



UNISA



MEMORANDUM OF UNDERSTANDING

Entered into by and between

Instituto Superior de Contabilidade e Auditoria de Moçambique

is a public higher education institution created by Decree 54/2004 of 1st December, as an entity constituted for its educational purposes, in addition to those defined in Law 5/2003 of January 21 in the city of Maputo, Rua John Issa, No.93,

Herein represented by Managing Director of the Instituto Superior de Contabilidade e Auditoria de Moçambique duly authorised thereto.

(Hereinafter referred to as the "ISCAM")

And

THE UNIVERSITY OF SOUTH AFRICA

A public higher education institution duly established in terms of section 20(4) of the Higher Education Act, Act 101 of 1997

Herein represented by Principal and Vice-Chancellor duly authorised thereto

(Hereinafter referred to as "UNISA")

PREAMBLE

A. Instituto Superior de Contabilidade e Auditoria de Mocambique

WHEREAS the ISCAM is a public higher education institution created by Decree /2004 of 1st December, as an entity constituted for its educational purposes, in addition to those defined in Law 5/2003 of January 21 in the city of Maputo, Rua John Issa, No.93,

WHEREAS it is the first public institution of higher education in Mozambique to train technicians with a higher degree of specialization in the areas of accounting and auditing. Thus, its mission is to train scientifically, technically and culturally at the higher level in the fields of accounting, auditing and administration/management;





AND WHEREAS it is common cause within the scope of strategic plan, the ISCAM intends to establish partnerships with higher education institutions in the region, with UNISA being an identified entity for the development of research and training projects as well as teacher and students exchange;

B. UNIVERSITY OF SOUTH AFRICA

WHEREAS UNISA is a distance learning public institution of higher education, established under the Higher Education Act, Act 101 of 1997;

WHEREAS it is common cause that the vision of UNISA is towards the African university in the service of humanity;

AND WHEREAS it is common cause also that the mission of UNISA is a comprehensive, open distance learning institution that produces excellent scholarship and research, provides quality tuition and fosters active community engagement, guided by the principles of lifelong learning, student centeredness, innovation and creativity.

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C. PARTIES

WHEREAS the Parties, in the spirit of strengthening relations, agree to enter into this MoU to provide a framework within which the Parties will jointly host public lecture series, seminars, workshops and training. The ISCAM will also, when necessary contract Unisa to provide training for participants by the ISCAM as well as conducting research on its behalf.

WHEREAS the Parties wish to collaborate with each other given such common commitment and an interest;

WHEREAS the Parties accept that such collaboration will on occasion entail the exchange of information and materials subject to the observance of any relevant legislation”;

AND WHEREAS the Parties wish to set out the terms and conditions of their collaboration in this Memorandum of Understanding (“MoU”)

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. PURPOSE

The purpose of this MoU is to provide a framework for collaboration for hosting public lecture series and collaborate on selected areas of research, development the sharing of facilities and other resources and matters related thereto.

2. DURATION OF AGREEMENT

This MoU shall come into effect upon signature by both Parties and will remain in force for three (3) years and may be renewed by mutual written consent of both Parties.



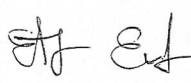

3. AREAS OF POSSIBLE COLLABORATION

This MoU does not constitute a legally binding document on the part of either Party. It reflects a desire on the part of both Parties to collaborate in the areas outlined below in terms of an arrangement satisfactory to the Parties.

To hold jointly organised public lecture series on subjects of mutual interest;

To undertake collaborative research, teaching and learning and share results. Such sharing should contribute towards enhancing the capacity of both Parties;

Conduct short courses and teacher training.

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4. PRIMARY CONTACTS

The Parties shall designate representatives that will serve as primary contacts for the purpose of enabling this MoU. The representatives will manage all significant communications between the Parties.

5. FUNDING

The parties share funding for the joint series of public lectures, seminars and workshops will. Where necessary they will conduct joint fundraising.

For training and research by Unisa on behalf of ISCAM, Unisa will levy fees in terms of Unisa fee systems and structure and such fees will be paid by the ISCAM in terms of a separate service level agreement. The same process will be followed by ISCAM.

6. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

Copyright and other Intellectual property rights in all reports and materials pursuant to the Collaboration shall be negotiated on a project-specific basis, recognising the collaborative nature of the MoU and the mutual commitment of the Parties thereto.

7. TERMINATION

The MoU may be terminated by either Party by a three month's written notice. Termination resulting from such a notice will not invalidate contracts for projects in force at the time.

8. CONFIDENTIALITY AND PUBLICITY

- 8.1 The Parties shall treat the terms of this MoU and all information exchanged, received by each other as strictly confidential. This information relates to proprietary information, technical knowledge, experience and data of a confidential nature.
- 8.2 The Parties shall keep all such information obtained confidential towards third parties and only use it in cooperation with each other for the purpose expressly agreed upon and to disclose same to the employees only on the basis of the need to know.
- 8.3 The Parties shall cause all of their employees who are directly or indirectly given access to the said proprietary and secret information to execute secrecy undertakings in a form acceptable to the Parties in order to protect the parties against the unauthorised disclosure

of such information to any third party and fully cooperate in the enforcement of such secrecy undertakings.

8.4 Nothing contained herein will in any way restrict or impair either Party's right to use, disclose, or otherwise deal with any confidential information which at the time of its receipt:

- (i) Is generally available in the public domain, or thereafter becomes available to the public through no act of the receiving party or breach of this agreement; or
- (ii) Was independently known prior to receipt thereof, or made available to such receiving party as a matter of lawful right by a third party; or
- (iii) Is disclosed by operation of law.

