MEMORANDUM OF UNDERSTANDING
FOR THE
INTRA-ACP MOBILITY SCHEME PROJECT
Sharing Capacity to Build Capacity for Quality Graduate Training in Agriculture in African Universities (SHARE)
AGREEMENT NUMBER 2012-3708/001-001

THE PARTIES

1. MAKERERE UNIVERSITY coordinator and main beneficiary, legally represented in this matter by Professor John Ssentamu-Ddumba, Vice Chancellor

2. I) STELENBOSCH UNIVERSITY, partner and co-beneficiary, legally represented in this matter by Prof. H. RusselBotman, Rector and Vice Chancellor, hereinafter the Partner University

II) EDUARDO MONDLANE UNIVERSITY, partner and co-beneficiary, legally represented in this matter by Prof. Orlando Antonio Quilambo, Rector, hereinafter the Partner University

III) UNIVERSITY OF MALAWI, partner and co-beneficiary, legally represented in this matter by Prof. George YobeKanyamaPhiri, Vice Chancellor hereinafter the Partner University

IV) UNIVERSITY OF GEZIRA, partner and co-beneficiary, legally represented in this matter by Prof. Mohamed Warrag Omar, Vice Chancellor, hereinafter the Partner University

V) UNIVERSITY OF BURUNDI, partner and co-beneficiary, legally represented in this matter by Prof. Gaston Hakiza, Rector, hereinafter the Partner University

VI) UNIVERSITY OF ABOMEY-CALAVI, partner and co-beneficiary, legally represented in this matter by Pr. dr. ir. Brice Sinsin, Rector, hereinafter the Partner University

VII) HARAMAYA UNIVERSITY, partner and co-beneficiary, legally represented in this matter by Dr. GirmaAmenteNono, President, hereinafter the Partner University

VIII) JOMO KENYATTA UNIVERSITY OF AGRICULTURE AND TECHNOLOGY, partner and co-beneficiary, legally represented in this matter by Prof. Mabel Imbuga, Vice Chancellor, hereinafter the Partner University

IX) UNIVERSITY OF CAPE COAST, partner and co-beneficiary, legally represented in this matter by Prof. DomwiniDabireKuupole, Vice Chancellor, hereinafter the Partner University
X) UNIVERSITY OF PORT HARCOURT, partner and co-beneficiary, legally represented in this matter by Prof. Joseph A. Ajienka, Vice Chancellor, hereinafter the Partner University

XI) UNIVERSITY OF ZAMBIA, partner and co-beneficiary, legally represented in this matter by Prof. Stephen Simukanga, Vice Chancellor, hereinafter the Partner University

WHEREAS

I. The Parties wish to promote mutual cooperation and to enhance in the medium term educational, cultural, political and economic links between the ACP countries.

II. In fulfilment of the aforementioned aim, the Education, Audiovisual and Culture Executive Agency (hereinafter “the EACEA”), acting under powers delegated by the European Commission, has decided to award a grant to the MAKERERE UNIVERSITY under the terms and conditions set out in Agreement number 2012-3708/001-001 (hereinafter “the Grant Agreement”) concluded between the EACEA and MAKERERE UNIVERSITY (Annex I).

III. The Parties wish to enter into agreement to execute the activities as described in the proposal submitted for this grant.

IV. The Cooperation sought in this agreement recognizes the Memorandum of Understanding (MoU) for the Regional Universities Forum for Capacity Building in Africa (RUFORUM).

V. The parties covered by the RUFORUM MoU wish to operationalize the cooperation sought in this agreement under the RUFORUM framework and principles.
THE PARTIES HAVE AGREED

ARTICLE 1. PURPOSE OF THE AGREEMENT

1. The purpose of this Agreement is to execute the activities under the terms and conditions set out in the Grant Agreement.

2. The Parties agree to undertake everything in their power to carry out the Action entitled “Sharing Capacity to Build Capacity for Quality Graduate Training in African Universities (SHARE)” as specified in the project proposal included in the Grant Agreement.

