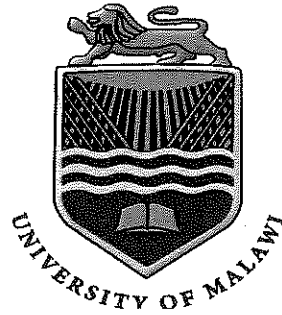


MEMORANDUM OF UNDERSTANDING

between



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

and



Rovuma University, ("UniRovuma"),

Josina Machel Avenue, P.O Box 544, Nampula, Mozambique

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is made and entered into by University of Malawi ("UNIMA") and Rovuma University ("UniRovuma"), individually referred to as "Party", and collectively as "the Parties", as required by context, with the objective of promoting their collaboration in education and research.

WHEREAS,

- A. UNIMA and UniRovuma are Higher Education Institutions (HEIs) 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.
- B. The Parties wish to collaborate in areas of mutual interest to enhance effectiveness of delivery of their shared academic mission in education and research.

THE PARTIES HEREBY AGREE

1. PURPOSE

1.1 This MoU sets out the terms under which the Parties shall collaborate to strengthen their teaching and learning, research, and community outreach 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. 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 to the other opportunities for activities that will foster a collaborative relationship. The Parties contemplate cooperation in a variety of joint academic and education activities such as:


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A. Teaching and learning

1. Academic programme development: The Parties will work collaboratively to develop new curriculum or review curriculum of existing programmes in the fields of interest.
2. Joint teaching arrangements: Whenever possible, courses will be team taught by faculty members from the Parties. Courses may be taught at UNIMA, at UniRovuma, or concurrently online at both HEIs. Courses may range from short-term academic certificate programs to degree programs.

B. Student and Staff exchange

3. Visits by, and exchange of students: Parties agree to host students from the other Institution to enable them to take courses or have access to lab facilities and equipment. Student exchanges may take place with undergraduate, graduate, or post-doctoral students. Each exchange may be for the duration of one academic year, one academic semester, or one intensive course (less than a month).
4. Visits by, and exchange of, academic, administrative and technical staff: Parties agree to host staff from the other Party for discussions, lectures, seminars and research activities.

C. Research

5. Joint supervision of postgraduate projects: If faculty members from each Party are engaged in collaborative research projects, postgraduate students at one Party HEI may visit and work in the lab of the faculty member(s) at the other Party HEI and incorporate the work done as part of their dissertation research.
6. Co-production of knowledge (publications, conferences, teaching)
7. Co-development and implementation of joint research projects and publications

3. RESPONSIBILITIES OF THE PARTIES

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

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

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- 3.3 For exchange visits, the host Party will facilitate practical arrangements including office space, accommodation and necessary administrative functions (such as flight reconfirmation and hotel reservation).
- 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, library 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 of rules above.
- 3.7 Parties shall seek waiver of duty applicable on 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 law of the host countries and rules and regulations of the host institutions.

4. IMPLEMENTATION OF THE MoU

- 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 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.

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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**, Executive Dean of the School of Natural and Applied Sciences for UNIMA and **Master Sonia Agostinho Nido**, Head of Department of Agrarian and Food Science. 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 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.

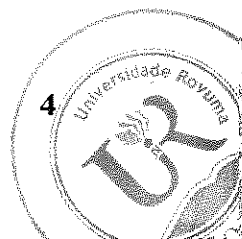
5. FINANCIAL ARRANGEMENTS

5.1 Both Parties shall endeavour to raise funds from various sources in order 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 and will depend on the availability of funds.



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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 travels 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 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.

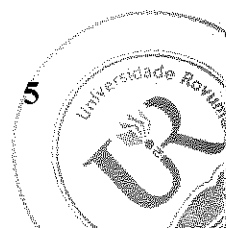
6.3 Waiver and forbearance or failure of a party in insisting in any one or more instances upon performance of any provisions of this agreement shall not be construed as a waiver or relinquishment of that party's rights to future performance of such provision and the other party's obligation in respect 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 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.

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- 6.6 The Parties may agree to add more participants to the MoU, if other HEIs with a shared academic 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 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 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.


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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 here to and will remain in force for a time 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.
- 7.7 This MoU is made in both English and Portuguese and each institution will have copies of the agreement in both languages.

