

**MOBILIZING REGIONAL CAPACITY INITIATIVES (MRCI),
ASSOCIATION OF AFRICAN UNIVERSITIES
ACCRA, GHANA**



Agreement Between

The Association of African Universities (AAU)

And

Makerere University, Uganda

For and on-behalf of :

Makerere University, Department of Food Science & Technology

Collaborating in a network with

1. Tanzania Commission for Science & Technology
2. University of Dar es Salaam, Department of Chemical and Process Engineering
3. Lake Victoria Research Initiative

ARTICLE 1- GENERAL

1.1. Purpose of this Agreement:

This Agreement establishes the terms and manner in which **Makerere University, Uganda** (hereinafter referred to as the Grantee) shall undertake the project titled ***“Enhancing use of science & technology for enterprise development through increased interactions with high education institutions and research organizations”*** in accordance with the project description in the application with the same name received and registered by the Association of African Universities (AAU) as in Annexe1 of this document, with Ref. No, **MRCI/08/F02/P49**

AAU hereby designates Prof. Olusola Oyewole, Coordinator, Mobilizing Regional Capacity Initiatives, AAU, as Project Manager on its behalf.

1.2 The Grantee and Project Leadership:

1.2.1 The Grantee confirms that it is a duly registered legal entity in its local jurisdiction. The Grantee further represents that it (i) has a history of financial

probity and a record of achievement .

1.2.21 For the purpose of this grant, the Grantee Institution designates and recognizes the following, who is the project leader of the network, as the Project Leader:

Dr John H. Muyonga,
Department of Food Science & Technology,
Makerere University,
Uganda.
E-mail: muyongaj@agric.mak.ac.ug, hmuyonga@yahoo.com

1.2.3 The Project leader recognizes the commitment made in the proposal to carry out the project in absolute conjunction with the identified partners in the network as specified in the proposal (Annexe 1)

1.3 Purpose of the Grant:

1.3.1 The purpose of the Grant is to support projects that aim at facilitating the contribution of African higher education institutions and research centers to poverty reduction and the achievement of the UN's Millennium Development Goals (MDGs) through the identification of policy frameworks, inputs and forms of support for policy development.

1.3.2 The specific purpose of this grant is to support the activities specified in the proposal (Annexe 1), with the purpose of achieving the specified objectivess and stated outputs.

1.3.3 The Grantee will use the Grant funds to finance payments made by the Grantee in line with the approved proposal of the Grantee attached to this agreement (Annexe 1)

1.4 Use of Funds:

1.4.1 The Association of African Universities shall arrange to have the Grant funds paid to the Grantee lead Institution, who will take full responsibility for the project, following effectiveness and upon receipt of a countersigned copy of this Grant Agreement., and in line with the schedule specified in Article 5 of this agreement.

1.4.2 The Grantee's Institution shall exercise the same care in the administration of the Grant as it exercises in the administration of its own funds, having due regard to economy and efficiency and the need to uphold the highest standards of integrity in the administration of public funds, including the prevention of fraud and corruption. The Grantee agrees to use the funds only for their intended purposes as described in the proposal submitted to and approved by the AAU.

1.4.3. The Grantee shall ensure that the Grant is not used for payments (a)

prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, or (b) for which corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the Grantee or any sub-grantee. The Grantee represents that it has not engaged in corrupt, fraudulent, collusive or coercive practices with respect to the Grant.

1.4.4 If the AAU determines that an amount of the Grant has been used or obtained in a manner inconsistent with the provisions of this Grant Agreement, the Grantee shall, upon notice by AAU to the Grantee, promptly refund such amount to AAU.

ARTICLE 2- COMMENCEMENT AND DURATION

2.1 The commencement date of the project is the date it is signed by the Grantee, but not later than **September 15, 2008**. If the agreement is not signed and returned to AAU by this date, the award will be regarded as void and of no effect.

2.2 The duration of this Agreement shall be as spelt out in the attached approved proposal (Annexe 1), and in line with the schedules in the approved work-plan.

