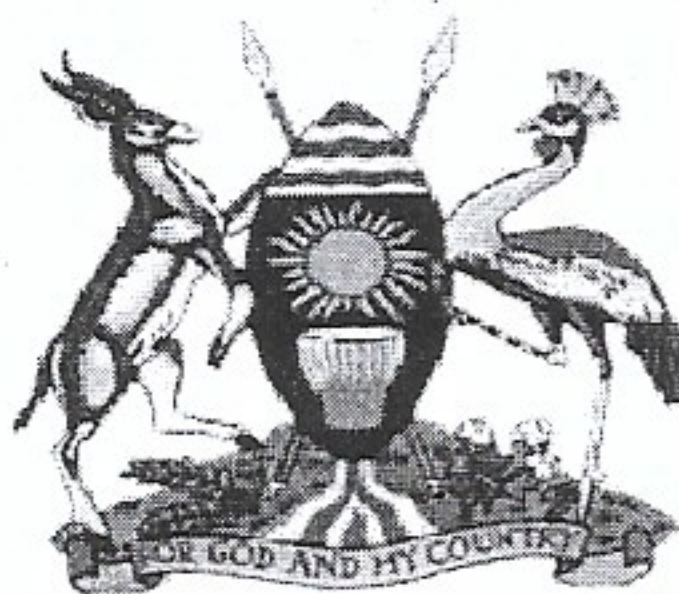


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THE REPUBLIC OF UGANDA

Embassy of Uganda
Plot 8467/C
Quartier Mirroir - Kiyange
B.P.5155 Mutanga
Bujumbura-Burundi

ADM/ 1/012/21

25th January 2021

The Vice Chancellor
Mbarara University of Science and Technology
Mbarara

FORWARDING OF SIGNED COPIES OF THE MEMORANDUM OF UNDERSTANDING BETWEEN MBARARA UNIVERSITY OF SCIENCE AND TECHNOLOGY AND UNIVERSITY OF NGOZI

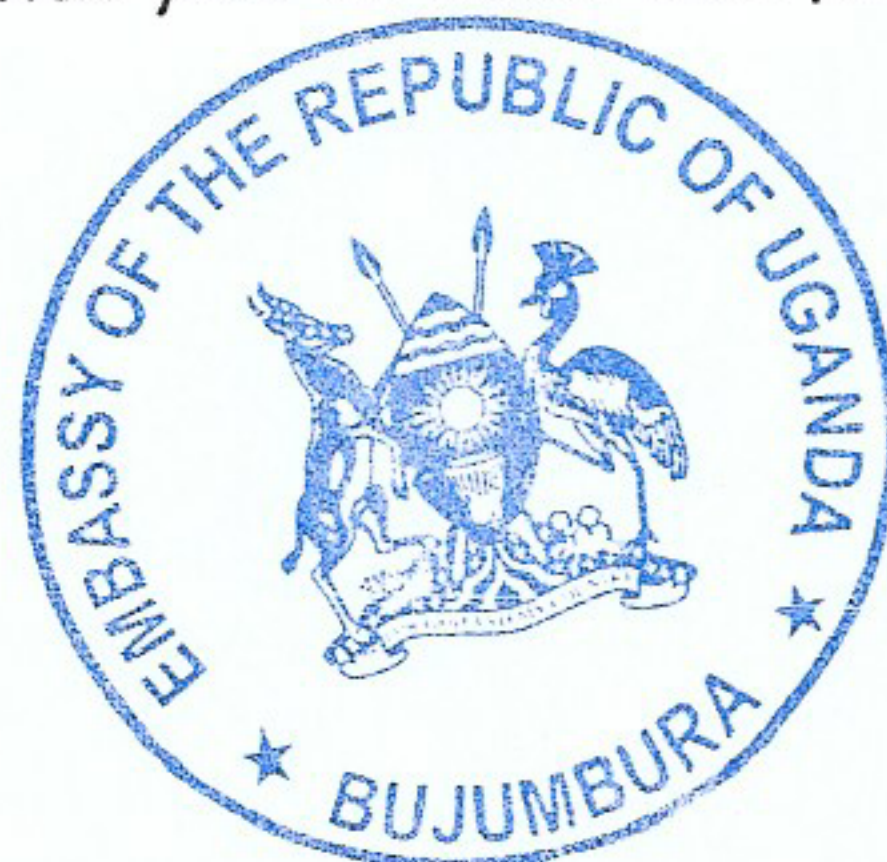
Please find herewith enclosed a signed copy of the Memorandum of Understanding Between Mbarara University of Science and Technology and University of Ngozi, for your record.

