



# Memorandum of Understanding

between

Aditya Engineering College

and

Addis Ababa Science and Technology University

June 2019





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Singularly referred to as "party" and collectively as "parties"

This Memorandum of understanding (MoU) is made and entered into by and between the Aditya Engineering College, herein after referred to as "AEC", and Addis Ababa Science and Technology University herein after referred to as "AASTU", concerning cooperation in research, education and community outreach programs/services.

WHEREAS AEC is a Self Financed Engineering College established by Aditya Academy, a non-Governmental Organization and has a mission of conducting research, coordinating research, human resource and research infrastructure capacity building and monitoring, and regulation of engineering related researches. Aditya Engineering College is approved by AICTE and Affiliated to JNTUK, Kakinada, India.

WHEREAS AASTU is a Public Higher Educational Institution established by proclamation, and has a mission of offering high quality education and training, conducting demand driven and problem solving research, and rendering consultancy and community services in order to contribute to the development endeavors of the Federal Democratic Republic of Ethiopia.

WHEREAS the parties have mutual interests in research, education and community outreach programs/services ("areas of cooperation") and wish to increase the level of collaborative research and strengthen the cooperation between the two institutions especially within these areas of cooperation.

**THEREFORE**, the parties, having common goals and expressing their mutual desire to cooperate in the areas of cooperation, have agreed to formalize their relationship in accordance with the following articles.

Tarekegn Berhanu Esho (Ph.D)

Tarekegn Berhanu For Academic

Vice President for Affairs



ADITYA ENGINEERING COLLEGE
SURAMPALEM - 533 437

# **ARTICLE 1**: Exchange of Information

- 1.1. The parties will exchange information on the extent, scope and magnitude of their research and training programs in the areas of mutual interest.
- 1.2. The parties shall exchange information and knowledge in the areas of mutual interest in the form of newsletters, publications and other media.
- 1.3. Each party will invite the other to participate in scientific meetings, conferences, workshops and seminars of mutual interest that it holds and which are related to their common activities.
- 1.4. The parties will cooperate in organizing scientific conferences, workshops and specialized seminars in areas of mutual interest.

#### ARTICLE 2: Research

- 2.1. AEC and AASTU will promote cooperation in research through consultations and joint /trainings/studies/academic activities/ in areas of mutual interest, including but not limited to
  - a) scientific collaboration in areas of mutual interest;
  - b) securing external research funds (establish joint research teams and prepare proposals for national and international funding);
  - c) joint research or/and development project activities;
  - d) participating in joint training /and research programs and community service activities
  - e) Production of joint technologies, publications/authorship/, other research outputs, and IPs

#### ARTICLE 3: Exchange of staff

- 3.1. AEC and AASTU will promote cooperation in research and teaching through:
  - a) assisting and advising graduate & postdoctoral research students in common, as mutually agreed by the executing units of each party.
  - b) Joint / adjunct appointment of AEC staff in AASTU to teach, assist and advise students as per the AASTU legislation as mutually agreed by the executing units and staff of each party.

## ARTICLE4: Common use of laboratory facilities

4.1. The laboratory facilities in the two institutions will be accessible to both parties based on approved plan of joint research project and training activities. However, units rendering service on payment basis may require fees.

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- 4.2. The laboratory consumables (chemicals and reagents) and labor costs will be covered by the working party as required.
- 4.3. There will be no bench fee required for laboratory based activities in mutually executed projects. This however will not include Units rendering service on payment basis

# ARTICLE5: Publication and intellectual property

- 5.1. Any patent right as a result of research works under this MoU shall be owned by AEC and AASTU.
- 5.2. The involved researchers will share the benefits from the patent as per applicable national and institutional the rules and regulations.
- 5.3. Any form of communication or publication of any results will be made only after review and approval by the contributing parties and personnel and with appropriate recognition of all relevant contributions.

# ARTICLE 6: Participation in similar activities

6.1. This MoU in no way restricts the parties from participating in similar activities with other public or private agencies, organizations, and individuals.

# **ARTICLE 7:** Settlement of disputes

- 7.1. The parties enter into this agreement in a spirit of mutual trust and intend that all unforeseen matters on issues that arise, as the relationship evolves, will be resolved in a spirit of mutual understanding.
- 7.2. In the event of any difficulty of interpretation or application of this agreement, the parties shall make every endeavor to reach an amicable solution to their differences.
- 7.3. If the two parties are unable to reach agreements on any issue arising under or in respect of this MoU within 14 days, the parties shall refer the matter to their respective authorized signatories for an attempted resolution by good faith dialogue and negotiation.
- 7.4. The collaborating parties shall make a good faith effort to resolve any dispute or controversy through dialogue and negotiation and to accommodate the policies and intention of each other's respective institutes.

7.5. If good faith and effort to resolve disputes fail, legal option may be sought as a final resort of serious issues.

Tarekegn Berhanu Esho (Ph.D)

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#### **ARTICLE 8:** Amendments

8.1. The terms of this framework agreement may be amended in part or in whole by common agreement in writing with the prior approval of the appropriate decision-making bodies of the parties.

# ARTICLE 9: Validity of the Agreement

- 9.1. Duration of the Agreement will be five (5) years from the effective date, renewable by Agreement of the parties for the same or a different period.
- 9.2. The parties may cancel this framework Agreement at any time by written Agreement to the other party at least two (2) months in advance of the cancelation date, without giving rise to any claims or damages between the parties.

## ARTICLE 10: Effective Date

10.1. This agreement shall be effective up on signature by all parties and remain in force until the completion of the MoU from the date of the signature.

NGINER

Signed on behalf of AEC		
Name	Sign	Date
Principal	So, of	13/08/2019
	PRINCIPAL ADITYA ENGINEERING COLLEGE SURAMPALEM - 533 437	
Signed on behalf of AASTU	000 437	
Name	Sign	Date
President_	Tarekegn Berhanu Esho (	Ph.DI 15/07/19
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