



UNIVERSITY OF IBADAN
...the first and the best

Memorandum of Understanding

Between

Consortium for International Education & Development, New York

&

University of Ibadan, Nigeria

2023

THIS MEMORANDUM OF UNDERSTANDING (the "Memorandum of Understanding") originally entered as of day of 2023 by and between The Consortium for International Education and Development- (CIED), New York a non-profit organization, having its address at ...619 West 143 Street Suite 4 New York, NY 10031 organized under the laws of the State of New York, which expression shall where the context so permits include its successors in title and assigns, of the one part,

AND

The University of Ibadan (hereinafter referred to as UI) which expression shall where the context so permits include its successors in fik, having its address along Oyo Road, Ibadan, Oyo state, Nigeria, of the other part.

CIED together with UI form the ("Parties") to this agreement, which may be modified to match the evolving needs of our cooperation.

WHEREAS:

The Consortium for International Education and Development, New York —CIED is an independent, nonprofit organization. Through educational delivery systems, CIE engages in many cross-sectoral projects across the United States and Africa. With a great reliance on its extensive international network, CIED operates as a facilitator and partner in a wide variety of training projects, publishes and disseminates scholarship and advances education through meaningful research, teaching, and service.

University of Ibadan (UI) is Nigeria's premier university located in Oyo State, Nigeria with a mission "to expand the frontiers of knowledge through provision of excellent conditions for learning and research."

University of Ibadan is committed to adapting to the emerging threats of university education, including the challenges of renewal and publicly engaged scholarship. Envisioned "to be a world-class institution for academic excellence geared towards meeting societal needs,"

UI explores best practices of collaborating with other universities and organizations around the world to improve overall scholarship for students and faculty as well as funding opportunities for the institution.

PARTIES HEREBY AGREE AS FOLLOWS:

1. BACKGROUND AND PURPOSE

CIED seeks to bring people and ideas together in a variety of events and platforms to promote and celebrate interdisciplinary study. Through educational delivery systems, CIED engages in many cross-sectoral projects across the United States and Africa. CIED's unique platform facilitates discussion around specific subject areas, with the goal of generating new knowledge and understanding, forging, and expanding new international, intercultural, interdisciplinary research networks, and partnerships for the benefit of students, faculty, and institutional collaborations around the world.

University of Ibadan has developed new ideas within the spectrum of the university's business schemes towards making the institution maintain its status as a Center of Excellence through the generation of globally competitive programs and services. The institution's leadership seeks to retain the university's unique position in cutting-edge research over the years, providing innovative initiatives to the public and private sectors of the economy.

The Parties wish to establish a framework of cooperation for accomplishing the foregoing:

1.2. OBJECTIVES OF THE MOU

The objectives of this Memorandum of Understanding are:

- a. To promote interaction between CIED and UI in mutually beneficial areas.
- b. To provide a formal basis for initiating interaction and collaboration between UI and CIED - affiliated Universities in the United States
- c. To organize series of Executive Leadership Forums

2.0. PROPOSED MODES OF COLLABORATION

Subject to the availability of funds and approval of the Vice-Chancellor of UI and the Director of CIED, in the interest of expanding and providing high quality education relevant to globalized work environments, both parties will develop a programme of activities which are mutually beneficial in the following areas:

- a. Sponsoring student exchange projects / fellowships in universities and colleges in the United States for specified periods of time.
- b. Sponsoring Research and Development (R&D) projects, which may be carried out wholly at UI or partly at UI and partly at CIED.
- c. Facilitate joint faculty research and publications.
- d. Any other appropriate mode of interaction agreed upon between CIED and UI.

UI and CIED shall jointly organize seminars, conferences, and workshops as well as conduct cutting edge research to further the mission of both institutions especially in the development of learning programs, curricula and other materials, and contribution to knowledge.

IMPLEMENTATION

Each of the above modes of interaction will be initiated by entering into a separate agreement between the two parties including the necessary budget for the programme as the need may arise.

The Parties will designate one officer each who will develop and co-ordinate specific programmes or activities between them in line with the terms of this Agreement.

