

# MEMORANDUM OF UNDERSTANDING

ENTERED INTO AND BETWEEN



**NAMIBIA UNIVERSITY  
OF SCIENCE AND TECHNOLOGY**

Duly established in terms of the Namibia University of Science and Technology Act,  
Act No. 7 of 2015,

Herein represented by Dr Tjama Tjivikua, in his capacity as *Vice-Chancellor*  
through its

**Faculty of Health and Applied Sciences**

and duly authorised thereto and whose business address is:

13 Storch Street  
Private Bag 13388  
Windhoek  
NAMIBIA

Tel: +264 61 207 2001/2/7

Fax: +264 61 207 9001

E-mail: [vc@nust.na](mailto:vc@nust.na)

Website: [www.nust.na](http://www.nust.na)

(Hereinafter referred to as the “**NUST**”)

AND



**UNITED NATIONS CHILDREN’S FUND**

Herein represented by Ms Micaela Marques de Sousa in her capacity as *Representative*  
and duly authorised thereto and whose business address is:

38-44 Stein Street  
P O Box 1706  
Windhoek  
NAMIBIA

Tel: +264 61 204 6111

Fax: +264 61 204 6206

E-mail: [mmarques@unicef.org](mailto:mmarques@unicef.org)

(Hereinafter referred to as “**UNICEF**”)

(Hereinafter jointly referred to as the “**Parties**”)

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## 1. RECORDAL

### 1.1. It is recorded that –

- 1.1.1. **NUST** is an Institution of higher education, as contemplated in the Namibia University of Science and Technology Act, Act No. 7 of 2015 of the Republic of Namibia, with the experience and infrastructure to provide higher education;
- 1.1.2. the **Faculty of Health and Applied Sciences** is a faculty within **NUST**, established to provide professional programmes aimed at production of cadres concerned with improving public health through disease prevention, emergency medical care, disease diagnosis, patient care and management;
- 1.1.3. **UNICEF** is an agency of the United Nations operating in Namibia under the terms of the Basic Cooperation Agreement (1990) with the Government of the Republic of Namibia;
- 1.1.4. the **Parties** wish to enter into this Agreement, to collaborate on the joint promotion of education and the facilitation of training activities including but not limited to public workshops, seminars, conference and in-housing training interventions and to collaborate with one another as contemplated in this Agreement; and
- 1.1.5. in response to this recognized need for skills and capacity development in the area of nutrition, water, sanitation and hygiene promotion (WASH) in Namibia, the **Parties** to this Agreement agree as set out herein.

## 2. DEFINITIONS AND INTERPRETATION

- 2.1. In this Agreement, unless inconsistent with or otherwise indicated by the context the following words and expressions shall have the meanings set out opposite them:
  - 2.1.1. “**Agreement**” means this Agreement between the **Parties** together with the **Annexures** thereto;
  - 2.1.2. “**Annexure**” means any annexure to the main body of this **Agreement**;
  - 2.1.3. “**Commencement Date**” means the date of signature of this Agreement by both **Parties**;
  - 2.1.4. “**Law**” means the common law and any applicable Constitution, statute, by-law, proclamation, regulation, rule, notice, treaty, directive, code of practice, charter, judgment or order having force of law in Namibia, and any interpretation of any of them by any court or forum of law;
  - 2.1.5. “**Parties**” means the **Parties** contemplated in clauses 1.1.1, 1.1.2 and 1.1.3 and any reference to “a Party” shall refer to one of the relevant **Parties** as required by the context;



