

UNIVERSITY OF
LOUISVILLE



UNIVERSITY OF
KWAZULU-NATAL™
INYUVESI
YAKWAZULU-NATALI

Memorandum of Understanding

Between the

**Department of Bioinformatics and Biostatistics at the University of
Louisville, Louisville, Kentucky, USA**

and the

**School of Mathematics, Statistics and Computer Science at the
University of KwaZulu-Natal, Durban, South Africa**

1. DEFINITIONS

1. Unless inconsistent with the context, the words and expressions set forth below will bear the following meanings and cognate expressions will bear corresponding meanings:-
 - 1.1.1 **"MoU"** means this MoU together with all annexures thereto;
 - 1.1.2 **"Business Day"** means that any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa;
 - 1.1.3 **"Commencement Date"** means, the date of last signature by the last signing;
 - 1.1.4 **"Confidential Information"** means information that (a) relates to the Disclosing Party's past, present or future research, development, business activities, products, services, technical knowledge and (b) either has been identified in writing as confidential or is of such a nature (or has been disclosed in such a way) that it should be obvious to the other Party that it is claimed as confidential. (As used herein, the Party Disclosing Confidential Information is referred to as the "Disclosing Party" and the Party receiving the Confidential Information is referred to as the "Recipient" or the "Receiving Party");
 - 1.1.5 **"Parties"** means the signatories to this MoU collectively, being the UofL and UKZN and "Party" refers to either of them individually;
 - 1.1.6 **"Signature Date"** means the date of the signature of the Party last signing this MoU;
 - 1.1.7 **"Termination Date"** means this MoU shall remain valid for **5 (five) years** from the date of the last signature;
 - 1.1.8 **"UofL"** means the University of Louisville, Louisville, Kentucky, United States of America through its Department of Bioinformatics and Biostatistics;
 - 1.1.9 **"UKZN"** means the University of KwaZulu-Natal, Westville, Durban, South Africa through its School of Mathematics, Statistics and Computer Science;
- 1.2 The headings of the clauses of this MoU are inserted for reference purposes only and will in no way govern or affect the interpretation of nor modify nor amplify the terms of this MoU nor any clause hereof.
- 1.3 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definitions clause, effect will be given to it as if it were a substantive provision of this MoU.
- 1.4 Unless inconsistent with the context, an expression which denotes:

- 1.4.1 Any one gender includes the other gender.
- 1.4.2 A natural person includes a legal person and vice versa.
- 1.4.3 The singular includes the plural and vice versa.
- 1.5 The annexures to this MoU form an integral part hereof, and words and expressions defined in this MoU will bear, unless the context otherwise requires, the same meaning in such annexures.
- 1.6 When any number of days is prescribed in this MoU, same will be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a business day, in which case the last day will be the day immediately following the business day.
- 1.7 If the day for payment of any amount due in terms of this MoU falls on a day which is not a business day, the relevant date will be the preceding business day.
- 1.8 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words will prevail.
- 1.9 Where any term is defined within the context of any particular clause in this MoU, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, will bear the same meaning ascribed to it for all purposes in terms of this MoU, notwithstanding that, that term has not been defined in this interpretation clause.
- 1.10 Any reference to an enactment in this MoU is to that enactment as at the signature date and as amended or re-enacted from time to time.
- 1.11 The expiry or termination of this MoU will not affect such of the provisions of this MoU as expressly provided that they will operate after any such expiry or termination or which of necessity must continue to have effect after such expiry or termination, notwithstanding that the clauses themselves do not expressly provide for this.

2. PREAMBLE

The Department of Bioinformatics and Biostatistics of the University of Louisville (UofL) and the School of Mathematics, Statistics and Computer Science at the University of KwaZulu-Natal (UKZN) intend to enhance relations between the two universities by developing an academic and cultural exchange in teaching, research and other activities.

The cooperation will be based upon the principles of equality and reciprocity. In order to achieve the objectives set out above, UKZN and UofL have decided to collaborate.

