

**MEMORANDUM OF UNDERSTANDING
BETWEEN
AKWA IBOM STATE UNIVERSITY, IKOT AKPADEN, AKWA IBOM STATE, NIGERIA
AND
UNIVERSITY OF LUCKNOW, UTTAR PRADESH 226007, INDIA**

This Memorandum of Understanding, made 29th day of July 2023

BETWEEN

AKWA IBOM STATE UNIVERSITY, IKOT AKPADEN, MKPAT ENIN L.G.A., AKWA IBOM STATE (hereinafter referred to as "AKSU") of the first part,

AND

UNIVERSITY OF LUCKNOW, UTTAR PRADESH 226 007, INDIA (hereinafter referred to as "ULU") of the second part, (collectively the "Parties" or "Institutions" and individually as the "party"), have developed this Memorandum of Understanding (MOU) to establish the following MOU:

Article I: OBJECTIVE OF THE MOU

The purpose of this MOU is to establish a mutually collaborative and beneficial education and research relationship in all fields and disciplines offered at the two institutions. Cooperation between the two universities will be undertaken from the perspective of promoting academic and cultural ties. This MOU establishes between the Parties a formal understanding of the scope of operations, and for the following activities.

Article II: SCOPE OF MOU

1. The two institutions shall encourage co-operation in any discipline which is studied in both institutions.
2. The two institutions shall seek to promote *inter alia* the following:
 - a. Exchange of information and academic materials that are of mutual interest.
 - b. Exchange between the two institutions relating to:
 - i. Academic faculties and administrative staff
 - ii. Research staff
 - iii. Visiting scholars
 - iv. Students
 - c. Provision of briefing/orientation service by each institution for visitors from the other institution
 - d. The exchange of AKSU members for teaching, research, or both; or the hosting of visiting AKSU from either party;
 - e. The organization of joint seminars, conferences and workshops;
 - f. The participation in joint distance learning as a tool for teaching courses;
 - g. The development of joint research and publications;
 - h. The participation in Study Abroad program by students enrolled in either Party;
 - i. Other forms of co-operation which the two institutions may jointly arrange

Details of any such activities will be subject to a subsequent detailed separate Agreement that will be mutually entered into and will be attached to this MOU as an annexure.

Article III: GENERAL PROGRAM REQUIREMENTS

Section 1.

In this MOU, unless the context implies otherwise:

- a. "Exchange" shall mean a one-for-one exchange of students, research staff and/or visiting scholar from each party.
- b. "Exchange Students" shall mean students participating in the exchange implemented herein.
- c. "Home Institution" shall mean the institution from which the student intends to graduate.
- d. "Host Institution" shall mean the institution that has agreed to receive the Exchange Student from the Home Institution.
- e. "Study Abroad Students" shall mean degree-seeking or non-degree seeking students participating in a two or three-year program at the Host Institution.
- f. "Visiting Students" shall mean degree-seeking students with comparable transferring credits participating in a one semester to two-year program at the Host institution.
- g. "Exchange AKSU" shall mean AKSU participating as students, educators or researchers in the exchange implemented herein

Section 2. Areas of Cooperation

The two institutions shall decide through consultation the specific areas and detail of co-operation within the framework of this MOU and shall consult from time to time at the request of either institution, for the purpose of reviewing the operation of this MOU.

Section 3. Finance

The financial arrangement involved in the implementation of this MOU shall be settled through consultation between the two institutions in respect of each program of co-operation for which separate agreement shall be signed after obtaining appropriate approval from relevant competent authorities of each party.

Section 4. Tuition and fees:

- a. Students attending either Institution as Exchange Students, Study Abroad Students or Visiting Students shall register and pay the normal tuition fees to their Home Institution when attending the Host Institution. Students attending either Institution as degree seeking students shall pay tuition as determined by the Host Institution.
- b. Exchange programs established under this MOU shall operate on a reciprocal, no-cost basis. Tuition normally charged to students by their Home Institution shall be paid by students directly to their Home Institution. The Parties shall ensure that no additional tuition costs are charged to or collected from Exchange Students. Fees for campus services may be charged to the Visiting Student.

Section 5. Student conduct and academic policy:

While at the Host Institution, Exchange Students are subject to the student conduct and academic policies of the Host Institution for matters specifically related to their program. All Exchange Students must adhere to all course load requirements for student visas under federal and state laws. Both Parties retain sole discretion to dismiss a student from the program at any time for failure to maintain appropriate standards of conduct according to the Host Institution's policies and standards. Students so dismissed will be deregistered from

all classes, all tuition and fees will be forfeited in accordance with the Host Institution's policy, and the student so dismissed will be expelled from student housing and escorted to the airport by a designated official. Neither Party is responsible for any fees due to the airline, which must be paid by the student or will be charged to the Home Institution if the student does not have the necessary funds. Notice of such dismissal shall be sent to the Dean of Students, or equivalent office, at the student's Home Institution.

Section 6. Exchange Students

The Parties will consult and establish the number of students to be exchanged as full-time, non-degree students under the provisions of this MOU as often as the need may arise.

Section 7. Admission and Academic Decisions

The Parties retain at all times the ultimate authority over all admission and subsequent academic decisions in respect of each exchange student. All Exchange students from both institutions will be beneficiaries of Agreement stating exemptions of tests and Third Parties transcripts evaluation.

