



Framework for Cooperation agreement for collaboration with private/public institutions

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THIS FRAMEWORK COOPERATION AGREEMENT

This Framework Cooperation Agreement (hereinafter referred to as the “Agreement”) is made and entered into on this ____ day of _____ 2026,

BETWEEN

THE UNIVERSITY OF XXXXXXXXXXXX

A public higher learning institution established under the laws of the **Republic of XXXXXX**, with its principal offices located **XXXXXXXXXXXXXXXXXXXX**, duly represented for this Agreement by the Vice Chancellor or his/her duly authorized representative,

hereinafter referred to as “**XXXX**”,

AND

[FULL LEGAL NAME OF PARTNER INSTITUTION / ORGANISATION]

A **[public institution / private company/authority/agency/utility/organisation/enterprise / non-governmental organisation / other]** duly established under the laws of **[Country]**, with its principal offices located at **[Full Address]**, duly represented for this Agreement by **[Title of Authorized Signatory]**,

hereinafter referred to as the “Partner”.

XXX and the Partner are hereinafter jointly referred to as the “Parties” and individually as a “Party.”

Preamble

WHEREAS:

1. The **University of XXXXXX** is the national public **university of XXXXX** with a mandate to advance higher education, research, innovation, and community engagement in support of national, regional, and global development priorities.
2. **XXXXXX** is a participating beneficiary institution under the SMECC2E Project (Proposal No. 101234492), an Intra-Africa Academic Mobility initiative implemented over a period of 48 months, focused on the thematic areas of Sustainable Energy & Materials, Energy Policy, Climate Change, Energy Economics, and Environment.
3. The SMECC2E project seeks, among others, to:
 - strengthen relevant academic programmes in participating African higher education institutions;
 - promote inclusive learning mobility;
 - reinforce collaboration between higher education institutions and businesses/public institutions in Africa; and
 - enhance the employability and practical competencies of students, trainees, and staff;
4. The Parties recognize the strategic importance of institutional collaboration between academia and public and/or private sector stakeholders in promoting skills development, innovation, employability, applied research, professional exposure, and knowledge transfer in areas relevant to clean energy transition, climate change, and sustainable development;
5. The Parties further acknowledge their mutual interest in establishing a formal framework to guide cooperation in areas of shared strategic and institutional relevance.

NOW, THEREFORE, in consideration of the foregoing, the Parties hereby agree as follows:

Article 1: Purpose

The purpose of this Agreement is to establish a formal framework for cooperation between **XXX** and the Partner in support of the implementation of activities aligned with the objectives of the SMECC2E Project, as well as other mutually agreed areas of collaboration of academic, professional, technical, research, and institutional relevance.

Article 2: Objectives of the Cooperation

The cooperation under this Agreement shall seek to achieve the following objectives:

- a) To strengthen linkages between higher education, industry, public institutions, and the broader socio-economic ecosystem;
- b) To facilitate opportunities for student mobility, internships, industrial attachment, practicum, mentorship, and professional immersion;
- c) To enhance the practical, technical, and employability competencies of students, trainees, and staff;
- d) To promote collaboration in applied research, innovation, policy engagement, and knowledge exchange;
- e) To support exposure to professional practice, institutional systems, technologies, and sectoral realities relevant to SMECC2E thematic areas;
- f) To foster sustainable institutional partnerships between **XXX** and public and/or private sector actors;
- g) To contribute to national, regional, and continental development goals through strengthened academia–industry/public sector collaboration.

Article 3: Areas of Cooperation

Subject to mutual agreement, institutional mandates, and availability of resources, the Parties may cooperate in one or more of the following areas:

3.1 Student Placement and Professional Exposure

The Partner may host **University-of-XX** students, trainees, scholars, or other eligible participants for:

- internships;
- industrial attachment;
- practicum;
- field placement;
- technical exposure;

- workplace learning; and/or
- professional immersion.

3.2 Applied Research and Technical Collaboration

The Parties may collaborate in:

- joint research initiatives;
- applied technical studies;
- innovation projects;
- case studies;
- technical problem-solving assignments;
- policy or systems analysis; and
- field-based research or demonstration activities.

3.3 Capacity Building and Skills Development

The Parties may jointly undertake:

- workshops;
- seminars;
- guest lectures;
- technical training sessions;
- continuing professional development activities;
- demonstration sessions; and
- thematic knowledge-sharing events.

3.4 Mentorship and Career Development

The Partner may support:

- mentorship of students and trainees;
- technical supervision;
- career guidance;
- professional networking opportunities; and
- exposure to sectoral good practice.

