

THE AGREEMENT OF COOPERATION

BETWEEN

MAKERERE UNIVERSITY

AND

BAR-ILAN UNIVERSITY OF ISRAEL

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THE AGREEMENT OF COOPERATION(hereinafter referred to as "The Agreement") made this 05th day of April 2013.

Between

Makerere University (hereinafter referred to as "Makerere University") of P.O. Box 7062 Kampala, Uganda.

And

Bar-Ilan University of Israel(herein after referred to as "Bar Ilan University") Bar Ilan University, Ramat Gan 52900, Israel.

THE AGREEMENT WITNESSETH AS FOLLOWS:

ARTICLE 1: PURPOSE OF THIS AGREEMENT

The purpose of this agreement is to further academic exchange, cooperation, staff development and training for appropriate Makerere University staff at Bar Ilan University; upgrade of Makerere University's laboratory and research facilities modelled on Bar Ilan University's state-of-the-art research laboratories, technological research and development (R&D), and innovations facilities.

ARTICLE 2: FORMS OF COOPERATION

The forms of cooperation which are envisaged are:

1. Student exchange.
2. Makerere University staff training at Bar Ilan University.
3. Upgrade of Makerere University research facilities modelled on Bar Ilan University's state-of-the-art research facilities in the Health Sciences, Engineering and Technology and Natural Science/Advanced Material Sciences.
4. Post-doctoral exchange in the Health Sciences, Engineering and Technology and Natural Sciences/Advanced Material Sciences.
5. Staff exchange in the Health Sciences, Engineering and Technology and Natural Sciences/Advanced Material Sciences.
6. Scientific cooperation.
7. Joint conferences and workshops.

Article 2.1: Student exchange

Makerere University and Bar Ilan University agree to exchange students at the level of master's or Ph.D. studies. They agree to mutually waive the admission fee for the students exchanged and jointly apply for and develop special technical and capacity building scholarships/fellowships to enable Bar Ilan University support Makerere University's research staff development and capacity building needs. The number of students exchanged and Makerere University staff equipped at Bar Ilan University will be determined by further agreement between the participating institutions, but will not exceed 10 per academic year. The implementation of this article depends on the

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conclusion of sub-agreements between the participating institutions' faculties, determining the mutual willingness to exchange students.

Article 2.2: Post-doctoral exchange

Makerere University and Bar Ilan University agree to facilitate post-doctoral exchanges. They will provide the post-doctoral fellows an opportunity to contribute to teaching and research and new knowledge.

Makerere University and Bar Ilan University will jointly apply for and develop funded post-doctoral fellowships for mutual benefit of either institution with support from but not limited to either University's home Government: the Republic of Uganda for Makerere University; and the State of Israel for Bar Ilan University. The two Universities do not accept any financial obligations in this regard except by prior joint and mutual agreements as shall be detailed in annexes/addendums to this agreement.

Article 2.3: Staff exchange

Makerere University and Bar Ilan University will exchange staff members for specified periods of time. The purpose of this exchange is to allow staff members to participate both in the teaching and the research projects of the other institution. To this end, Makerere University and Bar Ilan University will exchange lists of staff members who are interested in such exchanges. They agree to seek funding for the purpose of staff exchange.

Article 2.4: Scientific cooperation

a) Makerere University and Bar Ilan University will co-operate scientifically, inter alia, by exchanging information concerning current research projects, by promoting contacts between researchers who are active in the same disciplines, and by promoting common research projects, including joint Ph.D. research projects, and by jointly seeking funded scientific, technological and innovations research and development (R&D) opportunities in Uganda/East Africa, in Israel and globally, such as from the World Bank. It should be understood that Bar Ilan University does not allow joint Ph.D. degrees awarded by both institutions. As such, Ph.D. diplomas will be awarded by one university.

b) Makerere University and Bar Ilan University agree to jointly seek funding for the purpose of scientific, research and development (R&D), innovations and technological cooperation:- towards contributing to socio-economic transformation of both countries; towards Bar Ilan University supporting Makerere University in its critical role in the socio-economic transformation of Uganda through science, technology and innovations; and specifically towards the promotion of the Presidential Initiative on Science, Technology and Innovations at Makerere University. Sources such as the World Bank's Initiative will be examined.

d) Makerere University and Bar Ilan University will each appoint one or two contact persons who will coordinate the implementation of article 2.4 and ensure smooth mutual contacts in that regard.

