



MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
UNIVERSITY OF RWANDA
AND
THE UNIVERSITY OF MALAWI

This Memorandum of Understanding (hereinafter referred to as "MoU") is entered into between;

University of Rwanda (hereinafter referred to as "UR") with its head office in Kigali, Kicukiro district, Rwanda, www.ur.ac.rw, P.O BOX 4285 Kigali, represented by **Professor Philip Cotton**, the Vice-Chancellor, on one part;

And

The University of Malawi (hereinafter referred to as "UNIMA") with its head office Zomba, Malawi, www.unima.mw, P.O. Box 278, Zomba, represented by **Professor John Kalenga Saka**, the Vice-Chancellor, on the other part

Preamble

WHEREAS in accordance with a mutual objective to promote cooperation in higher education, research and following exchange visits, discussions and correspondences, a formal broad Memorandum of Understanding is made between the University of Malawi and University of Rwanda;

WHEREAS UNIMA and UR have mutual interest in the fields of education and training, research and development, transfer of technology and dissemination of knowledge on a long-term basis;

WHEREAS in order to execute this objective there is a need to establish co-operation and to make optimal use of various potentials and capacities of the Collaborating Institutions;

AND WHEREAS IN FOSTERING success in the collaboration between the Collaborating Institutions, cooperation between members of academic staff is inevitable;

NOW THEREFORE in order to extend the effective and mutually beneficial cooperation and develop academic and cultural exchange in education, research and other areas, UNIMA and UR hereby intend to cooperate toward the internationalization of higher education.

Article 1: Purpose of the MoU

Both institutions commit to encourage direct contact and cooperation between their academic, research, technical and administrative staff

Article 2: Areas of cooperation

Within fields that are mutually acceptable, the following general forms of cooperation will be pursued:

- (i) Staff and students for study and research.
- (ii) Study abroad programs.
- (iii) Students exchange programs.
- (iv) Visits by and interchange of staff for research, teaching and other consultations.
- (v) Exchange of information including, but not limited to, exchange of library resources and research publications.
- (vi) Collaborative research activities.
- (vii) Postgraduate training

Article 3: Financial arrangements

Both parties understand that all financial arrangements will have to be negotiated and agreed upon with due regard to the availability of funds and other resources.

Specific details for the implementation of these activities will be developed mutually for specific projects.

Article 4: Management of particular projects

The Memorandum of Understanding envisages that there will be a specific subsidiary contract in writing for each particular project.

Article 5: Duration

The duration of the MOU shall be **five years** from the date of signature. If the Memorandum of Understanding remains dormant for five consecutive years it will be deemed to have lapsed. Where it continues to be active the two institutions shall review the agreement **six months prior to the expiry date**. If the parties are agreeable, then the agreement shall be extended in writing for such period as may be agreed upon.

Article 6: Termination

The MOU may be terminated at any time by a written mutual consent or by nine months' notice in writing by either of the two parties with due regard to the contractual commitments in terms of specific contracts.

Article 7: Review and Modification

This MoU may be reviewed upon request by either party. The request for review or modification thereof should be notified to the other party in writing at least 2 months before it takes place.

The review cannot impact on the acquired rights and the duly completed actions.

Article 8: Disputes settlement

Any dispute between the Parties arising out of the interpretation or implementation of this MoU shall be settled amicably through consultations and negotiation between the parties.

Article 9: Governing law

This MOU is subject to and governed by the laws of the Republic of Malawi and those of the Republic of Rwanda depending on the origin of the specific event.

Article 10: Commencement

This MoU shall come into force upon signature by both parties.

IN WITNESS WHEREOF The parties to this MoU through their duly authorized representatives have executed this MoU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MoU.

For the University of Malawi

J. Kalenga Saka

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Professor John D. Kalenga Saka
VICE-CHANCELLOR

Date: 30/10/2017

For the University of Rwanda

Philip Cotton

.....
Professor Philip Cotton
VICE-CHANCELLOR

Date: 30/10/2017



WITNESS

Benedicto W. Malunga

.....
Dr. Benedicto W. Malunga
UNIVERSITY REGISTRAR

Date: 31/10/17

Eugene Silas Seminega

.....
Dr. Eugene Silas SEMINEGA
UNIVERSITY LEGAL OFFICER

Date: 30/10/2017