



**Mbarara University of Science  
and Technology**



**Makerere University**

# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**MBARARA UNIVERSITY OF SCIENCE AND TECHNOLOGY**

**AND**

**MAKERERE UNIVERSITY**

MUST and Mak  
Collaborative Agreement

A blue ink signature, likely of a representative from Mbarara University of Science and Technology.

A blue ink signature, likely of a representative from Makerere University.

**THIS MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as "MoU") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2022

**BETWEEN**

**MBARARA UNIVERSITY OF SCIENCE AND TECHNOLOGY** of Plot 8-18 Kabale Road, P.O.Box1410, Mbarara (hereinafter referred to as "MUST" which expression shall whenever the context admits include its assignees and successors in title) on the one part

**AND**

**MAKERERE UNIVERSITY** of P.O. Box 7062, Kampala (hereinafter referred to as "Mak" which expression shall whenever the context admits include its assignees and successors in title) on the other part

**MUST** and **Mak** are hereinafter individually referred to as "the party" and collectively as "the parties."

**PREAMBLE**

Through this Memorandum of Understanding (MOU), the Mbarara University of Science and Technology (MUST) and Makerere University, a public learning institution established under the Makerere Act, 1970 which was repealed by the Universities and Other Tertiary Institutions Act, 2001 (as amended), coordinated by the Africa Center of Excellence for Materials, Product Development and Nanotechnology MAPRONANO ACE at the College of Engineering, Design, Art and Technology (CEDAT), express their intention in principle, to facilitate and develop a meaningful and mutually beneficial relationship and to encourage the development of academic and research exchanges between the two institutions through mutual assistance in the areas of education and research in the years to come.

**NOWHEREFORE**, the Parties agree as follows:

**1. Definitions**

For the purpose of this MOU, the following terms shall be used:

**"Exchange students"** means students who may study or carry out research at the host institution and/or complete an internship or project within a given period.

**"Exchange programme"** means the exchange of students and staff pursuant to this MoU.



**"Home institution"** means the institution at which a student is registered on a full-time basis and at which he/she intends to graduate.

**"Host institution"** means the institution which has agreed to accept the student from the home institution.

**"Faculty"** means the appropriate academic entity and Academic Staff at the respective institutions.

**"Staff"** means the administrative and technical employees of the institutions.

## **2. Purpose**

The two institutions will seek to pursue staff and student exchanges and collaborative partnership in the fields of science, technology and research programs.

## **3. Scope of Cooperation**

- 2.1 This MoU is mainly intended to provide a framework of collaboration and cooperation between the Parties.
- 2.2 This MoU shall not to be deemed to be a contract creating legal and financial obligations and/or relationships between the Parties. Rather, it is designed to facilitate and develop a mutually beneficial relationship in areas of research and innovation, education, community outreach, training and capacity development, knowledge generation and transfer, and resource exchange and mobilization.
- 2.3 Each Party shall retain the right to implement programs and activities in its individual capacity. However, all cooperative programs, activities and projects under this MoU shall be subject to the availability of funds and the pre-approval of both parties in line with their respective policies.
- 2.4 The terms applicable to any specific program or activity implemented under this MoU shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of that particular program or activity.
- 2.5 Any such program-specific agreement in 2.4 above shall form part of this MoU and be subject to the provisions herein.
- 2.6 Each Party shall remain fully autonomous. The Parties are entering into this MoU while wishing to maintain their own separate and unique missions and mandates, and their own accountabilities and systems.
- 2.7 The relationship between the parties shall be guided by principles of best practice which include inter-alia; Transparency, Accountability, Consistency, Continuous communication and respect for the values espoused by each party.
- 2.8 The Parties shall at all times respect and protect the reputation of each other in all activities that they undertake, and in so doing shall inform each other in advance, of any activities that may bring the other party into disrepute.
- 2.9 Nothing in this MoU shall be construed as superseding or interfering in any way with other agreements or contracts between each party and third parties.
- 2.10 The Parties may expand their areas of co-operation to other areas of interest on mutual understanding.





#### **4. Areas of cooperation**

3.1 The Parties shall cooperate in the following areas:

- (1) Establishment of joint research collaboration in areas of Nanotechnology innovations, and Materials Science between the parties to the agreement and other external parties who are the partners of the MAPRONANO ACE;
- (2) Student exchange for research and study;
- (3) Exchange of staff and research scholars;
- (4) Visiting scholar activities;
- (5) Joint research and publication activities;
- (6) Short-term training programs/projects;
- (7) Organization and participation in seminar, symposia, short-term academic programmes and academic meetings;
- (8) Sharing of research and educational materials, publications and academic information;
- (9) Fellowship programs;
- (10) Laboratory and Technical training;
- (11) Technical assistance;
- (12) Curriculum development and enhancement;
- (13) Resource mobilization in respect of areas of mutual interest.
- (14) Any other areas which may promote the mutual interests of the Parties under this MoU.

#### **5. Student Exchange Programme**

5.1 The institutions agree to first endeavor to set up an Exchange programme.

5.2 Applicants for participation in an exchange programme shall be selected according to criteria established by the home institution and the Host institution. These applicants will be selected by the Home institution and subject to final acceptance by the Host institution.

