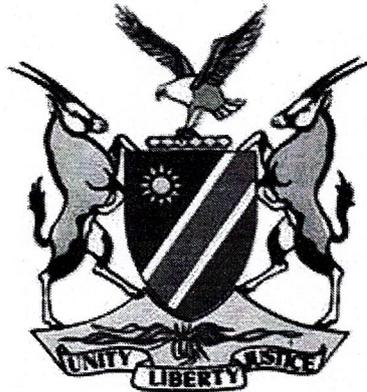


31-02-2020  
**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**



**THE GOVERNMENT OF THE REPUBLIC OF NAMIBIA  
(ACTING THROUGH THE MINISTRY OF HOME AFFAIRS,  
IMMIGRATION, SAFETY AND SECURITY ON BEHALF OF THE  
NAMIBIAN POLICE FORENSIC INSTITUTE (NPFISI))**

**AND**



**THE GOVERNMENT OF THE REPUBLIC OF INDIA  
(ACTING THROUGH THE MINISTRY OF HOME AFFAIRS ON  
BEHALF OF THE NATIONAL FORENSIC SCIENCES UNIVERSITY  
(NFSU))**

**ON  
FIELDS OF ACADEMIC COOPERATION**

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## **PREAMBLE**

The Government of the Republic of Namibia, acting through the Ministry of Home Affairs, Immigration, Safety and Security on behalf of the Namibian Police Forensic Institute (hereinafter "NPFISI") and the Government of the Republic of India, acting through the Ministry of Home Affairs on behalf of the National Forensic Sciences University (hereinafter "NFSU"), (hereinafter collectively referred as the "Parties" and individually as the "Party");

**WHEREAS** NPFISI is a Directorate of the Namibian Police Force and providing Forensic Science services and support to the Namibian Police Force, the judiciary, Namibian Criminal Courts as well as to private entities and situated at 8864 Independence Avenue, Windhoek, Namibia;

**AND WHEREAS** the NFSU is a university established by an Act of Parliament in the year 2020 and having an address at Sector - 9, Gandhinagar, Gujarat-382007, India;

**SEEKING** to improve understanding between their respective academic institution and to establish mutually beneficial collaborations benefiting their students;

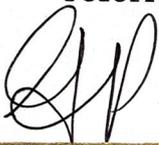
**WISHING** to sign this Memorandum of Understanding (hereinafter referred to as the "MoU") as a first step toward achieving these shared goals.

**PURSUANT** to the prevailing laws and regulations in both countries;

**HAVE REACHED THE FOLLOWING UNDERSTANDING:**

### **ARTICLE 1: PURPOSE**

The purpose of this Memorandum of Understanding (hereinafter referred to as the "MoU") is to form a basis for a cooperation to



collaborate in fields of academic cooperation, which includes joint research activities, student and/or academic and administrative staff exchanges, technical cooperation including specific in-service training of scientists in four divisions of the NPFSI, and moreover to provide training to the officers of the Judiciary, Forensic Science Labs and Police Officers.

## **ARTICLE 2: AREAS AND FIELDS OF COOPERATION**

- 2.1 The Parties will subject to the laws, rules, regulations and national policies in force, governing the subject matter in their respective countries, and subject to availability of funds and resources, cooperation in the areas and fields, which includes, but are not limited to the following:
- 2.1.1 Student and/or academic and administrative staff exchanges;
  - 2.1.2 Joint research activities;
  - 2.1.3 Technical Cooperation including specific in-service training of Scientists in four Divisions of the NPFSI
  - 2.1.4 Providing training to the officers of Police, Judiciary and Forensic Science labs.
  - 2.1.5 Exchange of knowledge, publications, reports and other information; and
  - 2.1.6 Sharing of other activities and programmes in areas of mutual interest, where such sharing shall result in benefit to both Parties. (Such programs could include professional short certificate courses like Forensic Science, Toxicology, DNA, Finger Print Science, Crime Scene Management, Cyber Security, Financial Crime Investigation, Forensic Food Technology, Nano Technology, Forensic Anthropology, Fire Arms related crime investigation, Money Laundering



investigation, Wild Life Forensics and Forensic Odontology/Dental Anthropology by NFSU.

- 2.2 The terms and conditions of any agreed programme and activity contemplated in this MoU will be the subject matter of separate written agreements to be negotiated and agreed upon by both Parties and/or any third parties, wherever applicable.
- 2.3 Each Party will have a sole discretion to make a decision whether to initiate and/or implement any programme or activity.

### **ARTICLE 3: IMPLEMENTATION**

The Parties will designate, on behalf of each institution, a coordinator whose responsibility will be to supervise the execution of this MoU and to draw up programmes or activities to be implemented under this MoU, setting out specific provisions concerning the exchange programmes, budget requirements and details of funding. For this purpose, the coordinator for the Government of the Republic of Namibia is Mr Etienne Maritz, the Executive Director of the Ministry of Home Affairs, Immigration, Safety and Security and for NFSU is Dr. S.O. Junare, Campus Director.