3. OBJECTIVES OF THE MOU

- 3.1 This agreement describes a Master of Science degree partnership in which a student completes a three year Bachelor of Science degree program in Statistics at UKZN followed by taking three semester long courses (January-May) in the honors program in Statistics at UKZN , and who decides to apply to the MS program in biostatistics at UofL (the "Applicant").
 - 3.1.1 Honors courses will be chosen by the Applicant from STAT 710, STAT 711, STAT 713, STAT 714, STAT 719, STAT 721, and STAT 730 from the course offerings at UKZN.
 - 3.1.2 The Applicant will apply to the MS degree program in Biostatistics at UofL between January and June. Upon review of the application, the student may be admitted to the MS program in biostatistics effective in August of the same year.
 - 3.1.3 Language of instruction at UKZN is English. Hence the TOEFL score is not required of the Applicant. However, the recommendation letters (a minimum of 2 is required) from instructors at UKZN will comment on potential deficiencies in English language skills.
 - 3.1.4 Unconditional admission to the program requires that the Applicant meets the established admissions requirements of the MS program in Biostatistics at UofL, in addition to achieving a score at or above the 60th percentile on the quantitative subtest of the GRE. If the Applicant does not have a satisfactory GRE score at the time of application, a conditional/provisional admission will be granted. The Applicant is expected to fulfill the GRE requirement within the first semester at UofL. In a case where the GRE score

requirement is not met during the first semester, the Applicant's status in the program will be reviewed at the end of the semester.

3.1.5 The University of Louisville will count up to 9 credit hours of completed coursework with a grade of B or higher from the honors courses, listed in (3.1.1) above, towards the MS degree in Biostatistics.

3.1.6 The Applicant will start the MS program at the University of Louisville in August. He/she, will take the balance of the required coursework, 21 hours in Biostatistics selected from the offerings in the department of Bioinformatics and Biostatistics, plus the 2 hour Public Health requirement (PHMS 523), during the fall and spring semesters and earn the MS degree. All conditions for the MS degree will apply.

3.2 Funding:-

3.2.1 Each Party shall bear its own costs and expenses for the activities arising from this MoU unless otherwise mutually arranged and agreed upon.

3.2.2 Neither Party shall enter into contract on behalf of the other Party nor commit the other to any expenses without the other Party's express written authority.

3.3 Policy and Procedures:-

3.3.1 Students/visitors of either institution involved in any activity under this MoU shall abide to the applicable rules, regulations and procedures of the host institution.

4 PERIOD OF MoU

4.1 This MoU will come into operation on the Commencement Date and will remain of force and effect for a period of five (5) years until the Termination Date, unless terminated earlier as provided for herein.

4.2 The Parties may elect to renew this MoU for such period of time and on such additional terms and conditions as may be negotiated between them.

6. OBLIGATIONS OF THE UofL

6. UofL shall be responsible for, and undertakes to comply with the following obligations:
 - 6.1. Designate its Representative to liaise with the UKZN Representative as often as required, and may from time to time, and on written notice, designate other persons to act as its above-mentioned representatives. It is understood that no payment/allowance will be made by UKZN to the UofL representative for liaising with UKZN.
 - 6.2. Provide co-ordination of other activities associated with this collaboration.

7. OBLIGATIONS OF UKZN

7. UKZN shall be responsible for, and undertakes the following obligations:
 - 7.1. designate an UKZN Representative to liaise with the UofL as often as required. The UKZN may from time to time and on written notice designate other persons to act as its above-mentioned representatives. It is understood that no payment/allowance will be made by UofL to the UKZN representative for liaising with UofL.
 - 7.2. Provide co-ordination of other activities associated with this collaboration.

8. INTELLECTUAL PROPERTY

- 8.1. Both Parties recognize, acknowledge and agree that their respective faculty members, researchers and students could engage in various research and scientific projects that involve valuable, confidential, and proprietary intellectual property. In order to protect these interests, both Parties expressly agree to the following principles that will apply to all activity conducted under the MoU, unless any separate MoU provides for a different set of conditions.
- 8.2. UofL owns the entire right, title, and interest, including all patents, copyrights, and other intellectual property rights, in and to all intellectual property developed using UofL facilities and by UofL personnel/students under this MoU.
- 8.3. UKZN owns all interests, including all patents, copyrights, and other intellectual property rights, in and to all technology developed using UKZN facilities and by UKZN personnel/students under this MoU.
- 8.4. Intellectual property that is jointly developed by UofL and UKZN personnel/students will be jointly owned ("Joint Technology") on a pro-rated basis determined by their respective contributions.