3. Any decisions taken by the corresponding project management bodies defined in Article 2 below will become binding for the Parties. This holds especially for the decisions taken by the Sharing Capacity to Build Capacity for Quality Graduate Training in African Universities (SHARE) partnership during the project kick-off meeting held in South Africa at the Stellenbosch University, 17-19 October 2012 (Annex II).

ARTICLE 2. MANAGEMENT OF THE PARTNERSHIP AND THE PROJECT

1. Makerere University is the main decision-making body of the “Sharing Capacity to Build Capacity for Quality Graduate Training in African Universities (SHARE)” partnership. The management committee of the partnership is composed of one representative of each Partner University. The Chair of the “Sharing Capacity to Build Capacity for Quality Graduate Training in African Universities (SHARE)” is held by the Makerere University. The decisions of the management committee will be taken by consensus. In the event of failure to reach consensus, the decisions will be taken by majority vote. In the event of a tie, the vote of the Makerere University will be decisive. The Makerere University is responsible for any action that commits the partnership as a whole, such as:

   a) Approval and modifications of the Partnership Agreement.
   b) Readjustments of the mobility flow distribution.
   c) Changes in the composition of the partnership.
   d) Adequate timing of the project activities.
   e) General regulations for the call for applications.
   f) Design of common grading and selection procedures.
   g) Definition and implementation of adequate quality assurance mechanisms.
   h) Design of an effective marketing and promotion strategy.
i) Monitoring and evaluation of project performance.

j) Election of committees and assignment of their tasks.

2. During its first meeting, the management committee will elect among its members at least two committees, i.e., an Advisory and Selection Committee (ASC) and a Quality Assurance Committee (QAS), and delegate to them some of the aforementioned tasks.

3. Since Makerere University is fully responsible for the Project before the EACEA, it establishes a Project Secretariat, which will serve as the **Project Management Unit (PMU)** at its College of Agricultural and Environmental Sciences. It is the basic obligation of the Secretariat to implement and coordinate the Project and all its related activities. The Secretariat is responsible for communication with the EACEA, the corresponding reporting obligations, overall budget management, the preparation and organization of meetings, the setting up and maintenance of the project home page, the preparation of the call for applications, the monitoring of the progress of the Project, the control of quality assurance measures, the design and carrying out of dissemination campaigns, etc.

4. A **Local Operative Unit (LOU)** will be established at each Partner University according to its internal regulations and needs. It will implement the project and manage the mobility flows at local level.

   a) In order to ensure the success of the mobility of the selected candidates, the LOU will provide, among others, the following services: assistance for obtaining visa and residence permits, orientation of students to country and university cultures, general student social welfare, organization of regular individual and joint meetings with the grantees, language courses and assistance for setting up learning agreements and work plans, the timely issue of all documents required for full academic recognition of the study, training, research and teaching periods.

   b) The LOU will undertake whatever is in its power to guarantee full recognition of the study and work periods carried out abroad by members of its academic community under the auspices of an Intra-ACP – Academic Mobility Scheme Africa (MwalimuNyerere) and the Caribbean and Pacific scholarship.

   c) The LOU will provide the Secretariat with all the relevant information and the corresponding documents regarding the progress of the Project in general and the
mobility flows in particular. This includes, among others, progress and activity reports, statistics about mobility flows, information about dissemination activities, awareness-raising and promotion campaigns.

d) The LOU will organize a local awareness-raising and promotion campaign carrying out actions such as placing a prominent link on the website of its university, sensitizing the university management about the SHARE project and its peculiarities, arranging seminars and meetings involving academic staff and students, promoting the Project in university newsletters and local press, radio and TV stations, distributing promotional material (posters, leaflets), etc.

e) The LOU a RUFORUM member university will ensure that implementation of mobility activities are in compliance with the RUFORUM principles including charging local tuition fees for students from RUFORUM member universities.
ARTICLE 3. DURATION AND TIMING
1. The Agreement shall enter into force as soon as it has been signed by both Parties.
2. The Agreement shall have retroactive effect from the starting date as specified in the Grant Agreement, i.e., the implementation period of the Action starts on 01/08/2012 and shall end on 31/07/2017.

