

Memorandum of Understanding

Between

The Consortium for International Education & Development,
New York

&

University of Nigeria, Nsukka

June 2022



Introduction:

The Consortium for International Education and Development, New York —CIED is an independent, nonprofit organization. Through educational delivery systems, CIED 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 Nigeria, Nsukka is Nigeria's premier post-independence university located in Enugu, Enugu State of Nigeria with the mission "to restore the dignity of man." The University of Nigeria is committed towards adapting to the emerging threats of university education, including the challenges of renewal and publicly engaged scholarship. UNN 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.

THIS MEMORANDUM OF UNDERSTANDING (the "Memorandum of Understanding") originally entered as of 10-10-2022 by and between The Consortium for International Education and Development- (CIED), New York a non-profit organization organized under the laws of the State of New York and the University of Nigeria, Nsukka (UNN). CIED together with UNN form the ("Parties' ") to this agreement, which may be modified to match the evolving needs of our cooperation.

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.

UNN has developed new ideas within the spectrum of the University of Nigeria'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 premier 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 UNN in mutually beneficial areas.
- b. To provide a formal basis for initiating interaction and collaboration between UNN and CIED - affiliated Universities in the United States
- c. To organize series of Executive Leadership Forums

2.0. PROPOSED MODES OF COLLABORATION

CIED and UNN propose to collaborate through

- 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 UNN or partly at UNN and partly at CIED.
- c. Facilitate joint faculty research and publications.
- d. Any other appropriate mode of interaction agreed upon between CIED and UNN.

Each of the above modes of interaction will be initiated by entering into a separate agreement between the two parties.

3.0. UNN 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.

3.1. CIED understands that the UNN reserves the right to publish in peer-reviewed journals the results of any research or intellectual forum conducted by CIED. However, UNNCBD asserts that the CIED shall have opportunity to review any paper or presentation containing results of the research program of UNN 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 UNN 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: UNN 60%, CIED 40% after evaluation of cost of each forum. This sharing formula shall be reviewed as the collaboration progresses.

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.

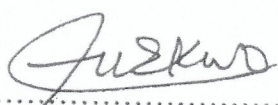
IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement the day and year written below.

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

Name: DR. UCHENNA EKWO

Title: DIRECTOR

Date: 10/10/2022

Signature: 

Witness Signature: Robert Bernstein

Witness Name: Robert Bernstein

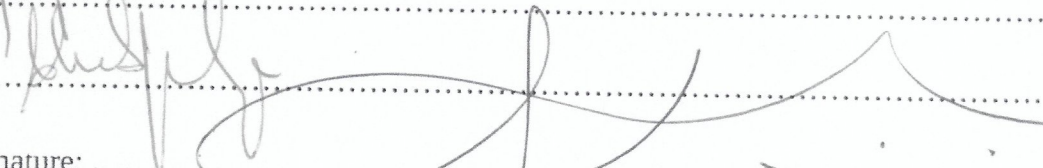
Witness Address: 619 West 143 St. New York, NY 10031

Signed for and on behalf of the University of Nigeria, Nsukka (UNN) by

Name: Prof Charles A. Igwe FAS

Title: Vice Chancellor

Date: 11/10/2022

Signature: 

Witness Signature:

Witness Name: Prof. Nanyelugo Okoro

Witness Address: UNCB, University of Nig., Nsukka
11/10/2022