



**NATIONAL SCIENCE AND TECHNOLOGY COUNCIL
e.V. (NSTC)**

DFG Deutsche
Forschungsgemeinschaft
German Research Foundation

**DEUTSCHE FORSCHUNGSGEMEINSCHAFT
(DFG)**

**MEMORANDUM OF UNDERSTANDING
BETWEEN
NATIONAL SCIENCE AND TECHNOLOGY COUNCIL (NSTC)
OF
THE REPUBLIC OF ZAMBIA
AND
DEUTSCHE FORSCHUNGSGEMEINSCHAFT e.V. (DFG)
OF
THE FEDERAL REPUBLIC OF GERMANY
REGARDING COOPERATION
ON
SCIENCE, TECHNOLOGY AND INNOVATION**

PREAMBLE

The National Science and Technology Council (NSTC) of the Republic of Zambia and the Deutsche Forschungsgemeinschaft (DFG) of the Federal Republic of Germany (hereinafter jointly referred to as the "Parties" and in the singular as a "Party"),

Taking into account the cordial relations between the Government of the Republic of Zambia and the Government of the Federal Republic of Germany.

Recognising the importance of Science, Technology and Innovation in fostering national economic growth and competitiveness resulting in the improvement of socio-economic standards of life in the two countries;

Considering that the development of scientific and technological relations shall be of mutual benefit to the two institutions and both countries at large;

Desirous of strengthening cooperation between the two institutions, particularly in the fields of science, technology and innovation; and

Considering further that such cooperation between the two institutions will contribute to the strengthening of existing friendly relations between the two countries

Hereby agree on the following Provisions:

DESCRIPTION OF TERMS

- Cooperating entities** It implies all third parties that have entered into an agreement, e.g. a cooperation agreement, independent of this MoU.
- Parties** In the context of this MoU, Parties/Party means the NSTC of the Republic of Zambia and/or the DFG of the Federal Republic of Germany.
- Observer** In the context of this MoU, an observer includes a person and/or representative of an institution who attends meetings of DFG and the NSTC for purposes of noting the proceedings and not participate in the deliberation

ARTICLE 1

COMPETENT AUTHORITIES

The Deutsche Forschungsgemeinschaft of the Federal Republic of Germany and the National Science and Technology Council of the Republic of Zambia are the competent authorities/institutions for facilitating this Agreement.

ARTICLE 2

OBJECTIVE

The objective of this Memorandum of Understanding (MoU) is to promote cooperation in the fields of Science (including Social sciences and Humanities), Technology and Innovation between the Parties on the basis of equality and mutual benefit.

ARTICLE 3

AREAS OF COOPERATION

The two Parties shall cooperate in the following priority areas of Science, Technology and Innovation (STI), taking into consideration each country's needs and capabilities:

- i. Agriculture
- ii. Animal, Livestock and Fisheries
- iii. Mathematical sciences
- iv. Engineering and material sciences, and
- v. any other scientific area the Parties agree on.

ARTICLE 4

FORMALITIES OF COOPERATION

The cooperation between the Parties shall be achieved in conformity with their international responsibilities, program structure and with the national legislation and other rules in force in their respective countries through operationalization of the following key areas of collaboration:

- (a) Jointly managing joint calls for research projects in the fields of mutual interest;
- (b) Exchange of staff, scientists, researchers and experts to support the development of science, technology and innovation in either country; **(Please note: article 4b deals with Human Resources)**
- (c) Exchange of scientific and technological information and documentation, teaching and learning materials, arising from the cooperation; (The Parties shall promote cooperation among scientific

libraries, centres of scientific and technological information, and scientific institutions for the exchange of books, periodicals and bibliographies, including the exchange of information and full-text documents by means of electronic information and communications technologies or by means of hard copies where necessary) **(Please note: article 4c deals with materials).**

- (d) Holding of Joint Science, Technology and Innovation Awareness Activities including joint scientific conferences, symposia, workshops and other meetings;
- (e) Facilitation of scientific cooperation between research performing institutions such as universities;
- (f) Exchange of experience and expertise in the areas of mutual interest.

ARTICLE 5

ORGANISATION AND IMPLEMENTATION

For the purpose of implementation and promotion of activities related to this cooperation, the two Parties agree to set up a Joint Technical Committee (JTC) under supervision of the Executive Secretary/Chief Executive Officer of the National Science and Technology Council (NSTC) of the Republic of Zambia and the Head of International Affairs of the Deutsche Forschungsgemeinschaft (DFG) of the Federal of the Republic of Germany or their representatives.

