



MEMORANDUM OF UNDERSTANDING

BETWEEN

**NATIONAL YUNLIN UNIVERSITY OF SCIENCE
AND TECHNOLOGY (YUNLIN, TAIWAN)**

AND

**MAKERERE UNIVERSITY KAMPALA (KAMPALA,
UGANDA)**

Dated this.....^{16th}.....day of.....^{July}.....2019



This Memorandum of Understanding (MoU) is entered into on this.....16th.....day of.....July.....2019

Between

National Yunlin University of Science and Technology, located at 123, University Road, Section 3, Douliou, Yunlin 64002, Taiwan, Uganda (hereinafter referred to as "Yunlin" which expression shall whenever the contact admits include its assignees and successors in title),

And

Makerere University a public learning institution established under the Makerere University Act, 1970 which was repealed by the Universities and other Tertiary Institutions Act, 2001 (as amended) of P.O Box 7062, Kampala, Uganda (hereinafter referred to as "Mak" which expression shall whenever the contact admits include its assignees and successors in title),

Collectively referred to as Parties.

Whereas the Parties wish to develop academic and cultural interchange between themselves in education, research and other areas,

Recognizing that both parties are learning institutions desirous of establishing a collaborative relationship with each other,

Now therefore, the parties agree as follows;

Article 1

The areas of collaboration include any program offered by either University in which the parties believe collaboration is feasible and desirable and which would develop and enhance a mutually beneficial relationship between the two universities.



Article 2

Subject to the approval of the President of each institution and the availability of funding, assistance shall be carried out through any one or more of the following activities or programs as mutually agreed to by both parties:

- i. Student Exchange Program
- ii. Faculty Exchange Program
- iii. Special Short-term Academic Programs
- iv. Staff Development Projects
- v. Joint Research and Activities

Article 3

This MoU shall become effective as soon as the presidents of both institutions sign it, and will remain in force for a period of five years.

This MOU will be automatically renewed on the same terms and conditions for another five years unless either party raises a written notification 6 months prior to the date of expiration. Either party reserves the right to terminate this agreement upon ninety (90) days' written notice.

Article 4

Each party shall be responsible for the safety and insurance of its personnel and equipment deployed in executing this agreement.

Article 5

Any amendment to this MoU shall be based on the mutual consent and requires the written approval of the President of each institution that shall be appended hereto. This declaration will become effective with the agreement of both parties.

Article 7

The two parties agree to appoint a person for the professional coordination of the

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collaboration.

**For National Yunlin University of
Science & Technology**

Name: Prof. Shi-Chang Tseng
Title: Dean of Office of International Affairs
Address 123, University Road, Section 3,
Doulou, Yunlin 64002, Taiwan,
R.O.C.
Tel No: Tel:+886-5-534-2601#2380
Email: tsengsc@yuntech.edu.tw

For Makerere University

Name: Professor Barnabas Nawangwe
Title: Vice-Chancellor
Address P.O Box, 7062, Kampala
Tel No +256414542803
Email vc@admin.mak.ac.ug

Article 8

- a. Intellectual property shall mean intellectual property of any description including but not limited to all inventions, designs, information, specifications, formulae, improvements, discoveries, know-how, data, processes, methods, techniques and the intellectual property rights therein, including but not limited to, patents, copyrights, database rights, design rights (registered and unregistered), trademarks, trade names and service marks, applications for any of the above ("Intellectual Property").
- b. All Intellectual Property used in connection with the Project which has been generated prior to or outside the scope of the Project shall be deemed the background Intellectual Property ("Background IP") of the Party contributing the same and shall remain the property of that Party.
- c. Results shall mean all information, know-how, results, inventions, (other than a Patent Right) software and other Intellectual Property arising in the course of the Project ("Results"). All Results arising from work on the Project carried out by members of staff of any of the Parties shall remain the property of that generating Party.
- d. Joint Results shall be jointly owned by those Parties who have generated such joint Results in proportion to the respective contribution of each Party.