On behalf of the Embassy of Uganda in Bujumbura, I wish to extend to you warm congratulations on this achievement and salute your dedication and willingness to build a partnership with University of Ngozi.

At an appropriate time when the current COVID-19 restrictions are lifted, the Embassy together with the University of Ngozi will coordinate a visit from Mbarara University to Burundi to facilitate the concretization of the MOU as a first step towards its implementation.

We look forward to working with you to build this partnership.

Wafula James Bichachi
For: Ambassador



Encls..



**MEMORANDUM OF UNDERSTANDING
BETWEEN
MBARARA UNIVERSITY OF SCIENCE AND
TECHNOLOGY**



**AND
UNIVERSITY OF NGOZI
ON COOPERATION AND COLLABORATION IN THE
FIELDS OF EDUCATION AND HEALTH**

PREAMBLE

WHEREAS, Mbarara University of Science and Technology (MUST) having its principle address at P.O Box 1410, Mbarara, Uganda, hereinafter referred to as MUST and University of Ngozi (UNG) with its principle address at Ngozi City, Burundi, hereinafter referred to as UNG (herein after collectively referred to as "the parties" or "the institutions") both have health science-related educational programs; and

WHEREAS both institutions have, inter alia as one of their objectives, to provide directly or in collaboration with other institutions of higher learning facilities for University education including technological and professional education and research; and participate in the discovery and transmission of knowledge and the stimulation of intellectual life; and

WHEREAS, Mbarara University of Science and Technology and University of Ngozi, desire to establish certain exchange programs beneficial to the respective educational Institutions and to promote the development of joint studies, research and training activities, and other educational exchanges of mutual interest;

NOW THEREFORE, in contemplation of the mutually beneficial relationships to be established, and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby agreed to and accepted, the Parties agree as follows:

Article 1: Purpose

1.1 The purpose of this Memorandum of Understanding is to provide a framework for cooperation and collaboration between the parties /the institutions, as well as their respective academic, research, clinical and administrative units, as shall be mutually agreed upon;

Article 2: Scope of the Memorandum of Understanding

2.1 The Scope of the Memorandum of Understanding shall cover all agreed activities between the parties/the institutions at the time of signing the Memorandum of Understanding, as well as incorporate activities that shall be agreed to mutually in future;

2.2 The parties /the institutions may enter into specific written agreements whenever appropriate, to clarify and define the nature, extent, and terms of operation for the proposed collaborations, including intellectual property ownership and funding issues.

Article 3: Agreed Activities

3.1 The areas of cooperation shall include, subject to mutual consent, any desirable and feasible activity that would further the goals of each institution. Such interaction may include cooperation in a variety of joint academic and education activities such as:

- a) Medical Education
- b) Student Training
- c) Research Collaboration
- d) Innovations
- e) Supervision of graduate students
- f) Joint research projects and publications, including work by undergraduate, graduate, and post-doctoral students at the partner institutions;
- g) Reciprocal placement of students in paid internships when possible;
- h) Joint Conferences and Workshops;
- i) Exchange Visits by Faculty, professional staff, and students
- j) Resident Training
- k) Partner with third parties in cooperation activities

3.2 Cooperation and exchanges may take place with undergraduate, graduate, or post-doctoral students. Each exchange shall be for the duration jointly agreed between the parties;

3.3 Students may engage in paid internship opportunities through placements by the host university, providing they meet the legal criteria of the host country.