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

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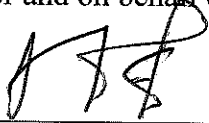
foreseen, and which make the performance of all or part of the Party's obligations under this contract impossible. Upon notification of the occurrence of such a situation or event, the performance of this contract shall be deemed to be postponed for a period of time equivalent to that caused by the Force 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 where of the Parties, through their dully Authorised Representatives, hereto execute this MoU, by in four original copies (two each in English and Portuguese), all copies being equally authentic as follows:

SIGNED for and on behalf of the University of Malawi:



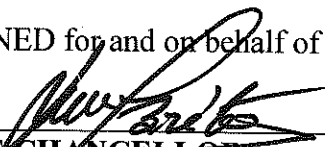
**THE VICE CHANCELLOR
UNIVERSITY OF MALAWI**

In the Presence of:



**Professor Cosmo Ngongondo
UNIVERSITY OF MALAWI**

SIGNED for and on behalf of the Rovuma University:



**THE CHANCELLOR
ROVUMA UNIVERSITY**

In the Presence of:



**Professor Alice C.B. Freia
ROVUMA UNIVERSITY**



Implementation plan for activities of CRAFS and University of Rovuma, Niassa

Outcomes/Outputs/Activities	Responsible partner (s)	2023	2024	2025
Special Component (SC): Administration: meetings and evaluations				
Activity SC1.: Signing of the MoU	CRAFS-UNIMA			
Activity SC2.: Biannual reporting virtual meeting	CRAFS-UNIMA, UR	X		
Activity SC3.: Annual evaluation meeting	CRAFS-UNIMA, UR	X	X	X
Activity SC4.: Midterm evaluation	CRAFS-UNIMA		X	
Activity SC5.: Annual evaluation meeting	UR, CRAFS-UNIMA		X	
Activity SC5.: Annual evaluation meeting	CRAFS-UNIMA			X
Outcome 1.: Increased demand for, expanded enrolments and quality post-graduate education in key themes within the agriculture sector	UR			
Output 1.1.: Established/revised at least 1 MSc programme in a key thematic area in the agriculture sector	UR, CRAFS-UNIMA			
Activity 1.1.1.: In-country curriculum review stakeholder consultations	UR, UNIMA	X	X	
Activity 1.1.2.: Develop new/revision of MSc curriculum	UR, CRAFS-UNIMA	X	X	
Activity 1.1.3.: In-country curriculum review workshops	UR	X	X	
Activity 1.1.4.: Support approval of final curriculum for new/revised MSc Programme by relevant authority/HEI	CRAFS-UNIMA, UR	X	X	
Activity 1.1.5.: Support accreditation of curriculum for new/revised MSc Programme by relevant authority	UR		X	X
Activity 1.1.6.: Support benchmarking activities e.g., external examination	CRAFS-UNIMA, UR	X	X	X
Output 1.2.: Joint supervision of MSc and PhD students in key thematic areas of the agriculture sector	CRAFS-UNIMA, UR			
Activity 1.2.1.: Announce new and revised PG programmes	CRAFS-UNIMA	X	X	X
Activity 1.2.2.: Enrol students into MSc/PhD programmes	CRAFS-UNIMA, UR	X	X	X
Activity 1.2.3.: Supervision of MSc & PhD students	CRAFS-UNIMA, UR	X	X	X
Activity 1.2.4.: Implement measures to reach gender and disadvantaged groups balance	UR, CRAFS-UNIMA	X	X	X
Activity 1.2.5.: Disseminate research findings (thesis/publication(s); scientific fora)	UR, CRAFS-UNIMA	X	X	X

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DEAN OF SCIENCE

18 AUG 2023

UNIVERSITY OF MALAWI
P.O. BOX 280, ZOMBA

Souia Agostinho



Outcomes/Outputs/Activities	Responsible partner (s)	2023	2024	2025
Outcome 2.: Enhanced research capacity and capability in the key theme areas with the agriculture	CRAFS-UNIMA			
Output 2.1: Increased participation in applied research in key areas in the agriculture	CRAFS-UNIMA			
Activity 2.1.1: Workshop to identify research gaps, develop detailed research packages	UR	X		
Activity 2.1.2.: Jointly responding to calls and awards for research grants.	UR, CRAFS-UNIMA	X	X	X
Activity 2.1.3: Implement joint research programmes.	UR, CRAFS-UNIMA	X	X	X
Activity 2.1.4: Jointly deliver training course of research skills in relevant fields of study	CRAFS-UNIMA, UR		X	
Activity 2.1.5.: Establish research links with national level institutions.	UR, CRAFS-UNIMA	X	X	
Activity 2.1.6.: Joint participation in dissemination of research results	CRAFS-UNIMA, UR	X	X	X
Output 2.3.: Improved competency and skills of researcher, technical and administrative staff	UR			
Activity 2.3.1: Train technical staff professional and technical skills e.g., in lab, GIS, and computing	CRAFS-UNIMA, UR		X	X
Activity 2.3.2.: Train administrators in project management, student admission and assessment record systems.	CRAFS-UNIMA, UR		X	X
Activity 2.3.3.: Train financial personnel in project finance management	CRAFS-UNIMA, UR		X	X
Activity 2.3.4.: Staff exchange visits (UNIMA to UniRovuma; UniRovuma to UNIMA)	UR	X	X	X
Activity 2.3.5: Student exchange visits (UNIMA to UniRovuma; UniRovuma to UNIMA)	UR		X	X
Activity 2.3.6.: Support access to teaching and learning materials e.g., e-library facilities;	CRAFS-UNIMA	X	X	X
Activity 2.3.7.: Support access to research facilities (e.g., lab equipment)	CRAFS-UNIMA	X	X	X