5.3 Rights and responsibilities of Exchange Students:

- (1) All Exchange students;
  - a) must be registered and remain enrolled for Degree purposes on a full-time basis at their home institution as a condition for acceptance into the Exchange programme;
  - b) must be in good academic standing prior to participating in the Exchange;
  - c) must carry adequate health and emergency evacuation insurance coverage to the satisfaction of the Host institution;
  - d) will not be expected to pay tuition fees at the Host institution. They will pay tuition fees to their Home institutions in accordance with the policies of that institution;
  - e) Will be responsible for making their travel arrangements and shall



bear all associated costs including transportation, housing, meals, academic materials, medical care expenses, health insurance, personal expenses, required orientation fees, etc;

- f) Will be subject to the rules and regulations of the Host institution;
  - g) Will have access to regular research infrastructure and support services generally availed to enrolled students of the host institution.
- 5.4 The Host institution will make every effort to facilitate integration of Exchange students into its student life.
- 5.5 The Home institution will inform its students of the requirement to comply with all relevant regulations when visiting Host institution. They will abide by the Host institution rules, regulations procedures and policies at all times.
- 5.6 Each student will be required to execute an exchange agreement with detailed terms and conditions.

## **6. Exchange of faculty and staff**

- 6.1 Both institutions agree to encourage faculty and staff participation in Exchange programme activities. Approval by both intuitions will be required for all Exchange programmes.
- 6.2 Applicants for participation in the exchange programmes will be selected by the Home institution and will be subject to acceptance by the Host institution.
- 6.3 The period of the Exchange programme will be determined by the purpose of the exchange. The duration of Faculty and Staff exchanges shall be arranged as appropriate and in accordance with the established rules and practices of the Host institution.
- 6.4 The conditions of any Faculty and Staff exchanges will be agreed between the parties prior to the commencement of staff exchange. This includes financial responsibilities, insurance coverage, housing etc.
- 6.5 Each institution will be responsible for their own costs for the implementation of the above arrangements unless mutually and formally agreed otherwise in written form.
- 6.6 The Home institution will inform its Faculty and Staff of the requirement to comply with all relevant regulations when visitation Host institution. They will abide by the Host institution rules, regulations, procedures and policies at all time.
- 6.7 Participating staff shall be required to execute exchange agreements with detailed terms and conditions.





## 7. Communication

- 7.1 Any consent, waiver, notice, demand, request or other instrument required or permitted to be given under this MoU or any related agreements may be transmitted by any means of communication that provides or allows for a record of its transmission.
- 7.2 The following addresses of the designated representatives shall be used for all communications relating to this MoU:

### **Mak designates**

Name: Prof. John Baptist Kirabira  
Designation: Professor, Chair Department of Mechanical Engineering  
Address: Dept. of Mechanical Engineering, Mak  
Email address: [johnbaptist.kirabira@mak.ac.ug](mailto:johnbaptist.kirabira@mak.ac.ug)

### **And copied to:**

Name: Dr. Michael Lubwama  
Designation: Deputy Center Leader, Africa Center of Excellence in Materials, Product Development and Nanotechnology  
Address: Dept. of Mechanical Engineering, Mak  
Email: [michael.lubwama@mak.ac.ug](mailto:michael.lubwama@mak.ac.ug)

### **MUST designates**

Name: Dr. Theodora Twongyirwe Mondo  
Designation: Dean  
Address: Faculty of Applied Science and Technology, MUST  
Email: [tmtwongyirwe@must.ac.ug](mailto:tmtwongyirwe@must.ac.ug)

### **And copies to:**

Name: Dr. Denis Bbosa  
Designation: Deputy Dean  
Address: Faculty of Applied Science and Technology, MUST  
Email: [dbbosa@must.ac.ug](mailto:dbbosa@must.ac.ug)

- 7.3 Either institution may change its designated liaison officer by written notification to the designated liaison officer of the other institution.
- 7.4 The offices will inform each other of the delegation of duties within the respective institutions' staff for the implementation of programmes, routine communication, and processing of enrolments and activities.



## **8. Intellectual Property**

- 8.1 Each party shall have ownership rights to the intellectual property produced and achieved by that party and its employees in the course of implementing this agreement.
- 8.2 When parties have jointly contributed to the development of intellectual property which cannot be divided, each party's share shall be proportional to its respective intellectual contribution to the development and creation of that intellectual property. In such cases, a joint ownership agreement shall be entered into between the parties.
- 8.3 The joint ownership agreement should as a minimum include a definition of the relevant intellectual property and a detailed description of how it shall be protected, defended, managed, funded and used.
- 8.4 The institutions may not use the name or logo of the other institution without prior written agreement.

