

**THE MULTILATERAL MEMORANDUM OF UNDERSTANDING**

**ESTABLISHING**

**THE PARTNERSHIP FOR AFRICA'S NEXT GENERATION OF ACADEMICS  
(PANGeA)**

**AMONG**

**THE UNIVERSITY OF BOTSWANA**

**AND**

**THE UNIVERSITY OF DAR ES SALAAM**

**AND**

**MAKERERE UNIVERSITY**

**AND**

**THE UNIVERSITY OF MALAWI**

**AND**

**THE UNIVERSITY OF NAIROBI**

**AND**

**STELLENBOSCH UNIVERSITY**

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University of Botswana LM	University of Dar es Salaam Bm	Makerere University ABR	University of Malawi M	University of Nairobi EAMM	Stellenbosch University ABR
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**THIS MULTILATERAL MEMORANDUM OF UNDERSTANDING**

(hereinafter referred to as "This MoU")

made and entered into this

**12<sup>TH</sup>**                      **DAY OF**                      **NOVEMBER 2010**

Among

The University of Botswana, Faculty of Humanities and Faculty of Social Sciences  
of 4775 Notwane Rd., Gaborone, Botswana, of the **FIRST PART**,

And

The University of Dar es Salaam, College of Arts and Social Sciences  
of P O Box 35091, Dar es Salaam, Tanzania, of the **SECOND PART**,

And

Makerere University, of P.O BOX 7062 Kampala (hereinafter referred to as "MAK")  
and duly represented by its Ag. Vice Chancellor, of the **THIRD PART**,

And

The University Of Malawi, Faculty of Humanities and Faculty of Social Sciences  
of P. O. Box 278, Zomba, Malawi, of the **FOURTH PART**,



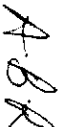



And

The University of Nairobi, Faculty of Arts  
of P. O Box 30197, G.P.O, Nairobi, Kenya, of the **FIFTH PART**,

And

Stellenbosch University, Faculty of Arts and Social Sciences  
of Private Bag XI, Matieland, 7602, South Africa, of the **SIXTH PART**,

(Herein duly represented by the respective vice-chancellors, rector, principals and deans)

University of Botswana 	University of Dar es Salaam 	Makerere University 	University of Malawi 	University of Nairobi 	Stellenbosch University 
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**PREAMBLE**

Whereas the University of Botswana, University of Dar es Salaam, Makerere University, University of Malawi, University of Nairobi and Stellenbosch University regard it to be in their mutual interest, as well as in the interest of their respective countries and communities, and of knowledge generation and research skills development in general;

Whereas they wish to strengthen the capacity of the arts, humanities and social sciences and foster a new generation of academics in Africa;

Whereas they wish to build on existing agreements and to implement the Letter of Intent signed on 14 March 2009; and

Whereas the parties are fully aware that growing a new generation of academics requires a long-term commitment,

They hereby declare their commitment to co-operate as set out in this Multi-Lateral Memorandum of Understanding (MMoU):

**Article 1: PURPOSE OF THIS MMoU**

This MMoU defines a relationship of co-operation among the parties with the following purposes:



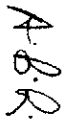



- 1.1. Establishing the Partnership for Africa's Next Generation of Academics (PANGeA), herein after referred to as "the partnership";
- 1.2. Fostering linkages between academics and supporting capacity and skills development at the member institutions;
- 1.3. Developing vibrant scholarly communities among network partners to study and generate research on selected themes relevant to Africa through *inter alia* collaborative research, faculty exchange, fellowship programmes, conferences, publications, and an interactive website;

University of Botswana LM	University of Dar es Salaam Bm	Makerere University A-B.R.	University of Malawi H	University of Nairobi ETHM	Stellenbosch University AAB
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- 1.4. Strengthening the partnership member faculties and colleges through *inter alia* sharing resources and tapping into partners' comparative advantages;
- 1.5. Building and sustaining world-class doctoral programmes on the African continent in the Arts, Humanities and Social Sciences;
- 1.6. Supporting students within the partnership.

**Article 2: STRATEGIES TO REALISE OBJECTIVES OF THIS MMOU:**

- 2.1. The parties undertake to establish collaborative research themes and projects at each of the partner institutions;
- 2.2. Establishing exchange agreements for academic staff that would enhance capacity of the partnership and the individual partner universities;
- 2.3. Establishing exchange agreements for postgraduate students;
- 2.4. Exchange and dissemination of information and research results through publications, conferences and website.
- 2.5. The parties undertake to establish the PANGEA doctoral programme on the basis of:
  - 2.5.1.a full-time well-structured three-year study and research programme;
  - 2.5.2. themes of research relevant to Africa and of mutual interest;
  - 2.5.3. joint supervision;
  - 2.5.4. joint application and selection procedures; and
  - 2.5.5. compliance with the normal admission requirements of the respective universities where students enrol.
- 2.6. The parties, pursuant to national law and local regulations, undertake to develop procedures to enable the implementation of collaborative doctoral programme awards to participants in the partnership; specific agreements shall be developed for particular doctoral programme activities and awards among partners.

