



MEMORANDUM OF UNDERSTANDING

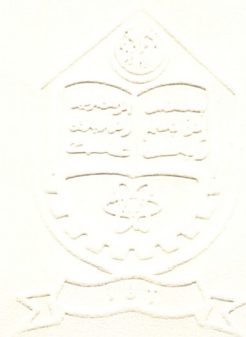
BETWEEN

ISLAMIC UNIVERSITY IN UGANDA (IUIU)
Mbale, Uganda

AND

ISLAMIC UNIVERSITY OF TECHNOLOGY (IUT)
Gazipur, Bangladesh

June, 2022



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MEMORANDUM OF UNDERSTANDING
BETWEEN
ISLAMIC UNIVERSITY IN UGANDA (IUIU)
AND
ISLAMIC UNIVERSITY OF TECHNOLOGY (IUT)

PREAMBLE

This Memorandum of Understanding (hereafter referred to as the “MoU”) is made on this _____ day of _____ 2022

BETWEEN

ISLAMIC UNIVERSITY IN UGANDA, an established University in Uganda affiliated to the Organization of Islamic Cooperation (OIC) and having its address at P. O. Box, 2555, Kumi Road, Mbale – Uganda, email: rector@iuiu.ac.ug / registrar@iuiu.ac.ug, website: www.iuiu.ac.ug (hereinafter referred to as “IUIU”);

AND

ISLAMIC UNIVERSITY OF TECHNOLOGY, an International University established by the 57-nation organization, OIC, to develop human resources of its member states in the fields of engineering, technology, business as well as technical and vocational education with a vision to be a leading university in the world. Islamic University of Technology (IUT) is located at Board Bazar, Gazipur 1704, Bangladesh (hereinafter referred to as “IUT”).

IUIU and IUT shall individually be referred to as “Party” or collectively as “the Parties”.

CONSIDERING the existing common desire for friendly cooperation and enhanced relations between the Parties;

REALIZING that cooperation in research and development, and staff and students exchange would lead to common benefits.

On the basis of equality and mutual respect, the Parties aim to promote cooperation in capacity building, research and development, and students and staff exchange subject to the terms and conditions as contained herein:

ARTICLE 1

SCOPE AND OBJECTIVE

- 1.1 The Parties, subject to the terms of this MoU and the laws, rules, regulations and national policies from time to time in force in each country, agree to strengthen, facilitate, promote and develop cooperation between the Parties and their respective stakeholders with an emphasis to cooperate in Academic programmes and Research between the Parties for mutual benefits.



- 1.2 During the term of this MoU, any cooperation between the Parties will be formalized and secured by a written Memorandum of Agreement (MoA) detailing the rights and responsibilities of the Parties, including any financial commitments and such cooperation shall commence and be implemented only after the written agreement is executed by the duly authorized representatives of the Parties.

ARTICLE 2

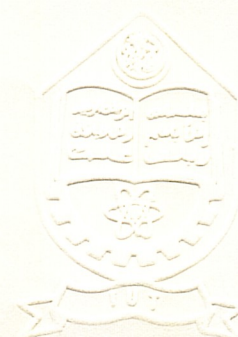
NON-BINDING LEGAL DOCUMENT

- 2.1 For the avoidance of doubt, the Parties agree that this MoU serves only as a record of the Parties' intentions and does not constitute or create, and is not intended to constitute or create obligations under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

ARTICLE 3

AREAS AND FORMS OF COOPERATION

- 3.1 Each Party will, subject to the laws, rules, regulations and national policies governing the subject matter in their respective countries, endeavour to take necessary steps to manage and facilitate such cooperation.
- 3.2 The broad forms of cooperation identified by the Parties are:
- (i) Research and Educational activities such as joint research and educational development in the form of training or research activities or both.
 - (ii) Exchange of invitations to scholars of both universities (Lectures, Research personnel, and Graduate students) for Lectures, visits and sharing of experiences.
 - (iii) Exchange of Invitations to scholars for participation in conferences, symposia and Seminars.
 - (iv) Exchange of information in fields of interest to both parties.
 - (v) Exchange of faculties, research personnel, graduate and undergraduate students of Engineering, Technology, Science, Business, and Tourism and Hospitality for study, research and practical training in pre-identified or otherwise selected fields.
 - (vi) Opportunities for the staff of any of the parties for fellowship and other visiting programmes by the other party.
 - (vii) Capacity building including training, short courses and work attachment;
 - (viii) Other forms of cooperation relating to humanity services/activities to be mutually agreed upon by the Parties.