## **9. Confidentiality**

- 9.1 No party or its agents/assignees or successors in title to this MoU shall, during its term and/or after its expiration, disclose any proprietary or confidential information, relating to the contents or its related activities, without prior consent of both parties except as required by law.
- 9.2 Clause 9.1 above shall not apply to information that is already in the public domain prior to the signing of this MoU.
- 9.3 In this MoU, "Confidential Information" means all information previously or subsequently disclosed to the parties or observed by the parties that relates to this MoU that is identified as being proprietary and/or confidential; or, by the nature of the circumstances surrounding its disclosure, reasonably ought to be treated as proprietary and confidential.

## **10. Term**

- 8.1 This MOU shall commence from the date of the last signature and shall remain in force for a period of five (5) years unless terminated by either institution.
- 8.2 This MoU may be extended for a further period as may be agreed in writing by the Parties.
- 8.3 A joint evaluation of the implementation of this MoU will be initiated by the designated representatives six (6) months prior to the expiration date to determine whether this MoU will be extended for a further term.

## **11. Amendment**

This MoU shall only be amended in writing and with the written consent of the parties.

## **12. Termination**

- 12.1 This agreement may be terminated by either party after giving the other party written notice at least six (6) months.





12.2 Notwithstanding the above provision, programs, activities and projects that are ongoing before and or during the process of termination shall continue as if there is no process of termination and the provisions of this MoU shall continue to operate until the pending programs and transactions are completed, unless otherwise agreed in writing.

12.3 Article 9 shall continue to operate even after termination of this MoU.

### **13. General guidelines**

13.1 Both institutions will be responsible for regularly reviewing the programme(s) on a yearly basis. The review is essential in order to make appropriate and mutually agreed modifications as may be required and to identify new opportunities for cooperation in scholarship and research.

13.2 Any matter which is not covered by the MoU may be raised and negotiated separately by both institutions without abrogating this MoU.

13.3 If any provision of this MoU is found to conflict with any laws, statutes or regulations in force, such revision will be null and void, but all other provisions without such conflicts shall remain in effect.

12.1 The Rights and duties arising out of this MoU cannot be assigned or transferred to a third party without written consent from the other institution which consent shall not unreasonably be withheld.

12.2 This MoU has been signed in quadruplicate and each institution will receive two copies.

### **14. Non-Discrimination**

The parties agree not to discriminate on the basis of religion, race, creed, national or ethnic origin, sex, age, handicap, political affiliation or disability.

### **15. Relationship**

15.1 Each party is separate and independent and this MoU shall not be deemed to create a relationship of agency or employment between them.

15.2 Each party understands and agrees that this MoU establishes an independent contractor relationship and that the agents or employees of each respective party are not employees or agents of the other party.

### **16. Compliance with Laws**

The parties specifically intend to comply with all applicable laws, rules and regulations of the country and policies of each party as they may be amended from time to time.

### **17. Settlement of Disputes**

17.1 The institutions will endeavor to resolve any dispute relating to the interpretation or application of this MoU by negotiation between the institutions.

17.2 Should the institutions be unable to reach a mutually acceptable solution to the dispute, the only remedy is termination of this MoU.





## **18. Force Majeure**

- 18.1 No failure or delay by the parties hereto in the performance of any obligation herein contained shall be deemed a breach of this MoU, nor shall the same create any liability as a result of any force or cause beyond the control of the affected party including acts or omissions of any Government, compliance with Laws, Regulations, Court Orders and or requests of any Governments, fire, storm, flood or earthquake, pandemics, war, rebellion, revolution, riot, strikes or lockouts.
- 18.2 In the event that an event of force majeure occurs which prevents the performance of any obligation by a party, the performance of any such obligation, directly, indirectly or consequentially affected by the event of force majeure shall be postponed for such time as the performance is possible.
- 18.3 The parties undertake to employ all reasonable efforts to minimize, reduce, and mitigate the effect of any delay occasioned by an event of force majeure.

## **19. Liability**

Neither party shall be liable for damage or injury caused by the negligent acts of the other party or its agents.

## **20. Severability**

The provisions of this MoU are severable, and if any provision is found to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.

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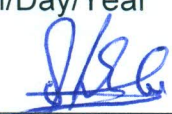
IN WITNESS WHEREOF, the parties hereto have caused this MoU to be executed on their behalf by their duly authorized representatives to be effective as herein provided.

For Mbarara University of Science and  
Technology

  
Prof. Celestino Obua  
VICE CHANCELLOR



Month/Day/Year

  
Mr. Melchior Byaruhanga  
UNIVERSITY SECRETARY



Month/Day/Year

  
Timothy Mugumya  
LEGAL OFFICER

Month/Day/Year

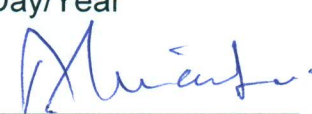
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For Makerere University

  
Prof. Barnabas Nawangwe  
VICE CHANCELLOR



Month/Day/Year

  
Prof. Henry M. Alinaitwe  
PRINCIPAL, CEDAT

Month/Day/Year

  
Prof. John Baptist Kirabira  
CENTER LEADER, MAPRONANO-  
ACE

Month/Day/Year

  
Mr. Javason Kamugisha  
DIRECTOR LEGAL AFFAIRS

Month/Day/Year

