MEMORANDUM OF UNDERSTANDING

ENTERED INTO BY AND BETWEEN

NATIONAL COMMISSION ON RESEARCH, SCIENCE AND TECHNOLOGY (NCRST)

A Public Enterprise established in terms of section 4 of the Research, Science and Technology Act (Act 23 of 2004)

Herein represented by Dr. Eino Mvula in his capacity as Chief Executive Officer, him being and duly authorized thereto.

(Hereinafter referred to as the “NCRST”)

And

HUMAN SCIENCES RESEARCH COUNCIL

A Statutory Body established in terms of section 2 of the Human Sciences Research Council Act (Act No. 17 of 2008)

Herein represented by Prof. Crain Soudien in his capacity as Chief Executive Officer him being duly authorized thereto.

(Hereinafter referred to as the “HSRC”)

(Jointly hereinafter referred to as the “Parties”)
PREAMBLE

WHEREAS the Government of the Republic of Namibia has established the National Commission on Research, Science and Technology ("NCRST"), under section 4 of the Research, Science and Technology Act, Act 23 of 2004 ("the Act"), to provide for the promotion, coordination and development of research, science and technology in Namibia as well as providing funding for the research, science and technology and innovation thereof;

AND WHEREAS the NCRST has developed the National Programme on Research, Science and Technology (NPRST) in terms of section 18 of the Act, which aims to address challenges and opportunities in the National Innovation System (NIS) by devising appropriate interventions to improve the Research, Science, Technology and Innovation (RSTI) enabling framework for Namibia;

AND WHEREAS the Human Sciences Research Council ("HSRC") is a statutory body and research institution within the Republic of South Africa, and established under section 2 of the Human Sciences Research Council Act, Act No. 17 of 2008 (the "HSRC Act") whose purpose is to support the research and knowledge requirements contributing towards the social progress and development in South Africa and generally within the African continent;

AND WHEREAS the core business of the HSRC is to conduct large-scale, policy-relevant, social-scientific projects for public-sector users, non-governmental organizations and international development agencies, the HSRC does this in partnership with researchers globally, but specifically in Africa. The organization’s commitment to cutting-edge research which supports development nationally, in the Southern African Development Community (SADC) and in Africa is evident, but it is the commitment to the dissemination of that research that demonstrates the remarkable and measurable impact of its efforts;

AND WHEREAS the NCRST and the HSRC (collectively hereinafter referred to as the "Parties") have agreed to sign this Memorandum of Understanding (hereinafter referred to as the "Memorandum"), which represents a statement of intent by the Parties to work together, and outlines the basis for their collaboration and joint activities in fields of mutual interest;

NOW WHEREFORE the Parties agree as follows:

1. OBJECT

   (i) This Memorandum of Understanding ("MOU") establishes a partnership between the HSRC and the NCRST implementing activities and projects of cooperation in areas of social and human sciences in line with the HSRC's research programmes.
2. **OBLIGATIONS OF THE PARTIES**

The Parties undertake to:

(i) At all times cooperate fully with one another, when so requested; and
(ii) Provide appropriate technical staff to carry out the activities and projects that result from this Memorandum, in order to ensure compliance with the obligations hereof.

3. **CONFIDENTIAL INFORMATION**

3.1 Confidential Information shall be defined as information disclosed under this MOU, which includes, but is not limited to, computer software (in object code or source code form), technical data, trade secrets or know-how, product plans, products, database information services, inventions, developments, processes, technology, designs, engineering, hardware configuration information, marketing, financial information, customer lists, business plans, business strategies or other business information.

3.2 The Parties shall agree on the conditions for releasing or transmitting to third parties documents, information and other data that may be exchanged in the implementation of this Memorandum.