3.1. CIED understands that the UI reserves the right to publish in peer-reviewed journals the results of any research or intellectual forum conducted by CIED. However, UI asserts that the CIED shall have opportunity to review any paper or presentation containing results of the research program of UI prior to publication, and CIED shall have the right to request a delay in publication for a period not to exceed ninety (90) days from the date of submission to CIED, for the filing of patent applications, provided that CIED makes a written request and justification for such delay within thirty (30) days from the date the proposed publication is submitted by certified mail or recognized overnight courier to CIED.

4.0. MEDIA

CIED and UI shall use reasonable efforts to ensure that:

4.1 Any news releases, print, television, Internet or audio interviews relating to, or referring to, or in connection with the MOU shall clearly be displayed and identified by both Parties.

4.2 Any releases to Media regarding this Memorandum and/or projects will be reviewed and approved by both Parties before distribution:

4.3 Any written product by personnel or representatives relating to, referring to or in connection with this Memorandum or the Project shall identify each other and shall be subject to the approval by both Parties.

4.4 Neither party shall use the name/brand of the other for fundraising except for mutual collaborative purposes.

5.0. OTHER MATTERS

5.1. This Memorandum of Understanding is governed by, and shall be construed in accordance with, the laws of the United States and Nigeria, without regard to the conflicts of laws principles thereof.

5.2. Any dispute arising out of or in connection with this Memorandum of Understanding, including any question regarding its existence, validity or termination, and any question whether the dispute is arbitrational or not, shall be referred to and finally resolved by arbitration under the arbitration rules of the United States and Nigeria.

5.3 No Party may assign any rights or obligations under this MOU or any part hereof to any person or entity without the prior written consent of the other Party.

5.4 Both Parties shall use all reasonable efforts to resolve amicably any dispute(s) that may arise concerning this MOU. If not, the dispute(s) shall be finally settled by arbitration in accordance with the arbitration rules of the United States and Nigeria.

5.6 Nothing in this MOU, express or implied, is intended to or shall confer upon any person other than the contracting parties hereto any right, benefit, or remedy of any nature whatsoever under or by reason of this MOU. The Contracts (Rights of Third Parties) Ordinance shall not apply to this MOU.

5.7 CIED will support fundraising and solicitation of grants. Revenue from fundraising activities and participants' fees will be shared as follows: UI 60%, CIED 40% after evaluation of cost of each forum. This sharing formula shall be reviewed as the collaboration progresses.

TERMINATION

This Agreement may be terminated by either Party subject to a ninety (90) days' written notice to the other Party, provided that such termination shall not affect the completion of any programme or activity underway at the time that the notice of termination is given.

6.0. NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries, and divisions, are free to pursue other agreements or collaborations of any kind.

7.0. TERMS AND TERMINATION

This MOU, unless extended by mutual written agreement of the parties, shall expire 3 years after the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to

unilaterally terminate this MOU upon 60 days prior written notice to the other party. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the participants under any Research Agreement.

FORCE MAJEURE

Neither Party shall be liable to the other for its failure to perform any of its obligations under this Agreement during any period in which such performance is delayed or rendered impracticable or impossible due to circumstances beyond its reasonable control, including without limitation to earthquakes, government regulations, fire, flood, labor facilities, interruption of supply of key materials, civil disorder, terrorism and acts of God, provided that the party experiencing the delay notifies the other within seven (7) days from the commencement of such act causing delay.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement the day and year written below.

Signed for and on behalf of the Consortium for International Education and Development, (CIED)
New York by

Name: Uchenna Ekwo, Ph.D.....

Title: Director.....

Date: 8/16/2023

Signature: 

Witness Signature: 

Witness Name: Robert Nernstein.....

Witness Address: 619 West 143 Street Suite 4 New York, NY 10031

Signed for and on behalf of the University of Ibadan by

Name:

Prof. K. O. Akpan

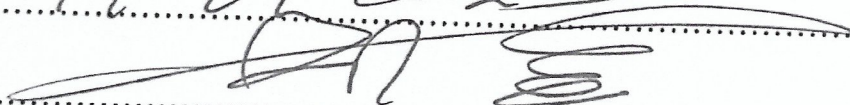
Title:

Vice-Chancellor

Date:

17-09-2023

Signature:



Witness Signature:



Witness Name:

Gannu O. Salini

Witness Address:

Registry, UI