



## Memorandum of Understanding

Between

**Cavendish University Group**  
(Zambia & Uganda)

And

**Mewar University**

Chittorgarh (Rajasthan) India

This memorandum of understanding is executed on this 12<sup>th</sup> day of November 2012 by and between:

**CAVENDISH UNIVERSITY ZAMBIA & UGANDA - (CUZ/CUU)**, institutions of higher learning established under the University Acts of both countries, whose offices are located at INDECO House, Mezzanine Floor, P.O. Box 34625, Lusaka, Zambia (hereinafter referred to as "CUZ") and Cavendish University Uganda (CUU) of Ggaba Road, Opposite American Embassy P.O. Box 33145 Kampala whose expression shall where the context so permits include its successors-in-title and permitted assignees of the other part.

AND

**MEWAR UNIVERSITY, CHITTORGARH (RAJASTHAN) INDIA (MUI)** an Institution of higher learning promulgated by the Government of Rajasthan through Act. No. 4 of 2009, whose office is at NH - 79 Gangrar, Chittorgarh (Rajasthan), P.O. Box 312901, Chittorgarh India, (hereinafter referred to as "MUI") of one part, whose expression shall where the context so permits include its successors-in-title and permitted assigns of the other part,



CUZ/CUU and MUI shall hereafter be collectively referred to as “both Parties” and reference to “Party” shall mean CUZ/CUU or MUI, as the case may be.

**WHEREAS**, the CUZ/CUU and MUI wishes to engage the services of each other for mutual cooperation and enhanced growth in the terms and conditions set forth below; and

**WHEREAS**, each Party is duly authorized and capable of entering into this Agreement.

NOW THEREFORE, in consideration of the above, the Parties hereby agree as follows:

## **1. IMPLEMENTATION**

- 1.1 Both Parties shall establish and develop efforts for purposes of exchange in research, training, teaching and development) activities whenever the opportunity arises.
- 1.2 Agreement, including, but not limited to commercial contracts made pursuant to this MOU shall be an integral part of this MOU.

## **2. AREAS OF COOPERATION**

- 2.1 Cooperation under this Memorandum of Understanding (MoU) shall most importantly collaborate efforts to establish and develop academic exchange and co-operation in teaching, training, research and development in areas as follows:
  - Promote exchange of scientific materials, innovations and publication
  - Academic and non-academic students exchange programme
  - Academic and non-academic staff exchange programme
  - Development of new products
  - Capacity building initiatives
  - Quality assurance monitoring and evaluation
  - Research and
  - Any other forms of cooperation agreed by both parties

## **3. EXCHANGE PROGRAMME**

- 3.1 Both parties agree that there shall be exchange of staff members and students so as to strengthen and develop education, organize seminars, workshop, trainings, dialogues and research.
- 3.2 The period of the exchange shall be agreed by both parties.

The Parties to this MoU may invite each other to participate in activities, working groups, conferences and seminars that are not directly part of this MoU but that may be relevant to it, in conformity with respective applicable rules.



#### **4. SHARING AND DEVELOPMENT OF NEW PRODUCTS**

- 4.1 Both parties agree that there can be exchange of products from one party to the other.
- 4.2 The parties further agree that products exchanged should be based on the needs of each party to the agreement.
- 4.3 Second party to the contract (MUI) agreed to help in developing MPhil and PhD programmes to first party to this MOU in various disciplines within the agreed areas.

#### **5. EXCHANGE OF SCIENTIFIC MATERIALS, INNOVATIONS AND PUBLICATIONS**

- 5.1 The Parties shall regularly exchange scientific materials, innovations and publications and coordinating based on relevant activities and programmes agreed;
- 5.2 The Parties grouped in this MoU may invite each other to participate in activities, working groups, conferences and seminars that are not directly part of this MoU but that may be relevant to it, in conformity with respective applicable rules.

#### **6. INTELLECTUAL PROPERTY RIGHTS**

- 6.1 Intellectual property rights, in particular copyright on material such as information, software and designs, shall be made available by any of the Parties to carry out the activities under this MoU shall remain with the originating Party;
- 6.2 Copyright of information, software and designs, as well as any other intellectual property rights, developed jointly by several Parties shall be jointly vested in the Parties concerned. Each Party concerned shall have full rights to exploit such jointly owned works for non-commercial purposes.

#### **7. STATUS OF THE PARTIES**

- 7.1 NEITHER PARTY NOR ITS personnel shall be considered an official, agent, employee, representative or joint partner of the other party without consent of either party. Neither party shall enter into any contract or commitment on behalf of the other party.
- 7.2 Each party shall carry out its responsibility and obligations under this MOU in accordance with regulations and rules applicable to it and, unless separately agreed upon in writing, bear its own costs with respect to the implementation of the MOU.

#### **8. CONFIDENTIALITY**

- 8.1 Both Parties undertake to observe confidentiality towards other Parties not concerned or connected with this MOU. Any confidential information disclosed to either Party pursuant to this MOU shall not without prior written consent of the other Party be disclosed to a third Party or be used for any purpose not expressly permitted in writing by the other Party.
- 8.2 The confidentiality provisions apply to all confidential information exchange including any confidential information exchange in preliminary discussions and during negotiations relating to matters within the scope of this MOU.



