

**Mitteilungen der  
 Justus-Liebig-Universität Gießen**

**14.04.2016**

**5.44.00 Nr. 2**

Memorandum of Understanding - NUST - NWU

**MEMORANDUM OF UNDERSTANDING (Trilateral Agreement) Between  
 NAMIBIA UNIVERSITY OF SCIENCE AND TECHNOLOGY, NAMIBIA  
 (Hereinafter referred to as the "NUST")  
 And JUSTUS LIEBIG UNIVERSITY GIESSEN, GERMANY  
 (Hereinafter referred to as the "JLU")  
 And NORTH-WEST UNIVERSITY, SOUTH AFRICA  
 (Hereinafter referred to as the "NWU")  
 (Hereinafter jointly referred to as the "Parties")**

**Version information**

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**Tabular presentation of the version information**

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1. NUST, promulgated by virtue of the Namibia University of Science and Technology Act, Act No. 7 of 2015, having its principal office at 13 Storch Street Windhoek, Namibia; the JLU, having its legal offices at Ludwigstraße 23, 35390 Giessen, Germany; and the NWU, incorporated under the Higher Education Act, Act No. 101 of 1997L having its principal office at 53 Boreherd Street, Potchefstroom, 2531, South Africa. The Parties wish to collaborate on a pre-agreed basis, in order to strengthen their trilateral relationship to the benefit of their respective research and teaching activities, and to further the internationalisation of the three Institutions.
2. The purpose of this Memorandum of Understanding is to establish a framework within which co-operation may further develop between the three institutions. This will occur within the context of the regulations and policies of each Institution, subject to the availability of resources and on a pre-agreed basis.
3. Co-operation between the three Institutions may include such activities as:
  - Exchanges of students and academic staff;
  - Joint research activities, including seminars, conferences and public lectures;
  - Exchange of publications, academic materials and other information;
  - Assistance in capacity building;
  - Reciprocal participation in doctoral and research master's programs by students and staff members of the respective institutions;
  - Joint quality assurance and benchmarking; and
  - Such other projects for mutual benefit that are agreed upon by all Parties.
4. Specific programs or activities will be undertaken under this Memorandum of Understanding only after a written Agreement has been concluded by the respective institutions. The terms and conditions of each program or activity, including any financial arrangements, accommodation, subsistence, accreditation, travel expenditure etc., shall be set out in a written agreement signed by an authorized representative of each institution. Normally, the home institution shall be responsible for air and local travel costs, accommodation and subsistence expenses, visa costs, and securing appropriate travel and medical insurance for their staff, and the Host Institution shall be responsible for reserving accommodation, transportation, work space, library and laboratory facilities, provided that the program is accepted by the three Institutions .
5. All three Parties shall designate a liaison office for this Memorandum of Understanding and for any subordinate agreements under this Memorandum of Understanding:
  - For NUST, the point of contact shall be the Director: International Relations or an appropriate nominee;
  - For JLU the point of contact shall be the Director of International Office or an appropriate nominee; and
  - For NWU the point of contact shall be the Institutional Director: International Liaison or an appropriate nominee.
6. The mode of ownership of research materials and research findings shall be clarified at the commencement of the Memorandum of Understanding and any subordinate agreements and shall be in line with the prevalent regulations of the partner institutions. If such collaborative research activities under this Memorandum of Understanding result in any potential for intellectual property, the Institutions concerned, shall seek an equitable and fair understanding as to ownership and other property interests that may arise.
7. All Parties agree that prior written approval is required before using another Party's name, logo, or other Intellectual Property rights in any advertising or associated publicity.
8. This Memorandum of Understanding comes into effect when the last signatory signs. It will remain in effect for a period of five (5) years from that date. Not less than six (6) months prior to its expiry, the three (3) Institutions will review its operation and mutually decide whether or not to renew it. Any such renewal shall be signed by an authorized representative of each Institution, and may include variations to this Memorandum of Understanding.

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9. This Memorandum of Understanding may be terminated by the written mutual consent of the partner institutions, or by an institution giving sixty (60) days' written notice to the other institution(s). This Memorandum of Understanding may, at any time during its period of validity, be terminated by one of the parties upon prior notice to the other(s) in writing not later than six (6) months before the termination date.
10. The Parties may disclose certain confidential information to the other(s) in relation to any future proposal made under this Memorandum of Understanding. Each Party therefore agrees that the contents of this Memorandum of Understanding and the negotiations in relation to any future proposal remain strictly confidential and each Party hereby undertakes not to disclose the same to any third Party, save for its professional advisers, without the prior written consent of the other Party except where such disclosure is required by law (including, without limitation, under applicable freedom of information legislation).
11. This Memorandum of Understanding may only be amended or modified by a written agreement signed by the representatives of each Party.
12. This Memorandum of Understanding places no financial or legal obligations on the Institutions, nor does it create any legal relationship between them. It constitutes a platform from which they may pre-agree in writing on any of the fields of co-operation as defined in clause 3 hereof.
13. The Parties hereto have executed this Agreement in two (2) original copies by their duly authorized representatives on the day and at the place referred herein, each Party receiving one (1) original copy hereof.

FOR NAMIBIA UNIVERSITY OF SCIENCE AND TECHNOLOGY

Windhoek, 04 February 2016  
 Prof Tjama Tjivikua  
 Vice-Chancellor  
 Dr Marius Kudumo  
 Director: International Relations

FOR THE JUSTUS LIEBIG UNIVERSITY GIESSEN

Gießen, 14. April 2016  
 Prof Dr Joybrato Mukherjee  
 President  
 Ms Julia Volz  
 Director International Office

FOR THE NORTH-WEST UNIVERSITY

Potchefstroom, 17 February 2016  
 Prof Dr Frik Van Niekerk  
 Deputy Vice-Chancellor: Research, Innovation and Technology  
 Prof Dr Nicholas P.L. Allen  
 Institutional Director: International Liaison