University of Botswana 	University of Dar es Salaam 	Makerepe University 	University of Malawi 	University of Nairobi 	Stellenbosch University 
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2.7. Stellenbosch University undertakes to play a leadership role in establishing and hosting an African Doctoral Academy to *inter alia* provide training to doctoral students and support supervisors participating in PANGeA doctoral programmes.

2.8. PANGeA shall seek funding as outlined in article 5.

2.9. Annexures shall be developed by the Executive Board to explicate and articulate guidelines according to which specific programmes or activities can be undertaken in order to implement the above strategies.

**Article 3: ORGANISATION OF PANGeA**

3.1 Membership

3.1.1 The six parties constitute the founding members of the partnership.

3.1.2 Membership of the partnership may be extended to other institutions by invitation. The Executive Board (see par. 3.2) will determine the conditions.

3.1.3 Membership is based on the principles of reciprocity and equity.







3.2 Executive board

3.2.1 There shall be an Executive Board which shall have executive powers for PANGeA

3.2.2 The Executive Board shall consist of one representative from each member university at the level of a dean, principal or equivalent from the arts, humanities and social sciences

3.2.3 The Executive Board shall appoint a chairperson from among its members on a biannual rotational basis

3.2.4 The Executive Board shall determine general policy and approves programmes or projects as proposed by members in support and advancement of the goals and strategies of the Partnership as stated in articles 1 and 2.

University of Botswana 	University of Dar es Salaam 	Makerere University 	University of Malawi 	University of Nairobi 	Stellenbosch University 
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3.2.5 The Executive Board may appoint separate academic committees for the different PANGeA programmes.

### 3.3 Coordination and Secretariat

3.3.1 The initial coordinating institution of the partnership is Stellenbosch University for a period of three years to be reviewed by the Executive Board

3.3.2 The coordinating institution shall provide the secretariat of the partnership

3.3.3 The secretariat is responsible for managing and coordinating the overall organisation of all PANGeA activities and programmes and to prepare all necessary reports

3.3.4 Parties commit themselves to provide all necessary information to the Secretariat in time to ensure the good functioning of the programmes.

3.3.5 Each member will nominate a local coordinator who will implement and execute the programmes and decisions of the Executive Board.



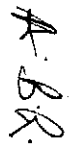



3.4 Annexures shall be developed by the Executive Board to explicate and articulate guidelines according to which specific components of the organisation of PANGeA shall operate.

### Article 4: NON-EXCLUSIVITY

This MMOU is concluded on the basis of non-exclusivity, which implies that each party is free to enter into further agreements with other institutions, provided that this shall be done with mutual notice in areas which link up or overlap with the activities of the partnership.

### Article 5: FINANCING OF THE PARTNERSHIP







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University of Botswana 	University of Dar es Salaam 	Makerere University 	University of Malawi 	University of Nairobi 	Stellenbosch University 
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- 5.1. Collaborating institutions shall endeavour to secure local and international financial support for the implementation of the general principles, programmes and activities of the partnership.
- 5.2. Academic programmes and the administrative coordination shall be carried out in accordance with the availability of funds and approved budgets.
- 5.3. Cost estimates shall be done per programme, based on actual costs and therefore not for gain.
- 5.4. Members will jointly develop proposals for funding of PANGeA programmes. Such joint funding proposals must be endorsed by the Executive Board.

**Article 6: EVALUATION AND RENEWAL**

- 6.1 This MMOU shall be valid for a period of five years, with an option to renew the agreement on the same terms and conditions for a further five years.
- 6.2 The secretariat will annually provide a review of the PANGeA programme implementation and activities and submit it to the Executive Board.
- 6.3 Over and above the annual review, evaluation will be implemented as follows:
  - 6.3.1 After the first three years an evaluation will be made by the Executive Board of the objectives and principles of the Partnership in order to determine its success and the quality of its results.
  - 6.3.2 At the end of five years all parties will have the opportunity to renegotiate their PANGeA membership or to renew this agreement in terms of clause 6.1. Continuation or renewal of membership shall be effected through submission of letters of confirmation from the Vice-Chancellor or duly represented of each member institution to the Secretariat for notification of the Executive Board.
- 6.4 No addition to or variation, consensual cancellation or novation of this agreement and no waiver of any right arising from this agreement or its breach or termination shall be

University of Botswana 	University of Dar es Salaam 	Madagascar University 	University of Malawi 	University of Nairobi 	Stellenbosch University 
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of any force or effect unless reduced to writing and signed by all the parties or their duly authorised representatives.