ARTICLE 3 GRANTEE'S STATUS

3.1 It is mutually agreed that the Grantee is an institutional contractor and not an employee or agent of AAU.

3.2 The Grantee shall, at its sole expense, assume any financial or business obligations, which it believes, are required for the performance of this Agreement including but not limited to the employment of staff, travel expenses and any other related expenses. Should the Grantee hire and pay any person it wishes to assist under this Agreement, such individual(s) shall become and remain an employee(s) or agent of the Grantee, and not an employee(s) or agent of AAU.

3.3 The Grantee shall solely be liable for payment of wages and benefits and supervision of such employee(s). The Grantee specifically agrees that it shall have no authority to hire employees on behalf of AAU, or to incur any expenses or other financial commitments on behalf of AAU, unless agreed to in writing, in advance, by an authorized representative of AAU.

3.4 The payments specified in any portions of this Agreement shall be made without withholding or other deductions for federal, state or local taxes.

3.5 The Grantee shall be responsible for appropriate tax payments on said sums, and agrees to hold harmless and indemnify AAU for any and all liabilities it may incur as a result of failure to pay taxes upon said sums.

ARTICLE 4- SCOPE AND OBJECTIVES OF THE PROJECT

4.1 The Scope and Objectives of this Project are as detailed out in the approved proposal in the Annexe 1 of this document.

ARTICLE 5 - GRANT

5.1 It is mutually agreed that the Grantee shall carry out the project titled during the period of this Agreement under objectives set out in Article 4, and for that will receive a total grant of **Ninety Nine thousand and Nine hundred and forty six British Pounds Sterling (£99,946)** payable as follows.

- i **50% of Total fund** upon signing and returning a copy of this Agreement; with an outlay of the activities that will be covered by this initial advance, in the first six months of the project.
- ii Upon receipt of the Progress Report; and an expenditure Report, dully certified by the lead Institution's Bursar / Head of Finance, of the first advance, a second advance to cover the cost of activities of the next set of outlined activities, which should not be more than an additional **40% of the total fund**.
- iii The **final 10% of the Total funds** will only be released upon receipt of a Final Report that meet the objectives, and provides the outputs and specific requirements spelt out in the proposal, and an expenditure statement.

ARTICLE 6 - RECORDS, ACCOUNTS AND AUDIT

6.1 The Grantee shall ensure that a financial management system is maintained and financial statements are prepared, in accordance with consistently applied accounting standards acceptable to AAU, both in a manner adequate to reflect the operations, resources and expenditures related to the activities funded by the Grant.

6.2 The Grantee shall ensure that interim un-audited financial reports for the activities funded by the Grant are prepared and furnished to AAU every six months and until the completion of the project.

6.3 The Grantee shall upon AAU's request have financial statements for the activities funded by the Grant audited by independent auditors acceptable to the AAU in accordance with consistently applied auditing standards acceptable to AAU. Each such audit of the financial statements shall cover the entire Grant Period. The audited financial statements for such period shall be furnished to the AAU not later than two months after the end of the Grant Period.

6.4 The Grantee shall ensure that: (i) all records evidencing expenditures related to activities funded by the Grant are retained until at least one year

after AAU has received all the audited financial statements covering the entire Grant Period; and (ii) the representatives of AAU are able to examine such records, and are provided all such information concerning such records as they may from time to time reasonably request.

ARTICLE 7- REPORTING, MONITORING AND EVALUATION

7.1 The Grantee shall submit to the AAU – MRCI Program an activities progress report for the Grant Period, every six months, and not later than 30 days after the end of a six months period, summarizing the activities funded by the Grant.

7.2 The progress reports should (a) be no more than 10 pages in length, written in clear, concise English; (b) specify the activities, results, milestones, deliverables and issues in relation to each of the Objectives; (c) describe the actions taken to address the tasks set out in the work program; (d) report on results, including whether or not the milestone and achievement criteria have been met; (e) provide explanations of any variations; (f) report on any problems or issues either current or in the foreseeable future; and (g) describe what actions have been or may be taken to overcome such problems. Additional information may be provided in attachments as necessary.

7.3 The project location and activities can be visited by the AAU Coordinator, as he may deem fit, as part of his Monitoring and Evaluation activities and when such visits are made, the Grantee is committed in making available all information and particulars related to the project for the purpose of monitoring and evaluation.