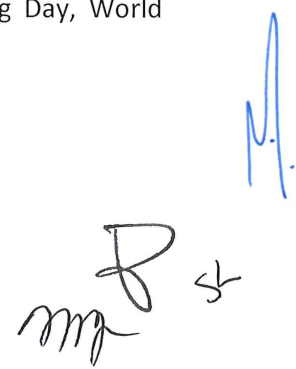
- 2.1.6 “**Regulatory Requirements**” means all norms, standards and requirements set down by the Namibian Qualifications Authority (NQA) from time to time or any other body authorized by it, as well as norms, standards and other requirements (whether in the form of directives or only as preferred conduct) set down in the Laws of Namibia.
- 2.2. This Agreement shall be interpreted according to the following provisions, unless inconsistent with or otherwise indicated by the context –
- 2.2.1. the headings of clauses, sub-clauses and **Annexures** have been inserted for convenience only and shall not affect the interpretation of this Agreement;
- 2.2.2. any reference to any agreement or **Annexure**, shall be construed as including a reference to any agreement or **Annexure** amending, varying, novating or substituting that agreement or **Annexure**, provided all approvals required to be given pursuant to this **Agreement** for any amendment, variation, novation or substitution of such agreement or Annexure has been obtained;
- 2.2.3. the **Annexures** to this Agreement are an integral part of this Agreement and a reference to this Agreement shall include a reference to the **Annexures**;
- 2.2.4. any reference to “**Parties**” shall include the Parties’ respective successors-in title and, if permitted in this Agreement, their respective cessionaries and assignees;
- 2.2.5. any reference to one gender shall include the other gender;
- 2.2.6. words in the singular number shall include the plural and *vice versa*;
- 2.2.7. references to a “**person**” shall include where the context so requires, an individual, firm, company, corporation, juristic person, local authority, and any trust, organisation, association or partnership, whether or not having separate legal personality;
- 2.2.8. words defined in a specific clause have the same meaning in all other clauses of this Agreement;
- 2.2.9. if any definition in this Clause 2 contains a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to such provision as if it was a substantive provision in the body of this Agreement;
- 2.2.10. the main body of this Agreement (excluding **Annexures**) and the **Annexures** thereto should be read and interpreted together to be consistent with the intention of the **Parties**. In the event of any inconsistency between the main body of the Agreement and the **Annexures** thereto, the provisions of the main body shall prevail; and
- 2.2.11. the **Parties** acknowledge that each of them have had the opportunity to take legal advice concerning this Agreement, and agree that no provision or word used in this Agreement shall be interpreted to the disadvantage of either Party because that Party was responsible for or participated in the preparation or drafting of this Agreement or any part of it.

### 3. PRINCIPAL OBJECTIVES

- 3.1. To strengthen capacity of **NUST** to provide a nutrition pre-service programme.
- 3.2. To increase capacity for national and sub-national dissemination of key health, nutrition and WASH messages by utilizing **NUST** student body.
- 3.3. To provide learning opportunities to students from **NUST**.
- 3.4. To strengthen **NUST's** teaching capacity in areas of nutrition, health and WASH.

### 4. COOPERATION

- 4.1 The **Parties** hereby agree to co-operate in establishing a sustainable and mutually beneficial alliance in terms of this Agreement to promote and achieve the aims and objectives referred to in clause 1.1.4 of this Agreement, through the co-operative utilization of the core competencies of each Party.
- 4.2 Based on an analysis of the respective areas of focus for **UNICEF** and **NUST**, an agreement on five priority areas for collaboration and cooperation have been identified. Those areas are; assistance with development of a nutrition undergraduate level programme at **NUST**, development of nutrition modules for other relevant disciplines at **NUST**, joint community engagement programmes with Environmental Health Sciences students where key health, nutrition and WASH messages are disseminated by **NUST** students, provide opportunities for student interns at **UNICEF**, provision of experts for guest lecturing and development of a student research agenda aligned with national and regional level health, nutrition and WASH priorities.
- 4.3. The **Parties** shall collaborate inclusive of but not limited to the following:
  - 4.3.1. **UNICEF** shall make available a nutritional expert for the development of a comprehensive curriculum in the field of nutrition at **NUST**. This includes the development of nutrition modules for other courses offered by **NUST**, as well as the development of nutrition short course subjects.
  - 4.3.2 **UNICEF** experts such as specialized nutritionists, health and WASH experts may be requested to present presentations or lectures to students and/or staff of the Department of Health Sciences of **NUST**.
  - 4.3.3. **NUST** students will undertake internships with **UNICEF** in roles and tasks to be determined by need.
  - 4.3.4. **UNICEF** will have access to students for use in research projects for such tasks, including but not limited to, data gathering and/or fieldwork, data capturing.
  - 4.3.5. **NUST** students will participate in and disseminate information about health promotion events such as, but not limited to, Global Hand Washing Day, World Toilet Day and World Breastfeeding Week.

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- 4.3.6. **NUST** student community engagement activities will incorporate messages about health, nutrition, water, sanitation and hygiene. Logistical support for these activities will be provided by **UNICEF**.
- 4.3.7 The internship assignment should be related to the field of study of the student, be meaningful for both the office/division and the intern, and at the appropriate level of complexity.