- i. The Joint Technical Committee shall be composed of a minimum of 1 (one) and maximum of 3 (three) representatives designated by each Party.
- ii. Each Party will designate a coordinator, who will be co-chairperson of the Joint Technical Committee.
- iii. The Joint Technical Committee will coordinate the elaboration of activities and projects, according to agreed priority areas as referred to in article (2).
- iv. The Joint Technical Committee shall discuss the activities within this MoU on mutually agreed convenient dates using appropriate platforms.
- v. The Executive Secretary/ Chief Executive Officer (NSTC) and the Head of International Affairs (DFG) are the two responsible contact persons for the Parties to this Agreement and shall meet whenever deemed necessary at their discretionary option of where to meet.
- vi. The implementing agreements and protocols referred to above shall be signed in accordance with the domestic Law in force in the countries of the Parties as well as with international treaties and conventions, e.g. the Convention on Biological Diversity.

ARTICLE 6

INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

The Parties agree that issues of intellectual and industrial property rights will be handled by the cooperating entities.

ARTICLE 7

EQUIPMENT AND APPARATUS

The terms of supply and delivery of the equipment required for joint research activities implemented with this MoU shall be agreed upon, in writing, between the cooperating entities:

ARTICLE 8

THIRD PARTIES

No Party shall divulge information that is marked as confidential obtained from the other Party or its personnel under this MoU to any third Party without the specific consent of the other Party in writing.

ARTICLE 9

FINANCIAL CONDITIONS

The implementation of the MoU will be financed under the following terms:

- i. The delegation of the sending Party shall bear the full cost of the journey to the other country including local transport, maintenance allowances, accommodation costs and return air tickets;
- ii. The receiving Party shall assist the other Party on logistics in the receiving country;
- iii. For joint research projects and cooperation activities, each Party shall finance its national part, unless otherwise agreed by the Parties.
- iv. The activities under the present MoU are subject to the availability of funds and personnel, and to laws and regulations of the respective countries as well as to international treaties and conventions, e.g. the Convention on Biological Diversity.

ARTICLE 10

SETTLEMENT OF DISPUTES

Any dispute between the Parties arising out of the interpretation or implementation of this MoU shall be settled amicably through consultation and/ or negotiation between the Parties.

ARTICLE 11

MEDICAL MATTERS

The sending Party shall ensure that all personnel visiting the other country within the ambit of this MoU have the necessary resources, or that appropriate mechanisms are in place to cover all expenses in the event of sudden illness or injury.

In case of personal emergency or sudden illness of a visitor under this MoU, the receiving Party shall give the necessary coordinating and/or advisory assistance.

However, it is desirable that the cooperating entities shall provide for comparable regulations.

ARTICLE 12

AMENDMENT

The Parties agree that the MoU can be modified or amended by mutual consent. Such modifications or amendments must be implemented by written agreement and signed by both Parties.

ARTICLE 13

ENTRY INTO FORCE, DURATION AND TERMINATION

This MoU will take effect from the date of its signature and will remain in force for a period of **three (3) years**. It may be extended for further periods of **three (3) years** by written agreement signed by both Parties. This MoU may be terminated by either Party giving **six months'** written notice in advance to the other Party of its intention to terminate this MoU.


The termination of this MoU shall not affect the cooperative activities undertaken or being implemented within its framework and not fully implemented at the time of the termination of this MoU.

IN WITNESS WHEREOF the undersigned, being duly authorised thereto by their respective Government (NSTC) or entity (DFG), have signed and sealed this MoU in two originals in the English language.

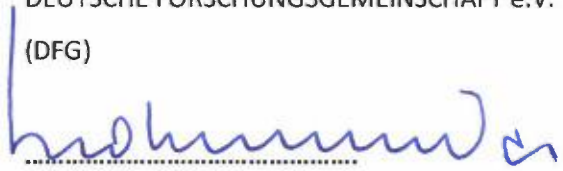
Lusaka, 24/11/17 (date)

Bonn, 24.11.2017 (date)

NATIONAL SCIENCE AND TECHNOLOGY COUNCIL
(NSTC)


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DR. ALFRED J. SUMANI
EXECUTIVE SECRETARY

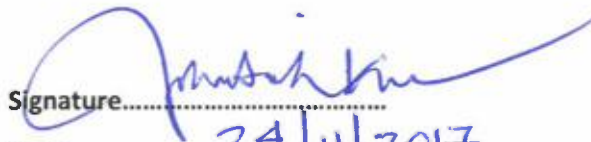
DEUTSCHE FORSCHUNGSGEMEINSCHAFT e.V.
(DFG)


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PROF. DR. PETER STROHSCHNEIDER
PRESIDENT

REPUBLIC OF ZAMBIA

WITNESSES

Name: DR. JOHN KACHIMBA

Signature: 
Date: 24/11/2017