

**REPUBLIC OF UGANDA**

**MAKERERE UNIVERSITY RESEARCH AGREEMENT**

**THIS AGREEMENT** is made this.....day of.....in the year.....

**BETWEEN**

1) MAKERERE UNIVERSITY - DIRECTORATE OF RESEARCH AND GRADUATE TRAINING of P.O. Box 7062, Kampala (hereinafter referred to as “the Contractor

**AND**

2) Prof/Dr./Mr./Ms.....of Makerere University College/School/Department/Institute/Directorate .....(Hereinafter referred to as ‘the Contractee’)

Both the Contractor and Contractee are hereinafter referred to as ‘the Parties’

**WHEREAS** the Contractor is desirous of attaching/collaborating with the Contractee on the research project titled .....  
.....  
.....

**AWARE** that this research is intended to enhance research capacity at Makerere University

**WHEREAS** the contractee presented himself/herself as the person who is competent and can work as a team with the contractor to accomplish the objectives of the research project and produce quality results

**NOW THEREFORE THE PARTIES** have agreed as herein below:-

**ARTICLE 1: COMMENCEMENT AND COMPLETION OF THE RESEARCH**

1. The contractee shall commence the research activities immediately after this agreement has been endorsed by the parties or as may be expressly agreed amongst the parties
2. Unless
  - a) This agreement is terminated by mutual consent,
  - b) One of the parties breaches a fundamental term of this agreement

This agreement shall terminate at the end of the .....months from the date first above mentioned

**ARTICLE 2: FUNDING**

1. The funding shall be secured by the contractor for the research.
2. The contractee shall carry out the research activities as agreed upon by the both parties. The contract amount is  
(Figures).....(Words).....  
.....  
.....

This amount may change after review of the budgets by the contractor. All the approved research costs regarding this project shall be met by the contractor or as agreed upon by both parties.

3. The contractee shall/shall not receive tuition of ..... per year for ..... Years from the contract amount.
4. The contractee shall/shall not receive a stipend of ..... per month/semester for the duration of the research from the contract amount.

**ARTICLE 3: MODE OF PAYMENT AND DELIVERABLES**

Payment shall be in accordance with approved schedule of deliverables as outlined below. The key deliverables shall include an acceptable draft research report, presentation of findings to stakeholders, and acceptable final research report.

The contractor shall pay all the required amounts agreed upon amongst the parties in the manner stipulated by the parties as follows:

- i) 60% of the project funds (termed Phase I) upon signing of the agreement
- ii) 40% (termed Phase II) after acceptable accountability (both financial and technical)

#### **ARTICLE 4: BREACH OF AGREEMENT**

5. The contractor on behalf of Makerere University reserves the right to with-hold any payment partially or fully if not satisfied with the progress of the research project or when the agreement is breached.
6. The contractee shall be required to refund all the funds expended on him/her fully or in part in case of non-performance or breach of this contract.

#### **ARTICLE 5: INTELLECTUAL PROPERTY RIGHTS (COPYRIGHT/PATENTS/TRADEMARKS)**

1. Ownership of any Intellectual Property Rights, innovations or technical output arising out of the research shall be vested in Makerere University as stipulated in the Intellectual Property Management (IPM) policy (2008) of Makerere University.
2. No royalty shall be paid on the submitted work.
3. Basic principles of Research ethics shall be applied in this research.

4. The Contractee assures the contractor that proposed research is original and does not violate rights of third parties.
5. The contractee assures the contractor that he/she does not hold a concurrent research grant of Makerere University.

#### **ARTICLE 6: ACCOUNTING**

1. The Contractee shall follow the financial regulations of the University as stipulated in the Makerere University Financial Manual.
2. Violation of ethical and financial regulations shall result in disciplinary action.
3. Transparent accountability and methods of work is a requirement.

#### **ARTICLE 7: IMPLEMENTATION AND DISCIPLINARY MEASURES**

The contractor shall:

1. Invoke disciplinary sanctions available in the university system in case the Contractee is involved in any activities of a fraudulent, dishonest (***including non disclosure of concurrent research funding by Makerere University or any other funding body***) or criminal nature.
2. In the event of serious misconduct, the contractor reserves the right to take additional measures including criminal prosecution

#### **ARTICLE 8: DISPUTE RESOLUTION**

- 1 Any dispute arising out of this agreement shall be amicably resolved amongst the parties
- 2 In the event that no solution is reached, the dispute shall be forwarded to the Dean of the School and /or Principle of the College

with a view of a settlement. If this fails, then the dispute shall be forwarded to the relevant university organ for disciplinary action.

**IN WITNESS WHEREOFF**, the receptive parties have hereto executed this Agreement on the Day and Year first above written.

SIGNED for and on behalf  
of Makerere University by:

SIGNED for and on behalf of the  
Contractee by:

\_\_\_\_\_  
Mr. David Kahundha Muhwezi  
**University Secretary**

\_\_\_\_\_  
Name .....  
**Contractee**

In the presence of:

\_\_\_\_\_  
Name:.....  
**Director, Directorate of Research  
& Graduate Training (Contractor  
on behalf of Makerere University**

\_\_\_\_\_  
Name: .....  
**Dean of the School**

All in the Witness of:

\_\_\_\_\_  
Goddy Muhanguzi Muhumuza  
**Senior Legal Officer/Head Legal Unit**

**\*Please return the signed contract to the Division of Research, Innovations and Knowledge Transfer Partnerships, Directorate of Research and Graduate Training – B5 Lincoln Flats**