7.4 An end of project evaluation may be instituted, by AAU, before or after the duration of the project

ARTICLE 8- NO SUBLETTING OF ASSIGNMENT

8.1 The Grantee shall not sublet, sell, assign, transfer or convey this Agreement or any part hereof, or any right, title, or interest herein, nor any of their obligations hereunder, without the prior written consent of the AAU or its designated representative.

8.2 The Grantee warrants that it has not previously assigned, sold or conveyed its interest under this Agreement.

ARTICLE 9- INDEMNITY

9.1 The Grantee agrees to hold harmless and indemnify AAU and its employees from all claims, demands, costs, expenses, liability and causes of action by third parties for death, bodily injury, property damage or any other

cause of action arising out of or in connection with the Grantee's performance of the duties under this Agreement. In the event the Grantee learns of an actual or potential claim by a third party against AAU and/or the Grantee in connection with this Agreement, the Grantee shall promptly notify AAU in writing of such claim. AAU reserves the right to retain counsel of its choice, at the Grantee's expense, to defend itself against any such claim. This indemnification clause shall survive the termination of this Agreement.

ARTICLE 10 - DISPUTES

10.1 In case of any dispute between AAU and the Grantee which is not disposed of by agreement and which involves any question of compliance of the Grantee's work with the requirements of the Agreement, the Grantee hereby agrees to be bound to AAU by any and all final decisions or determinations made hereunder by the applicable board of contract appeals, or a court, authorized or designated in the prime contract or by law for the resolution of disputes.

10.2 The Grantee agrees that AAU has the right to inspect all services called for by this Agreement. If any of the services performed under this Agreement do not conform to Agreement requirements, AAU may require the Grantee to perform the services again in conformity with Agreement requirements, for no additional fee.

ARTICLE 11- TERMINATION

11.1 AAU may suspend or terminate this Agreement, in whole or in part, for cause or for convenience. In addition, AAU shall have the right to suspend or terminate this Agreement immediately without notice in the event the Grantee fails to perform the obligations hereunder (which shall include, but not be limited to, failure to deliver a timely product as specified in this Agreement), violates regulations that apply to the provision of work under this Agreement, or engages in conduct that calls AAU into public disrepute or threatens to cause injury to its business interests.

11.2 The parties agree that it is vital to the performance of this Agreement that the Grantee establishes an appropriate working relationship with AAU member Universities and partners within the SADC region so as to allow work on this project to proceed in an appropriate manner. For this reason, AAU shall retain the right to terminate this Agreement, upon fourteen (14) days notice, if in its sole discretion the Grantee's relationship with AAU member institutions and partners is not appropriate for the continuation of the Agreement.

11.3 In the event of termination or expiration of this Agreement, the Grantee will immediately return to AAU any and all equipment and/or materials supplied to him/her in connection with this Agreement, as well as all information received from AAU during the term of this Agreement.

ARTICLE 12 - MISCELLANEOUS

12.1 Communications for administrative and procedural purposes may be made by email, fax or letter as follows.

12.2 Communications made by the Grantee to the AAU-MRCI Program will be directed to (the AAU-MRCI Contact):

**Prof. Olusola Oyewole,
Coordinator,
Mobilizing Regional Capacity Initiatives
Association of African Universities
Accra, Ghana
Tel: +233 21 761588 / 774495
Fax: +233 21 774821
E-mail: oyewole@aau.org.**

12.3 It is the AAU-MRCI's policy to make publicly available this Grant Agreement and any information related thereto after this Grant Agreement has become effective. By confirming its agreement below, the Grantee consents to such disclosure.

12.4 This Grant Agreement, including any annexes, comprises the entire agreement between AAU-MRCI Program and the Grantee relating to the subject matter hereof. It supersedes any prior arrangements, agreements or understandings relating to the subject matter and also does not include any subsequent qualifying side or cover letters.

12.5 By signing the agreement below, by the Chief Executive of the lead Institution of the Network to which this grant is being awarded, the lead Institution is accepting full responsibilities on behalf of all the other institutions in the network and on behalf of all the researchers employed by the lead institution involved in this project.

12.6 The Lead Institution will therefore be expected to provide a copy of its corporate charter and the necessary Banking details to which the fund advance will be sent in respect of this agreement.