- 8.5 Each Party will determine according to its own policies, rules and procedures how patenting, licensing and the economic value of any Joint Technology will be allocated amongst its own personnel.
- 8.6 Each Party will provide the other with a complete, written, confidential disclosure of any Joint Technology as promptly as possible after it is reviewed by the relevant Office of Technology Licensing or its equivalent.
- 8.7 If either Party elects to license the other's technology, the licensee will pay for the costs of patent filing, prosecution and maintenance in any and all countries.
- 8.8 Any licenses will be effective as of the date the Parties negotiate and sign a separate license MoU, which will contain indemnity, insurance, and no-warranty provisions, in addition to other customary terms and conditions. All licenses will be subject to any applicable laws and regulations.
- 8.9 Each Party shall represent that all of its employees (faculty and researchers), students, and consultants will be obligated to assign all their rights in patentable or copyrightable technology.
- 8.10 For the avoidance of doubt, all intellectual property developed outside of this MoU or any specific MoU shall remain the property of its owner. Except as explicitly provided in this MoU, neither University receives any right to the other's intellectual property developed outside of this MoU.

9. CONFIDENTIALITY

- 9.1 Confidential Information may be transmitted between the Parties during the period that this MoU remains in force.
- 9.2 Each Party hereby undertakes that any Confidential Information will only be used for the purposes for which it is supplied under this MoU and, subject to the provisions hereof, shall not be otherwise used or further disclosed, unless specifically authorised in writing by the Disclosing Party.
- 9.3 Each Party shall designate one or more persons within its organisation as the person authorised to deliver and receive Confidential Information.
- 9.4 The Recipient may disclose Confidential Information received under this MoU only to those of its employees, agents and consultants who need to know the same for the purposes set out herein, and shall, prior to such disclosure, obtain their written MoU to comply with the restricted use and disclosure provisions of this MoU.

9.5 The Recipient shall not be liable to the Disclosing Party for disclosure of Confidential Information under this MoU where,

- (a) the Confidential Information is or becomes part of the public domain through no breach of this MoU;
- (b) the Confidential Information is subsequently lawfully obtained by the Recipient from a third Party who is established as a lawful source of the information, without breach of this MoU by the Recipient;
- (c) the Confidential Information was known by the Recipient prior to its disclosure by the Disclosing Party and such prior knowledge can be established; or
- (d) the Disclosing Party has provided its prior written consent to such disclosure.
- (e) the Disclosing Party is obliged to be provided under order of a court or government agency of competent jurisdiction, subject to reasonable prior notice in writing to the Discloser.

9.6 Each Party, in its discretion, may request in writing that the other Party furnishes such Confidential Information as may be reasonably required by the other Party for the purposes above recited and such information shall not be unreasonably withheld.

9.7 Other than those rights and privileges expressly granted herein, neither the execution of this MoU nor the delivery of any Confidential Information hereunder shall be construed as granting either expressly, or by implication, estoppel or otherwise any right or licence in relation to any present or future proprietary data, drawings, plans, ideas or methods disclosed under this MoU or under any invention, copyright or patent now or hereafter owned by or controlled by any of the Parties.

9.8 ~~Each Party shall indemnify and hold harmless the others from and against any and all claims, demands, actions, suits or proceeding of whatever nature including all costs and expenses incurred in connection therewith, brought or instituted by third Parties and based on or arising out of that Party's disclosure or utilisation of Confidential Information.~~

10. DISPUTE RESOLUTION

10.1. The Parties shall attempt to resolve all disputes arising out of or relating to this MoU by direct negotiation between themselves, within a reasonable time of such dispute arising. Should the Parties be unsuccessful in settling a dispute in the manner contemplated in clause 10, either Party may, by written notice to the other Party, within sixty (60) days of the end of the unsuccessful dispute resolution, terminate the agreement.

