	407
1.1.5: Exchange visits (internships and secondments) for students and staff	2.2	1,291	43	1,355	47	1,423	136	4,069	136	4,205
1.2. Administration:	3.4; 3.5	2,850	190	2,993	209	3,142	599	8,985	599	9,584
1.2.1 Administration/workshop/meeting venues	SC	860	215	903	237	949	678	2,713	678	3,391
1.3. Scholarships/fellowships:		860	215	903	237	949	678	2,713	678	3,391
1.3.1: Short course support	1.2; 3.1; 3.2; 3.3			2,280	798	2,394	1,558	4,674	1,558	6,232
<b>2. TRAVEL AND RESEARCH COSTS</b>		3,473	3,040	7,410	12,065	15,548	22,515	37,747	22,515	60,262
2.1: Teaching/project meetings	SC; 1.2; 3.1; 3.2; 3.3									
2.2: Research work including supplies	3.3	2,280	1,140					2,280	1,140	3,420
2.3: Staff and student mobility including internship	2.2	3,483	1,045	10,450	5,225	8,708	9,405	22,642	9,405	32,047
2.4: Workshops and equipment	3.4; 3.5	855	428	2,138	3,420	3,420	5,985	6,413	5,985	12,398
<b>3. OTHER COSTS</b>		855	428	2,138	3,420	3,420	5,985	6,413	5,985	12,398
3.1: Publications	2.1; 2.3	1,247	268	2,842	1,426	1,711	3,112	5,800	3,112	8,912
3.2: Dissemination	2.2; 2.3	867	173	182	191	191	547	1,240	547	1,787
3.3: Scientific equipment and related supplies	2.3			2,280	1,140	1,140	2,280	3,420	2,280	5,700
<b>TOTAL</b>	2.2	380	95	95	95	380	285	1,140	285	1,425
Share of total		14,109	3,886	25,392	14,902	25,476	28,958	64,976	28,958	93,934
		22%	13.4 %	39%	51.5 %	39%	30.8 %	69.2 %	30.8 %	100.0 %

  
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