ARTICLE 4. FINANCING THE ACTION
The financial organization and management of the Project and the mobility activities shall be those specified in Annex II (decisions taken by partners at the kick-off meeting at Stellenbosch University, 17-19 October).

ARTICLE 5. SETTLEMENT OF DISPUTES
1. In the event of a dispute between the Parties or between either of them and a third Partner University concerning the interpretation or application of this Agreement and the implementation of the Project, the Parties concerned shall seek solution by negotiation.
2. If the Parties or Partners in dispute cannot reach an amicable settlement, the dispute shall be submitted to arbitration.
3. An Arbitration Committee shall be set up upon the request of one of the Parties to the dispute. The Committee shall be composed of an equal number of members appointed by each Party concerned and a Chair chosen jointly by the members appointed by each Party. The Arbitration Committee shall render a final and binding decision, which the Parties shall fulfill in good faith.

ARTICLE 6. DATA PROTECTION
All personal data contained in or relating to this Agreement shall be processed in accordance with the corresponding local or national rules and regulations to which the Partner University is subject.

ARTICLE 7. CONFIDENTIALITY
The Parties undertake to preserve the confidentiality of any document, information or other material directly related to the subject of the Agreement that is duly classified as confidential or when disclosure could cause prejudice to the other Party or to other Partner
Universities in the Action. The Parties shall remain bound by this obligation beyond the closing date of the Action.
ARTICLE 8. PUBLICITY

1. Unless the EACEA requests otherwise, any communication or publication by the Parties about the Action, including at conferences or seminars, shall indicate that the Action has received funding from the European Commission.

2. Any communication or publication by the Parties, in any form or medium, shall indicate that sole responsibility lies with the author and that the EACEA and the European Commission are not responsible for any use that may be made of the information contained therein.

ARTICLE 9. SUSPENSION OF IMPLEMENTATION OF THE AGREEMENT

1. The Partner University may suspend the implementation of the Action if exceptional circumstances make it impossible or extremely difficult, notably in the event of force majeure. It shall report to Makerere University without delay, giving all the relevant information regarding causes and consequences of suspension as well as the foreseeable date of resumption.

2. The Partner University shall resume implementation of the Action as soon as circumstances allow, if the Agreement is still in force, and shall report to Makerere University accordingly.

ARTICLE 10. FINANCIAL PENALTIES

Should Makerere University be declared in breach of its obligations by the EACEA and made liable to financial penalties as a consequence of an act or omission of the Partner University, the latter shall be held responsible and reimburse the corresponding amounts to Makerere University.

ARTICLE 11. AMENDMENTS

This Agreement may be amended by consensus between the Parties. Any amendment must be in written form; no oral agreement shall bind the Parties to this effect.

ARTICLE 12. DENUNCIAION

Denunciations are subject to the rules and regulations established in Section II.A.1 of Annex V (Administrative and Financial Handbook) of the Grant Agreement. Should a Party want to leave the Agreement before the end of the implementation period it shall give written notice to the other Party six months prior to the date foreseen for termination.
regarding causes and consequences of suspension as well as the foreseeable date of resumption.

2. The Partner University shall resume implementation of the Action as soon as circumstances allow, if the Agreement is still in force, and shall report to Makerere University accordingly.

