

MEMORANDUM OF UNDERSTANDING

UNIVERSITY OF SOUTH AFRICA

Established in terms of the
Higher Education Act 101 of 1997, as amended
(Hereinafter referred to as UNISA of Muckleneuk, Tshwane, South
Africa)

Herein duly represented by Prof M Makhanya in his capacity as
Principal and Vice Chancellor

AND

AFE BABALOLA UNIVERSITY (ABUAD)

Established in terms of the
University (Miscellaneous Provisions) Act 9 of 1998 as amended
(Hereinafter referred to as Afe Babalola University of Ado Ekiti,
Nigeria)

Herein duly represented by Prof. M.O. Ajisafe in his capacity as
The Vice Chancellor and Chief Executive of the institution

[Handwritten signatures and initials]
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AFE BABALOLA UNIVERSITY and THE THABO MBEKI AFRICAN LEADERSHIP INSTITUTE (TMALI) which is part of the University of South Africa (UNISA), hereinafter referred to collectively as "the Parties", have agreed to sign this Cooperation Agreement ("Agreement") which represents a statement of intent by the Parties to work together, develop and implement projects.

Article I
Objectives

1. The objective of this Agreement is to build a collaborative relationship between the Parties with intent to partnering on research and publications.

Article II

2. The Parties agree as follows:
 - (a) To partner on research projects and publications which may also involve other like-minded institutions.
 - (b) To assign staff from one institution to the other in order to participate in any project or activity.
 - (c) To exchange students selected on agreed criteria up to four weeks in each institution annually.
 - (d) To hold Joint Conferences and Seminars, which Conference Papers may be turned into books that may form part of the yearly output of the parties.
 - (e) To engage in joint research and jointly apply for grants.
 - (f) To help in building capacity of graduate students aimed at solving societal problems.

Article III
Modalities for Cooperation

3. For each specific area or form of cooperation falling under this Agreement, there shall be Terms of Reference by which

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contractual agreements on technical and financial matters will be implemented. Such Terms of Reference will include a detailed work programme and a breakdown of costs, which will include modalities for mobilizing adequate resources.

4. The Parties will jointly develop and devise implementation strategies and specific guidelines for seeking resources to meet desired objectives.

5. The Parties will endeavour to secure adequate funding from various sources including international/ regional organizations, governmental agencies, corporations or private organizations and foundations to cover the costs of activities conducted pursuant to this Agriree.

6. Parties would make necessary financial contribution towards co-convening conferences and symposia as well as for co-publication purposes.

7. The Parties shall designate representatives that will serve as primary contacts for respective institutions. The primary contacts will manage all significant communications between the Parties.

Article IV

8. This Agreement may be modified by written consent of the Parties hereto. Unless otherwise agreed, amendments may apply to any activities, which have not yet been implemented.

Article V

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9. This Agreement shall come into force on 01 July 2016 and will remain in force for three (3) years, terminating on 30 June 2019, and can be renewed on or before the Agreement period ends.
10. Either Party may terminate the Agreement upon giving a three-month written notice to the other Party.
11. Without prejudice to the foregoing, steps shall be taken to ensure that termination of this Agreement shall not be prejudicial to any projects or activities undertaken within the framework of the Agreement.

Article VI

Limits to the Agreement

12. Nothing in this Agreement shall be construed as creating a joint venture or a Legal Partnership between the Parties.

Article VIII

Disputes

13. Any disputes between the Parties arising out of this Agreement shall be settled amicably through negotiation. If the dispute persists, any Party may submit such dispute to arbitration. The arbitration will be governed by an agreed upon third party. The arbitral awards shall be final and binding.

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto, have signed the present Agreement in the English Language, in duplicate on

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SIGNED at ...PRETORIA... on this17th... day of
...JUNE.....2016..
in the presence of the undersigned witnesses:

Witnesses:

1 [Signature]

2 [Signature]

(Signatures of witnesses)

[Signature]

Prof Mandla Makhanya ,
Principal and Vice
Chancellor
(On behalf of **UNISA**)

SIGNED at ADO-EKITI.. on this29th... day of
.....JUNE,2016.. in the presence of the undersigned witnesses:

Witnesses:

1 [Signature]

2 [Signature]

(Signatures of witnesses)

[Signature]

Prof. M.O. Ajisafe
Vice Chancellor and Chief
Executive
(On behalf of **Afe
Babalola University of
Ado Ekiti, Nigeria**)

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