

MEMORANDUM OF AGREEMENT

Between



**NAMIBIA UNIVERSITY
OF SCIENCE AND TECHNOLOGY**

Duly established in terms of the Namibia University of Science and Technology Act 7 of 2015,
Herein represented by Dr Eroid Naomab, in his capacity as Vice Chancellor, duly authorized thereto,

13 Jackson Kaujeua Street
Private Bag 13388
Windhoek
NAMIBIA

Telephone: +264 61 207 2001
Facsimile: +264 61 207 9001
E-mail: vc@nust.na

(Hereinafter referred to as "the NUST")

And

**SHACK DWELLERS FEDERATION OF NAMIBIA (SDFN)
AND NAMIBIA HOUSING ACTION GROUP (NHAG)**



Herein represented by Edith Mbanga SDFN National Facilitator and
Dr Anna Muller, NHAG Co-Director

11 Mozart Street
P.O. Box 21010
Windhoek
NAMIBIA

Telephone: +264 61 23 9398
Facsimile: +264 61 23 9397
E-mail: nhag@lway.na

(Hereinafter referred to as "the NHAG")
(Hereinafter collectively referred to as the "Parties")

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WHEREAS the **NUST** through the relevant Faculties in its Integrated Land Management Institute (ILMI) and **NHAG** are desirous to promote initiatives, plans and policies which encourage inclusive and sustainable co-production of inclusive urban areas in Namibia.

WHEREAS the **Parties** recognize that inclusive and sustainable development includes a wide variety of disciplines, but not limited to, land administration, spatial planning, geo-informatics, architecture, quantity surveying, urban agriculture, communications, security, gender mainstreaming, indigenous knowledge, Public-Private Partnership and engineering, play important roles in facilitating the inclusion and improvement of informal settlements, and that the education of professionals in these fields has a fundamental impact on their values and understanding, responses and practices, in relation to urban informality.

WHEREAS the **Parties** desire to collaborate in order to achieve their mutual objective of changing the mind-sets of students by offering them direct experiential exposure to, and interaction with, the conditions and residents of informal settlements.

NOW, THEREFORE THE PARTIES AGREE TO THE FOLLOWING TERMS:

1. Nature of the Collaboration

The collaboration between the **Parties** in terms of this Agreement is not intended in any way to bring about, or to acquiesce to the liabilities or rights created by virtue of, the creation of a legal partnership, joint venture or any other kind of legal entity between **NHAG** and **NUST**.

1.1. The **Parties** are entering into this Agreement on the basis that they are equal collaborators who each bring different complementary strengths to their objective of:

1.1.1. Co-producing inclusive and sustainable urban areas that integrate rather than marginalize the interests of informal settlement and backyard residents and countering the dominant urban development approaches which so often exclude them;

1.1.2. Collaborating to expose students to the issues and needs of those living and working in informal settlements, so that as professionals they will work directly or indirectly to promote inclusive and sustainable urban settlements;

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- 1.1.3. Contributing to the development of curricula in relevant fields;
 - 1.1.4. Joint research and collaboration on the documentation and dissemination of successful cases of inclusive and sustainable interventions, both for use in teaching and to influence relevant policy-making.
 - 1.1.5. Promoting entrepreneurship and innovation
- 1.2. The **Parties** commit themselves to collaborate in accordance with their mutual objective by jointly delivering the acceptable level of quality in order to achieve their mutual objective. Their relationship in taking forward their mutual objective will be underpinned by principles of transparency and trust. All research and publication collaborations will adhere to the principles of ethical research, the right to privacy and informed consent. This includes sensitivity to cultural diversity, confidentiality and anonymity. It is acknowledged that both institutions have different individual aims and processes, but are collaborating towards a common objective. In the spirit of the collaboration, each entity will respect the autonomy, experience and timelines of the other. It is intended that the collaboration is undertaken with the **Parties** fairly sharing risks and benefits associated with the objectives of the collaboration.

2. Responsibilities of both Parties

Within this collaborative agreement, both **Parties** will work in accordance with the framework and provisions of this Agreement. The **NUST** through its Integrated Land Management Institute Coordinator, the relevant Deans (and/or its delegated representatives) and Programme Co-ordinators of **NHAG** will hold joint meetings at mutually agreeable times to determine desirable outcomes, outputs and targets on specific activities, and review progress with the achievement of the objective of this Agreement and will assess further ways in which the mutual objective can be implemented. The **Parties** will each assume specific responsibilities:

2.1. **NUST** undertakes to:

- 2.1.1. Encourage students to consider possibilities of student internships and work integrated learning with **NHAG**; and conduct educational projects for students in partnership with **NHAG** within informal settlements; Encourage the invitation of **NHAG** staff and **SDFN**

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members to give inputs and lectures to students so far as it relates to the mutual objective of the **Parties**;

2.1.2. Consult **NHAG** staff and **SDFN** members to give feedback on relevant curricula and comment on the extent to which these curricula impart inclusive and sustainable values and strategies to students;

2.1.3. Encourage staff and students to undertake research on inclusive and sustainable urban development initiatives, in collaboration or with the agreement of **NHAG**, for use as teaching case studies and for publication.