11. BREACH

11. If any Party breaches any provision of this Agreement, and fails to remedy such breach within 14 (fourteen) days of receipt of written notice requiring it to do so (or if it is not possible to remedy the breach within 14 (fourteen) days, within such further period as may be reasonable in the circumstances), the aggrieved Party or Parties will be entitled without notice, in addition to any other remedy available to it/them at law or under the MoU, to claim specific performance or terminate the MoU whether or not the due date for performance has arrived, in either event without prejudice to the rights of the aggrieved Party/Parties.

12. TERMINATION

12. Subject to the terms of this MoU the rights and obligations of the Parties which expressly or by implication are intended to survive and continue after expiry of the MoU, will so survive and continue and will bind the Parties and their successors and assigns.
- 12.1 Upon the termination of this MoU for whatever reason, the Parties agree to co-operate to conclude an orderly termination of their relationship.
- 12.2 Either Party shall be entitled to terminate this MoU by giving the other Party 90 (ninety) days' prior written notice to that effect.

13. Other

13.1 SACSCOC Disclaimer Statement –

The University of Louisville (UofL) is accredited by the Southern Association of Colleges and Schools Commission on Colleges to award associate, bachelor's, master's, specialists, doctoral, and professional degrees. If an institution is not accredited by SACS Commission on Colleges, the accreditation of UofL does not extend to or include the partner college/school or its students. Further, although UofL agrees to accept certain course work from partner colleges or schools to be applied toward an award from UofL, that course work may not be accepted by other colleges or universities in transfer, even if it appears on a transcript from UofL. The decision to accept course work in transfer from any institution is made by the institution considering the acceptance of credits or course work.

13.2 Program Evaluation

The academic program faculty at UofL and the partner college/school agree to develop criteria to evaluate success in reaching the program objectives based on factors deemed important to the assessment process. . The program faculty will confer annually to review assessment results and determine how it will be used for program improvement.

14. NOTICES AND DOMICILIA

14. Postal Address

Any written notice in connection with this MoU may be addressed:

14.1 In the case of UofL, to:

<u>Physical Address</u>	School of Interdisciplinary and Graduate Studies 2211 South Brook Street Houchens Building, Room 105 University of Louisville Louisville, KY 40292
<u>Tel Number</u>	502-852-3975
<u>Email</u>	baboeh01@exchange.louisville.edu
<u>Marked for the attention of:</u>	Dean, School of Interdisciplinary and Graduate Studies.

14.2 In the case of UKZN to:

<u>Physical Address</u>	Office of the Executive Director, Corporate Relations. University Road Chiltern Hills Westville 3629
<u>Tel Number</u>	031 260 7958
<u>Email</u>	seshoka@ukzn.ac.za
<u>Marked for the attention of</u>	The Executive Director, Corporate Relations – Mr Lesiba Seshoka

14.3 The notice will be deemed to have been duly given:

14.3.1 seven (7) days after posting, if posted by registered post to the Party's address in terms of this subclause;

14.3.2 on despatch, if sent to the Party's then fax number or electronic mail address and confirmed by registered letter posted no later than the next Business Day;

14.3.3 unless the addressor is aware, at the time the notice would otherwise be deemed to have been given, that the notice is unlikely to have been received by the addressee through no act or omission of the addressee.

14.3.4 A Party may change its address for this purpose to another address in the Republic of South Africa, by notice in writing to the other Parties.

15. SIGNATORIES

Signatures for the University of Louisville:



K.B. Kulasekera

Chair, Department of Bioinformatics and Biostatistics

Date: 3/28/2016



Craig Blakely

Dean, School of Public Health and Information Sciences

Date: 3/28/2016



Beth A. Boehm

Vice Provost for Graduate Affairs

Dean, School of Interdisciplinary and Graduate Studies

Date:



Neville Pinto

Executive Vice President & University Provost

4/19/16

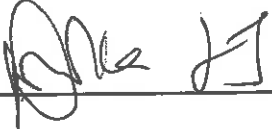
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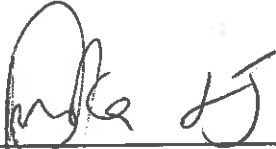
AS WITNESSES:

1. _____

2. _____

Signature for UKZN:

SIGNED on  OF 23 May 2015


Mr Lesiba Seshoka
For and on behalf of
UNIVERSITY OF KWAZULU - NATAL

AS WITNESSES:

1. 

2. _____