## 5. EXPECTED OUTPUTS

- 5.1. It is expected that **NUST** will have a comprehensive nutrition curriculum for both undergraduate and postgraduate level programmes.
- 5.2. Nutrition modules for other courses offered by **NUST** are developed.
- 5.3. Nutrition short course subjects are developed.
- 5.4. **UNICEF** will have access to student interns for roles to be determined by need.
- 5.5. **UNICEF** staff will participate as guest lecturers at **NUST**.
- 5.6. **NUST** students will participate in and disseminate information about health promotion events; for example, Global Hand Washing Day, World Toilet Day, World Breastfeeding Week etc.
- 5.7. Student community engagement activities will incorporate key messages about health, nutrition and WASH.
- 5.8. Student research agenda developed informed by information gaps at regional and or national level with regard to nutrition and WASH.
- 5.9. Improved human resource capacity for nutrition service delivery in Namibia.
- 5.10. Increase in the practice of hand washing with soap in communities targeted for information dissemination and health hygiene promotion activities.
- 5.11. Improved information and knowledge management for nutrition and WASH research.

## 6. RESPONSIBILITY OF NUST

- 6.1. The Department of Health Sciences shall request **UNICEF** at least six (6) months in advance for internship placements for a specific number of students for a short period of time. The duration of an internship is normally between six (6) and sixteen (16) weeks. The total duration may be extended up to a maximum of six (6) months, when there are special academic requirements and/or special needs of the receiving division/office.
- 6.2. All students will enter into an internship agreement with **UNICEF**. The internship is unpaid. Travel costs, accommodation and living expenses to be covered by the intern or the

sponsoring entity. **UNICEF** accepts no responsibility for medical insurance or costs arising from accidents/illness during the internship period.

- 6.3. **NUST** recognizes that professional, confidential, private and anonymous information may become available to all students and ensure that students are duly trained in confidentiality issues, and will also be required to adhere to and sign **UNICEF**'s code of conduct.
- 6.4. A practical workbook will be provided to each student by **NUST** with tasks that the students have to complete for submission in report form of their activities undertaking during internship placement.
- 6.5. A mentor from **NUST** will be provided for assistance and support to students participating in a placement.
- 6.6. Students will be responsible to provide their own computers during internship placement.
- 6.7. Interns have to demonstrate a proof of medical insurance prior to the beginning of the internship.
- 6.8. **NUST** accepts responsibility for the achievement of the outputs set out under clause 5.1, 5.2, 5.3, 5.6, 5.7 and 5.8 of this agreement, under the equal collaboration and with the technical assistance provided by **UNICEF** to the extent agreed on under clause 4.3.1, 4.3.2 and 4.3.6 of this Agreement. The technical specifications for the achievements of the respective outputs will be determined during the course of this Agreement and with the agreement of the **Parties**.
- 6.9. On the development of curriculums and modules, **NUST** will proceed with bench-marking with other similar programs especially from Southern African countries, proceed with the revision of the draft by a panel of national and international experts from other universities or institutions, conduct the validation workshop with all stakeholders and submit the final version to the Namibian Higher Education Council and Ministry of Education.

## **7. RESPONSIBILITY OF UNICEF**

- 7.1 **UNICEF** will allow an agreed number of students to undergo their internship at its offices in Windhoek. Placements must be agreed with the student mentor and the HOD of the Department of Health Sciences at **NUST**.
- 7.2 **UNICEF** will allow students to use facilities and resources of **UNICEF** according to agreed terms and conditions.
- 7.3 **UNICEF** will ensure that all students are working in a safe environment.
- 7.4 **UNICEF** will provide a training coordinator and mentor for coordination with the **NUST** student training. This coordinator person will work closely with the **NUST** mentor to ensure optimal training conditions.
- 7.5 **UNICEF** will take full responsibility for day-to-day supervision of the students. Students should be treated and incorporated into the workforce of **UNICEF** and should be subject to the HR code of conduct of **UNICEF**.

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- 7.6 **UNICEF** detailed terms of reference for each internship, outlining the specific tasks to be carried out as well as the benefits of the internship from **UNICEF**'s viewpoint.
- 7.7 **UNICEF** provides technical assistance to **NUST** regarding the achievement of the outputs set out under clause 5.1, 5.2, 5.3 and 5.7 of this Agreement, to the extent agreed on under clause 4.3.1, 4.3.2 and 4.3.6 of this Agreement. The technical specifications for the achievements of the respective outputs will be determined during the course of this Agreement and with the agreement of the **Parties**.
- 7.8 **UNICEF** will take full responsibility for the achievement of the output set out under clause 5.5 of this Agreement.

## 8. FUNDING AND FINANCE

- 8.1 There will be no transfer of funds between **UNICEF** and **NUST**.