8.5 UNISA will not use the name of ISCAM, nor of any employee of the ISCAM, in any publicity, advertising or news release without the prior written approval of an authorized representative of ISCAM. ISCAM will not use the name of UNISA, nor any employee of UNISA, in any publicity without the prior written approval of the UNISA.

8.6 The parties agree to keep confidential in accordance with the Protection of Personal Information Act (POPI) any personal information regarding students or staff exchanged between the parties in terms of the MoU.

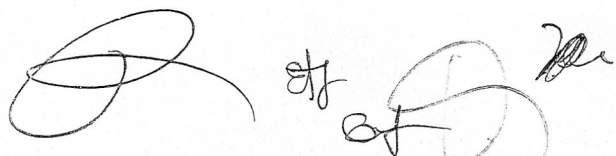
9. LIMITATION OF LIABILITY

9.1 Neither Party shall be liable to the other Party for any loss or damage caused by or arising from any act or omission in terms of or pursuant to this Agreement, except to the extent specifically provided for in clauses 9.2 to 9.4 below.

9.2 The liability of one Party to the other Party in terms of this Agreement or in terms of the common law or any indemnity relating to this Agreement, for:

- (i) Any direct or indirect or consequential damages, whether at any time within the contemplation of the Parties or not, and
- (ii) Any loss of income or profit, howsoever arising, shall be limited to the aggregate of the price or remuneration or value of any consideration paid by the Party suffering the loss to the other Party in terms of this Agreement.

9.3 One Party shall not be liable to the other Party for any loss suffered if such loss is caused by or arises from acts or omissions of the Party suffering the loss, rendering the other Party unable to perform its duties in terms of this Agreement.

Handwritten signatures and initials at the bottom of the page. There are three distinct signatures: a large, loopy signature on the left, a smaller signature in the middle, and another signature on the right. A small number '5' is written above the middle signature.

9.4 The provisions of clauses 9.1 to 9.3 above are also stipulated for the benefit of the employees, agents or contractors of the Parties to this Agreement.

10. ANTI-CORRUPTION

The involved parties are committed neither to offer advantages, direct or indirectly, to third parties nor to ask, promise or accept offers to benefit themselves or others with the purpose of getting a favorable approval on the services to be provided within the scope of this present Memorandum.

11. GOVERNING LAW

The laws of the Republic of South Africa shall govern this MoU.

12. DISPUTE RESOLUTION

12.1 The Parties shall use reasonable efforts to resolve any dispute that may arise under this MoU through good faith negotiations.

12.2 In the event that the Parties are unable to reach settlement, such dispute shall be submitted to and decided by arbitration by an arbitrator to be agreed upon by the Parties, failing which one shall be nominated by the president of the Law Society.

12.3 The decision of the arbitrator shall be final and binding and may at the request of either of the Parties be made an Order of Court in a Court of competent jurisdiction.

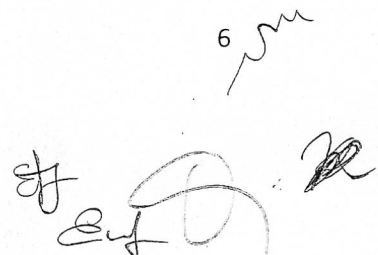
13. DOMICILIA AND NOTICES

13.1 The Parties hereby choose as their *domicilia citandi et executandi* for all purposes under this MOU, whether in respect of court processes, notices or any other documents or communications of whatever nature the following addresses:

13.1.1 For ISCAM:

Intituto Superior de Contabilidade e Auditoria de Mocambique
Higher Institute for Accounting and Auditing of Mozambique
Rua John Issa
NO 93
Maputo
Mozambique



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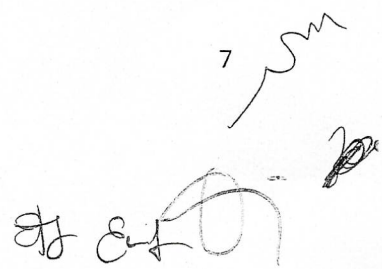
Tel. Office: +258 21 – 328657
Fax. No.: +258 21328657
Email.: info@iscam.ac.mz

13.1.2 For UNISA

University of South Africa
Oliver Tambo Building 13-01
Preller Street, Muckleneuk Ridge
Pretoria
Tel. No.: (012) 429 – 6904
Fax No.: (012) 429 - 8902
Email: legal@unisa.ac.za

14. GENERAL

- 14.1 This MoU is not legally binding and does not create any right or benefit, substantive or procedural, enforceable by law or equity against either Party.
- 14.2 Each Party shall be responsible for its own costs and expenses in connection with this MoU.
- 14.3 No amendments of, or additions to or variation or cancellation of this MoU shall be of any force or effect unless reduced to writing and signed by both Parties hereto.
- 14.4 No Party shall be entitled to cede, delegate or transfer any of its rights in terms of this MoU to any of its authorized representatives, unless prior written consent has been obtained from the other Party.




IN WITNESS WHEREOF the undersigned approve the terms and conditions of this Memorandum of Understanding.

On behalf of **ISCAM** (duly authorised)

Name : Prof. Doutor Alfeu Jacinto Vilanculos

Title : Managing Director

Signature : 

Witnesses 1: 


2: Elsa Jorge

Signed at Pretoria on the 30 day of 01 2019.

On behalf of **UNISA** (duly authorised)

Name : Prof Mandlenkosi Stanley Makhanya

Title : Principal and Vice Chancellor

Signature : 

Witnesses 1: 

2: 

Signed at Pretoria on the 30 day of 01 2019.

