



MEMORANDUM OF UNDERSTANDING on ACADEMIC EXCHANGE

between

UNIVERSITY OF ZAMBIA, LUSAKA, ZAMBIA,
SCHOOL OF EDUCATION
and

BERGISCHE UNIVERSITÄT WUPPERTAL/UNIVERSITY OF WUPPERTAL, GERMANY,
SCHOOL OF HUMAN AND SOCIAL SCIENCES

The University of Zambia, represented by Vice-Chancellor, Professor Luke Evuta Mumba, PhD, on behalf of its School of Education, Central Administration Block Great East Road Campus, with postal address: P.O. Box 32379, Lusaka, Zambia, and Bergische Universität Wuppertal, represented by its Rector, Prof. Dr. Lambert Koch, behalf of its School of Human and Social Sciences, Gauss Str. 20, 42119 Wuppertal, Germany, each a "Party" and collectively the "Parties, have entered into negotiations on implementing academic cooperation with the objective of identifying appropriate fields for future academic cooperation.

Preamble

In the course of the visit of Prof. Dr. Maria Anna Kreienbaum at University of Zambia in March 2016, both Parties became aware of mutual interests in promoting research activities, student and staff mobility as well as forging School partnerships. Against this background the Parties have resolved to investigate within the next 12 months whether, out of the areas of interest mentioned above, specific fields of common activity and/or joint projects might be developed that would make it appropriate, to conclude on a formal agreement of cooperation between the Parties.

§ 1 Object

1. Prospective cooperation projects need to be substantiated by the respective cooperating schools through a work program of not more than 2 years duration. The Parties will try to identify appropriate responsible academics on both sides to elaborate such a work program for the years 2016-2017.
2. Both Parties will work on preparing concrete common projects in the following areas:
 - **Exchange of students:** Organisation of study visits and training, participation in Bachelors', Masters' and Doctoral courses, recognition of academic credits, guidance and supervision of student's theses and project works. Towards this purpose, a few scholarships to meet their living expenses partly or wholly may be made available from both sides. During the term of this MoU the number of exchange students is limited to a maximum of 2 students from each institution.

- **Exchange of faculty:** Planning and handling of academic programs and courses, organization of seminars, workshops and conferences including the exchange of mutual experiences in teaching, research and industrial practice.
- **Exchange in research:** Joint programs in Research and Development including exchange of publications and reports.
- **Twinning Programs:** Explore possibilities of joint twinning programs in interdisciplinary areas of specialization of high relevance to both institutions.

§ 2 Financial Regulations

1. All activities are subject to the availability of adequate funding. Neither Party shall be held in breach of the agreement if unforeseen circumstances prevent it from participating in any activity previously agreed upon.
2. Both Parties will try to ensure financing by obtaining external funding.

§ 3 Law applicable Clause

This MoU shall be construed and governed by the laws of both countries and international law.

§ 4 Dispute Settlement Clause

In the event of any dispute between the parties as to the interpretation, application or performance of this MoU including its existence, validity or termination of such disputes, shall as far as possible be settled amicably through consultations or negotiations between the parties.

§ 5 Amendment and Termination Clauses

This MoU shall be amended only by the Mutual written consent of both parties.
This MoU may be terminated by either party on giving 6 months written notice. Such termination shall free the parties herein of any obligations under this MoU.

§ 6 Administration and Validity

1. Each Party will appoint a partnership coordinator to facilitate communication between the respective faculties/units. Responsibility for preparing and finalizing any future legally binding agreement will be assumed by the Legal Counsel (University of Zambia) and Prof. Dr. Maria Anna Kreienbaum (Bergische Universität Wuppertal) in coordination with the units responsible for international cooperation of both institutions.
2. This MoU shall enter into force when duly signed by the authorized representatives of both parties and shall remain in force for a period of 12 month. Both Parties will keep each other informed about their results up to that date. The MoU can be prolonged for a further period if both sides agree. It is executed in English in duplicate.

WITNESS WHEREOF the undersigned, being duly authorized representatives have hereby on behalf of the parties signed this Memorandum of Understanding on the day and year first before written.

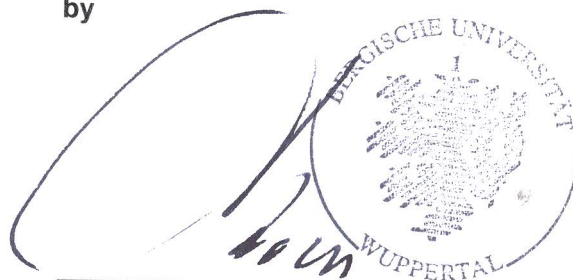
**Signed for and on behalf of
The University of Zambia
by**



Professor Luke Evuta Mumba, PhD,
Vice President

Dated:-Lusaka,

**Signed for and on behalf of the
Bergische Universität Wuppertal
by**



Prof. Dr. Lambert T. Koch
Rector

Dated:-Wuppertal

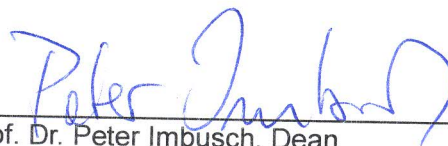
**In the Presence of:
Witness**



Dr. O. Chakulimba, Dean
School of Education

Dated: Lusaka,

**In the Presence of:
Witness**



Prof. Dr. Peter Imbusch, Dean
School of Human and Social Sciences

Dated: Wuppertal, 10.8.16