

MEMORANDUM OF COOPERATION AND UNDERSTANDING
BETWEEN
IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY
AND
MBARARA UNIVERSITY OF SCIENCE AND TECHNOLOGY



1. This Memorandum of Cooperation and Understanding (“MOU”), effective the 21st day of June, 2022 is entered into between Iowa State University of Science and Technology (“ISU”) an Institution of Higher Education located in Ames, Iowa, USA and Mbarara University of Science and Technology (“MUST”), an Institution of Higher Education located in Mbarara city, Mbarara district, Uganda to establish a program of academic exchange, cooperation and collaboration in areas of interest and benefit to both institutions.
2. The purposes of the academic exchange, cooperation and collaboration between ISU and MUST are as follows:
 - to promote interest in the teaching and research activities of the respective institutions, and
 - to deepen the understanding of the economic, cultural, and social issues environment of the respective institutions.
3. To achieve these goals, ISU and MUST will, insofar as the resources of each institution allow and upon the mutual agreement of both institutions:
 - promote institutional exchanges by inviting faculty and staff of the cooperating institutions to participate in a variety of teaching and/or research activities and professional development;
 - receive undergraduate and graduate students from the cooperating institution for periods of study and/or research;
 - organize coordinated teaching activities;
 - organize symposia, conferences, short courses and other meetings on academic and research issues;
 - carry out joint research and continuing education programs; and

- exchange information pertaining to developments in teaching, student development and research at each institution.
4. Each institution shall designate a coordinator to oversee and facilitate the implementation of this MOU. In the event the designated coordinator changes, each cooperating institution agrees to promptly communicate that change including the name and contact information for the new coordinator. The coordinators, working with other appropriate administrators at the respective universities, shall have the following responsibilities:
 - to promote academic collaboration at both faculty, graduate and undergraduate student levels for research and study;
 - to act as principal contracts for individual and group activities and to plan and coordinate all activities within their institutions as well as with the cooperating institution;
 - to distribute to each institution information about the faculty, facilities, research, publications, library materials and educational resources of the other institution; and
 - to meet periodically to review and evaluate past activities and to work out new ideas for future academic exchange, cooperation and collaboration.
 5. This MOU shall be identified as the foundational document for any additional specific program agreement contemplated between the cooperating institutions. No implementation of this MOU or commencement of any specific exchange program may be initiated without the cooperating institutions entering into a specific Educational Program Agreement relating to that program.
 6. An Educational Program Agreement concerning any specific program or project shall provide details concerning the specific commitments made by each cooperating institution including, but not limited to, such topics as orientation for visitors from other institution, financial responsibilities, tuition and fees, use of facilities, student admission and enrollment, faculty assignment, curriculum and academic standards, research protocols, intellectual property ownership, confidentiality obligations, and other services provided to assure a successful program. Any Educational Program Agreement shall not become effective until it has been reduced to writing and executed by the duly authorized representatives of the cooperating institutions.
 7. The scope of the activities to be undertaken under this MOU shall be determined by the funds regularly available at both cooperating institutions for the types of academic and/or research collaboration undertaken and by any financial assistance as may be obtained by either cooperating institution from external sources to support the activity.

8. Except as may be stipulated in any specific Educational Program Agreement, each cooperating institution shall be responsible for any travel, living or operational expenses incurred by its employees or agents under this MOU.
9. Each cooperating institution agrees to be responsible for the liabilities arising out of their own conduct and the conduct of their officers, employees and agents as related to the academic exchange, cooperation and collaboration activities undertaken pursuant to this MOU and within the applicable law.
10. Each cooperating institution agrees that their business relationship is as an independent contractor and nothing in this MOU shall be construed to create a legal partnership, joint venture, employment or agency relationship. Each cooperating institution is responsible for its own debts and liabilities created under this MOU. With respect to employee compensation for services provided pursuant to this MOU, each cooperating institution shall be responsible for withholding of taxes, workers' compensation and other employment related taxes and benefits regarding its own employees.
11. The cooperating institutions agree to comply with all applicable laws and regulations in their respective countries in performing their obligations under the MOU. This MOU shall be governed and construed under the laws of the State of Iowa and the United States of America with respect to ISU and the laws and regulations of the Republic of Uganda with respect to MUST.
12. Neither cooperating institution shall use the other institution's name, trademarks or logos or the names of any of its employees in any publicity or advertising, including endorsements, without the prior written consent of the other institution. However, the foregoing shall not prohibit either cooperating institution from disclosing general factual information about the existence of this MOU or the other institution for purposes other than publicity, advertisement or endorsement.
13. Upon approval by each institution, this MOU shall remain in effect for a period of five (5) years unless terminated earlier by either institution as permitted under this MOU.
14. The cooperating institutions shall attempt to resolve any disputes arising under this MOU in good faith. Termination by one cooperating institution shall be effected by providing the other cooperating institution at least ninety (90) days advance written notice of its intention to terminate. If such notice is given, this MOU shall terminate: (a) at the end of such ninety (90) days; or (b) when all students enrolled in a course of study under the MOU at the time such notice is given have completed their respective courses of study under the agreement, whichever event occurs last. Termination shall be without penalty. If this agreement is terminated, neither ISU nor MUST shall be liable to the other for any monetary or other losses which may result.
15. Either cooperating institution has the right to terminate its obligations under this MOU for reasons of force majeure, which is defined as circumstances beyond the control of

the institution that effectively prevents the institution from performing its obligations under the MOU.

16. This MOU and any Educational Program Agreements based on this MOU are created based on the common trust and good faith of the cooperating institutions. In the event of a dispute, the cooperating institutions shall make good faith efforts to communicate, understand, negotiate and obtain an amicable resolution.

If, however, the parties fail to arrive at an amicable resolution, the dispute may be referred to an arbitrator in an arbitration procedure agreed upon by both parties.

SIGNED on behalf of Iowa State University of Science and Technology and Mbarara University of Science and Technology by authorized officials from each cooperating institution in duplicate copies, each of which shall be deemed an original.

**IOWA STATE UNIVERSITY OF
SCIENCE AND TECHNOLOGY**



Ann Marie VanDerZanden

Senior Vice President & Provost

Date: Jul 10, 2022



W. Samuel Easterling

Dean, College of Engineering

Date: Jul 8, 2022

**MBARARA UNIVERSITY OF SCIENCE
AND TECHNOLOGY**



Celestino Obua (Aug 3, 2022 12:49 GMT+3)

**1. Prof. Celestino Obua
Vice Chancellor**

Date : Aug 3, 2022 /

E Mail: vc@must.ac.ug /

celestino.obua@must.ac.ug



**2. Mr. Melchior Byaruhanga
University Secretary**

Date : Aug 3, 2022 /

E Mail: us@must.ac.ug /

mbyaruhanga@must.ac.ug



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

Date : Aug 2, 2022 /

E Mail: tmugumya@must.ac.ug /

tmndiana@gmail.com.