



MEMORANDUM OF UNDERSTANDING

between

UNIVERSITY OF ILORIN
Ilorin, Kwara State, Nigeria

and

UKA TARSADIA UNIVERSITY
(Maliba Campus, Gopal Vidyanagar) Gujarat, India

PREAMBLE

This agreement is entered into by University of Ilorin, Ilorin, Nigeria and Uka Tarsadia University, Gujarat, India.

Both institutions hereby agree to establish academic linkages and educational collaboration to their mutual benefit.

PURPOSE OF THE AGREEMENT

University of Ilorin (Unilorin) and Uka Tarsadia University, Gujarat, India recognize the benefits to be gained by both institutions through cooperative interactions that strengthen their respective academic entities. Thus the two Universities shall partner to actualize this perception in line with their respective missions.

GENERAL UNDERSTANDING

University of Ilorin (Unilorin) and Uka Tarsadia University, Gujarat, India realize that partnerships that facilitate international educational exchange and the participation in joint academic and educational ventures provide opportunities to enhance each institution and promote cross-cultural understanding. Programs and activities associated with this agreement shall be consistent with the missions of the respective institutions.

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AGREEMENT

University of Ilorin (Unilorin) and Uka Tarsadia University, Gujarat, India agrees to provide reasonable cooperation in a variety of joint academic and educational activities that shall include (but will not be limited to):

- (a) organizing, promoting, staffing and coordinating long and short-term faculty and student exchanges and other academic activities, provided that all participants are appropriately qualified and there are adequate financial resources;
- (b) deploying of Information and Communications Technologies (ICTs) to enhance programmatic access, through distance education and instructional delivery;
- (c) providing exchange internship opportunities for qualified students of the two Universities;
- (d) facilitating and coordinating joint research cooperation especially in the area of Biotechnology and curriculum development;
- (e) organizing seminars, academic interactive sessions, and other professional development activities;
- (f) exchanging academic materials and other educational and relevant cultural information;
- (g) coordinating special short-term academic programs, including short-term seminars to introduce faculty, staff, students and friends of the institutions to general cultural activities and other areas of specialized learning;
- (h) enhancing the capacity of the two Universities to carry out relevant research and to secure the required external funding for same;
- (i) exchanging published information, particularly the linkage of our automated and virtual libraries;
- (j) supervising jointly post-graduate projects and thesis;
- (k) serving on joint Editorial Boards of official and recognized Journals of both institutions;
- (l) exchanging Professorial External Assessors; and
- (m) exchanging External Examiners.

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Both institutions agree to make special efforts, individually and in concert to secure appropriate financing from private, state, provincial, national and international sources to support the activities contemplated in this Memorandum of Understanding. Unilorin and Uka Tarsadia University, Gujarat, India agrees to continue discussion of particular joint projects and exchanges. These institutions agree to produce a joint annual report. This report will summarize and evaluate the previous year's activities and list the coming year's projects and activities.

As discussions progress or opportunities arise, each institution shall prepare more detailed agreements to clarify the logistical arrangements for any specific activity contemplated. Prior to the commitment of financial resources by either institution to the Memorandum of Understanding, specific numbers of individuals, disciplines and periods of visitations and exchange shall be agreed upon.

In the event that the parties hereto wish to execute future joint research or consultancy agreements, such agreements shall specify the institutions' exploitation of intellectual property rights. Such agreements shall also define the financial, legal and other commitments of each institution. Nothing in this Memorandum is intended to effect, alter or amend either institution's legal rights or obligations with respect to the other institution. This Memorandum shall serve only as a magnification of each institution's desire to cooperate in joint academic and educational ventures and, if possible, to negotiate and execute valid and legally binding obligations in the future.

BASIC GROUND RULES

The following shall constitute the basic ground rules for the implementation of the provisions of this memorandum of understanding between UNILORIN and Uka Tarsadia University, Gujarat, India

- i. All exchanges of academic and professorial staff must be approved by the host (receiving) institution in writing at least three months in advance. Written approvals will include the responsibilities of the exchange participants, the period of the exchange and any other conditions governing the terms of the exchange.