3.5 Innovation, Entrepreneurship, and Employability

The Parties may collaborate in:

- innovation and entrepreneurship development;
- challenge-based learning;
- incubation or industry-linked student projects;
- graduate employability enhancement; and
- institutional–sector interface initiatives.

3.6 Knowledge Exchange and Institutional Networking

The Parties may cooperate in:

- conferences and technical forums;
- stakeholder dialogues;
- dissemination events;
- institutional visits;
- professional exchange sessions; and
- other mutually agreed knowledge exchange platforms.

Article 4: Principles of Cooperation

The Parties agree that the cooperation under this Agreement shall be guided by the following principles:

- a) mutual respect and institutional autonomy;
- b) shared benefit and reciprocity;
- c) transparency, accountability, and professionalism;
- d) compliance with applicable laws, regulations, and institutional policies;
- e) commitment to quality, ethics, and integrity; and
- f) alignment with the strategic objectives of the SMECC2E Project and broader development priorities where applicable.

Article 5: Responsibilities of The University Of Xxxxxxx

XXX shall, subject to the nature of each activity and availability of resources:

- a) Identify and nominate eligible participants for activities agreed under this Agreement;

- b) Ensure that nominated participants are appropriately prepared and academically or institutionally eligible for participation;
- c) Provide relevant academic or institutional coordination and oversight for activities involving UR participants;
- d) Communicate to the Partner the relevant information necessary for implementation of agreed activities;
- e) Facilitate, where appropriate, supervision, monitoring, and evaluation of activities undertaken under this Agreement;
- f) Designate a focal person or responsible office for coordination of implementation.

Article 6: Responsibilities of the Partner

The Partner shall, subject to its institutional mandate, internal procedures, and operational capacity:

- a) Receive and support participants placed or engaged under this Agreement, where applicable;
- b) Provide a conducive and professionally appropriate environment for the implementation of agreed activities;
- c) Designate a responsible focal person, supervisor, or liaison officer for coordination of agreed activities. This person shall be responsible for providing updates on the SMECC2E Integrated Portal (<https://smecc2e.online/>)
- d) Facilitate access, where appropriate and permissible, to relevant technical, professional, operational, or institutional environments required for the agreed collaboration;
- e) Support mentorship, supervision, guidance, or technical engagement of hosted participants as may be applicable;
- f) Inform **The University of XXX** promptly of any matter that may materially affect the implementation of activities under this Agreement.

Article 7: Implementation Modalities

7.1 Activity-Specific Arrangements

Implementation of specific activities under this Agreement may be operationalized through:

- mutually agreed work plans;
- letters of implementation;
- internship or placement schedules;
- activity-specific terms of reference;
- concept notes;
- implementation matrices; or
- any other written arrangements as the Parties may deem appropriate.

7.2 Separate Operational Instruments

Where necessary, the Parties may develop separate operational documents or annexes to define:

- scope of activity;
- number and profile of participants;
- duration and location;
- reporting expectations;
- supervision arrangements;
- deliverables; and
- applicable administrative or financial provisions.

7.3 Non-Automatic Commitment

This Agreement constitutes a framework for cooperation and shall not, in and of itself, create any automatic obligation for either Party to undertake a specific activity unless such activity is expressly agreed in writing.

Article 8: Financial Provisions

1. Unless otherwise agreed in writing, each Party shall bear its own costs arising from the implementation of this Agreement.
2. Where a specific activity is to be funded through the SMECC2E Project, institutional resources, external grants, or any other funding mechanism, the applicable financial arrangements shall be defined separately in writing and implemented subject to the relevant rules and procedures.

3. Nothing in this Agreement shall be interpreted as creating a financial liability or budgetary commitment on either Party beyond approved and available resources and applicable institutional and legal requirements.

Article 9: Status of Participants

1. Any student, trainee, scholar, staff member, or other participant engaged under this Agreement shall remain, unless otherwise expressly agreed in writing, under the administrative status of the sending institution.
2. Participation under this Agreement shall not be construed as creating an employment relationship between the receiving Party and any participant, unless otherwise provided for under a separate written arrangement.
3. Participants shall be required to observe:
 - the policies and regulations of the host institution or organization;
 - applicable workplace, health, safety, security, and professional conduct requirements;
 - confidentiality obligations where applicable; and
 - all lawful instructions related to the agreed activity.

Article 10: Confidentiality

1. Each Party shall treat as confidential any non-public, proprietary, technical, operational, institutional, or administrative information disclosed by the other Party in connection with this Agreement.
2. Neither Party shall disclose such information to a third party without the prior written consent of the disclosing Party, except where disclosure is required by law, court order, audit, regulatory authority, or official institutional obligation.
3. This Article shall survive the expiry or termination of this Agreement.

