THIS AGREEMENT MADE

BETWEEN

UNIVERSITY OF ILORIN TEACHING HOSPITAL,
ILORIN

AND

AL- HIKMAH UNIVERSITY, ILORIN

Prepared by:

Legal Department,
University of Ilorin Teaching Hospital,
P.M.B. 1459,
Ilorin.

THIS AGREEMENT is made this 5th day of Feb, 20.19 Between UNIVERSITY OF ILORIN TEACHING HOSPITAL, ILORIN, KWARA STATE (hereinafter referred to as UITH) of the one part

AND

AL-HIKMAH UNIVERSITY, ILORIN, KWARA STATE (hereinafter referred to as THE UNIVERSITY) of the second part.

Whereas:

1. UITH is a public institution established under the Act of the Federal Republic of Nigeria for purpose inter alia of providing affordable tertiary health care services for the public, training health care manpower and research.
2. The University is a private University licensed to operate by the Federal Government of Nigeria to float academic and professional programmes approved by the National Universities Commission (NUC) and relevant professional regulatory bodies.
3. As part of academic requirements of the Department of Medical Laboratory Science, students are required to undertake training/studies in 300,400 and 500 levels in a reputable Medical Training Institution with the following Departments: Haematology, Blood Group Serology, Histopathology, Chemical Pathology, Medical Microbiology and Parasitology.
4. The parties desire to work together in the future for mutual benefit to foster a collaborative framework with a view to benefiting from each other's initiative and working procedures.

5. The parties recognized the benefit to be derived from increased cooperation and interaction for further promotion and understanding of medical and allied health education and resource collaboration UITH has agreed to enter into collaboration with the UNIVERSITY on terms spelt out in the body of this document.
6. It is hereby agreed upon that the UITH Medical Laboratory scientists with bias in Haematology and Blood Transfusion Science, Chemical Pathology and Immunology, Histopatholgy and Cytology, Medical Microbiology and Parasitology with minimum of Masters of Science (M.Sc) Degree in specialties related to their profession who are in the employment of the UITH may be engaged as part-time lecturers in number that will not exceed the NUC prescription.

DUTIES AND RESPONSIBILITIES OF UITH

The UITH Shall:

1. Make available her Medical Laboratories for routine posting and training of the students of the University.
2. Make the students have access to her building infrastructures, including but not limited to Medical Laboratories, Blood Bank, Mortuary Section, Phlebotomy, Lecture/Seminar Rooms, and other relevant facilities for the training of respective students in the most ethical way, under the tutelage of registered professionals engaged by UITH and the University.
3. Make available the qualified and licensed academic staff of medical laboratory scientists to render specialist services.
4. Ensure that all the students pass through all the laboratory departments.

5. Ensure the students comply with all the laboratory precautionary rules and regulations
6. Ensure that the Heads of Units/Supervisors certify the students record.

DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY

The University shall:

1. Post a maximum of fifty (50) students per posting to the laboratories.
2. Provide UITH with time table, names of contact persons and other details of the UNIVERSITY officials and agents with specific responsibilities for liaising with the UITH.
3. Responsible for provision of consumables by students.
4. Instruct the students to report to the Head of Department.
5. Pay routine visits to practical sessions for assessment of the students.
6. Provide materials for projects and researches of the students.
7. Pay the sum of One Million, Five Hundred Thousand Naira (N1, 500, 000.000) only annually to UITH as training and utility allowance in respect of the students–in-training.

COMMENCEMENT

This Agreement shall commence on the date the UNIVERSITY students resume their clinical posting to the UITH.

MODIFICATION

Modification of the terms and conditions of this Agreement may only be made by written agreement of the parties and shall not be effective except with the consent of both parties.

FORCE MAJEURE

i. None of the parties shall be liable to the other for delays in performance of this Agreement caused by circumstances beyond her control, including but not limited to acts of God, war, riots, earthquakes, strikes, flood, labour disputes, accidents unforeseen, government restriction or other similar causes.

ii. Force Majeure shall not include any event which is caused by the negligence or intentional action of a party or servants/agents.

WAIVER

i. No waiver of any provision of this Agreement shall be of any force of effect unless such waiver is in writing and expressly stated to be a waiver of a specified provision of this Agreement and signed by the party to be bound thereby.

ii. Any party's waiver of any breach or failure to enforce any of the terms, covenant, condition or other provision of this Agreement at any time shall not in any way affect, limit or modify or be a waiver of that party's right thereafter to enforce or compel strict compliance with every terms, covenant, condition or other provision here or any course or dealing or custom of the trade notwithstanding.

ARBITRATION

i. In the event of dispute arising with regard to this Agreement, paries shall use their best effort to settle amicably all disputes arising out of or in connection with this Agreement or its interpretation.

ii. Any dispute between the parties arising from this Agreement that cannot be settled with Sixty (60) days after receipt by one party of the other party's request for such amicable settlement may be referred by either parties for settlement to the Centre for Alternative Dispute Resolution, Ilorin. This is however without prejudice to a right to institute action in a competent court of Law.

EXPIRATION AND TERMINATION

i. This Agreement shall be for Three (3) years but subject to renewal.

ii. Either party may renew this Agreement by giving Three (3) months written notice before the expiration to the other party.

iii. Either party may terminate this Agreement upon giving Six (6) months written notice to the other party. The termination shall only be effective after due settlement of entitlements/liabilities.

NOTICES

All notices, requests or other communications required or permitted to be given under this Agreement shall be made in writing and shall be deemed to have been properly given when delivered in person to the following:-

i. The Chief Medical Director
University of Ilorin Teaching Hospital,
P.M.B. 1459,
Ilorin
Kwara State.

ii The Vice Chancellor,
Al- Hikmah University,
P.M.B. 1601,
Ilorin,
Kwara State.

IN WITNESS WHEREOF, the parties have cause their representatives to affix their signatures on their behalf the day and year first above written.

SIGNED, SEALED and DELIVERED the Chief Medical Director of UITH

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Chief Medical Director

In the presence of:

Name: DR. L.O. Odeigah

Address: UITH, Ilorin

Occupation: Medical Practitioner

Designation: Ag. CMAS

Signature: .....

SIGNED, SEALED AND DELIVERED by the Vice Chancellor of the UNIVERSITY

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Vice Chancellor

In the presence of:

Name: DR (MRS) R.M. OLADIMEJI

Address: AL-HIKMAH UNIVERSITY, ILORIN.

Occupation: ADMINISTRATION

Designation: REGISTRAR

Signature: .....