

**MEMORANDUM OF UNDERSTANDING  
FOR ACADEMIC AND SCIENTIFIC COOPERATION  
BETWEEN  
THE REGENTS OF THE UNIVERSITY OF MICHIGAN  
ON BEHALF OF ITS  
MEDICAL SCHOOL  
AND  
MBARARA UNIVERSITY OF SCIENCE AND TECHNOLOGY**

**Purpose**

The purpose of this Memorandum of Understanding (“MOU”) is to promote cooperation in medical education and scientific research between the Regents of the University of Michigan, a Michigan Constitutional corporation, on behalf of its Medical School, located in Ann Arbor, Michigan, United States of America, and Mbarara University of Science and Technology (MUST), located in Mbarara, Uganda

**Types of Cooperation**

Through this MOU, both parties affirm the value of international collaboration and agree to endeavor to promote academic and scientific activities including, but not limited to, the following:

- Joint research projects in fields of mutual interests;
- Exchange of academic publications and reports;
- Sharing of experiences in innovative teaching methods and course design;
- Organization of joint symposia, workshops, and conferences;
- Opportunities for faculty development and exchange;
- Opportunities for student mobility; and
- Opportunities for visiting research scholars.
- Facilitation of discussions for collaboration with additional academic units at the University of Michigan.

**Indemnity**

This MOU does not create any legally binding obligations between the parties, nor does it place any financial obligations or supplementary funding commitments on either party. Specific activities will be established and defined through separate written agreements that detail the terms, conditions, and commitment of resources (financial or otherwise) required of each party in connection with the specific activity.

### **Confidentiality**

The parties may wish, from time to time, in connection with work contemplated under the MOU, to disclose confidential information to each other. Each shall use reasonable efforts to prevent the disclosure of any of the other party's confidential information to third parties during the Term of the MOU and any extensions thereof for a period of ten (10) years from termination of the project, provided that the obligation of the party receiving confidential information shall not apply to information that:

### **Amendment**

This agreement may be amended at any time with the mutually written notice by the Parties.

### **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 agreed upon by the parties and governed by the Laws of Arbitration that both countries follow.

### **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 contract. However, if the reasons for suspension have not been eliminated within three (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.

### **Term**

This MOU will become effective upon the date of signature by both parties and shall remain valid for a period of five (5) years from the date of the last signature, with the understanding that it may be modified only by the written mutual consent of both parties. Either party may terminate this MOU with advance written notice to the other party of at least thirty (30) days.

### **Agreement Copies**

This MOU is hereby signed in two (2) copies of which shall be equally valid with one (1) copy remaining in the possession of each party.

**Execution**

This agreement is executed by the Regents of the University of Michigan and the University of Michigan Medical School and the Vice Chancellor of Mbarara University of Science and Technology.

**THE REGENTS OF THE UNIVERSITY OF MICHIGAN**

By: James Paul Holloway  
James Paul Holloway  
Vice Provost for Global Engagement and  
Interdisciplinary Academic Affairs  
Arthur F. Thurnau Professor

Dated: April 10, 2018

**THE UNIVERSITY OF MICHIGAN MEDICAL SCHOOL**

By: Joseph C. Kolars  
Joseph C. Kolars, MD  
Senior Associate Dean for Education and  
Global Initiatives

Dated: April 10, 2018

**MBARARA UNIVERSITY OF SCIENCE AND TECHNOLOGY**

By: Celestino Obua  
Celestino Obua, MD, PhD  
Vice Chancellor



Dated: 04/10/2018

By: Melchoir Byaruhanga  
Melchoir Byaruhanga  
University Secretary

Dated: 04/10/2018

By: Timothy Ndiana Mugumya  
Timothy Ndiana Mugumya  
University Legal Officer

Dated: 04/10/2018