## 9. DURATION OF AGREEMENT

- 9.1 This Agreement shall commence on the Commencement Date and shall thereafter continue up to December 2018, being the limit of the Programme Cooperation with Government of the Republic of Namibia, with option to renew thereafter. Any ongoing activity shall be finalised before termination of this Agreement will become effective.
- 9.2. Notwithstanding any other provision to the contrary contained herein, either Party shall be entitled to terminate this Agreement upon giving the other Party six (6) months written notice of such termination, subject to the provisions of this clause. Any ongoing activity shall be finalised before termination of this Agreement will become effective.

## 10. CONTRACT MANAGEMENT

- 10.1 Oversight of the operational procedures to give effect to the provisions of this Agreement will be vested with a steering committee consisting of six (6) members, three of each Party, which shall be responsible for overseeing this Agreement and the implementation thereof.
- 10.2 Both **Parties** will meet as required to discuss matters arising from the provisions of this Agreement and to make such recommendations to their respective bodies as required.
- 10.3 This Agreement may be altered at any time with the consent of both **Parties**. A review of the effectiveness of the terms of this Agreement shall be undertaken during the first year of it having come into operation, with a view to modify provisions to ensure that they meet the current needs of both **Parties**. Subsequent reviews will take place at one-yearly intervals or earlier as required and agreed between the **Parties**.
- 10.4 Each of the Collaborating **Parties** acknowledges and agrees that for the purpose of fulfilling their respective obligations pursuant to this Agreement, they shall necessarily share information of their respective Institutions. The Collaborating **Parties** mutually covenant and agree that they will treat any such personal information in strict compliance with their respective laws as if it were the personal information of their own Institutions.



## 11. BREACH

Should any Party (the “**guilty party**”) commit a breach of this Agreement and fail or refuse to rectify that breach within fourteen (14) days after receipt of a written notice from the other Party (the “**innocent party**”), calling upon the guilty Party to rectify that breach, the innocent Party shall be entitled, without prejudice to any other of his rights, to forthwith cancel this Agreement by written notice to the guilty Party.

## 12. DISPUTE RESOLUTION

- 12.1 Any dispute relating to the interpretation or application of this Agreement shall be resolved by, negotiation between the **Parties**.
- 12.2 This Agreement shall come into effect on the date of signature and shall remain in force up until December 2018 with the option to renew thereafter. This Agreement may be revised / amended by mutual agreement expressed in writing.
- 12.3 This Agreement may be terminated by either Party, after giving written notice of not less than six (6) months of its intention to the other Party.

## 13. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions of the Agreement between the **Parties** concerning the subject matter hereof and no terms, conditions, warranties or representations whatever apart from those contained in this Agreement have been made or agreed to by the **Parties**.

## 14. NON-VARIATION

No variation or consensual termination of this Agreement or any part thereof shall be of any force or effect unless in writing and signed by or on behalf of the **Parties**.

## 15. NOTICES

- 15.1 All notices given by either Party to the other in terms of this Agreement shall be given in writing by pre-paid registered post or telefax, or delivered by hand to –
- 15.2 **NUST** at:  
13 Storch Street  
Private Bag 13388  
Windhoek  
Namibia  
Contact person: Dr Tjama Tjivikua

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- 15.3 **UNICEF** at:  
P O Box 1706  
Windhoek  
Namibia  
Contact person: Ms Micaela Marques de Sousa

or such other address as the one Party may inform the other in writing, which address will not be a poste restante, shall be an address in the Republic of Namibia shall be deemed to have taken effect 14 (fourteen) days after posting of the required written notice.

- 15.4 A notice –

- 15.4.1 given by registered post, will be deemed to have been received 7 (seven) days after the date of posting thereof;
- 15.4.2 sent by telefax, shall be deemed to have been received on the first business day following the date of transmission of such notice; or
- 15.4.3 delivered by hand shall be deemed to have been received on the date of delivery thereof;
- 15.4.4 delivered by an electronic data message, shall be regarded as having been received by the addressee when the complete data message enters an information system designated or used for that purpose by the addressee and is capable of being retrieved and processed by the addressee, and such data message must be regarded as having been sent from the originator's usual place of business or residence and as having been received at the addressee's usual place of business or residence.

- 15.5 Notwithstanding anything to the contrary contained or implied in this Agreement, a written notice or communication actually received by one of the **Parties** from another, including by way of facsimile and electronic transmission, shall be adequate written notice or communication to such Party.

