



**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**MBARARA UNIVERSITY OF SCIENCE AND TECHNOLOGY
UGANDA**

AND

**THE MEDICAL COLLEGE OF WISCONSIN
UNITED STATES OF AMERICA**

Preamble

Mbarara University of Science and Technology, Uganda and The Medical College of Wisconsin, (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 Medical College of Wisconsin (hereinafter referred to as "MCW"), a Wisconsin non-profit corporation, health sciences and research institution located at 8701 Watertown Plank Road, Milwaukee, WI 53226 United States of America. MCW is a private health sciences university with a medical and pharmacy school and offers graduate degree programs in the Graduate School of Biomedical Sciences. MCW has operated as an independent institution since 1967.

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 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 and ownership will be addressed for each activity in the separate agreement for that activity

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 controversy or claim arising out of or relating to this Agreement ("Claim") shall be settled by negotiation and if necessary, binding mediation. If a dispute arises between the parties that cannot be resolved informally, each Party shall for a period of thirty (30) calendar days after the dispute first arises ("Negotiation Period"), negotiate in good faith a resolution of the dispute ("Negotiation"). The Negotiation will include no less than two in-person or video or telephonic meetings between senior officials of each Party. In the event that the dispute remains unresolved, the Parties may jointly appoint an independent mediator ("Mediator") and shall share the cost of that Mediator. The mediation shall take place by videoconferencing and the Mediator's decision shall be final.

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 MCW and Mbarara University of Science and Technology are;

Medical College of Wisconsin

Mbarara University of Science
and Technology

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**In the Presence of
for
Medical College of Wisconsin**

2. Laura D. Cassidy, PhD

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**In the presence of
for
Mbarara University of Science and
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**2. Mr. Melchior Byaruhanga
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**3. Mr. Mugumya Timothy Ndiana
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