



**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**MBARARA UNIVERSITY OF SCIENCE AND TECHNOLOGY
UGANDA**

AND

S V P Viswa Vidyapith



Preamble

Mbarara University of Science and Technology, Uganda and SVP Viswa Vidyapith (India), (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, Faculty of Applied Science and Technology, Faculty of Interdisciplinary Studies, Institute of Tropical Forest Conservation and Maternal Newborn and Child Health Institute.

AND

S V P Viswa Vidyapith (hereinafter referred to as "SVPVV"), is a newly formed university to primarily focus on developing curriculum based on global technological evolution on need and job based. The word "Viswa Vidyapith" is auspiciously selected using the one of the oldest languages Sanskrit meaning highest form of studies used in ancient period, today referred to as Universities. We see a gap in university curricula becoming quickly obsolete and rapidly replacing subjects with newer ones specifically in Information and Communication Technology chapters. We come up with the trend to be in line with job-based studies with technical advancements. Here, we focus on IT, Electronic, IT related to security, medical science, cybercrime, Intelligence, Biometrics, Vigilance, Protection and Preventive measures.

We have multifaceted faculties who are in industries which bring in subject values with current trends and realities. Having subject matter experts in our core faculty teams is one of the unique models we follow. This helps in advising the students, participants to relate and apply for jobs soon after completions of their programs.

The educational approach of today is taking a global initiative, integration with similar universities in partnerships is cost beneficial for universities' operative cost and expansion of geographical territories.

Internet and Digitalization have immensely made this possible to share knowledge, subjects of specialties with multiple universities joining hands together in sharing of resources. We bring online teaching to global students with our Iris Biometric Neuroscience in support of investigation as core module which no other university is specialized in. We received welcoming partnerships with universities and associate institutions in USA and Europe. We foresee to bring in an umbrella body approach in taking this educational model to the next level.

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;
- g) In addition, anyone teaching at FIU from SVPVV must have the approved credentials
- h) The Parties stipulate that the use of their respective brands, represented by their headings and logotypes, could only be used by a Party during the term of this MOU
- i) The Subject taught can be integrated as the subjects in main credentials and will also have separate completion certificates.
- j) To have Webinars, Seminars, Workshops, Co-publishing.

- k) To promote each other institution's name and cultures of origin country.
- l) To have competition events between students across the two universities in areas of relevant study programs.
- m) To make lecturers and students understand the academic programs, research institutes, and educational resources of each institution.
- n) 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: Business Model

Both the parties have agreed that cost of each courses taken by the students will be considered on affordable basis, as we understand Ugandan students mostly coming from low income background, there will be subsidized fee to encourage students to take up these courses, also few full scholarship programs to encourage students who have scored well in other subject but financially challenged to take this advanced subject.

The fee cost will have a portion of administrative cost of 10 to 20% shared with local university.

The fee cost shall be agreed and arranged for the student mutually by both parties, if there are special allowances, they will be agreed upon case by case basis.

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 and shall not affect the status of students who have already been accepted for programs initiated prior to the termination of this agreement

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 STEKOM University and Mbarara University of Science and Technology are;

S V P Viswa Vidyapith

Mbarara University of Science and Technology



**1. Emeritus Prof. Dr. V. Ravikumar
Vice Chancellor**

S V P Viswa Vidyapith
India,

Date : 30 /01 /2021
Place : Chennai, India
Tlf.: +919566040567
E Mail: admin@svpou.co.in

**In the Presence of for
S V P Viswa Vidyapith**



**2. Dr. Francis Somerwell
Dean & Registrar**

S V P Viswa Vidyapith, India
Date : 30 /01 /2021
Place : Chennai, India
Tlf.: +919840834604
E Mail: office@svpou.co.in



**2. Mr. Indrajith Kallumgal J
Administrative Officer**

S V P Viswa Vidyapith, India

Date : 30 /01 /2021
Place : Chennai, India
Tlf.: +919744263004
E Mail: office@svpou.co.in



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

Mbarara University of Science and
Technology,
Mbarara, UGANDA

Date : 20 / 04 / 2021

Place : Mbarara, Uganda

Tlf.: +256 4856 60208

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

**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 : 20 / 04 / 2021

Place : Mbarara, Uganda

Tlf.: +256 4856 60601

E Mail: us@must.ac.ug /
mbyaruhanga@must.ac.ug



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

Mbarara University of Science and
Technology, Mbarara, UGANDA

Date : 20 / 04 / 2021

Place : Mbarara, Uganda

Tlf.: +256 4856 60601

E Mail: tmugumya@must.ac.ug /
tmndiana@gmail.com