4. **OPERATING PROCEDURES**

4.1 The Parties intend to consider ways to:

(i) Share agendas, knowledge and ideas, and plan joint activities in areas of common interest;
(ii) Utilize and leverage their existing resources and facilities to mutual advantage and benefit; and
(iii) Maximize impact through working in partnership;

4.2 The Parties anticipate that their collaborative activities will contribute to advancing cooperation in global and local knowledge and experience and may include:

(i) Designing and delivery of jointly determined research projects, learning exchanges, knowledge sharing, joint publications and seminars.
(ii) Ensure the participation by staff of the Parties in the delivery of such activities.
4.3 The specific areas and details of the cooperation within the framework of this Memorandum shall be discussed and agreed upon in writing by the appropriate authority of the individual Parties, prior to the initiation of any particular program or joint activities.

4.4 The joint activities referred to in clause “4.3” above, shall be defined in a specific term of reference, which shall be subject to approval by the relevant authority of both Institutions, subsequent to approval of their respective execution areas.

5. PRIMARY CONTACTS

The Parties hereby nominate the following representatives to act as its primary contact, for the purpose of enabling this Memorandum. These representatives shall manage all relevant communication between the Parties:

(i) The HSRC shall be represented by:
Dr. Glenda Kruss
Director: Centre for Science, Technology and Innovation Indicators (CeSTII)
116-118 Buitengracht Street
Cape Town,
South Africa,
8000

Telephone number: 021 466 8086
Facsimile:
Electronic mail address: gkruss@hsrc.ac.za

Signature: [Signature]

(ii) The NCRST shall be represented by:
Dr. Diina Shuuluka
General Manager: Research, Science, Technology and Innovation Coordination & Support
Private Bag 13253
Prosperita
Windhoek

Telephone number: +264 61 431 7062
Facsimile: +264 61 216 531/216 452
Electronic mail address: dshuuluka@ncrst.na
6. BUDGETARY AND FINANCIAL RESOURCES

6.1 This Memorandum does not involve the transfer of budgetary and/or financial resources between the Parties. It is agreed that each Party will be responsible for payment, out of its own resources, the commitments created herein.

6.2 The Parties shall jointly or separately seek the necessary resources with international organizations, regional funds, private donors, among others to implement the activities and projects approved.

7. AMENDMENTS

Any expansion, extension or amendment to this Memorandum, except as to its object, shall be done by way of an Addendum which must be signed by both Parties.

8. INTELLECTUAL PROPERTY

8.1 With reference to the projects developed under this Memorandum and respective instruments arising from it, the Parties agree that the intellectual property shall be determined between the Parties subject to the governing legislation pertaining thereto.

8.2 The Parties shall not use the other Party's name, logo, trademarks, trade names or service marks, or cite the opinion of any official in any advertising or other means, without the prior written consent of the other Party.

9. SECRECY AND CONFIDENTIALITY

(i) The Parties responsible for the implementation of the activities under this Instrument and its agents, employees and any persons whose names are involved in handling the information should:

(ii) Observe and maintain, in all its extension, the confidentiality of information shared; and

(iii) Adopt appropriate security measures in the framework of activities under their control, to maintain the confidentiality of information.

10. EARLY TERMINATION

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

11. CANCELLATION

It will be considered just cause for cancellation of this Memorandum upon:
12. **DURATION**

This Memorandum shall be effective for a period of 5 (five) years coming into force on the date of its signature, and shall be renewable for another 5 (five) years by written notification between the Parties.

13. **GENERAL**

Issues that may arise as a result of this Memorandum shall be decided by mutual agreement between the Parties.

14. **STATEMENT OF UNDERSTANDING**

This Memorandum is a statement of understanding and is not intended to create binding or legal obligations on either Party.

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

On behalf of the NCRST (duly authorized)

Name: Dr. Eino Mvula
Title: Chief Executive Officer

Signature: [Signature]

Witnesses
1: [Signature]
2: [Signature]

Signed at Windhoek on the 16th day of May 2017.
On behalf of **Human Sciences Research Council** (duly authorized)

Name: Prof. Crain Soudien  
Title: Chief Executive Officer

Signature:  

Witnesses  
1: **MARIA MALUNGE**  
2: **Gra Morgan**

Signed at **Cape Town** on the 8th day of **May** 2017