

MEMORANDUM OF AGREEMENT

between

DALHOUSIE UNIVERSITY
Halifax, Nova Scotia, Canada
On behalf of the
Faculty of Medicine and Faculty of Health

and

MBARARA UNIVERSITY OF SCIENCE AND TECHNOLOGY
Mbarara, Uganda

In order to facilitate the broadest academic relations, Dalhousie University, on behalf of the Faculties of Medicine and Health, and Mbarara University of Science and Technology, agree to formally establish their cooperative relationship and in doing so provide a framework for further collaborative activities between the two institutions.

1. Areas of Academic Interest

This Agreement initially will reflect the current collaboration in the field of Medicine and Health. Depending on the availability of resources, every effort will be made to maximize productive relationships and exchanges as widely as possible between interested members of both institutions.

2. Cooperation in Medical Education

It is agreed that the two institutions will cooperate in the field of Medicine, Nursing and Health, subject to available resources. Cooperative activities under this Program include or may be expanded to include faculty and administrative staff exchanges and capacity building; student exchanges; mutual recognition and accreditation of courses; graduate student advising; development and/or delivery of courses; e-learning initiatives; joint project development for external funding support; and any other area that may be mutually agreed upon by the two institutions.

3. Cooperative Research

It is recognized that significant opportunities exist for cooperative research between the two institutions. Such clearly beneficial activities may require specific arrangements, in particular with respect to financing. In view of the importance of cooperative research, both institutions agree to give high priority to this within their overall relationship, and to make every effort to develop

programs within this area. In particular the two institutions will endeavour to facilitate medical and graduate student exchanges.

Any collaborative research undertaken by faculty or students of the two institutions will be the subject of separate arrangements which specifically address intellectual property rights in the context of that research.

4. Exchange of Faculty Members and Researchers

Each institution will endeavour to facilitate visits by faculty members and researchers from the other. Visiting faculty members and researchers will comply with administrative procedures required by, and the regulations of, the host institution.

Each institution may provide economic support for visiting faculty members or researchers from the other institution but is not required to do so.

Each institution will provide assistance to visiting faculty members and researchers from the other institution in securing living accommodations but is not required to provide such accommodations.

Each institution will accord visiting faculty members and researchers from the other institution the use of research space (which must be negotiated and agreed upon prior to the visit), libraries and other facilities, opportunities to audit lectures free of charge and, to the extent possible, other common courtesies generally granted to guest scholars.

5. Student Exchanges

Both institutions will consider establishing student and research exchange programs for graduate and undergraduate students. The detailed conditions governing any such student or research exchange will be set forth in a separate agreement.

6. Exchange of Scientific and Information Materials

Both institutions agree to exchange as widely as is practicable such items as university calendars, prospectuses, course outlines, teaching material, reference materials, scientific publications, journals and databases.

7. Operational Constraints

It is recognized that the implementation of program activities under this Agreement will in every case be dependent upon the availability of necessary resources, either from within the institution concerned or from external sources. In the case of external funded projects, cooperative activities will be subject to the terms of the project of which they are a part.

8. Specific Activities

Both institutions agree that specific activities that may take place as a result of this Agreement may be documented in subsequent more detailed agreements, which would then be appended to this one.

9. Agreement Contacts

The contact at Dalhousie University for this Agreement will be Dean, Faculty of Medicine. The contact at Mbarara University of Science and Technology will be Prof. Celestino Obua.

10. Resolution of Disputes

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

11. Force Majeure

Neither party shall be liable to the other or be deemed to be in breach of this agreement as a result of suspension or termination of services, courses, classes or programs caused by reason of fire, strikes, lockouts, riots, weather, acts of God, war, terrorism, local, regional or global outbreak of disease or other public health emergency, social distancing or quarantine restriction (including, but not limited to COVID-19), damage to the Parties' property, lawful acts of public authorities or for any other cause beyond the reasonable control of either party. Specifically in relation to COVID-19, but not to limit the foregoing, this limitation of liability applies to either party's decision, made on an organization-wide basis and in good faith, to control the spread of the virus leading to COVID-19, even if exceeding the then current government requirements.

Either party shall promptly notify to the other party, in writing, of any such force majeure event 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 six (6) months of their first occurrence, the Parties may agree to terminate this agreement 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.

12. Duration of Agreement

This Agreement shall come into effect September 1, 2020 and shall have a duration of five years, after which extension, amendment or other changes may be made as agreed by both institutions. Within the initial five-year period, the terms of the agreement may be amended as required, subject to approval by each institution.

13. Approval Procedure

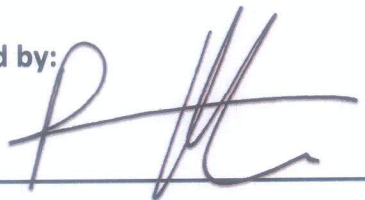
Should this Agreement require the approval of the Senate or other bodies either institution, the signatories agree to initiate action for such approval at their respective institutions.

This agreement has been prepared in English, and the English version thereof shall prevail and be binding even though a translation may also be prepared.

14. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together constitute one and the same agreement. Signatures delivered in PDF, JPEG or other electronic format or by facsimile shall be effective.

Signed by:



1 Mr. Matt Hebb

Vice-President, Government and Global Relations, Dalhousie University

Date : Sept / 22 / 2020

Place :

Tlf.: +1-902-494-4136

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1. Prof. Celestino Obua

Vice Chancellor

Mbarara University of Science and Technology, Mbarara, UGANDA

Date : OCT / 20 / 2020

Place : Mbarara

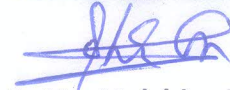
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In the presence of for
Mbarara University of Science and
Technology, Mbarara, UGANDA



2. Mr. Melchior Byaruhanga

University Secretary

Mbarara University of Science and
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Date: Oct / 20 / 2020

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3. Mr. Mugumya Timothy Ndiana

Legal Officer 

Mbarara University of Science and
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