

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**MBARARA UNIVERSITY OF SCIENCE AND TECHNOLOGY,
UGANDA**

AND

**ZAMZAM UNIVERSITY OF SCIENCE AND TECHNOLOGY (ZUST),
SOMALIA**



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Preamble

Mbarara University of Science and Technology in Uganda and Zamzam University of Science and Technology (hereinafter referred to individually as a "Party" and collectively as "the Parties") have shown their interest to enter into a cooperative relationship for the general purpose of supporting and promoting teaching, research and other collaborative activities for the mutual benefit of both Parties, especially in the fields of Sciences, Social and Humanities. Hence, this Memorandum of Understanding has been signed

BETWEEN

Mbarara University of Science and Technology (hereinafter referred to as "MUST") was established by an Act of Parliament in October 1989 as a second public university in Uganda. It aims at providing quality and relevant education at national and international levels. Undergraduate programs started in October 1989 offering the degree of Bachelor of Medicine and Bachelor of Surgery under the Faculty of Medicine. MUST has grown to offer many more programs in health, science education, engineering, computer and ICT, management sciences and interdisciplinary programs. MUST has retained a strong community-based education, engagement and service component integrated within its training programmes. The university has six faculties and two institutes; Faculty of Medicine, Faculty of Science, Faculty of Business and Management Sciences, Faculty of Computing and Informatics Sciences, Faculty of Applied Science and Technology, Faculty of Interdisciplinary Studies, Institute of Tropical Forest Conservation and Maternal Newborn and Child Health Institute.

AND

Zamzam University of Science & Technology (ZUST) is a multi-campus private non-profit university duly registered with the Ministry of education, culture and High Education and operates in three states in Somalia namely Banadir, South-West State and Hirshabelle. Zamzam University of Science & Technology started as Agricultural Training School in 2012 to train farmers, extension workers and field officers. The school conducted 22 training programs during that period, the multi-level training program. The main purpose of the training was to rebuild, accelerate food production of the country while promoting income generating for low-income families.

In August 2014 the training school was upgraded to Zamzam University of Science & Technology offers Sixteen (16) undergraduate degrees and two master programs under six (6) faculties.

WHEREAS it is the intention of all the Parties here to cooperate by entering into this Memorandum of Understanding (MOU) bearing the following provisions:

Article I: Purpose of Agreement

This Cooperation aims to foster advancement in teaching, research and community engagement. Collaboration between the two parties will be undertaken through activities or programs such as:

- a) Development of academic programs and courses;
- b) Exchange of academic staff and researchers for the purposes of teaching and research;
- c) Exchange of students for the purposes of education and training;
- d) Assistance for visiting academic staff and students;
- e) Coordination of such activities as joint research, lecturing, and training;
- f) Exchange of documentation, research materials, publications, and information in fields of mutual interest; and
- g) Other activities of mutual benefit to the Institutions.

Article 2: Separate Agreements

In addition, it is envisaged that each activity that the Parties wish to pursue in accordance with the purpose of this MOU may be governed by terms and conditions to be separately negotiated and mutually agreed upon by the Parties through the signing of one or more subsidiary agreements.

Article 3: Financing of Activities

The three parties hereto undertake to solicit for funds including donor funds, research grants, contributions, subscriptions and such related funds for the purpose of realizing any or all the objectives of the collaboration.

Article 4: Intellectual Property Rights

Intellectual property rights will be in accordance with accepted institutional, national and international standards;

- a) All scientific data, material, publications and other related information generated as a result of the activities is the joint property of all parties to this MOU;
- b) Ownership of any intellectual property (including but not limited to confidential information, know-how, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) developed or created by the students and faculty during the course of this agreement shall be vested in both parties to this MOU;
- c) Before any registration or commercialization of any intellectual property takes place, the parties agree to reach a separate agreement covering issues such as exploitations rights and revenue sharing;
- d) Any publication regarding such intellectual property shall only be possible with the prior written consent of both parties, with the understanding that such consent should not be unreasonably withheld;
- e) This MOU will not permit the use or dissemination by either party hereto of intellectual property belonging to the other party, without the prior written consent of the party owning the said intellectual property.

Article 5: Confidentiality

Each Party agrees that it will use the confidential information provided by the other Party only as necessary to discharge its obligations under this MOU and for no other purpose without the prior written consent of the disclosing Party.

Article 6: 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.

Article 7: 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 agreement 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.

Article 8: Use of Backlinks

Each party agrees to link their institution website with each other. This will increase the visibility of each institution's work especially in regard to this partnership.

Article 9: Duration, Review, Renewal, Amendment and Termination

9.1 Duration: This MOU will be in effect from the date of signature for a period of 5 years

9.2 Renewal and Amendment: This MOU may be renewed by mutual agreement and addendum on an annual basis. The MOU may be amended with the agreement of all parties.

9.3 Termination: This MOU can be terminated by either party with three (3) months of written notice.

Article 10: Entry into Force

This Memorandum of Understanding shall come into force from the date of execution and appendage of signatures by the parties.

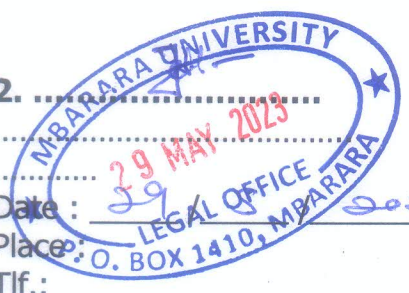
The agreement is written and signed in two copies in English having equal force, each Party receives one copy.

Article 11: Amendment

The MOU may be amended or revised if both parties agree. Such amendments or revision shall be effective from the date of signature.

Article 12: Execution

IN WITNESS WHEREOF, the authorized representative(s) of Zamzam University of Science & Technology (ZUST) and Mbarara University of Science and Technology are;

<p>Zamzam University of Science & Technology (ZUST)</p> <p></p> <p>1. Mohamud Mohamed Hassan Rector Zamzam University of Science & Technology (ZUST), Mogadishu, Somalia Date : <u>29/5/2023</u> Place : Tlf.: +252612224054 Fax: + E Mail: rector@zust.edu.so / mohamud@zust.edu.so</p>	<p>Mbarara University of Science and Technology</p> <p></p> <p>1. Prof. Celestino Obua Vice Chancellor Mbarara University of Science and Technology, Mbarara, UGANDA Date : <u>29/05/2023</u> Place : Tlf.: +256 4856 60208 Fax: +256 4854 20782 E Mail: vc@must.ac.ug / celestino.obua@must.ac.ug</p>
<p>In the Presence of for</p> <p></p> <p>2. Date : <u>29/05/2023</u> Place : <u>O. BOX 1410, MBARARA</u> Tlf.: Fax: E Mail</p>	<p>In the presence of for Mbarara University of Science and Technology,</p> <p></p> <p>2. Mr. Melchior Byaruhanga University Secretary Mbarara University of Science and Technology, Mbarara, UGANDA Date : <u>29 / 05 / 2023</u> Place : Tlf.: +256 4856 60601 Fax: +256 4854 20782 E Mail: us@must.ac.ug / mbyaruhanga@must.ac.ug</p>

3.

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Date : ____ / ____ / ____

Place :

Tlf.:

Fax:

E Mail:

**3. Mr. Mugumya Timothy Ndiana
Legal Officer**

Mbarara University of Science and
Technology, Mbarara, UGANDA

Date : ____ / 5 / 2023

Place :

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Fax: +256 4854 20782

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tmndiana@gmail.com