**Article 7: DISPUTES**

7.1 The PARTIES shall make every effort to settle disputes amicably. If a dispute is not capable of being settled between the PARTIES amicably, such dispute shall be elevated to the Senior Management / Executive or their duly designated representatives for mediation purposes.

7.2 In the event that a Party wishes to withdraw as a result of its inability to achieve the objectives due to changing circumstances or for any other reason, such Party shall advise the other Parties before such cancellation in writing forthwith providing full details pertaining to the proposed withdrawal.

**Article 8: DURATION AND RENEWAL OF THE AGREEMENT**

This MMoU shall remain in force for a period of five (5) years from the date of the last signature. The agreement may be renewed or extended for an additional (five) 5 years, by mutual consent of the parties.

**Article 9: TERMINATION**

Any party may terminate this agreement by giving the other parties at least six (6) months written notice. Unless the Agreement has been renewed in terms of clause 6 of this agreement, the Agreement shall automatically terminate after 5 years.

**Article 10: PROTECTION OF INTELLECTUAL PROPERTY**

University of Botswana LM	University of Dar es Salaam A.B.R.	Makerere University LM	University of Malawi LM	University of Nairobi A.B.R.	Stellenbosch University A.B.R.
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10.1 Ownership/Copyright of the respective Parties' intellectual property e.g. course material shall remain so vested in the party creating it.

10.2 The Parties recognise that under their respective academic policies, the results of research work must be publishable and agrees that researchers engaged in the Partnership shall be permitted to present the methods and the results of research work at national or regional professional meetings and symposia, and to publish such material in journals, theses or dissertations, or other methods of reporting of their own choice.

10.3 Any publication regarding such intellectual property shall only be possible with the prior written consent of both parties, with the understanding that such consent should not be unreasonably withheld. Joint publications shall be promoted.

10.4 Before any registration or commercialization of any intellectual property takes place, the parties agree to reach a separate agreement covering issues such as exploitation rights and revenue sharing.



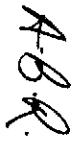



10.5 This MMoU shall not permit the use or dissemination by any party hereto of intellectual property belonging to another party, without the prior written consent of the party owning said intellectual property.

#### Article 11: WARRANTY

Each Party warrants to the other Parties that he has power, authority and legal right to sign and perform this Agreement and that this Agreement has been duly authorised by all necessary actions of its directors, to the extent applicable, and constitutes valid and binding obligations on it in accordance with the terms of this Agreement. This Agreement shall take effect upon ratification by signature by the duly authorised persons of the six parties involved.

#### Article 12: AMENDMENT

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University of Botswana 	University of Dar es Salaam 	Makerepe University 	University of Malawi 	University of Nairobi 	Stellenbosch University 
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This MIMoU shall only be modified by written amendment agreed to, and signed by, the parties hereto. Any such amendment shall be annexed as an addendum to the present MIMoU and shall form an integral part thereof.

### **Article 13: GOVERNING LAW**

This MIMoU and or activities embodied herein shall be governed in accordance with the National Laws/Legislation of each partner country.

### **Article 14: CONTACT PERSONS**

These persons shall be the parties' contacts for questions with regard to this MIMoU.

For UNIVERSITY OF BOTSWANA:

Name: Prof H Siphambe  
Title: Dean, Faculty of Social Sciences  
Address: 4775 Notwane Rd., Gaborone, Botswana  
e-mail: siphambe@mopipi.ub.bw  
Web: www.ub.bw/

For UNIVERSITY OF DAR ES SALAAM:

Name: Prof B Mapunda  
Title: Principal, College of Arts and Social Sciences  
Address: P O Box 35091, Dar es Salaam, Tanzania  
E-mail: bbbmapu@udsm.ac.tz  
Web: www.udsm.ac.tz/


For MAKERERE UNIVERSITY:

Name: Prof B Rukooko  
Title: Dean, Faculty of Arts  
Address: Faculty of Arts, P. O. Box 7062 Kampala, Uganda  
E-mail: brukooko@arts.mak.ac.ug  
Web:www.mak.ac.ug

For UNIVERSITY OF MALAWI:

Name: Prof E Chirwa  
Title: Professor, Faculty of Social Sciences  
Address: P. O. Box 278, Zomba, Malawi  
E-mail: echirwa@yahoo.com  
Web: www.unima.mw/

