



UNIVERSITY OF THE
WITWATERSRAND
JOHANNESBURG

MEMORANDUM OF UNDERSTANDING

BETWEEN



The **UNIVERSITY OF THE WITWATERSRAND, JOHANNESBURG**, a public higher education institution, recognized as such in terms of the Higher Education Act 101 of 1997 with official address at 1 Jan Smuts Avenue, Braamfontein, Johannesburg, represented herein by its Vice-Principal **PROFESSOR ZEBLON VILAKAZI**, hereinafter referred to as “**Wits**”

AND

UNIVERSITY OF THE PHILIPPINES, the National University, created by virtue of Act No. 1870, as amended and strengthened by Republic Act No. 9500, otherwise known as “The University of the Philippines Charter of 2008” through its constituent university at Diliman, with official address at Quezon Hall, U.P. Campus, Diliman, Quezon City, 1101, Philippines, represented herein by its Chancellor, **DR. FIDEL R. NEMENZO**, hereinafter referred to as “**UPD**”

recognizing the benefits to their respective Universities from the establishment of institutional links, conclude this Memorandum of Understanding (MOU).

1. The purpose of this MOU is to develop academic cooperation and promote mutual understanding between the two Universities;
2. Both Universities agree to develop the following activities in academic areas of mutual interest, on the basis of equality and reciprocity;
 - a. Exchange of faculty, researchers and other research and administrative staff;
 - b. Exchange of students;
 - c. Collaborative research projects;
 - d. Lectures and symposia
 - e. Exchange of academic information and materials
 - f. Other forms of academic cooperation
3. The development and implementation of specific activities based on this MOU will be separately negotiated and agreed upon between the schools or institutes which carry out the specific projects. These activities will, subject to the institutions’ rules, regulations, policies and procedures, be conducted after discussion and agreement between representatives of both Universities, and in accordance with the laws and regulations of their respective countries after full consultation and approval from the other party.

Both Universities agree that the details regarding the specific projects/activities to be undertaken by them will be more fully described in the specific agreement/s entered into from time to time. Each such specific agreement will be reduced to writing and will be duly signed by the Parties.

4. It is understood that the implementation of any of the cooperative activities stated in Clause 2 may be restricted depending upon the availability of resources and funds at the Universities concerned.
5. Both Universities agree that, in the event of research collaboration leading to patent rights, copyrights or other intellectual property rights, a further agreement must be negotiated in each case in accordance with the policies of the two parties on intellectual property. Both Universities shall seek an equitable and fair understanding as to the ownership and other property interests that may arise, the terms of which shall then be contained in a separate agreement. This understanding shall be based on the laws, rules and guidelines then implemented in each university.
6. This MOU may be amended or modified by a written agreement signed by the representatives of both Universities.
7. In the event of an unforeseen incident during collaborative activities in either country, both Universities agree to negotiate a mutually acceptable solution. As far as practicable, these solutions shall be incorporated into the specific agreements mentioned in Clause 3.
8. This MOU is valid for a period of three (3) years from the date of last signing by the representatives of both Universities. Both Universities undertake to consult with one another three (3) months before the termination date in order to decide on the continuation of this MOU for a further period as well as on the terms and conditions on which the MOU will be renewed.
9. This MOU may, at any time during its period of validity, be terminated by the Universities, upon prior notice to the other party in writing, at least six (6) months before the termination date. This must be without prejudice to the completion of any ongoing programs.
10. Should any disagreement arise out of the application, interpretation or implementation of this MOU, the Universities shall endeavor to exercise their best efforts to negotiate the differences. Alternative methods of dispute resolution shall be exhausted before resort to court litigation.



11. Both institutions shall ensure that the appropriate organizational, physical, and technical measures are in place to maintain the confidentiality, integrity, and security of personal information and sensitive personal information that may come to its knowledge or possession by reason of any provision of this Agreement and that its employees, agents, representatives, or any person acting under its authority shall hold said information under strict confidentiality at all times.

**UNIVERSITY OF THE WITWATERSRAND,
JOHANNESBURG**

By:


Zebulon Vilakazi (Sep 21, 2020 17:59 GMT+2)

PROFESSOR ZEBLON VILAKAZI
Vice Principal

Date: Sep 21, 2020

UNIVERSITY OF THE PHILIPPINES

By:



FIDEL R. NEMENZO, D.Sc.
Chancellor

Date: 14 December 2020

WITNESSES:



PROFESSOR NITHAYA CHETTY
Dean, Faculty of Science


GIOVANNI A. TAPANG, Ph.D.
Dean, College of Science


WILSON O. GARCIA, Ph.D.
Director, National Institute of Physics

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Final Audit Report

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