12.7 The Grantee shall not permit the disclosure, duplication or use of any information deemed by AAU to be confidential or proprietary information.

12.8 No term or provision of this Agreement shall be deemed waived, nor any breach of the Agreement excused, unless such waiver shall be in writing and signed by both AAU and the Grantee.

12.9 To the extent that notices are required under this Agreement, they shall be sent in writing by certified mail, return receipt requested, personal delivery, or by facsimile to the Grantee at the address provided by the Grantee, and to AAU at its headquarters in Accra, Ghana, addressed to the attention of:

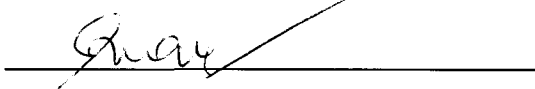
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12.10 This Agreement, and the documents appended hereto, embody the entire agreement between the parties on this subject matter and supersede any and all prior agreements, written or oral, between the parties. No modification, amendment or deletion of the terms hereof shall be effective unless made in writing and signed by AAU and the Grantee.

12.11 Should any part of this Agreement for any reason, be declared invalid by a court of competent jurisdiction, such ruling shall not affect the validity of any remaining provisions, which shall remain in full force and effect.

In witness whereof, the parties hereto have signed this Agreement on the date as indicated below.

1. For Association of African Universities



PROF. GOOLAM MOHAMEDBHAJ

Secretary General,
Association of African Universities, Accra, Ghana

04 September 2008
(Date)

2. For Grantee Institution



PROF. LIVINGSTONE S. LUBOOBI.,

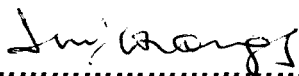
Vice-Chancellor,
University of Makerere, Uganda.
vc@admin.mak.ac.ug
for an on behalf of

Makerere University, Department of Food Science & Technology
Collaborating in a network with

1. Tanzania Commission for Science & Technology
2. University of Dar es Salaam, Department of Chemical and Process Engineering
3. Lake Victoria Research Initiative

15 September 2008
(Date)

3. For Project Leader:



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DR JOHN H. MUYONGA,
Department of Food Science & Technology,
Makerere University,
Uganda.

E-mail: muyongaj@agric.mak.ac.ug, hmuyonga@yahoo.com

15/9/2008

(Date)

AAU accounting services need the following financial information to establish contracts. Please check and/or fill in the required fields in the table below. Thank you.

INSTITUTION ADDRESS	
Full Institution Name	MAKERERE UNIVERSITY
Street Name	MAKERERE UNIV MAIN CAMPUS
House Number	MAIN BUILDING.
PO Box	7062
Postal Code	—
City	KAMPALA
Country	UGANDA
Telephone	256-414-532631
Mobile phone	256-772765571
Fax	256-414-541068
Email	VC@admin.mak.ac.ug
Contact	Prof LIVINGSTONE LUBOBI
INSTITUTION BANK INFORMATION	
Full Bank Name	BARCLAYS BANK UJ LTD
Full Bank Agency Name	BARCLAYS BANK PLC
Full Bank Agency Address	
Postal Code	
City	NEW YORK
Bank Country	USA
SWIFT/BIC code	BARCLUS33
Bank & Branch code	BARCLAYS BANK UJ LTD, KAMPALA RD
Bank Account N°	4241694
Control Key	
Confirm Account to be POUNDS or DOLLARS Account	US \$
IBAN	BARCLUGKX
Account Holder Name	MAKERERE UNIVERSITY, FACULTY of AGRICULTURE
Account Currency	US \$
Account Type (Checking Acc. or Savings Acc.)	CHECKING
Additional Banking Info (optional)	LOCAL BANK ADDRESS P.O. BOX 2971 KAMPALA

To be signed by Grantee Institution (Lead Institution in the Network)

PROF. LIVINGSTONE S. LUBOBI.,

Vice-Chancellor,

University of Makerere, Uganda.

vc@admin.mak.ac.ug

for an on behalf of

Makerere University, Department of Food Science & Technology

Collaborating in a network with

1. Tanzania Commission for Science & Technology
2. University of Dar es Salaam, Department of Chemical and Process Engineering
3. Lake Victoria Research Initiative