- 8.3 For purposes of this MOU, "confidential information" includes all technical know-how, financial information and other commercially valuable information in whatever form including unpatented inventions, trade secrets formulas, graphs, drawings, designs, tables, flow charts, process charts, biological materials, samples, devices, models and other materials of whatever description which the disclosing Party claims is confidential to itself and over which it has full control and include all other such information that may be in the possession of the disclosing Party's employees or management.
- 8.4 The obligation of this confidentiality shall not apply under the following circumstances:
- I. The Confidential Information was previously known to the Receiving Party without restriction prior to receipt hereunder as evidenced by the record of the Receiving Party;
  - II. The Confidential Information is now or hereafter has become available to the public in the form of a printed publication or by any other means through no breach of this MOU;
  - III. The Confidential Information is subsequently disclosed to the Receiving Party without restriction by a third Party having lawful right to disclose such information; and
  - IV. The Confidential Information is required by law to be disclosed.
- 8.5 Each Party agrees and undertakes that shall ensure that all the employees, agents and sub-contractors to whom Confidential Information is divulged are made aware of and undertake to comply with and comply with the obligations as to the confidentiality herein contained.

## **9. IMPLEMENTATION OF THIS MEMORANDUM**

- 9.1 The focal points for the collaboration will be, on the one hand, an officer delegated by the Chairman & Vice Chancellor (VC) for this purpose and shall be communicated on behalf of Cavendish University African Group(GAUG) and, on the other hand, the Chancellor, Mewar University India(MUI) ;
- 9.2 Both parties CUZ/CUU and MUI will be responsible for coordination of the implementation by the Parties involved in this MoU as well as for administrative and financial oversight, relevant procedures will be elaborated by the Universities.

## **10. MODIFICATIONS**

- 10.1 This MoU may be modified by mutual consent of all the Parties, in accordance with their respective rules and regulations.
- 10.2 Such amendments shall enter into force one month following notifications of consent by the Parties.



## 11. SEVERABILITY

Whenever possible, each provision of this Agreement, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

## 12. DURATION AND TERMINATION

12.1 This MoU shall remain in force for a period of 5 years and be renewable thereafter, starting on the day of signature by the duly authorized representatives of the Parties;

12.2 Participation in this MoU may be terminated by any one of the Parties upon six month notice given to the other Parties. In that event the Parties will agree on measures required for the orderly conclusion of on-going activities in which the terminating party is involved.

## 13. NOTICES

13.1 All Notices arising from this MOU shall be deemed to have been delivered:

- a. in the case of hand delivery, upon written acknowledgement of receipt by an officer or other duly authorized employee, agent or representative of the receiving Party;
- b. in the case of registered mail, 7 (seven) days after dispatch or upon acknowledge receipt by the receiving Party, whichever earlier,
- c. In the case of facsimile, upon successful completion of the transmission.

13.2 Notices under this MOU shall be addressed to the Parties at the following address:

For CAVENDISH UNIVERSITY GROUP (ZAMBIA & UGANDA):

### Authorized Representatives:

#### (1) Deputy Vice Chancellor of CUZ

Addresses: INDECO House, Mezzanine Floor, P.O. Box 34625, Lusaka, Zambia (hereinafter referred to as "CUZ")

Tel. No.: +260 211 230 105 (CUZ)

Fax. No.: +260 211 230 992 (CUZ)

#### (2) Deputy Vice Chancellor of CUU

Cavendish University Uganda (CUU), Ggaba Road, Opposite American Embassy P.O. Box 33145 Kampala

Tel. No.: +256 414 531700 (CUU)

Fax. No.: +256 414 534070 (CUU)



IN WITNESS WHEREOF, the Parties by their authorized agent or representatives have signed this MOU on this [12th] day of [November] 2012

**For MEWAR UNIVERSITY, CHITTORGARH (RAJASTHAN) INDIA**

Authorized Representative : Chancellor

Address : P.O.Box 312901, Gangrar, (Rajasthan) Chittorgarah, India

Tel. No. : 01471-220881/82/83/84, 291148/58 ,9269629541

IN WITNESS WHEREOF, the Parties by their authorized agent or representatives have signed this MOU on this [12th] day of [November] 2012.

