



AGREEMENT OF PARTNERSHIP

between

The Eduardo Mondlane University (UEM), Mozambique

and

The Technische Universität München (TUM), Germany

Preamble

This Agreement is conveyed through the mutual Memorandum of Understanding about the development of the economical and technological collaboration between the Ministry for Economy and Technology of the Federal Republic of Germany and the Ministry for Science and Technology of the Republic of Mozambique.

The Eduardo Mondlane University, in Maputo, Mozambique, hereinafter designated as UEM, represented by its Rector, Prof. Dr. Filipe José Couto, and the Technische Universität München, in Munich, Germany, hereinafter designated as TUM, represented by its President, Prof. Dr. Dr. h.c. mult. Wolfgang A. Herrmann, are mutually interested to carry on their existing academic relationship, in enlarging and broadening their co-operation and in intensifying their collaboration in academic and research-related activities.

The two institutions have discussed the furtherance of these interests and now record their mutual understanding as follows:

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I. STUDENT EXCHANGE

1. The Eduardo Mondlane University and the Technische Universität München will accept students upon the recommendation of the Faculties/Units, or upon that of the International Office, in subjects or programmes to be agreed by the parties.
2. The exchange will have a maximum duration of three semesters. The academic year lasts from February, 14th until November, 30th at UEM and from October, 1st, until September, 30th, at TUM.
3. The home university will select students to take part in the exchange programme.
4. The home university is responsible for the testing of the exchange students' foreign language skills.
5. The exchange students will remain enrolled at their home university or will be granted a sabbatical term. The students will be enrolled at the receiving university (provided they possess the minimum necessary entry requirements).
6. No study fees will be charged by the receiving university.
7. Travel costs, living expenses and the costs of medical insurance will be borne by the exchange student. Both partner universities will, however, attempt to find sources of financial support to cover at least some of the student's costs.
8. The universities cannot guarantee the provision of suitable accommodation for the student, but the receiving university will assist the students in their search for accommodation.
9. The partner university will help the students in finding an industrial internship.



II. EXCHANGE OF ACADEMIC AND ADMINISTRATIVE STAFF

The partners intend the following:

1. The presentation of lectures by academic staff from the partner university and the direct exchange of ideas between colleagues, working on special research areas.
2. Participation in scientific conferences and events organized by the partner university.
3. Scientific work on joint research projects.
4. Exchange of administrative staff from the partner universities for purposes of further training, increasing international experience and learning best practice administration.
5. Both universities undertake to care, as far as possible, for the needs of visitors from the partner university and to assist them in finding suitable accommodation.
6. In order that necessary arrangements can be made in a timely manner, special provisions or obligations relating to visits by academic members of staff will be agreed before the beginning of the visit.
7. The home university will continue to pay the salary of members of staff during their stay abroad. The receiving university will make no salary payments to the visiting member of staff. Both partners will make efforts to compensate members of staff for any extra expenditure which incur.
8. The home university or the member of staff personally will be responsible for any travel expenses.



III. ORGANISATION AND ADMINISTRATION

1. Each party will nominate an official representative with responsibility for the realisation of the stated objectives.
2. Both parties to the agreement will consult one another whenever they feel it necessary and will meet at least once a year to discuss possible development of the programme and to appraise its success to date.
3. All intellectual property solely conceived and/or developed by Technische Universität München during the course of this Agreement shall be owned by TUM. All intellectual property solely conceived and/or developed by the Eduardo Mondlane University during the course of this Agreement shall be owned by UEM. Intellectual property jointly conceived and/or developed by TUM and UEM will be jointly owned by TUM and UEM. Each party may use such property for research and scholarly purposes. TUM and UEM agree to collaborate towards the protection, if appropriate, and application of such intellectual property for commercial or other purposes on mutually acceptable terms to be negotiated in good faith between the parties.
4. Neither Eduardo Mondlane University nor Technische Universität München will be responsible or held liable for the actions of the other party for any activity under this Agreement. Furthermore, neither party shall be required to purchase any insurance against loss or damage to any personal property to which this agreement relates.
5. This agreement shall immediate effect upon the date of signature and will remain valid until one party notifies the other of its wish to terminate the agreement in writing at least six (6) months prior to the beginning of an academic term (see III.1).
6. Changes to this agreement can only be made with the written consent of both partner universities.
7. This agreement may be terminated, with a six months' period of notice, by either party. In such cases the commitments made to staff and students already participating in the programme must be honoured.

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8. This agreement places no financial obligations on either of the partner universities. The agreement will be completed in both German and in Mozambique, both of which will be equally valid.

Maputo, 19/09/2008

Munich, 31/07/2008

For Eduardo Mondlane University

For the Technische Universität
München



Prof. Doutor Filipe José Couto

(Rector)



Prof. Dr. Dr. h.c. mult. Wolfgang A.
Herrmann

(President)