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- ii. All exchange of students must be approved by the host institution in writing at least three months in advance. Written approvals will include the responsibilities of the exchange participants the period of the exchange, a tentative list of coursework with course descriptions and any other conditions governing the terms of the exchange.
- iii. All exchange students must be in good academic standing at their home institution and have completed at least one year's worth of coursework prior to participating. Nevertheless, specific arrangements may be made according to individual needs.
- iv. There will be reciprocal exchange of graduate and undergraduate students and research. Students from each university will pay all applicable tuition fees at the host institution in order to take courses and/or conduct research work while in residence for the period of stay at the host institution.
- v. The host institution must submit written assessment (transcript) of the student's work, including level and quality of work, within 45 days after the students' exchange experience is completed.
- vi. The coordinating office of each host institution will assist visiting students in locating housing, and help with the general welfare of the visiting students.
- vii. All exchange students must submit to the host institution, in writing, evidence of comprehensive medical insurance including coverage for death and dismemberment. The host institution will assist visiting students in finding appropriate medical insurance.
- viii. Study abroad programmes of short duration shall be arranged co-operatively by two coordinating units.

Joint activities and the conditions for utilizing results achieved and arrangements for the specific visits, exchanges, and other forms of cooperation will be developed mutually for each specific case.

OTHER PROVISIONS

This memorandum is conducted for an initial duration of ten years from the date of joint signing. After this initial period, this MoU shall be reviewed as deemed necessary, based on mutual agreement by the parties.

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This memorandum may be terminated by any of the parties to this agreement on the prior notice of 90 days. All parties in the memorandum shall, however, in any case, retain their agreed-to-status until the end of their approved programme.

LEGAL PROVISIONS

A. Conflict of Interest

This MoU is based on "uberrimae fidel" (utmost good faith) and shall be the basis on which the parties shall collaborate and do any business together and shall form the scope of future participation and involvement in the best interest of the Nation. Any conflict arising from the implementation of this MoU shall be mutually discussed by the two Vice Chancellors of both Institutions to preserve this understanding.

B. arbitration

However, where the parties, fail to reach a consensus, the matter shall be referred to an arbitration panel to be appointed by both parties.

C. Laws, Rules and Regulations

The parties agree to comply with the export control laws of each government (Government of Nigerian and Government of India) which are now or may become applicable to operation covered by this memorandum of understanding or arising out of the performance of such operations. If either party is required to pay any fine or penalty resulting from other party's failure to comply with such laws, rules or regulation, this party failing to comply shall immediately reimburse the other for such payment.

D. Non discrimination

The management of both parties is committed to complying with applicable laws, rules and regulations governing equal opportunity and non-discrimination requirements. The liability for breach of the operational details of this MoU shall be the forfeiture of the benefit supposedly accruing to either of the defaulting party. Additional details may be spelt out in other implementing protocols arising from this MoU

VALIDITY OF AGREEMENT

This agreement shall become effective upon the date of signature by the authorized representatives of each institution and shall remain in effect for five years. Either party

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may terminate the agreement upon six months' notice, so as to give any current programs sufficient time to conclude. The notice provision shall not negatively affect any programs at the time of the decision. This agreement may be renewable in writing by mutual consent of the institutions. The parties understand that this Agreement pledges the good faith of the respective institutions and officers, but does not constitute a legally binding agreement.


ENDORSEMENT

IN WITNESS WHEREOF the parties hereto have hereunder execute by this memorandum of understanding in the manner hereinafter appearing the day and year first above written, the parties have caused their common seal to be affixed, on their respective authorized representative.

On behalf of Unilorin

On behalf of Uka Tarsadia
University, Gujarat, India


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Prof. A. G. Ambali
Vice Unilorin
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UNIVERSITY OF ILORIN
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Prof. Dr. R. Krishnamoorthy
19/03/13
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