- e. The Parties agree to collaborate with a view to identifying and exploiting Intellectual Property arising from the Project. The Parties will enter a revenue sharing agreement, where necessary to do so, to agree a fair and reasonable distribution of any exploitation income, taking account of the roles of each Party in the generation of the Results and said management of exploitation.
- f. The parties may sign an Intellectual Property Rights (IPR) document in order to secure rights when it comes to research results and publications

Article 9

Neither party may use or permit the use in any way of any name, logo or trademark of the other party or any of its affiliates, or the name or likeness of any employee of the other party or any of its affiliates, including, without limitation, any news/press/publicity release, advertising or promotional media, or other commercial communication related to this MoU or that identifies the other party as a customer or client, without obtaining the prior written consent of the other party, provided, however, each party can use the other party's name to identify it as a program/educational site.

Article 10

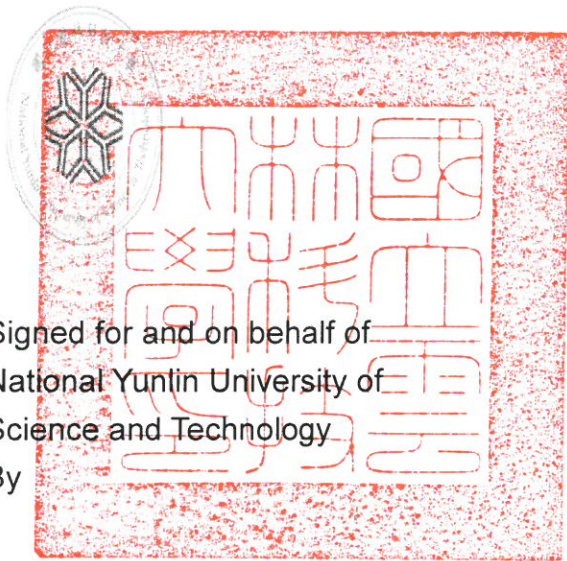
Both parties shall use their best efforts to resolve any dispute that arises between them from the interpretation and enforcement of this Agreement.

Where both parties fail to resolve the disputes amicably, the same shall be referred to mediation.

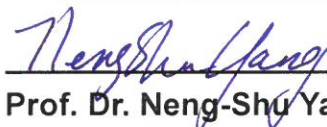
Article 11

Participating Staff and students involved in any activities under this MoU must adhere to the law of the host countries and rules and regulations of the host institutions.

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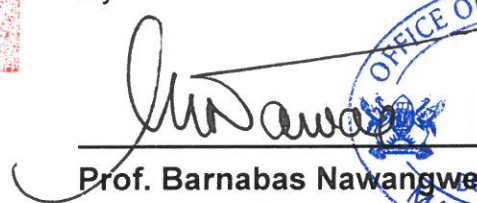
Signed for and on behalf of
National Yunlin University of
Science and Technology
By

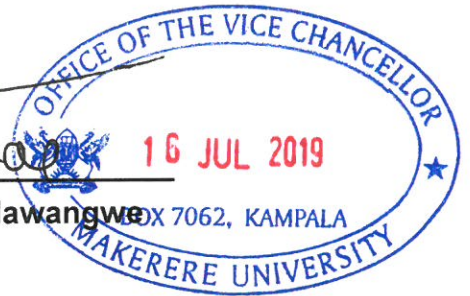

Prof. Dr. Neng-Shu Yang
President



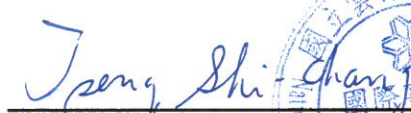
Signed for and on behalf of
Makerere University

By


Prof. Barnabas Nawangwe
Vice-Chancellor



Witnessed By


Prof. Shi-Chang Tseng
Dean of Office of International Affairs



Witnessed By


Mr. Henry Mwebe
Director, Directorate of Legal Affairs

