



MAKERERE UNIVERSITY



MEMORANDUM OF UNDERSTANDING

BETWEEN

UGANDA MARTYRS UNIVERSITY (UMU),

the host of the African Centre of Excellence in Agro-Ecology and Livelihood Systems

(ACALISE)

AND

MAKERERE UNIVERSITY

College of Veterinary Medicine, Animal Resources and Bio-Security

(COVAB)

(PARTNER)

This Memorandum of Understanding (hereinafter referred to as "MOU") is made this ^{31st} day of May 2018

BETWEEN

Uganda Martyrs University (hereinafter referred to as "UMU"), a faith-based not-for-profit private University, owned by the Uganda Episcopal Conference and whose official postal address is P. O. Box 5498, Kampala, Uganda. UMU is the host to the World Bank/Government of Uganda-sponsored *African Centre of Excellence in Agroecology and Livelihood Systems* (hereinafter referred to as "ACALISE") under the Eastern and Southern Africa Higher Education Centres of Excellence Project (hereinafter referred to as ("ACE II") whose overall Project Development Objective (hereinafter referred to as "PDO") is *to strengthen the capacities of Universities to deliver high quality training and build collaborative research capacity in regional priority areas,*

AND

Makerere University, College of Veterinary Medicine Animal Resources and Biosecurity (COVAB) (hereinafter referred to as "Partner"), COVAB's primary aim is to nurture citizens to become productive, entrepreneurial job creators, skilled and with sufficient capacity to transform the existing challenges in the animal resources world into economic and livelihood opportunities

Whose postal address is P. O. Box 7062, Kampala Uganda.

Now this MoU witnesseth as follows:

Article 1: Goals of the Collaboration

- 1.1 To work together as partners for the achievement of the overall PDO for the ACE II Project and ensure timely production of the desired results at ACALISE.
- 1.2 To undertake mutual activities and programmes aimed at ensuring timely realization of the following interventions at ACALISE:
 - 1.2.1 Training of the all-round scientist who is not only academically excellent but also ethically sound and morally mindful of both his/her needs and the needs of others and of the environment.
 - 1.2.2 Popularization of sustainable and climate smart agricultural systems like Agro-ecology and food value chains
 - 1.2.3 Promotion of mutual collaborations with research institutions, academic institutions, Government

Article 2: Specific Activities to be undertaken by the Partner

- i. All activities to be undertaken by the partner will be detailed in a separate Letter of Engagement, jointly developed by the parties which will be an integral part of this MoU.
- ii. The Letter of Engagement will provide an outline of all activities, targets to be achieved and guiding rules/regulations
- iii. The Letter of Engagement will stipulate the financial requirements and related conditions for the activities to be undertaken and the timeframe within which to deliver the results.

Article 3: Duration of the MoU

This MOU will be valid for a period of four (4) years from/February 2018 to date...../..... 2020. Any further extension beyond the ACALISE project period will be agreed upon by the parties.

Article 4: Autonomy Clause:

UMU and MAK COVAB agree that each of the parties retains their full autonomy for the day-to-day running in accordance to their respective policies, rules, and regulations, without anything being imposed by either party onto the other provided that results are delivered on time in line with the goals in Article 1.

Article 5: Copyright and patenting

Ownership of any intellectual property rights developed or created in a joint research during the course of this Memorandum of Understanding shall be vested in both parties.

Article 6: Dispute Management

6.1 The parties shall endeavor to resolve all disputes amicably, as the first and main resort.

6.2 In the event of failure to resolve disputes amicably and where the delay to resolve the dispute(s) negatively affect(s) the timely achievement of the goals in Article 1, the MoU shall automatically be terminated.

6.3 As a last resort, Courts of Law shall be engaged, particularly in the event of possible abuse of project funds or failure to provide proper and timely financial accountabilities for monies obtained from UMU.

6.4 In case of dispute resolution between partners the Uganda courts of law shall be the competent courts of arbitration.

Article 7: Termination

Inadequate performance and inappropriate financial management shall be the main cause for the termination of MoU, and hence, of the collaboration. Inadequate performance is defined as failure to achieve, in a TIMELY MANNER, the mutually agreed upon targets or comply with any other commitments agreed upon in the contract.

Law applicable

This Memorandum of Understanding shall be governed and interpreted in accordance with the laws of Uganda.

Article 8: Article Force Majeure

In case of circumstances beyond the control of any of the parties, either of the parties shall not be held liable.

IN WITNESS WHEREOF, the parties affix their respective hands and signatures on this MoU on the date aforementioned:



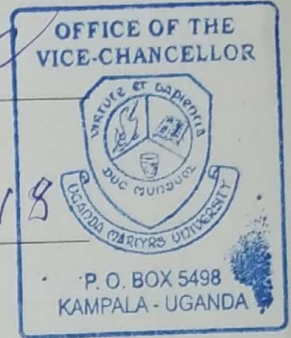
On behalf of:
MAKERERE UNIVERSITY



[Signature]
Prof. Barnabas Nawangwe
VICE CHANCELLOR

Date: _____

On behalf of:
UGANDA MARTYRS UNIVERSITY



[Signature]
Rev. Prof. John C. Maviiri
VICE CHANCELLOR

Date: 31 May 2018

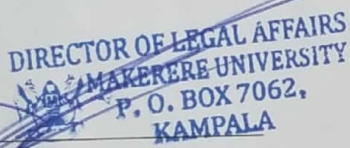


[Signature]
Prof. John David Kabasa
PRINCIPAL, COVAB
P. O. BOX, 7062, KAMPALA, UGANDA

[Signature]
Assoc. Prof. Julius Mwine
PRINCIPAL INVESTIGATOR, ACALISE

In the Presence of:

[Signature]
Henry Mwebe
DIRECTOR, LEGAL AFFAIRS



In the Presence of:

[Signature]
Name: _____
LEGAL OFFICER

