



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.