Article IV: AMENDMENT

This Agreement may be amended by mutual consent of the parties in writing and supplemented by detailed subsequent agreement between the two institutions. Amendment and/or supplements will be appended as an annexure.

Article V: TERM AND TERMINATION

- a. This Memorandum shall be effective upon its mutual signing and remain in effect for a period of Five (5) Academic Sessions, and may be amended or extended or renewed on terms and conditions mutually agreed by the Parties for similar period.
- b. Either institution may terminate this MOU by giving six (6) months prior notice in writing to the other institution. The rights and liabilities of the parties with respect to any ongoing project / training / exchanges shall remain unaffected by the termination. The same shall be completed as if no such termination has taken place. For conditions not covered by this MOU, or for problems that arise during the course of this MOU, both parties undertake to refrain from unilateral action and to consult and negotiate mutually acceptable decisions.
- c. The institutions shall confer concerning the renewal of this memorandum of understanding six (6) months prior to the date of expiration.

Article VI: MISCELLANEOUS

Section 1. No Agency:

Nothing herein shall be construed to create an agency relationship between the Parties, or any employment relationships between the Parties for any AKSU or staff member provided under the exchange program. The Parties are independent contractors and no legal relationship is intended by this MOU.

Section 2. Compliance with laws:

The Parties will comply with all applicable laws and regulations in their respective countries in performing their obligations hereunder.

Section 3. Logo and Identifying Marks:

Neither the Home Institution nor the Host Institution shall use any identifying marks of the other without the expressed written permission of the other Party.

Section 5. Equal Opportunity:

Both Parties subscribe to a policy of equal opportunity and shall not discriminate on the basis of age, race, gender, religion, national origin, marital status, sexual orientation, veteran status or physical disability.

Section 6. Severability:

Where any section or provision of this MOU is held illegal, unenforceable or in conflict with any law by a court of competent jurisdiction, such section or provision shall be deemed severed and the validity of the remainder of this MOU shall not be affected thereby.

Section 7. Whole MOU and Amendments:

This MOU contains the entire MOU between the Parties and shall not be modified, amended or supplemented, or any rights herein waived, unless such amendment or modification to this MOU is (i) in writing; (ii) refers to this MOU; and (iii) executed by an authorized representative of each Party. This MOU supersedes any and all previous agreements, whether written or oral, between the Parties.

Section 9. Disciplinary Matters:

All disciplinary matters shall be treated by the respective institutions after a report would have been made by either Party on any student or staff who has committed a misconduct while on this exchange programme.

Section 10. Assignment:

The Parties shall not assign, or transfer their rights under this MOU or part or share their interest therein directly or indirectly or by Power of Attorney to any person(s) or group(s), whatsoever without the prior written consent of the other Party.

Section 11. Governing Law:

This MOU shall be governed and construed in accordance with the laws, rules and regulations for the time being in force in the participating institutions.

Section 12. Exclusivity:

The Parties have agreed that they shall not engage in any activity inconsistent with the basic purpose of this MOU. Also, that the representatives of the Parties are bound by this MOU.

Section 13. Executive Authority:

The Parties shall not have the authority to bind or make any commitment on behalf of the other Party without a written consent of the affected Party.

Section 14. Force Majeure:

Neither Party shall be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control, including but not limited to fire, strike, war, riots, acts of any civil or military authority, acts of God, judicial action, unavailability or shortages of labour, materials or equipment, impaction or enrollment

restrictions ordered by either Party, or failure or delay in delivery by suppliers or delays in transportation.

Section 15. Intellectual Property:

In the event that Parties collaborate in the development of intellectual property, including but not limited to, publications, licenses, patents, and inventions, the ownership rights to the intellectual property shall be defined in writing by a separate agreement to be executed by the Parties.

Section 16. Cooperative Research

- I. AKSU and ULU are encouraged to engage in joint research and demonstration projects of mutual interest.
- II. AKSU and ULU will enter into a separate written agreement to cover items such as equipment, experimental materials, travel, stipend, and any other relevant resources.

Section 17. Notices:

All notices under this MOU must be in writing and sent by prepaid airmail and electronic mail to the following:

(a) To the AKSU:
The Vice Chancellor
Akwa Ibom State University, Ikot Akpaden
Akwa Ibom State.

(b) To the ULU
The Vice Chancellor
University of Lucknow, Uttar Pradesh

Article VII: CONCLUSION

By signing below, each Party acknowledges its agreement with the terms and conditions of this MOU and each signatory represents and warrants that he/she is authorized to sign on behalf of and to bind his/her Party to all of the terms and conditions of this MOU. He or whoever is holding that office at any point in time shall be the authorized representative agent for the purpose.

The common seal of the within named **Akwa Ibom State University Ikot Akpaden, Mkpaf Enin L.G.A, Akwa Ibom State, Nigeria** was hereto affixed in the presence of:



Professor Nse U. Essien
VICE-CHANCELLOR



Dr. Ebi Eno Ibanga
REGISTRAR

The common seal of the within-named **University of Lucknow, Uttar Pradesh, India** was hereto affixed with the presence of:

Prof. Alok Kumar Rai
Vice Chancellor

REGISTRAR