



**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**MBARARA UNIVERSITY OF SCIENCE AND TECHNOLOGY
UGANDA**

AND

UNIVERSITY OF BUEA, CAMEROON

Preamble

Mbarara University of Science and Technology, Uganda and University of Buea, Cameroon, (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

The University of Buea, Cameroon (hereinafter referred to as “UB”), is situated in the historic town of Buea on the eastern flank of Mount Cameroon, in the Southwest Region of Cameroon. It was founded as a university centre in 1985 and became a full-fledged university in 1992. UB is one of two English speaking universities in Cameroon, alongside the University of Bamenda, which follow the British system of education in a predominantly French speaking central African country. UB offers a rich portfolio of over 80 degree programmes at the Bachelor’s, Master’s and PhD levels, all of them designed to comply with the European Bologna BMP-System. These programmes are lodged in its eleven (11) faculties and schools that offer courses cutting across health, humanities, arts, laws and political science, social and management sciences, physical sciences and technology.

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:

- 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 two 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: Duration, Review, Renewal, Amendment and Termination

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

8.2 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.

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

Article 9: 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 10: 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 11: Execution


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

University of Buea, Cameroon


Mbarara University of Science
and Technology, Uganda


Professor Ngomo Horace Manga
Vice-Chancellor

and Technology, Uganda



Professor Celestino Obua
Vice Chancellor



Date: 20 / OCT / 2022

Date : 19 / 12 / 2022

Place: Buea
Tel.: +237 233322134
Fax: +237 233322272
E-Mail: ngomo43@yahoo.co.uk

Place : Mbarara
Tel.: +256 4856 60208
Fax: +256 4854 20782
E-Mail: vc@must.ac.ug /
celestino.obua@must.ac.ug