MEMORANDUM OF UNDERSTANDING

between

MAKERERE UNIVERSITY
COLLEGE OF AGRICULTURAL AND ENVIRONMENTAL SCIENCES
KAMPALA, UGANDA

and

THE OHIO STATE UNIVERSITY
COLLEGE OF FOOD, AGRICULTURAL, AND ENVIRONMENTAL SCIENCES
COLUMBUS, OHIO, USA

In accordance with the mutual desire to promote further cooperation between the United States of America and Uganda, Makerere University College of Agricultural and Environmental Sciences, Kampala, Uganda hereafter referred to as (MAK), and The Ohio State University College of Food, Agricultural and Environmental Sciences, Columbus, Ohio, USA, hereafter referred to as (OSU/CFAES), enter into this agreement for the purpose of educational and cultural exchange.

This Memorandum of Understanding builds on and is meant to replace previous existing arrangements between MAK and OSU, with the intent of extending the existing relationship which was initiated in the 1970s.

ARTICLE 1: OBJECTIVE OF THE AGREEMENT

(a) This Agreement is based on the collaboration hereby established between the two universities in the fields of agriculture and environmental sciences with the aim of forging and strengthening links between the two Universities in areas of research and exchanges of staff, faculty, and students.

(b) The Agreement will expand to other areas of interest on mutual agreement of both Universities.

ARTICLE 2: NATURE OF THE COLLABORATION

The Collaboration shall take the following form:

(a) Research collaboration.

(b) Exchange of visiting faculty, staff and students between the various cooperating academic units.

(c) Mutual exchanges of information such as theses, teaching materials, and scientific and technological literature.

(d) Institutional development and capacity building shall be integrated into all collaboration activities.

(e) The above named activities shall each be subject to separate Sub-Agreements and their implementation shall be subject to the availability of funds.

(f) Where the provisions of the Sub-Agreements conflict with the Memorandum of Understanding, the latter shall take precedence.

(g) The Sub-Agreements at all times should be read together with the Memorandum of Understanding.
ARTICLE 3: EXCHANGE OF FACULTY

For as long as this Agreement is valid and depending on the availability of resources, mutual exchange of faculty, lecturers or researchers will be part of the collaboration. The hosting University will assist visiting faculty in obtaining suitable accommodation. The visiting faculty shall abide by the rules and regulations of the host University as well as the laws of the host country. Prior to any exchange of faculty, both Universities agree to establish a formal Faculty Exchange Sub-Agreement.

ARTICLE 4: EXCHANGE OF STUDENTS

(a) The Universities shall from time to time, upon mutual agreement and availability of funds, accept a limited number of students.
(b) The host University shall whenever possible assist the students in obtaining suitable accommodation, residence and study/research permits, and where applicable, the necessary supervision during their periods of stay in either Uganda or United States of America.
(c) The students shall abide by the rules and regulations of the host University as well as the laws of the host country.
(d) Prior to any exchange of students, both Universities agree to establish a formal Student Exchange Sub-Agreement.

ARTICLE 5: COSTS OF THE COLLABORATION

(a) It is understood that any financial arrangements will be negotiated in each specific case and will depend upon the availability of funds. Each party agrees to seek financial resources for supporting such exchanges and collaboration.
(b) Details of financial arrangements to support the implementation of each activity shall be worked out and approved between the two Universities.
(c) Both Universities shall endeavor to secure local and foreign financial support for the implementation of this Agreement.
(d) Externally funded collaboration projects shall be subject to rules, regulations, procedures and practices as required by the external sponsor with regard to implementation, management and reporting.

ARTICLE 6: SCOPE OF THE AGREEMENT

This General Agreement is not to be deemed to be a contract creating legal and financial relationships between the parties. Rather, it is designed to facilitate and develop a mutually beneficial exchange process and research and educational relationships.

ARTICLE 7: AMENDMENT, DURATION AND TERMINATION OF THE AGREEMENT

This General Agreement shall become effective once it has been signed by both parties and shall be in force for five (5 years). It may be renewed for additional five years if both institutions, acting independently, agree in writing to renew it at least six (6) months before it expires. Either party may terminate this agreement at any time upon 120 days written notice to the other party. Termination of the General Agreement shall not affect activities in progress pursuant to specific activity agreements, which shall continue until concluded by the parties in accordance with their terms or as otherwise agreed by the parties in writing. The present Agreement may be modified by mutual consent of the Parties, formalized through written communication specifying the date when it will take effect.
ARTICLE 9: USE OF INTELLECTUAL PROPERTY

Each party reserves the right to publish the results of this Collaboration. Before submission for publication, however, each party shall notify the other of its intention to publish, and shall submit the manuscript to the other party for review and comment. The reviewing party shall have thirty (30) days from receipt of the manuscript to present any written comments to the other party. The reviewing party's comments shall be given due consideration by the other party. The publication of the results may be delayed at the reviewing party's written request for a period not to exceed ninety (90) days if it contains a disclosure of an invention(s) on which either party desires to file a United States or foreign patent. It is understood that in no case can this provision for delay of publication cause a delay in the normal academic progress of a graduate student of either party with respect to preparation and submission of a graduate thesis or dissertation. Any ownership of inventions will be determined pursuant to US or Ugandan patent laws.

ARTICLE 10: CONFLICT RESOLUTION

Both parties shall use their best efforts to resolve any disputes that arise between them from the interpretation and enforcement of the Agreement. Where both parties fail to resolve the dispute(s) amicably within 30 (thirty) days from the time the dispute arose, the dispute(s) shall be referred to mediation. Such mediation shall be non-binding.

ARTICLE 11: LIAISON

Each party shall designate a person or office to serve as liaison for implementing the Agreement.

For Ohio State University, the contact will be:
Dr. Mark Erbaugh, Director, International Programs in Agriculture.
113 Agricultural Administration Bldg.
2120 Fyffe Rd
Columbus, OH 43210
Erbaugh.1@osu.edu
614-292-7252

For Makerere University, the contact person will be:
Prof. Samuel Kyamanywa
Ag. Principal
College of Agricultural and Environmental Sciences
P. O. Box 7062
Kampala
Tel: +256 414 532277
skyamanyw@agric.mak.ac.ug
IN WITNESS WHEREOF the parties hereto execute this Agreement on the date written below,

Signed on behalf of:

The Ohio State University

Dr. Bruce A. McPherson

Vice President, Agricultural Administration
Dean, College of Food, Agricultural, and Environmental Sciences
The Ohio State University

Makerere University

Prof. John Ddumba-Ssentamu

Vice Chancellor
Makerere University

Witness by:

Geoffrey S. Chatas

Senior Vice President for Business and Finance and CFO
The Ohio State University

September 5, 2013
Date

Goddy Muhanguzi Muhumuza

Senior Legal Officer & Head Legal Unit
Makerere University

Nov 25, 2013
Date

Nov 09, 2013
Date