

# MEMORANDUM OF UNDERSTANDING

## A CONTINUING PARTNERSHIP BETWEEN ACADEMICS WITHOUT BORDERS AND MBARARA UNIVERSITY OF SCIENCE & TECHNOLOGY (MUST)

### BACKGROUND

AWB is a Canadian NGO with its headquarters in Montreal. It was incorporated in March 2007 and received Canadian and Quebec charitable status in 2008. Its mission is, "Because education is the key to a flourishing society, we help people in the developing world realize their dreams through higher education" and its vision is, "Higher education is a prerequisite to equitable and sustainable development; through our work, we want to bring about a world where a quality higher education is available to everyone."

The partner for this project is Mbarara University of Science and Technology (MUST), located in Mbarara, Uganda. MUST was opened in October 1989 and is a public university accredited by the National Council for Higher Education in Uganda. MUST has six faculties including Medicine, Science, Business and Management Science, Interdisciplinary Training, Computing and Informatics Sciences, and Applied Sciences and Technology, as well as two institutes, and Research, Tropical Forest Conservation, and Maternal, Newborn and Child Health.

### MEMORANDUM OF UNDERSTANDING ("MoU")

This MoU is made between **Academics Without Borders**, 5221 rue Cartier, Montreal, QC, Canada H2H 1X6 ("**AWB**") and

Mbarara University of Science & Technology, P.O. Box 1410, Mbarara, Uganda ("**MUST**")

(together "**Parties**" and each a "**Party**"), who agree as follows:

#### 1. Continuing Partnership Definition

A Continuing Partnership is a multi-year agreement that focuses on capacity building in areas of priority identified by the partner institution. The partnership may involve a number of individual projects in a single field or in a variety of fields occurring over a number of years. The goal of the Continuing Partnership is to implement multiple AWB projects that build on one another over a number of years so as to substantially increase program capacity in areas of priority for the partner institution.

#### 2. Responsibilities and Liabilities of AWB

- a. To work with the partner institution to develop a plan identifying multiple projects that enhance the capacity of the partner to offer sustainable, quality programming.
- b. To recruit volunteer consultants, to be approved by the partner institution, who have the skills and preparation necessary to implement each project.

- c. To provide the costs of volunteer travel, meals and accommodation, and related project expenses that are not covered by the partner institution, as detailed in each project.
- d. To ensure that AWB and the volunteer(s) provide a report to MUST within three months of the end of each project.
- e. To ensure that AWB volunteers are aware of AWB's Prohibition of Discrimination, Harassment, and Sexual Harassment policy. A copy is attached to this MoU for your information and review.

### **3. Responsibilities and Liabilities of Mbarara University of Science & Technology**

- a. To work with AWB to develop a plan identifying multiple projects that enhance the capacity of the institution to offer sustainable, quality programming.
- b. To enable participation of institutional staff, faculty and students and to provide any other required resources as specified in the project proposal.
- c. To make some financial and/or in-kind contributions to projects, e.g., local travel, meals and accommodations, etc., according to the means of the institution to do so.
- d. To provide the volunteers with the information and support necessary for them to perform their roles safely and effectively.
- e. To communicate reliably with AWB on matters related to the partnership and individual projects.
- f. In view of the fact that any funds transferred to MUST by AWB directly support joint capacity-building projects and are not a grant, the university will waive the 15% indirect cost fee that is typically applied to research grants.

### **4. Details of Individual Projects**

The particulars of individual projects will be jointly developed and detailed letters of understanding within this continuing partnership will be agreed upon and appended to this MoU.

### **5. Exclusivity**

This MoU is entered in good faith and is not intended to be exclusive. It shall not affect MUST's or AWB's rights to enter into other affiliations or working arrangements with other institutions.

### **6. Intellectual Property Ownership and Publications**

- MUST and the volunteer(s) shall be the joint owner of any product or invention generated through the assignment that involves the use of MUST's facilities, including all intellectual property rights associated with the product or invention.
- The volunteer(s) and MUST shall share in any income derived from the product or invention.
- The volunteer(s) retains the rights to any written work that results from the assignment, except when the work is produced with others or when it is required by the volunteer(s)' duties in the Volunteer Agreement with AWB.
- In the former case, those who produced the work collectively retain the rights to the work; in the latter case, it is the property of AWB.
- Any work that is published which draws on the assignment must give due credit to MUST, but consent to publish is not required. This does not apply to any material that

MUST regards to be confidential for which written permission is required.

## **7. Law and Jurisdiction**

Under this MoU the laws of both countries (Canada and Uganda) apply, and the parties agree that where an issue arises the Law of that Country takes precedence.

## **8. Resolution of Disputes**

Any dispute that may arise from the implementation or interpretations of this MoU 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.

## **9. 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 MoU 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.

## **10. Duration, Review, Renewal, Amendment and Termination**

- This MoU will be in effect from the date of signature for a period of 5 years.
- This MoU may be renewed by mutual Memorandum of Understanding and addendum on an annual basis.
- The MoU may be amended with the agreement of all parties.
- This MoU can be terminated by either party with three (3) months of written notice.

**IN WITNESS WHEREOF** the Parties have executed this Memorandum of Understanding as of the last date added below.

**SIGNED FOR AND ON BEHALF OF  
ACADEMICS WITHOUT BORDERS**



\_\_\_\_\_  
Greg Moran, Executive Director

December 22, 2020

\_\_\_\_\_  
Date

**In the presence of**



\_\_\_\_\_  
Mindy Gordon, Executive Officer & Board Secretary

December 22, 2020

\_\_\_\_\_  
Date

**SIGNED FOR AND ON BEHALF OF  
MBARARA UNIVERSITY OF SCIENCE &  
TECHNOLOGY**



\_\_\_\_\_  
Prof. Celestino Obua, Vice Chancellor

Dec 22, 2020

\_\_\_\_\_  
Date

**In the presence of**



\_\_\_\_\_  
Mr. Melchior Byaruhanga, University Secretary

Dec 22, 2020

\_\_\_\_\_  
Date

**In the presence of**



\_\_\_\_\_  
Mr. Mugumya Timothy Ndiana, Legal Officer

Dec 22, 2020

\_\_\_\_\_  
Date