2.1.4. Encourage students and staff to participate in safety and security initiatives within the communities and community empowerment.

2.1.5. **NUST** staff and students to facilitate community capacity development initiatives

2.2. **NHAG** and **SDFN** undertake to:

2.2.1. Include student interns and work integrated learning in their activities;

2.2.2. Mentorship of lecturers and students in the relevant fields;

2.2.3. Facilitate educational projects in informal settlements;

2.2.4. Accept invitations to lecture or address relevant students and staff;

2.2.5. Accept invitations to give feedback on relevant curricula;

2.2.6. Consider and encourage opportunities for staff and student research on informal settlement interventions and projects, for use in teaching case studies and publication;

2.2.7. Meet with **NUST** when necessary to discuss further strategies to encourage inclusive and sustainable urban policies and practices amongst academics and professionals.

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3. General

- 3.1. The **Parties** shall be entitled to use their respective names and/or logos for purposes of the collaboration, and on the websites of the respective organizations, with the written consent of the other Party. During the course of the collaboration, the **Parties** shall use appropriate citations, in applicable materials, only when mutually agreed upon in writing.
- 3.2. Material produced from collaborative projects, inter alia, but not limited to plans, photos, written intellectual property rights, trade marks and material will belong to both **Parties** who will acknowledge each other's contribution. **NHAG, SDFN and NUST** will consider joint documentation of this collaboration to disseminate projects and processes to further expand access to others for academic or practical application.
- 3.3. The **Parties** generally agree on broad areas of collaboration on projects, including but not limited to the following examples:
 - 3.3.1. Community-led profiling, mapping and enumeration. This could include GIS data capturing and analysis;
 - 3.3.2. City-wide planning, engineering, quantity surveying and architectural solutions in consultation with communities;
 - 3.3.3. Advocacy with urban areas and national government on policy issues, e.g. formulation and implementation;
 - 3.3.4. Affordable building materials, shelter and servicing innovations;
 - 3.3.5. Database and website development, information systems, and management, and documentation;
 - 3.3.6. Land administration (e.g. documentation of land rights, valuation, surveying);
 - 3.3.7. Joint research-based fundraising and execution for specific activities;
 - 3.3.8. General health promotion activities. Including:

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- ï sanitation and hygiene practices;
 - ï food, nutrition and healthy living;
 - ï prevention of communicable and non-communicable diseases;
 - ï general health education and awareness campaign;
- 3.3.9. Urban agriculture, climate change, sustainability and environmental issues;
- 3.3.10. Financial management;
- 3.3.11. Affordable housing construction and servicing technologies;
- 3.3.12. Urban agriculture, climate change, sustainability and environmental issues;
- 3.3.13. Promotion of arts, culture, heritage, indigenous knowledge;
- 3.3.14. Technical and Vocational Education and Training;
- 3.3.15. Youth and gender mainstreaming in development initiatives;
- 3.3.16. Social justice;
- 3.3.17. Other emerging interests.
- 3.4. The **Parties** may enter into supplementary agreements for the implementation of specific projects (with e.g. other Schools/Departments of NUST as the need or opportunity arises) under this Agreement, which supplementary Agreements will be fully incorporated hereto and marked as Annexures.

4. Dispute Resolution/Arbitration

In the event of a dispute and/or question and/or difference of whatsoever nature and of whatever cause, between the **Parties** or their officials or representatives with regard to this Agreement or the interpretation thereof, or in connection thereof, such matter shall first be settled by negotiation between the **Parties**. If the **Parties** fail to so resolve the matter or dispute, it shall be referred to a Party to be designated and appointed for this purpose, by mutual agreement between **Vice Chancellor of NUST** and

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the National Coordinator of **NHAG**. In such an event the provision of the Arbitration Act, 1965 (as amended) shall be applicable.

5. Financial Obligations of the Parties

Subject to clause 3.4, above, and upon agreement between the parties, both will contribute equally towards any financial obligations associated with the implementation of the objective herein contained.

6. Period of duration

This Agreement shall be valid for a period of five years from the date of signature hereof by both Parties where after this Agreement may be renewed subject to the terms and conditions to be agreed upon by the Parties in writing.

7. 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. In the alternate, the MoA may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement – whereof, the coming into force of the MoA shall be construed from the date of the last signed counterparts.

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FOR:
NAMIBIA UNIVERSITY OF SCIENCE AND
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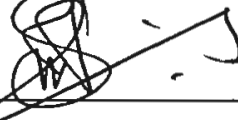
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Place, Date

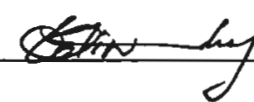


Dr Eroid Naomas
Vice Chancellor



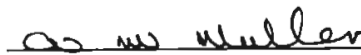
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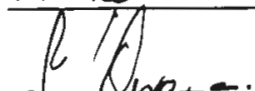
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Place, Date



Dr Anna Muller
Co-Director

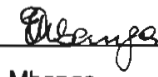
WITNESS:

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FOR:
SHACK DWELLERS FEDERATION OF
NAMIBIA

WINDHOEK 12/09/2022
Place, Date



Ms Edith Mbanga
National Facilitator

WITNESS:

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