Article 11: Intellectual Property and Use of Results

1. Any pre-existing intellectual property, data, systems, methodologies, materials, or proprietary content belonging to a Party before the implementation of this Agreement shall remain the property of that Party.

2. Any jointly developed outputs arising from specific collaborative activities under this Agreement shall, where necessary, be governed by a separate written understanding or applicable institutional policy.
3. Publications, reports, communication products, technical outputs, or dissemination materials arising from activities under this Agreement shall acknowledge the relevant contributions of the Parties and, where applicable, the support of the SMECC2E Project, subject to applicable communication and donor visibility requirements.

Article 12: Ethics, Compliance, And Professional Conduct

The Parties undertake to ensure that activities implemented under this Agreement are conducted in accordance with:

- a) applicable national laws and regulations;
- b) institutional rules, professional standards, and ethical principles;
- c) applicable donor, regulatory, and project implementation requirements where relevant;
- d) principles of non-discrimination, mutual respect, integrity, and responsible conduct.

Article 13: Publicity, Visibility, And Communication

1. Any public communication, publicity, media release, or external dissemination related to activities under this Agreement shall be undertaken in a manner consistent with the institutional communication procedures of the respective Parties.
2. Where applicable, communication and visibility shall also comply with the relevant requirements of the SMECC2E Project and associated funding frameworks.
3. Neither Party shall use the name, logo, insignia, or official marks of the other Party without prior written authorization, except as may be expressly permitted for implementation or visibility purposes.

Article 14: Liability

1. Each Party shall remain responsible for its own acts, omissions, personnel, and institutional operations in connection with this Agreement.
2. Neither Party shall be liable for indirect, incidental, special, or consequential damages arising from activities under this Agreement, except where otherwise required by applicable law.

3. Specific matters relating to risk, safety, insurance, or participant welfare may, where necessary, be addressed in activity-specific arrangements.

Article 15: Duration and Entry into Force

This Agreement shall enter into force on the date of signature by the last Party and shall remain valid for a period of four (4) years, unless earlier terminated in accordance with this Agreement.

The Agreement may be renewed by mutual written consent of the Parties.

Article 16: Amendment

This Agreement may be amended only by written mutual consent of the Parties through a duly signed addendum or amendment instrument.

Article 17: Termination

1. Either Party may terminate this Agreement by giving the other Party thirty (30) calendar days' prior written notice.
2. Termination of this Agreement shall not affect any activity already commenced, unless the Parties mutually agree otherwise in writing.
3. Upon termination, the Parties shall take reasonable steps to ensure an orderly conclusion of any ongoing activities.

Article 18: Settlement of Disputes

1. Any dispute arising from the interpretation, implementation, or application of this Agreement shall, in the first instance, be resolved amicably through consultation and mutual discussion between the Parties.
2. Where an amicable settlement is not achieved, the matter shall be handled in accordance with applicable laws, institutional procedures, and any mutually agreed dispute resolution mechanism.

Article 19: Non-Exclusivity

This Agreement is non-exclusive and shall not prevent either Party from entering into similar arrangements with other institutions or organizations, provided such arrangements do not conflict with the obligations contained herein.

Article 20: Force Majeure

Neither Party shall be held liable for failure or delay in performance of its obligations under this Agreement where such failure or delay is caused by events beyond its reasonable control, including but not limited to natural disasters, war, civil unrest, pandemics, government restrictions, strikes, or other force majeure events.

The affected Party shall notify the other Party in writing as soon as reasonably practicable.

Article 21: Official Contacts and Notices

For coordination and official communication under this Agreement, the Parties designate the following contact persons:

For the **University of XXXXXX**

Office/Unit:

Name:

Title:

Address:

Email:

Telephone:

For the Partner

Office/Unit:

Name:

Title:

Address:

Email:

Telephone:

Any notice under this Agreement shall be deemed duly given when transmitted through official written communication to the designated contacts or to any updated official contact communicated in writing by either Party.

Article 22: Entire Agreement

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes any prior informal understandings, correspondence, or discussions relating to the same, unless expressly incorporated by reference in writing.

Signatures

IN WITNESS WHEREOF, the undersigned, being duly authorized representatives of their respective institutions, have signed this Agreement in two (2) originals, each Party retaining one original.

FOR THE UNIVERSITY OF XXXXXX

Name: _____
Title: Vice Chancellor
Institution: **University of XXXXXX**
Signature: _____
Date: _____
Official Stamp: _____

FOR [FULL LEGAL NAME OF PARTNER INSTITUTION / ORGANISATION]

Name: _____
Title: _____
Institution/Organisation: _____
Signature: _____
Date: _____
Official Stamp: _____