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ARTICLE 4
IMPLEMENTATION

- 4.1 The Parties agree that the areas of cooperation under this MoU will be carried out in a manner to be mutually agreed upon by the Parties.
- 4.2 The Parties may enter into any subsidiary arrangements for the purpose of implementing such cooperation as mutually agreed upon.

ARTICLE 5
FINANCIAL ARRANGEMENTS

- 5.1 The financial arrangements for the activities or programmes undertaken within the framework of this MoU will be mutually agreed upon by the Parties on a case-by-case basis subject to the availability of funds and resources.

ARTICLE 6
RELATIONSHIP BETWEEN THE PARTIES

- 6.1 The Parties shall not pledge the credit nor represent themselves as being the other Party nor an agent, partner or employee of the other Party and shall not hold itself out as such nor as having any power or authority to incur any obligation of any nature expressed or implied on behalf of the other Party and nothing in this MoU shall operate so to constitute any Party as an agent, partner or employee of the other Party.
- 6.2 The Parties hereto recognize that it is impractical to make provision for every contingency that may arise out of the performance of this MoU and accordingly declare that this MoU shall operate with fairness and without detriment to the interest of either Participant and that in the event of any unfairness to either Party being disclosed or anticipated in the implementation of this MoU, the Parties shall use their best endeavour to agree upon such action as may be necessary and equitable to remove the cause or causes of the same.

ARTICLE 7
INTELLECTUAL PROPERTY RIGHTS

- 7.1 The protection of intellectual property rights will be enforced in conformity with the respective national laws, rules and regulations of the Parties.
- 7.2 The use of the name, logo, and/or official emblem of any of the Parties on any publication, document, and/or paper is prohibited by the other party without their prior written approval.

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- 7.3 Notwithstanding anything in Article 7.1 above, the intellectual property rights in respect of any technological development, and any products and services development, carried out:-
- (i) jointly by the Parties or research results obtained through the joint activity effort of the Parties, will be jointly owned by the Parties in accordance with the terms to be mutually agreed upon; and
 - (ii) solely and separately by either Party or the research results obtained through the sole and separate effort of the Party, will be solely owned by the Party concerned.

ARTICLE 8

CONFIDENTIALITY

- 8.1 For the purposes of this MoU, "Confidential Information" means any information whether prior to or hereinafter disclosed by a Party (the "disclosing Party") to the other Party ("receiving Party") in the course of this MoU involving technical, business, marketing, policy, know-how, planning, project management and other information, data and/or solutions, in written, oral, digital, magnetic, photographic and/or other forms, including but not limited to any information which is designated in writing to be confidential or by its nature intended to be for the knowledge of the receiving Party or if orally given, is given in the circumstances of confidence.
- 8.2 No Party shall at any time disclose any Confidential Information of the other party to any third-Party without the prior written permission of the other party even if it is necessary for the performance of its respective duties and responsibilities hereunder or for the purpose of submitting any proposal related to this MoU.
- 8.3 The Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding to non-binding effect stated in Article 2 and the termination of this Memorandum of Understanding.

ARTICLE 9

REVISION, MODIFICATION AND AMENDMENT

- 9.1 Either Party may request in writing a revision, modification or amendment of all or any part of this MoU.
- 9.2 Any revision, modification or amendment agreed to by the Parties will be reduced into writing and will form part of this MoU.
- 9.3 Such revision, modification or amendment will enter into force on such date as determined by the Parties.