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University of Botswana	University of Dar es Salaam	Makerere University	University of Malawi	University of Nairobi	Stellenbosch University
K.M	B.I.I	A.B.R.	U.H		M.O.S

For UNIVERSITY OF NAIROBI:

Name: Prof E Njeru

Title: Dean, Faculty of Arts

Address: P.O Box 30197,G.P.O, Nairobi, Kenya

E-mail: deanarts@uonbi.ac.ke

Web: www.uonbi.ac.ke/

For STELLENBOSCH UNIVERSITY:

Name: Prof J P Groenewald

Title: Co-ordinator, Graduate School in Arts and Social Sciences

Address: Private Bag XI, Matieland, 7602, South Africa

Tel: +27 (0)21 808 4580

E-mail:jipg@sun.ac.za

Web: www.sun.ac.za/graduateschool

#### Article 15. NOTICES

Formal notices to be given under this MMOU shall be in writing and be delivered to the person on the address stated in section 14, unless the receiving party has specifically notified the sending party of another address for this purpose. The notice may be delivered personally, by mail or by fax but always with receipt acknowledgement.

#### Article 16. FORCE MAJEURE

Neither party shall be liable for any delay or default if such delay in performance or other failure to perform their respective obligations under this MMOU is the result of an event of force majeure, being any event outside of the reasonable control of a party and which was not reasonably foreseeable, which includes, but is not limited to, acts of God, government restrictions, wars, floods, strikes, fire.

University of Botswana <i>LM</i>	University of Dar es Salaam <i>Biri</i>	Makerere University <i>A.B.R.</i>	University of Malawi <i>WA</i>	University of Nairobi <i>ESTM</i>	Stellenbosch University <i>MRB</i>
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IN WITNESS whereof the parties hereto set their respective hands;

SIGNED for and on behalf of:

UNIVERSITY OF BOTSWANA, by



Dr L Maletle

Director: Office of International  
Education and Partnerships

12 November 2010

UNIVERSITY OF DAR ES SALAAM, by



Prof B Mapunda

Principal: College of Arts and Social Sciences

12 November 2010

MAKERERE UNIVERSITY, by

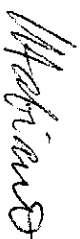


Prof B Rukooko

Dean: Faculty of Arts

12 November 2010

UNIVERSITY OF MALAWI, by



Dr E Fabiano

Vice-Chancellor

12 November 2010

UNIVERSITY OF NAIROBI by

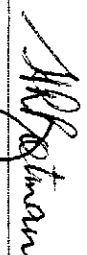


Name Professor E Njeru

Dean, Faculty of Arts

12 November 2010

STELLENBOSCH UNIVERSITY, by



Professor Russel Botman

Rector and Vice-Chancellor

12 November 2010

**Addendum One to the PANGeA Multilateral Memorandum of Understanding**

**With Respect to The University of Botswana,  
Faculty of Humanities and Faculty of Social Sciences**

In Furtherance of Article 2: STRATEGIES TO REALISE OBJECTIVES OF MIMoU  
And in direct pursuance of Article 2.9 which states that

*Annexures may be developed by the participating partners to explicate and articulate guidelines according to which specific programmes and activities can be undertaken in order to implement the [...] strategies outlined in the MIMoU,*

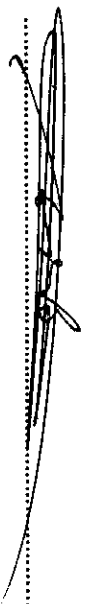
The University of Botswana and PANGeA Partners agree to the following:

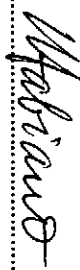
- 2.2.1 The University of Botswana undertakes to send staff to participate in the Research Methodology course offered under the auspices of PANGeA and African Doctoral Academy over an initial period of two years;
- 2.3.3. 1 The University of Botswana undertakes to collaborate in the PANGeA doctoral programme on the basis of Participating University of Botswana students undergoing one year of the PANGeA - African Doctoral Academy-funded Research Methodology course over an initial period of two years;
- 2.6 Both parties will review this addendum after two years, with the two year period being understood to commence on the day of signature of the MIMoU by the University of Botswana and PANGeA partners

SIGNED at STELLENBOSCH on this 12<sup>TH</sup> DAY OF NOVEMBER 2010  
For and on behalf of

UNIVERSITY OF BOTSWANA :  .....

UNIVERSITY OF DAR ES SALAAM:.....

MAKERERE UNIVERSITY:  .....

UNIVERSITY OF MALAWI:  .....

UNIVERSITY OF NAIROBI:  .....

STELLENBOSCH UNIVERSITY:  .....