



MEMORANDUM OF UNDERSTANDING

BETWEEN

MBARARA UNIVERSITY OF SCIENCE AND TECHNOLOGY (MUST)

AND

SOMALI INTERNATIONAL UNIVERSITY (SIU)

This MOU is entered into on this 16th day of SEPT 2021

BETWEEN

MBARARA UNIVERSITY OF SCIENCE AND TECHNOLOGY, of P. O. BOX 1410, Mbarara Uganda (herein after referred to as "MUST") of the one part

AND

SOMALI INTERNATIONAL UNIVERSITY of industrial road alongside Nasrudin Mosque in H/Wadag District, Mogadishu-Somalia (herein after referred to as "SIU") of the other part.

1.0 SCOPE OF COLLABORATION

The areas of collaboration include and are subject to mutual consent, programmes offered at both universities as felt desirable and feasible on either side, or that both sides contribute to fostering and development of the co-operative relationships between the two institutions. The assistance to be provided by each of the parties will be teaching, research, exchange of faculty and students, cultural exchange and staff development, as deemed beneficial by the two institutions.

2.0 GENERAL AREAS OF COLLABORATION

Assistance shall be carried out, subject to the availability of funds and the approval of the Chancellor, Somali International University and the Vice-Chancellor of Mbarara University of Science and Technology, through activities or programmes such as:

1. Exchange of faculty members;
2. Exchange of students;
3. Joint research activities;
4. Participation in international seminar and academic meetings;
5. Exchange of academic materials and other information;
6. Special short term academic programmes.

3.0 TECHNICAL PROPERTY RIGHTS

In the course of collaboration between SIU and MUST, participating individuals using proprietary materials and technologies acquired by either institution must adhere to Intellectual Proprietary (IP) and Technical Property (TP) protection (e.g. material Transfer Agreement (TA) or license) pertaining to the relevant technologies and material. Protection of innovations, research products and other IP/TP (through patents, knowledge production rights, or other means) accruing from joint collaboration between MUST and SIU shall be done jointly following consultations with the relevant institutional IP/TP organs/panels on proprietary science and technology.

All TP/IP resulting from the collaboration shall be jointly owned and managed by MUST and SIU.

For the purposes of this collaboration, IP shall be taken, without limitation, to mean intellectual property rights (IPR), unpublished patent applications, and any other inventions, improvement, and/or discoveries that may not be legally protectable, including all know-how, trade secrets, research plans and proprieties, research results, reports, statistical models, computer programmes, product ideas, etc. Technical or tangible property such as computer software, architectural designs or learning toys or aids.

4.0 SETTLEMENT 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.

5.0 LAW OF APPLICABLE

This agreement shall be governed by and construed in all aspects in accordance with international Law, Common Law and Equity.

6.0 FORCE OF 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.

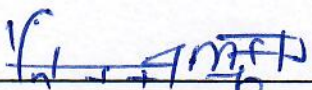
7.0 MOU IMPLEMENTATION

Specific details on the implementation of each area of collaboration shall be detailed in a "Supplemental Agreement" done in writing. Such Addenda will include the activities to be conducted; responsibilities of each Party; participation, time and resources required; implementation procedures; and other details as necessary. The two parties agree that they will be free to participate in such projects acting either individually, or collectively.

8.0 RENEWAL, AMENDMENT AND TERMINATION

This agreement shall remain in force for the period of five (5) years from the date the last signature, with the understanding that either party giving at least three (3) month notice to the other party in any year may terminate it. The agreement may be extended by mutual consent of agreement.

IN WITNESS WHEREOF, the parties hereto have offered signatures:



1. Mr. Mohamed Yousuf Sh. Omar
Ag. Vice Chancellor

Somali International University,

Date : 24th / AUG / 2022

Place : Mogadishu, Somalia.

Tlf.: +252 612 250000

Fax: +

E Mail: vice_chancellor@siu.edu.so



1. Prof. Celestino Obua
Vice Chancellor

Mbarara University of Science and
Technology,

Mbarara, UGANDA

Date : 16th / SEPT / 2021

Place :

Tlf.: +256 4856 60208

Fax: +256 4854 20782

E Mail: vc@must.ac.ug /
celestino.obua@must.ac.ug

**In the Presence of for
Somali International University,**



**2. Dr. Andrew Okello
Director, Centre for International
Programs & Linkages**

Somali International University.

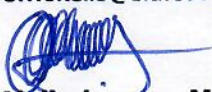
Date : 22 / Aug / 2022

Place : Mogadishu, Somalia

Tlf.: +252 617007589

Fax:

E Mail: andrew.okello@siu.edu.so



**3. Dr. Abdirahman Mohamed
Yabarow
Deputy Dean, SIU Faculty of
Medicine**

Date : 24 / 08 / 2022

Place :

Tlf.:

Fax:

E Mail: fom@siu.edu.so

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



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

Mbarara University of Science and
Technology, Mbarara, UGANDA

Date : 16 / 09 / 2024

Place : Mbarara, Uganda

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mbyaruhanga@must.ac.ug

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

Mbarara University of Science and
Technology, Mbarara, UGANDA

Date : 16 / 09 / 2024

Place : Mbarara, Uganda

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