MEMORANDUM OF UNDERSTANDING

BETWEEN

FOUNTAIN UNIVERSITY, OSOGBO

AND

AL-HIKMAH UNIVERSITY, ILORIN

AUGUST, 2023

THIS MEMORANDUM OF UNDERSTANDING (MoU) is made this 15...Day of September 2023 **BETWEEN FOUNTAIN UNIVERSITY, OSOGBO, OSUN STATE**, (hereinafter referred to as "FUO" and which expression shall where the context so admits includes its Successors-In-Title, Agents and Assigns) of the one part **AND AL-HIKMAH UNIVERSITY, ILORIN, KWARA STATE** (hereinafter referred to as "HUI" which expression shall where the context so admits, include its Successor-In-Title and Assigns) of the other part.

FUO and HUI are hereinafter referred to individually as "Party" and collectively as "Parties".

WHEREAS:

FUO is a privately owned University licensed by the Government of the Federal Republic of Nigeria, established by law and charged with the responsibility of making tertiary education available to teeming Nigerians and all persons who are desirous of tertiary education for intellectual and professional advancement through the open and distance learning system.

HUI is also privately owned and licensed by the Government of the Federal Republic of Nigeria to offer tertiary education opportunities to aspiring students, fostering intellectual and professional advancement through its educational programmes.

The Parties herein wish to establish and strengthen scholarly academic cooperation and promote knowledge exchange between the institutions. Through this collaboration, the Parties aim to leverage each other's expertise and resources for the betterment of the Parties academic communities and society at large.

The Parties have agreed to collaborate in the areas specifically stated in this MoU, under the terms and conditions hereinafter spelt out, and agree as follows:

ARTICLE 1: SCOPE OF COOPERATION

1.1 The Parties shall establish academic and scholarly collaboration that would be of mutual benefit.

1.2 That both Parties agree that academic and scholarly collaboration embarked upon may be sustained and renewed by mutual consent.

ARTICLE 2: AREAS OF THE COLLABORATION

2.1 That provided that adequate funding is available and with the approval of the respective Institution Heads, the parties mutually commit to exploring the following targeted areas of collaboration:

2.2 **Research Collaboration**: To collaborate on joint research projects and initiatives within the following specific areas of research interest: Science and Technology, Sustainable Development and Environmental Studies, Health Sciences and Biotechnology, Data Science and Artificial Intelligence, Social Sciences and Law, in addition to other research areas of mutual interest as our partnership evolves. The organization and execution of joint research activities may be supported by the exchange of scientists, scholars and technical staff members.

2.3 **Staff and Student Exchange Programs**: To encourage the exchange of Faculty members and students for short, medium or long-term periods, between the Institutions. This exchange will not only promote cross-cultural understanding but also facilitate the sharing of knowledge and best practices in teaching and research.

2.4 **Organisation of Workshops and Training:** To organise joint workshops, conferences, seminars, symposia, special short-term academic programs, vacation, cultural, tourism programs and training programs in order to foster skill development, knowledge sharing, and capacity building in the following areas of: Emerging Technologies and Their Impact on Society, Cultural Diversity and Inclusion, Entrepreneurship and Business Development, Public Health matters and all other areas of mutual interest as the partnership evolves.

2.5 **Exchange of Publications:** The exchange of publications for scientific, scholarly, teaching and information purposes, in order to facilitate the dissemination of knowledge, foster academic advancement, and promote cross-disciplinary learning. Through access to a diverse array of research papers, scholarly journals, teaching materials, and valuable information, our staff, researchers, and students will have the opportunity to expand their intellectual horizons, stay abreast of the latest developments in their respective fields, and contribute to ongoing academic discussions.

2.6 **Joint usage of Facilities and Laboratories:** To leverage the resources and infrastructure of both Institutions for mutual benefit and academic advancement. By sharing access to specialised facilities and cutting-edge laboratories, the Parties aim to enhance their research capabilities, facilitate innovative experiments, and promote scientific discoveries.

2.6 Without prejudice to the foregoing outline, it is acknowledged and agreed that additional areas may be included that align with both parties collective academic goals.

ARTICLE 3: FINANCIAL ARRANGEMENTS

3.1 That both Parties agree that all specific arrangements are to be negotiated and contingent on the availability of funds.

3.2 Each staff or student visit will require the prior approval of the host Institution. The host Institution shall provide suitable/affordable accommodation for the visitors for the duration of his/her visit; international costs and living subsistence will be borne by the visiting Institution or the beneficiary.

3.3 Staff and Students visits for longer periods, such as advanced study or training, will be arranged on terms to be agreed between the Parties in each specific case.

3.4 Both Parties may seek financial support from national and international organisations for the cooperative activities to be undertaken as stated under the terms of this MoU.

