



## **MEMORANDUM OF UNDERSTANDING**

BETWEEN

**THE UNIVERSITY COURT OF THE UNIVERSITY OF EDINBURGH**, incorporated under the Universities (Scotland) Acts, registered in Scotland as a charity with registration number SC005336 and having its principal office at Old College, South Bridge, Edinburgh, United Kingdom EH8 9YL;

AND

**MBARARA UNIVERSITY OF SCIENCE AND TECHNOLOGY**, established under the 1989 MUST Statute and later ratified by the University and Other Tertiary Institutions Act 2001 as amended and having its principal office at P.O.BOX 1410, Mbarara, Uganda which will be used to serve notices etc.

### **Background**

This Memorandum of Understanding sets out the understanding of each party in relation to collaborative activities between them.

#### **1 Areas of Collaboration**

- 1.1 The parties intend to promote co-operation in teaching, research and service to the community by working together on activities and projects where there is alignment of strategy and objectives.

#### **2 Principles of collaboration**

- 2.1 The principles the parties will follow when working together are:
- to collaborate and co-operate and be open with each other;
  - to share information, experience and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort and be aware of risk and costs;
  - to comply with all applicable laws and best practice.

#### **3 Status**

- 3.1 This Memorandum is not intended to be legally binding and no legal rights or obligations shall arise as a result of its terms except that clauses 4 to 8 below shall be binding. 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.
- 3.2 It is the intention that a formal, legally binding agreement is entered into between the parties to govern arrangements between them in respect of each specific activity and project.

#### **4 Areas for cooperation**

- 4.1 The parties intend to collaborate in the area of clinical ophthalmology.

#### **5 Costs**

- 5.1 Each party shall each bear its own costs and expenses in fulfilling this Memorandum.

#### **6 Information sharing and confidentiality**

- 6.1 Each party shall keep secret all confidential information belonging to the other party which is shared between them and all shared information shall only be used for the purpose of fulfilling this Memorandum. This obligation to keep secret will not apply to information that a party is required by law or a competent court or other authority to disclose.
- 6.2 Each party will ensure that any publicity is accurate and not misleading and does not contain reference to the other (including branding and logo) without that other party's prior written consent.

#### **7 Intellectual Property**

- 7.1 Unless otherwise agreed in writing in relation to specific projects, all intellectual property belonging to a party providing it to the other before, on or after the date of this Memorandum shall remain the property of the party providing it. Any intellectual property rights created in the course of activities anticipated by this Memorandum shall vest in the party which created them (or whose employee created them).

#### **8 Regulatory**

- 8.1 Neither party will treat any person or group of people less favourably than another on the grounds of race, colour, religion or philosophical belief, ethnicity, sex, age, disability, nationality, marital status and gender.
- 8.2 Each party will comply with all applicable laws and regulation relating to anti-bribery and anti-corruption including the Bribery Act 2010 of the United Kingdom and the anti-corruption policy of the other party as stated in the MUST Human Resource Manual 2010 and the Anti-Corruption Act No. 6 of 2009 and each will not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity or practice had been carried out in the United Kingdom.
- 8.3 Each party will comply with all applicable laws and regulation relating to anti-slavery and human trafficking including the Modern Slavery Act 2015 of the United Kingdom and relevant policies of the other party as well as the 2009 Prevention of Trafficking in Persons Act Uganda and each will not engage in any activity, practice or conduct which would constitute an offence under the Modern Slavery Act 2015 if such activity or practice had been carried out in the United Kingdom.

**9 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 fulfil 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.

## 8 Term

- 9.1 This Memorandum shall be effective for a period of three (3) years from the date of final signature.
- 9.2 The parties agree that this Memorandum and any arrangements anticipated by it may be terminated by one party giving the other party 6 months' notice in writing or by giving immediate notice in writing where the party giving the notice considers, acting reasonably, that any action or omission of the other party adversely affects the good reputation of the party giving such notice.

IN WITNESS WHEREOF this Memorandum of Understanding is signed as follows:

Authorised signatory on behalf of the University Court of the University of Edinburgh	 ..... Professor Peter Mathieson Principal and Vice-Chancellor <a href="mailto:principal@ed.ac.uk">principal@ed.ac.uk</a>
Date of signing: 15.2.21 .....	Place of Signing: Edinburgh, UK
In the presence of: for the University of Edinburgh	 ..... Dr Christina Mathieson
Date of signing: 15/2/21 .....	Place of Signing: Edinburgh, UK

Authorised signatory on behalf of Mbarara University of Science and Technology (MUST)	<div data-bbox="938 383 1127 472" data-label="Text">  </div> <div data-bbox="834 486 1192 651" data-label="Text"> <p>Prof. Celestino Obua Vice Chancellor <a href="mailto:celestino.obua@must.ac.ug">celestino.obua@must.ac.ug</a> <a href="mailto:vc@must.ac.ug">vc@must.ac.ug</a></p> </div> <div data-bbox="1175 313 1489 627" data-label="Image">  </div>
Date of signing: 09/03/2021	Place of Signing: Mbarara, Uganda
In the presence of: for Mbarara University of Science and Technology,	<div data-bbox="829 846 1117 958" data-label="Text">  </div> <div data-bbox="834 954 1182 1135" data-label="Text"> <p>Mr. Melchior Byaruhanga University Secretary <a href="mailto:us@must.ac.ug/">us@must.ac.ug/</a> <a href="mailto:mbyaruhanga@must.ac.ug">mbyaruhanga@must.ac.ug</a></p> </div>
Date of signing: 09/03/2021	Place of Signing: Mbarara, Uganda
	<div data-bbox="943 1397 1036 1458" data-label="Text">  </div> <div data-bbox="834 1471 1221 1653" data-label="Text"> <p>Mr. Mugumya Timothy Ndiana Legal Officer <a href="mailto:tmugumya@must.ac.ug/">tmugumya@must.ac.ug/</a> <a href="mailto:tmndiana@gmail.com">tmndiana@gmail.com</a></p> </div>
Date of signing: 09/03/2021	Place of Signing: Mbarara, Uganda