3.4 If faculty members from each institution are engaged in collaborative research projects, doctoral students at one institution may visit and work in the lab of the faculty member at the other institution and incorporate the work done as part of their dissertation research.

3.5 When connected to funded research projects, the host university will endeavour to provide a stipend for the visiting doctoral student.

Article 4: Institutional Mechanisms for Implementation

4.1 To facilitate implementation of this Memorandum of Understanding, a Cooperation Coordination Committee (CCC) shall be formed. The CCC will be composed of members from both Institutions with one Chair and one Liaison from each Institution.

4.2 It shall be the CCC's responsibility to carry out collaboration-related duties and to report to the Deans /or other authorized offices of both Institutions.

4.3 The CCC members shall be agreed on mutually.

Article 5: Financing of Activities Under the MOU

5.1 Resources for implementation of the activities under this Memorandum of Understanding shall come from either party, depending upon budgetary availability.

5.2 The two parties hereto undertake to jointly 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.

5.3 No implementation of any portion of this Memorandum of Understanding or commencement of any specific projects may be initiated prior to the written assurance of adequate budgetary resources.

Article 6: Duration of Memorandum of Understanding

- 6.1 This Memorandum of Understanding shall continue for a period of five (5) years, unless terminated by one of the parties.
- 6.2 This Memorandum of Understanding may be renewed upon mutual written consent of the two parties /institutions before the expiration date
- 6.3 Either party /institution may withdraw from this Memorandum of Association, provided written notification of the withdrawal is given to the other institution at least three (3) months prior to the desired withdrawal date.
- 6.4 In the event of withdrawal from the Memorandum of Understanding, or its termination, consideration will be given to on-going cooperation activities and any consequences on these activities shall be addressed mutually by the parties.

Article 7: Entry In to Force

- 7.1 This Memorandum of Understanding shall come into force from the date of execution and appendage of signatures by the parties.

Article 8: Amendment to the Memorandum of Understanding

- 8.1 The Memorandum of Understanding may be amended or revised if both parties agree. Such amendments or revision shall be effective from the date of signature.

Article 9: Resolution of Disputes

- 9.1 Any dispute that may arise from the implementation or interpretations of this agreement shall be resolved by negotiation between the two parties.
- 9.2 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 10: Force Majeure

10.1 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.

10.2 Upon notification of the occurrence of such a situation or even, 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 Memorandum of Understanding.

10.3 However, if the reasons for suspension have not been eliminated within six (6) 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.

Article 11: Intellectual Property Rights

11.1 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 commercialisation 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 12: Execution

IN WITNESS WHEREOF, the authorized representative(s) of Mbarara University of Science and Technology and University of Ngozi have executed two (2) copies of this Memorandum of Understanding on thisday of 2020

University of Ngozi



1. Fr. Apollinaire Bangayimbaga
Rector

University of Ngozi
Burundi,

Date : 13 / 01 / 2021

Place :

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Mbarara University of Science
and Technology



1. Prof. Celestino Obua
Vice Chancellor

Mbarara University of Science and
Technology,

Mbarara, UGANDA

Date : 19 / 11 / 2020

Place :

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celestino.obua@must.ac.ug

In the Presence of



University of Ngozi, BURUNDI
Direction des Services Académiques

2. Mr. Liboire Ngendahayo
Director for Academic Affairs

University of Ngozi
Burundi

Date : 13 / 01 / 2021

Place :

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In the presence of
for

Mbarara University of Science &
Technology, Mbarara UGANDA

2. Mr. Melchior Byaruhanga
Ag. University Secretary

Mbarara University of Science and
Technology, Mbarara, UGANDA

Date : 19 / 11 / 2020

Place :

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3. Mr. Emmanuel Nzobonimpa

Lawyer / Legal Officer

University of Ngozi
Burundi

Date : 13 / 1 / 2021

Place :

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uningozi@yahoo.fr

3. Mr. Mugumya Timothy Ndiana

Legal Officer

Mbarara University of Science and
Technology, Mbarara, UGANDA

Date : 19 / 11 / 2020

Place :

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tmndiana@gmail.com