3.5 Qualified staff and students nominated by a Party will be accepted as visitors by the other Party for further research studies, provided that the receiving Institution is satisfied that the staff or students are qualified to pursue the proposed programme and in addition to the availability of relevant and necessary facilities and required supervisor in the Department concerned. All costs, accommodations and living expenses of the visiting staff or students shall be borne by the visiting Institution or by the staff or students themselves.

ARTICLE 4: ADMINISTRATION

4.1 The terms and necessary budget for each programme and activity that are implemented under the terms of this MoU shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of the particular programme or activity, and that such programme and activity shall be negotiated on an annual basis.

4.2 Officers, agents and employees of FUO and the HUI, participating in any of the areas of collaboration shall remain the officers, agents and employees of their respective Institution.

ARTICLE 5: INTELLECTUAL PROPERTY

5.1 Unless the parties agree otherwise and enter into a separate MoU determining the ownership of any intellectual property arising out of the pursuit of any academic activities conducted under the auspices of the host University, then ownership of the intellectual property at the time such intellectual property was created, discovered or invented shall be that of the host University.

5.2 Where it is appropriate to a particular project on which both Parties are jointly engaged, each Party shall sign confidentiality undertaking and require any member of its staff or student attached to also sign such a confidentiality agreement.

ARTICLE 6: INCOME ARISING FROM JOINT PROJECTS

6.1 Unless the parties agree otherwise and enter into a separate MoU, and subject to Article 5 of this MoU, any surplus of income over expenditure arising from a project jointly carried out by the Parties will be shared amongst them in proportion to the resources contributed by each Party to the project.

6.2 Any income from a project jointly carried out by the Parties will be shared proportionately in accordance with the financial and intellectual contributions of each institution.

ARTICLE 7: CODES OF CONDUCT

8.1 Any student or any member of staff from the visiting Institution, when engaged in academic activities under the auspices of the host Institution is deemed to be a student enrolled or a member of staff at the host Institution, as the case may be, and is subject to the codes of conduct of the host Institution including the disciplinary code of conduct for students of the host Institution.

ARTICLE 9: GOVERNING LAW

9.1 The Agreement is subject to and governed by the Laws of the Federal Republic of Nigeria.

ARTICLE 10: INSURANCE

10.1 The visiting Institution shall provide adequate medical care for any of its students and members of staff while they are in the host Institution as defined in the policies of the host Institution and in the relevant regulations of the host Institution.

ARTICLE 11: TERMINATION

11.1 A Party can only terminate this MoU for convenience by giving three (3) months written notice to the other Party. Where such termination occurs, the provisions of this MoU shall continue to apply to ongoing activities until their completion and no Party shall have any liability to the other as a result of such termination.

11.2 This MoU shall be terminated immediately in the event of fraudulent or other activity that may likely bring either Party into disrepute.

ARTICLE 12: DISPUTE RESOLUTION

12.1 Parties must use their best endeavours to settle their differences under this Mou amicably. Any dispute between the Parties which cannot be resolved in the first instance between officials of the Parties must be referred to the Management of the Parties who shall meet and attempt in good faith to settle through Negotiation. If they do not reach an amicable solution within a period of thirty (30) days from their first meeting, Parties would endeavor in good faith to settle the dispute by Mediation administered by an independent third party mutually appointed by the Parties. Where peradventure, this also fails, the MoU shall be deemed terminated and any ongoing activity brought to completion within a reasonable period.

ARTICLE 13: WHOLE MOU, NO AMENDMENT

13.1 This MoU constitutes the whole Agreement between the Parties relating to the subject matter hereof.

13.2 No amendment or consensual cancellation of this MoU or any provision or term thereof or of any MoU, and no settlement of any disputes arising under this MoU and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this MoU or any other document issued pursuant to the terms of this MoU is binding unless recorded in a written document signed by representatives of both Parties.

ARTICLE 14: DURATION OF THE AGREEMENT

14.1 This MoU will be effective from the date of signature for an initial period of five (5) years. Thereafter, subject to the mutual consent of both parties, the MoU shall be renewed for an additional period of five (5) years at each expiration date unless either party provides a written notice to terminate with a minimum of six (6) months' notice prior to the expiration date.

IN WITNESS THEREOF, the Parties hereto have caused their respective hands and seals to be affixed the day and year first above written.

THE COMMON SEAL of the within named **FOUNTAIN UNIVERSITY, OSOGBO** was hereunto fixed in the presence of:

13/09/2023

PROF. OLAYINKA RAMOTA KARIM
Vice-Chancellor

MR. SHERIFF ADENEKAN
Registrar

THE COMMON SEAL of the within named **AL-HIKMAH UNIVERSITY, ILORIN** was hereunto fixed in the presence of:

13/09/2023

PROF. NOAH YUSUF
Vice-Chancellor

DR. K.A. OLADIMEJI
Registrar