

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein after referred to as "MoU") is made this day, the 23 of October, 2019

Between

**Federal State Budgetary Educational Institution of Higher Education Sergo Ordzhonikidze Russian State University for Geological Prospecting** of the first part, herein after referred to as 'Sergo Ordzhonikidze Geo University'

and

**Government of the Republic of Uganda represented by Ministry of Science, Technology and Innovation (MOSTI)** of the second part, herein after referred to as 'MOSTI'; jointly called 'Parties.

### Preamble

**WHEREAS** MOSTI is mandated to enhance the integration of Science, Technology and Innovation into the development process, and enhance research and development in these fields in Uganda;

**And WHEREAS** MOSTI is desirous of building its capacity to create an environment for fulfilling its mandate;

**AWARE** that Sergo Ordzhonikidze Geo University is one of the World's leading universities training specialists in geological sciences and geological engineering;

**NOTING** that Sergo Ordzhonikidze Geo University can meet some of the required capacity development needs of MoSTI;

**RECOGNIZING** that jointly MoSTI and Sergo Ordzhonikidze Geo University can create a mutually beneficial cooperation in the areas of common interest;

**RECOGNIZING** further the benefits to be derived from increased collaboration, cooperation and interaction;

**NOTING** that the Parties are desirous to enter into an understanding thus setting out necessary working arrangements that both Parties agree shall be necessary to accomplish this cooperation.

**NOW** the Parties agree as follows:

## **Article 1: Purpose and Objectives**

The purpose of this MoU is to define areas for scientific cooperation which the Parties desire to work together for their mutual benefit. The objectives are to:

- (a) continue their scientific and training cooperation;
- (b) promote their co-operation in academic education and research;
- (c) jointly establish research institutes.

## **Article 2: Areas of Cooperation**

Within such fields as are mutually acceptable for the Parties, the following forms of co-operation, amongst others, may be pursued hereunder:

- a) Carrying out joint research projects;
- b) Cooperation in international projects;
- c) Exchange of information and publications;
- d) Facilitation of Teaching and research staff;
- e) Facilitation of PhD students and trainees;
- f) Organizing joint events;
- g) Conducting double-diploma programs;
- h) Conducting mutually agreed Master's degree programs;
- i) Establishment of Joint Mineral/Geology Scientific Research Institutes;
- k) Development of joint research and educational programs development in the field of gemology and the jewelry arts with the support of Sergo Ordzhonikidze Geo University staff.

Other forms of cooperation may be established when agreed separately on each specific case.

## **Article 3: Implementation**

3.1 In order to carry out and fulfil the aims of this MoU, each Party shall designate one of its permanent staff as a Desk Officer to oversee and facilitate the implementation of this MoU and any other agreements arising out of this MoU. The Desk Officers shall report annually to the Heads of both Parties on the achievements and the progress of the cooperation.

3.2 Either Party may initiate proposals for activities under this MoU.

3.3 Specific details of any activity shall be set forth in Supplemental Letters of Agreement, which shall become an integral part of this MoU upon signing by the authorised signatory at each institution. These documents will include such items as budgets and sources of funding, the responsibilities of each party for the agreed upon activity, and other items necessary for the efficient achievement of the activity. These documents will be negotiated, mutually agreed to, and formalised in writing, prior to the commencement of a particular programme.

#### **Article 4: Financial Arrangements**

Both Parties understand that all financial arrangements between the Parties have to be further negotiated and mutually agreed, and will depend on the availability of funds. Both parties may seek financing of joint activities or programs from internal and external sources available to them.

#### **Article 5: Approvals**

Any activity in the framework of this MoU shall be approved by both Parties in advance before its implementation.

#### **Article 6: Validity**

The terms of this MoU shall come into effect from the date of signing and will remain in force for five (5) years unless terminated, revoked or amended by mutual consent in writing between the Parties.

#### **Article 7: Amendment**

When circumstances warrant the amendment of this MoU before the expiry date, either party shall have authority to revise the agreement in consultation with the other parties and after issuing a three (3) month notice of its intention. Amendments will only take effect after mutual agreement between the Parties.

#### **Article 8: Termination**

Either Party may terminate this MoU at any time provided that the terminating Party gives a written notice of its intention atleast six (6) months prior to termination. Supplemental letters of agreement for each specific activity shall indicate how parties will handle ongoing activities in the event of termination hereof.



### **Article 9: Renewal**

This MoU shall be renewed or extended by mutual consent for such a period as Parties shall agree.

### **Article 10: Dispute Resolution**

The Parties agree to work together in good faith to resolve any matter requiring their direction or resolution. Dispute resolution regarding this MoU shall be through negotiations failure of which, the MoU shall terminate.

### **Article 11: Legal Relationship**

This MoU shall be construed as a statement of purpose to promote a genuine and mutually beneficial collaboration between the Parties. Nothing in this MoU shall create any legal relationship between the Parties.

### **Article 12: Effective Date and Signature**

12.1 This MoU shall be signed by the authorized representatives of the Parties and shall be effective from the date of signature.

12.2 The Parties to this MoU hereby confirm their agreement to its terms by the following signatures:

For and on behalf of  
**Ministry of Science, Technology  
and Innovation, Uganda**



Hon. Dr. Elioda Tumwesigye  
**MINISTER**

Date: \_\_\_\_\_

For and on behalf of  
**Sergo Ordzhonikidze Geo University,  
Russia**



Dr. Vadim A. Kosyanov  
**RECTOR**

Date: \_\_\_\_\_