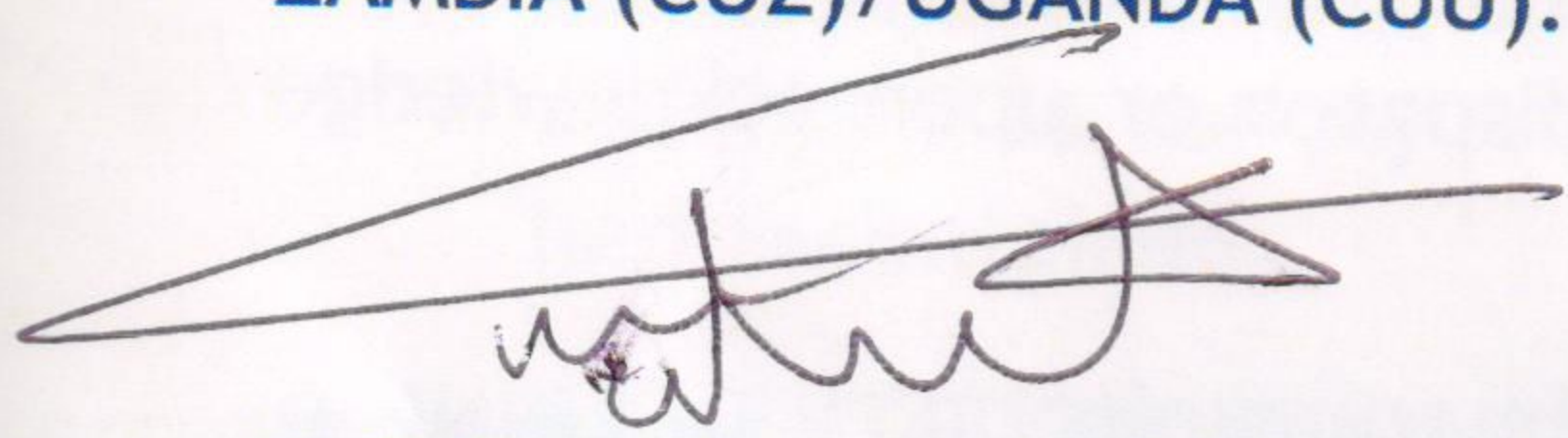
#### 14. ENTIRE AGREEMENT

14.1 This Agreement, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

This Memorandum of Understanding was duly signed by representatives of all Parties involved in on November 12, 2012:

**Signed:**

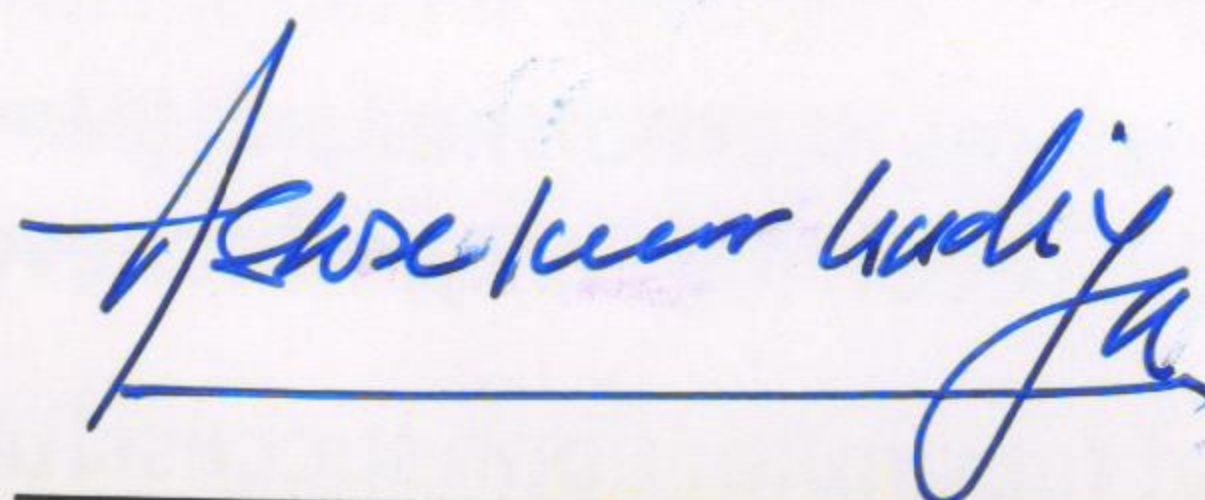
For and On behalf of  
CAVENDISH UNIVERSITY AFRICA GROUP  
ZAMBIA (CUZ)/UGANDA (CUU):



Group Board Chairman &  
Deputy Vice Chancellor(CUZ)

**Signed:**


For and On behalf of  
MEWAR UNIVERSITY INDIA (MUI):



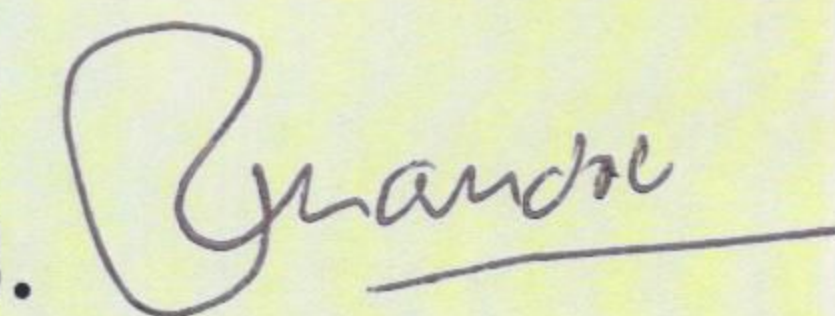
Chancellor, Mewar University (MUI)



#### Witnesses

1. 

2.

3. 

4. 