### **ARTICLE 4: FINANCIAL ARRANGEMENTS**

The Parties acknowledge that in the absence of any specific agreement in writing to the contrary, each Party will be responsible for its own costs and expenses in establishing and conducting programmes and activities contemplated under this MoU, including without limitation its own costs and expenses in travel and accommodation.



## **ARTICLE 5: INTELLECTUAL PROPERTY RIGHTS**

- 5.1 The Parties agree that any intellectual property rights arising from or in connection with any programme or activity under this MoU, through and by the joint and collaborative efforts of both Parties shall be jointly owned and subject to any other terms and conditions as may be agreed upon in writing.
- 5.2 Both Parties shall acknowledge one another in any form of writing, publication or presentation based on research derived from the cooperative efforts of both Parties under this MoU, unless otherwise mutually agreed upon in writing by the Parties.
- 5.3 Prior to initiating any collaborative research project, the Institutions will execute a mutually agreeable intellectual property management plan. The Institutions will cooperate in good faith to create an intellectual property management plan, with the goal of protecting and commercializing any such intellectual property. The Institutions also will negotiate in good faith an appropriate agreement for the equitable sharing of any proceeds resulting from the commercialization of the intellectual property based on the respective contributions to the development of the intellectual property by each Institution.

## **ARTICLE 6: CONFIDENTIALITY**

The Parties agree and undertake to keep confidential at all times any information or data that may be exchanged, acquired or shared in connection with any programme or activity conducted pursuant to this MoU save where the same is already in public domain.



## **ARTICLE 7: APPLICABLE LAWS**

The implementation of this MoU shall be governed by the applicable laws and regulations in force in the country where programmes or activities are taking place.

## **ARTICLE 8: SETTLEMENT OF DISPUTES**

Any dispute that may arise between the Parties in respect of the interpretation, application or implementation of this MoU shall be settled through diplomatic channels.

## **ARTICLE 9: AMENDMENT(S)**

This MOU may be amended by mutual written consent of the Parties through the Exchange of Notes between the Parties through the diplomatic channel. No amendment will have effect until signed by both Parties.

## **ARTICLE 10: DURATION AND TERMINATION**

- 10.1 This MoU shall take effect on and from the date of execution of this MoU and shall continue to be effective for a period of five (5) years and may be extended for such further period as may be agreed by the Parties in writing.
- 10.2 Notwithstanding clause 5 (1) above, this MoU may be terminated by either Party giving written notice to the other at least six (6) months prior to the proposed date of termination.
- 10.3 Notwithstanding clause 5 (2) above, the provisions of this MoU or any other written agreement in respect of any on-going exchange programme or any other form of cooperative activity under this MoU shall continue to apply until their completion unless both Parties mutually agree in writing to the earlier termination of the programme or cooperative activity.



## **ARTICLE 11: NOTICE**

11.1 Every notice, request or any other communication required or permitted to be given pursuant to this MoU shall be in writing, in English and delivered personally or sent by registered or certified post via air mail or by courier or facsimile (which shall be acknowledged by the other Party) to the Parties at the address and facsimile number as stated below:

a) If to the Namibian Police Forensic Science Institute of Namibia:

The Director  
Namibian Police Forensic Science Institute  
Private Bag 13293  
Windhoek  
Namibia

b) If to NFSU:

The Campus Director  
National Forensic Sciences University  
Sector - 9  
Gandhinagar - 382007  
Gujarat, India

## **ARTICLE 12: MISCELLANEOUS**

12.1 The Parties acknowledge that all visits or exchange of staff, students or administrators will be subject to compliance with the entry and visa regulations of the Republic of Namibia and India and with the respective Party's requirements with respect to staff and student visits.

12.2 This MoU is not intended to be legally binding. It merely expresses the intentions and understanding of the Parties which will form the basis of any legally binding agreement to be drafted and executed in the future.



12.3 The Parties hereby agree that they are not bound exclusively by this MoU and shall be at liberty to enter into any separate agreements or arrangements with any third party without reference to the other Party.

**IN WITNESSES WHEREOF**, the undersigned being duly authorized thereto by their respective Governments, have signed this Memorandum of Understanding in two originals in the English language, all text being equally authentic.

**DONE** at New Delhi on this 20<sup>th</sup> day of July 2022.

**FOR THE GOVERNMENT OF  
THE REPUBLIC OF  
NAMIBIA**

**FOR THE GOVERNMENT OF  
THE REPUBLIC OF INDIA**



**(Gabriel P. Sinimbo)**

High Commissioner  
of the Republic of Namibia to  
India



**(Dr S. O. Junare)**

Campus Director,  
National Forensic Sciences  
University