- 9.4 Any revision, modification or amendment will not prejudice the rights and obligations arising from, or based on, this MoU before or up to the date of such revision, modification or amendment.
- 9.5 Amendment to this MoU can only be made after mutual consent achieved by the consultation and confirmation in writing by the Parties given at least 6 (six) months in advance. Such amendments will form an integral part of this MoU and will enter into force on such date as may be determined by the Parties.

ARTICLE 10

SETTLEMENT OF DISPUTES

- 10.1 Any dispute or difference between the Parties arising out of the interpretation and/or implementation and/or application of this MoU will be settled amicably through mutual consultations between the Parties without reference to any third participant.

ARTICLE 11

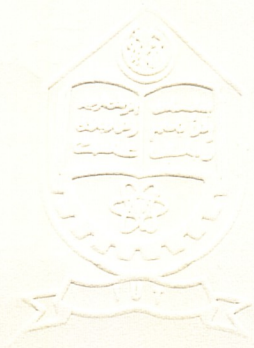
SUSPENSION

- 11.1 Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this MoU which suspension will take effect immediately after notification has been given to the other Party.

ARTICLE 12

ENTRY INTO FORCE, DURATION AND TERMINATION

- 12.1 This MoU will enter into force on the date of its signing and will remain in force for a period of five (5) years. Thereafter, it may be extended for a further period of five (5) years subject to the mutual agreement of the Parties.
- 12.2 Notwithstanding anything in this ARTICLE, either Party may terminate this MoU by notifying the other Party in writing. In such a case, the MoU will remain valid until thirty (30) days after the date on which one Party receives official notification from the other Party expressing the desire of the latter to suspend or terminate the MoU. However, obligations and commitments already contracted for and involving third parties shall be honoured and continued by both parties until completed and/or lawfully terminated.



ARTICLE 13
MISCELLANEOUS

13.1 Notice

Any notice under this MoU shall be in writing and shall be:

- a) delivered personally, or
- b) sent by prepaid registered post, or
- c) sent by tested facsimile, or
- d) sent by email.

The address of each Participant shall be

- a) its respective address stated earlier, or
- b) any other address for service previously notified to the other, or
- c) its last known address.

13.2 Warranty

Each Party warrants its power to enter into this MoU and has obtained all the necessary approvals to do so.

13.3 Time

Time whenever mentioned shall be the essence of this Mou.

13.4 Severability

If any one or more of the provisions contained herein or any document executed in connection herewith shall be invalid, unenforceable in any respect of any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not be in any way affected or impaired.

13.5 Successors & Assigns

This Memorandum of Understanding shall be binding upon on the successors in title and assigns of the respective Parties hereto.

13.6 Press Announcement

Neither Participant shall be entitled to make or permit or authorize the making of any press release nor other public statements or disclosure concerning this Memorandum of Understanding or any of the transactions contemplated in it without the prior consent of the other Participant.



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IN WITNESS WHEREOF, the Parties hereto have signed this Memorandum of Understanding on the day and year first above written.

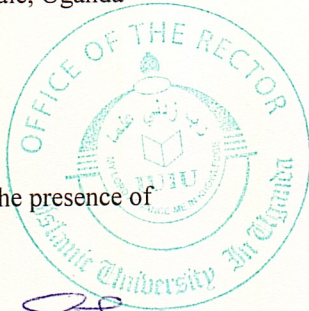
SIGNED by

(Assoc. Prof. Dr. Ismail Simbwa Gyagenda)
Rector
For and on behalf of
Islamic University in Uganda (IUIU)
Mbale, Uganda

SIGNED by

(Prof. Dr. Mohammad Rafiqul Islam)
Vice Chancellor
For and on behalf of
Islamic University of Technology (IUT)
Board Bazar, Gazipur, Bangladesh

In the presence of



Dr. Jamil Serwanga
Vice Rector (Academic Affairs)
Islamic University in Uganda (IUIU)

In the presence of



Dr. Omar Jah
Pro Vice Chancellor
Islamic University of Technology (IUT)