



MEMORANDUM OF UNDERSTANDING BETWEEN THE UNIVERSIDADE NACIONAL TIMOR LORASA'E AND THE UNIVERSITY OF ANTANANARIVO

The Universidade Nacional Timor Lorosa'e (UNTL), Public University, located at Avenida Cidade de Lisboa, Dili, Timor-Leste, herein represented by its Rector, Professor Doutor Aurélio Guterres, hereinafter referred to as **UNTL**
and

The University of Antananarivo located in Campus Universitaire d'Ambohitsaina, P.B. 566 Antananarivo, Madagascar, herein represented by its President, Professor Abel ANDRIANTSIMAHAVANDY, hereinafter referred to as the **UA**,

designated jointly as "Parties" in order to develop cooperative relations based on establishing contacts and mutual understanding, agree as follows:

First Clause

Subject

The purpose of this Protocol includes, by mutual consent and verification of the appropriate conditions, any program offered and proposed by any of the Parties and accepted by the other Party, deemed as desirable, feasible, and that may contribute to the promotion and development of cooperative relations between them particularly in the areas of Training Human Resources, Institutional Development and Scientific Research.

Second Clause

Scope

1. All understandings and assistance will be subject to budget availability of funds and the specific approval of the Rector of the Universidade Nacional Timor Lorosa'e or of the President of the University of Antananarivo, for activities or programs such as:



- a. Collaborative partnerships between researchers of the UNTL and the UA in research works and projects of common interest;
 - b. Exchange of academic and administrative staff members;
 - c. Students exchange activities;
 - d. Development of joint teaching, research and capacity building activities;
 - e. Participation in seminars and academic meetings;
 - f. Participation in special academic programs of short duration;
 - g. Development of cultural exchange activities;
 - h. Creation of opportunities for the development of academic and functional framework of both Parties, through the use of sabbaticals and other programs of personnel development;
 - i. Provision of mutual consultancy services;
 - j. Other activities deemed mutually appropriate. Other initiatives considered appropriate and in accordance with the spirit and nature of this Protocol.
2. The terms and features of each program and activity should be mutually discussed and settled on a specific written document between both Parties before its start defined by way of Executive Agreements.

Third Clause
Implementation

1. This document is in no way intended to create legal or binding obligations on either party. It serves only as a record of the parties' current intentions to enhance relationship of the Institutions going forward.
2. *The contents of this document or the activities conducted under it do not constitute either party as agent, servant or employee of the other; each party is fully and solely responsible for their own actions under this Protocol.*



3. Each Party shall designate an officer as Focal Point to coordinate specific activities or programs, by approval of their highest bodies.
4. Each Party shall ensure full compliance of their cooperating agents in the related programs or activities, as well as the Laws and Regulations applicable, including insurance and payment of fees and taxes.
5. The costs and fees to implement activities and programs developed under this Protocol shall be borne by the Parties, on the terms and conditions set forth in each related Executive Agreement.
6. The selection of participants for each program or activity is coordinated and developed by the home institution of the same, taking into account the technical and basic criteria set for eligibility by the receiving institution.

Fourth Clause

Intellectual Property

1. When any collaborative action result in generation of intellectual property, the Parties must, through their official representatives, establish rights over such property, seeking, in this act, to preserve the harmonious relationship between the institutions.
2. In all communications and publications that result from projects developed under this Agreement, both UNTL and UA shall be specifically listed in the credits for this joint production.

Fifth Clause

Term and Termination

1. This Protocol shall be valid for a term of five years from the date of signature and any additions and/or modification of the agreement requires approval, *in writing, by each of the Parties and shall be attached to this document.*
2. Each Party reserves the right to terminate this Protocol by means of written communication, with at least 5 (five) months in advance.



3. Each Party reserves the right to terminate this Protocol by means of written communication, with at least 6 (six) months in advance.
4. Teachers, students, staff and other employees who are to conduct studies or participate in joint actions at the time of termination of this Protocol shall be entitled to finalize their studies or works if it is deemed possible from a logistical, financial and institutional standpoint by both Parties.

Sixth Clause

Forum and Litigation


1. Any disputes shall be resolved by the jurisdiction of the place where the fact occurs, but both Parties shall try to settle the matter in first place through friendly conversations between them.

Seventh Clause

Final Provisions

1. This Protocol shall enter into force on the day after the last signature.

Having agreed with the terms and conditions set herein, this Protocol is signed by the Parties in 02 (two) originals, written in English language, on behalf of:


University of Antananarivo

Professor Abel ANDRIANTSIMAHAVANDY
President

Universidade Nacional Timor Lorosa'e

Professor Doutor Aurelio Guterres
Rector

Dated: 08 / 02 / 2012

Dated: 17 / 2 / 2012