## 16. **LIMITATION OF LIABILITY AND INDEMNITY**

- 16.1 The **Parties** shall not be liable for any special, consequential or indirect damages, or any damages due to loss of income or revenue, due to any breach of this Agreement, the termination thereof or any delictual or other claim arising out of this Agreement or the obligations to be performed by the **Parties** pursuant to or in terms of this Agreement.
- 16.2 The **Parties** hereby indemnify each other against any damages, costs or expenses related to any claim against any one of them for infringement of any copyright or common law proprietary rights of any person.

## 17. **CONFIDENTIALITY**

- 17.1 The **Parties** acknowledge that they may, in the course of the cooperation and the carrying out of this Agreement, gain access to and become acquainted with the techniques, methods and processes, trade secrets, data, information technology, software, business associates, clients, financiers and other private, sensitive and confidential information ("**Confidential Information**") of the other Party.

17.2 The **Parties** accordingly undertake, for the duration of this Agreement as well as after the termination thereof, not to directly or indirectly, utilize, disclose or make public to any third Party any Confidential Information of the other Party and to keep any Confidential Information secret and confidential at all times, unless such disclosure takes place in the ordinary course of the carrying out by a Party of its obligations in terms of this Agreement.

17.3 The Confidential Information shall not include-

- 17.3.1 information which was known to a Party prior to its receipt from the other Party;
- 17.3.2 information which is or lawfully becomes generally available to the public;
- 17.3.3 information which is lawfully acquired from third Parties who have a right to disclose such information;
- 17.3.4 information which by mutual agreement is released from confidential status; and
- 18.3.5 information which is required to be disclosed in response to a valid order of court or other governmental agency or if disclosure is otherwise required by law, and a Party will provide the other Party with prompt written notice if such disclosure is required, and shall limit the disclosure to the minimum necessary to comply with the law.

## 18. STATUS OF THE PARTIES

It is recorded that, notwithstanding any provision to the contrary or any provision which could be construed to the contrary, the status of the **Parties** shall be that of independent **Parties**, and neither Party shall under any circumstance and for any purpose whatsoever be regarded as a partner or employee, as the case may be, of the other. The **Parties** hereby specifically record that they are contracting on an independent basis, and neither Party shall under any circumstance or for any reason whatsoever have the right to in any way bind or represent the other Party, except as expressly provided for in this Agreement.

## 19. VIS MAJOR

In the event of any delay in performance by either Party due to any cause arising from or attributable to acts, events, non-happenings, omissions, accidents or events beyond the reasonable control of such Party (including, but not limited to, strikes, lock-outs, shortage of labour, civil commotion, riots, war, threat of or preparation for war, breaking off of diplomatic relations, fire, explosion, sabotage, storm, flood, earthquake, fog, subsidence, pestilence or epidemic, machinery breakdown, failure of plant or collapse of structure, voluntary or mandatory compliance with any direction, request or order of any person having or appearing to have authority, inability to obtain suitable raw material, equipment, components or transportation as a result of vis major, uncontrollable and/or any other cause or contingency beyond the control of that Party), the Party affected thereby shall be under no liability for loss or injury suffered by the other Party as a result thereof and the performance of such obligation by the Party affected thereby shall be suspended during such delay and upon cessation of the cause of such delay, this Agreement shall again become fully operative and such affected Party shall immediately rectify such delay in performance, provided that, if such delay pertains to a material obligation of the Party affected by such event of vis major and such delay shall exceed thirty (30) days, any Party shall be entitled to terminate this Agreement by written notice to the other **Parties**.

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20. COSTS

Each Party shall pay its own costs relating to and in connection with the negotiation, preparation, drafting and signature of this Agreement, and any amendments thereto.

21. SIGNATURES

The **Parties** hereto have executed this Agreement in two (2) original copies by their duly authorised representatives on the day and at the place referred herein, each Party receiving one (1) original copy hereof.

FOR:

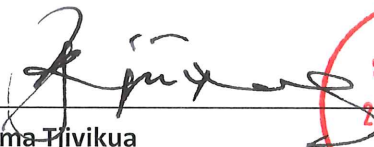
NAMIBIA UNIVERSITY OF  
SCIENCE AND TECHNOLOGY

Windhoek 28/02/2017  
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Place Date

FOR:

UNITED NATIONS CHILDREN'S FUND

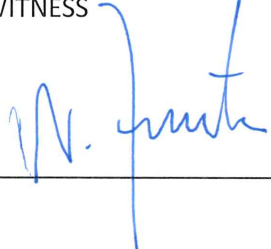
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\_\_\_\_\_  
Dr Tjama Tjivikua  
Vice-Chancellor




  
\_\_\_\_\_  
Ms Micaela Marques de Sousa  
Representative

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