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SIGNATURES AND DATES
Project Coordinator

Place, date

Professor John Dumba
Vice-Chancellor
Makerere University

Partner University

Place, date

Professor H. Russel Botman
Rector and Vice-Chancellor
Stellenbosch University
ARTICLE 12. DENUNCIATION

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SIGNATURES AND DATES

Kampala 22 APR 2013
Kampala
Project Coordinator & Main Beneficiary

Maputo 27 APR 2013
Maputo
Partner University

Pof. John Ssentamu-Ddumba
Vice Chancellor
Makerere University

Prof. Orlando António Quilambo
Rector
Eduardo Mondlane University
ARTICLE 12. DENUNCIATION

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SIGNATURES AND DATES

Kampala  Date: 07/10/2013
Project Coordinator & Main Beneficiary

Lilongwe, Date: 08/04/2013
Partner University

Pof. John Ssentamu-Ddumba
Vice Chancellor
Makerere University

Prof. George Yobe Kanyama Phiri
Vice Chancellor
Formerly University of Malawi now
Lilongwe University Of Agriculture and
Natural Resources (LUANAR)
ARTICLE 12. DENUNCIATION

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SIGNATURES AND DATES

Kampala Date.................
Project Coordinator & Main Beneficiary

Wad Medani Date 3/12/2013
Partner University

Prof. John Ssentamu-Ddumba
Vice Chancellor
Makerere University

Prof. Mohamed Warrag Omar
Vice Chancellor
University of Gezira
SIGNATURES AND DATES

Kampala, February 22, 2013
Project Coordinator

Professor John Ssentamu-Ddumba,
Vice Chancellor
MAKERERE UNIVERSITY

Bujumbura, February 11, 2013
Partner University

Professor Gaston HAKIZA,
Rector
UNIVERSITY OF BURUNDI
ARTICLE 11. AMENDMENTS

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ARTICLE 12. DENUNCIATION

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SIGNATURES AND DATES

Kampala
Date: 22/04/13
Project Coordinator & Main Beneficiary
Pof. John Sentamu-Dumba
Vice Chancellor
Makerere University

Abomey-Calavi (Benin), January 31st, 2013
Partner University

Pr. dr. ir. Brice SINSIN
Rector
University of Abomey-Calavi
ARTICLE 12. DENUNCIATION

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SIGNATURES AND DATES

Kampala Date: 27/4/2013
Project Coordinator & Main Beneficiary
Prof. Ivan Musa
Vice Chancellor
Makerere University

Haramaya Date: 08/02/2013
Partner University
Dr. Girma Amente Nono
President
Haramaya University
ARTICLE 12. DENUNCIATION

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SIGNATURES AND DATES

Kampala, 22-4-13
Prof. John Sentamu-Dumba
Project Coordinator & Main Beneficiary

Nairobi, Date........
Pro Mbel Imbuga
Vice Chancellor
Jomo Kenyatta University of Agriculture and Technology

Prof. John Sentamu-Dumba
Vice Chancellor
Makerere University

PROFESSOR, UNIVERSITY OF KAMPALA

OFFICE OF THE VICE-CHANCELLOR

22 APR 2013

KAMPALA
ARTICLE 12. DENUNCIATION

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SIGNATURES AND DATES

Kampala 2.2.4.13
Project Coordinator & Main Beneficiary
Prof. John Ssentamu-Hojamba
Vice Chancellor
Makerere University

Cape Coast, 1st February 2013
Partner University
Professor Domwini Dubire Kuapole
Vice Chancellor
University of Cape Coast, Ghana
ARTICLE 11. AMENDMENTS

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SIGNATURES AND DATES

Kampala Date: 22/02/2013
Project Coordinator & Main Beneficiary

Prof. John Ssentamu-Ddumba
Vice Chancellor
Makerere University

Port Harcourt Date: 21/02/2013
Partner University

Prof. Joseph A. Ajienka
Vice Chancellor
University of Port Harcourt
SIGNATURES AND DATES

Kampala  Date  
(Stamp)

July 3, 2014

Lusaka, 2nd June, 2014

Project Coordinator

Prof John Ssentamu-Ddumba
Vice Chancellor
Makerere University

Partner University

Prof Stephen Simukanga
Vice Chancellor
University of Zambia