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Total Activities Budget

CRAFS	USD	%
Unifrovuma	78,903	56%
University of Rovuma, Niassa Branch	62,277	44%

Aggregated figures for:	USD	%
E-Education	38,994	28%
R-Research	45,900	33%
ID= Institutional	11,001	8%
O-Other	45,284	32%

Budget/financial plan	Classification	Activities	2023		2024		2025		TOTAL (USD)		GRAND TOTAL (USD)		Share of total
			CRAFS	Unifrovuma	CRAFS	Unifrovuma	CRAFS	Unifrovuma	CRAFS	Unifrovuma	Both partners		
1. SALARY/PERSONNEL COSTS			11,656	7,354	13,841	8,749	14,533	9,186	40,031	25,288	65,319	46.3%	
1.1 Faculty compensation			10,365	6,924	10,206	7,157	10,716	7,515	31,288	21,595	52,883	37.5%	
1.1.1 Curricula development/teaching/program meetings		SC: 1.1; 1.1.6; 2.1.4; 2.3.1; 2.3.2; 2.3.3	1,291	215	678	113	712	119	2,680	447	3,126	2.2%	
1.1.2 Supervision/teach students		1.2.3	1,721	430	1,355	226	1,423	237	4,059	678	4,747	3.4%	
1.1.3 Supervise PhD candidates		1.2.3	645	645	678	452	1,897	474	5,425	1,356	6,782	4.8%	
1.1.4 Research funded work/feeding		2.1.1; 2.1.2; 2.1.3	5,418	5,418	5,689	678	712	712	2,034	2,034	4,068	2.9%	
1.1.5 Exchange visits for students and staff		2.3.4; 2.3.5	1,291	430	1,355	452	1,423	474	17,079	17,079	34,158	24.2%	
1.2 Administration			1,291	430	1,355	452	1,423	474	4,069	1,356	5,425	3.8%	
1.2.1 Administration/workshop/meeting/visitors		SC	1,291	430	1,355	452	1,423	474	4,069	1,356	5,425	3.8%	
1.2.1.1 Short course support		1.3.1	1,291	430	1,355	452	1,423	474	4,069	1,356	5,425	3.8%	
2. TRAVEL COSTS			6,980	6,980	7,410	7,410	12,065	12,065	4,674	2,337	7,011	5.0%	
2.1 Curricula development/teach/program supervision		SC: 1.1; 1.1.6; 2.1.4; 2.3.1; 2.3.2; 2.3.3	2,280	2,280	2,280	1,140	2,394	1,197	4,674	2,337	7,011	5.0%	
2.2 Fees work including supplies		2.1.1; 2.1.2; 2.1.3	2,090	2,090	3,135	3,135	5,225	5,225	10,450	10,450	20,900	14.8%	
2.3 Staff and student mobility including membership for both partners		2.3.4; 2.3.5	855	855	2,138	2,138	3,420	3,420	6,413	6,413	12,825	9.1%	
3. OTHER COSTS			2,627	2,263	6,642	5,312	4,068	3,858	13,317	11,434	24,751	17.5%	
3.1 Medication			347	173	182	182	191	191	720	547	1,267	0.9%	
3.2 General maintenance/allowance			1,24	-	2,280	2,280	1,140	1,140	3,420	3,420	6,840	4.8%	
3.3 Support expenditures airfare/owned asset/Programme by relevant		2.3.6; 2.3.7	1,140	1,140	1,140	1,140	1,140	1,140	3,420	2,280	5,700	4.0%	
3.4 Se-ville equipment and related supplies		2.3.7	380	190	380	380	190	190	1,140	570	1,710	1.2%	
3.5 Installation, maintenance and replacement of equipment		1.1.5	760	760	380	380	-	-	1,140	1,140	2,280	1.6%	
3.7 Support broadcasting activities e.g. external examination		1.1.6	380	380	380	380	380	380	1,140	1,140	2,280	1.6%	
3.8 Ethnic research links with national level institutions.		2.1.5	20,363	15,697	27,893	21,471	30,647	25,109	78,903	62,277	141,180	100.0%	
TOTAL			20,363	15,697	27,893	21,471	30,647	25,109	78,903	62,277	141,180	100.0%	

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