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Article 2.5: Joint conferences and workshops

Makerere University and Bar Ilan University agree to consider with favour the organisation of joint scientific conferences and workshops in Uganda or in Israel according to the mitigating circumstances.

ARTICLE 3: FINANCIAL ARRANGEMENTS

Makerere University and Bar Ilan University express their intention and commitment to contribute as much as possible to the successful implementation of the agreement and the setting-up of activities and exchanges as described in Article 2. They undertake no obligation to pay salaries or to compensate the costs incurred by students, post-doctoral fellows and staff of the other institution and related to the activities which fall within the scope of this agreement, except by prior joint and mutual agreements as shall be detailed in annexes/addendums to this agreement.

ARTICLE 4: Duration

The present agreement will take effect when signed by both parties. The agreement will be valid for five (5) years.

ARTICLE 5. Dispute resolution

In the event of any dispute arising between the parties relating to this agreement, the parties shall use their reasonable endeavors to settle such difference amicably. Any dispute arising out or in connection with this agreement, which cannot be resolved by amicable settlement between the parties, shall be finally settled by a mutually appointed arbitrator(s).

ARTICLE 6. Amendment

6.1 This Agreement may be modified upon the mutual written consent of the parties. Modifications must be signed by the original signatories to the Agreement, or their designees or successors. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this Agreement.

6.2. This agreement may be complemented with annexes/addendums concerning specific forms of academic exchange and cooperation. These annexes/addendums may be proposed and signed at a later date. Once they are signed by both parties, they are considered an integrated part of this agreement.

ARTICLE 7. Termination

This MOU may be terminated by either party giving six (6) months written notice to the other.

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ARTICLE 8. Intellectual Property Rights

- a) Any Intellectual Property Right brought by one of the Parties for the implementation of the cooperation activities under this Agreement shall remain the property of that Party.
- b) Any Intellectual Property Right, data and information resulting from research activities conducted under this agreement shall be jointly owned by Makerere University and Makerere University shall be allowed to use such property for any purpose. Should TIF be interested in obtaining the intellectual property right, data and information resulting from the activities under this Agreement, the consent of Makerere University shall be obtained from its authorized representative, who will have the sole discretion to determine whether or not it shall be obtained at a cost.
- c) If either of the Parties wishes to disclose confidential data and/or information resulting from the cooperation activities under this agreement to any third Party, the disclosing Party must obtain prior consent from the other Party before any disclosure can be made.

ARTICLE 9. Law Applicable

This Agreement and or activities embodied herein shall be governed by the laws of their respective countries.

ARTICLE 10. Force Majeure

Neither party shall be liable for any delay or default if such delay in performance or other failure to perform their respective obligations under this agreement is the result of an event of Force Majeure, which includes, but is not limited to, government restrictions, wars, floods, strikes, fire.

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14. Signatures

IN WITNESS whereof the parties hereto set their respective hands;

SIGNED for and on behalf of:

Makerere University

Bar-Ilan University

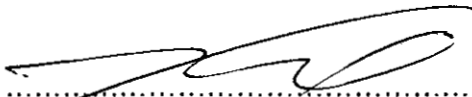


Prof. John Ddumba-Ssentamu
Vice-Chancellor



Professor Benjamin Ehrenberg
Vice President, Research

In the Presence of:



.....
Mr. Goddy Muhanguzi Muhumuza
Senior Legal Officer & Head Legal Unit



.....
Name
Title