



*Research to Nourish Africa*



**AFE BABALOLA**  
**UNIVERSITY**

Memorandum of Understanding

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between

International Institute of Tropical Agriculture (IITA)

and

Afe Babalola University (ABUAD)

## INTRODUCTION

WHEREAS, The International Institute of Tropical Agriculture (IITA, [www.iita.org](http://www.iita.org)) is an Africa-based international, not-for-profit, research-for-development organization, established in 1967, and governed by a board of trustees. Its vision is to be Africa's leading research organization in finding solutions for hunger and poverty. IITA has more than 100 international scientists based in various IITA stations across Africa. This network of scientists is dedicated to the development of technologies that reduce producer and consumer risk, increase local production, and generate wealth. IITA is supported primarily by the Consultative Group for International Agricultural Research. (CGIAR)

WHEREAS, Afe Babalola University, Ado- Ekiti (ABUAD, [www.abuad.edu.ng](http://www.abuad.edu.ng)) is a result-oriented institution for producing highly skilled and socially relevant graduates capable of applying scientific knowledge for the resolution of social and technological problems. The University is equally committed to transforming students into expert thinkers, innovative managers and resourceful technocrats in all fields of learning. The context of the university is morally and spiritually holding, with a stable academic calendar, a fully-stocked library, state-of-the-art laboratories and an excellent road network. The university's mandate is to pioneer total excellence along the parameters of teaching, research, performance, sports, community impact and scholarship. The vision of the University is to be a world class educational centre of excellence in academics, character, sports and vocational development. This vision is guided by the need to produce professionals who are sound and agile. Through its academic and professional programmes, graduates of the University will emerge as people with professional skills and become business owners thus assuring each of them a job after graduation.

WHEREAS, IITA and ABUAD [hereinafter referred to as the Parties] have a common interest in improving the nutrition and income of the rural and urban poor, and wish to establish a link to foster cooperation to complement each other's research efforts.

NOW, THEREFORE, IITA and ABUAD have decided to enter into this Memorandum of Understanding (hereinafter referred to as MoU), which defines the framework for the cooperation of the two organizations.

## ARTICLE ONE

### Objective

The objective of this MoU is to set forth the terms and conditions under which the Parties hereto will cooperate as referred to below.

## ARTICLE TWO

Both Parties Agree to encourage the existing collaboration concerning, but not limited to, the following activities, depending on the availability of funds:

- Collaboration in research and development on topics of mutual interest.
- Development of joint research and development project proposals for submission to prospective donors for funding.
- Organization of joint research activities.
- Organization of joint conferences and workshops.
- Linkages between IITA and ABUAD scientists
- Placement and/or exchange of students, subject to conditions of Article nine.
- Exchange of research materials, publications and other materials of common interest, subject to the conditions of Article seven.
- Inclusion of results of collaborative research, either in full or in summary, in ABUAD and IITA reports, in accordance with Article eight.
- ABUAD serving as a recipotory laboratory for experiments and trials of new technologies or species (SPAT).

The agreed (activities) are to be carried out after mutual consultation between the two parties.

#### ARTICLE THREE

##### Specific projects:

1. IITA and ABUAD shall jointly agree on collaborative research projects of mutual interest. The specific projects will fall within the terms of reference of this MoU, stating in each case precisely what is being proposed, how it shall be executed, responsibilities and obligations of each party, source of funding, duration and other pertinent matters. Each project proposal shall follow the internal approval policies of both institutes.
2. This MoU does not preclude project proposal development by either IITA or Organization alone; neither does it preclude inclusion of other interested parties as appropriate.

#### ARTICLE FOUR

Each Party agrees to nominate the following representatives as the primary point of contact for the accomplishment of the objectives of this agreement:

##### ABUAD:

Prof. Sidi Osho  
Vice Chancellor  
Afe Babalola University  
Ado-Ekiti  
Ekiti State  
Tel: +234803 568 4692  
Email: cidisosho@yahoo.com

##### IITA:

Ms Hilde Koper-Limbourg  
Head, Contracts and Grants  
Oyo Road  
Ibadan  
Nigeria  
Tel: +234 2 241 2771  
Email: h.koper@cgiar.org

#### ARTICLE FIVE

##### Independence of Parties

Neither Party shall be considered a joint venturer of the other, nor can either Party act as an agent for the other for any purposes whatsoever. No Party has the authority, either expressed or implied, to enter into any agreement, incur any obligations on behalf, or commit the other Party in any manner whatsoever, except as may be provided in this MoU and as may be agreed upon from time to time in writing.

#### ARTICLE SIX

##### Confidentiality

Any non-public information received or learned by either Party relating to the other Party's business and/or products shall be kept in confidence by the receiving or learning Party and shall neither be used by such receiving or learning Party nor disclosed to any other person for any purpose outside this MoU.

#### ARTICLE SEVEN

##### Intellectual Property

1. IITA and ABUAD recognize the importance of Intellectual Property as a component of the agricultural research agenda. Both parties jointly own all rights, title and interest in the data and works they create under this MoU. Both parties acknowledge that knowledge, data and know-how gained under the MoU will be made available to the national agricultural research systems, available for humanitarian purposes, and the benefits of any intellectual property created as part of the agreement will be made accessible to the public throughout the developing countries of the world ("Global Access").

2. The exchange of materials for research under this MoU will be carried out following the Material Transfer Agreements, if applicable.
3. All intellectual properties generated outside collaborative research belong solely to the party conducting such research.

#### ARTICLE EIGHT

##### Publications

Any publications from the collaboration (collaborative research) shall show, through joint authorship where appropriate, the contributions of those involved in the research from both parties. Each party can publish these findings independently with due recognition of the contributions of the other party. If publishing independently, the party doing so, should inform the other party of this in writing two months before publication. The manuscript review process prior to publication shall follow the internal policies of both institutes. The fund provider shall be appropriately acknowledged.

#### ARTICLE NINE

##### Student Exchange and Supervision

Student exchange and supervision shall fall under the conditions of this MoU. Each individual student placement in either institute shall be agreed in writing on a case by case basis, stating in each case precisely the ToRs for the student, responsibilities and obligations of each party, source of funding, duration and other pertinent matters. Thesis supervision conditions, if applicable, will be part of the written agreement.

#### ARTICLE TEN

##### Indemnification and Liabilities

Subject to other provisions in this MoU, each Party shall indemnify and hold harmless the other Party's employees, representatives, and executive officers, from and against any liability, damages, costs or expenses, or any claim, action, suit or other proceeding arising out of the execution or implementation of this Agreement, except to the extent that

- such liability, damages, claim, action, suit or other proceeding is caused willfully by the Party being held liable, or
- such liability, damages, costs or expenses, claim, action, suit or other proceeding is caused by or results from negligence on the part of such a Party.

#### ARTICLE ELEVEN

##### Notices

All notices, requests or demands under this MoU shall be in writing in English and shall be given by delivery to the premises of the Parties or by registered mail, telex, facsimile, or electronic mail. All notices shall be effective when received by the receiving Party.

#### ARTICLE TWELVE

##### Disputes and Disclaimer

1. Any disputes or differences of any kind arising between the parties in connection with the interpretation of this MoU shall be settled amicably upon consultation between all parties in accordance with tenor and intent of this MoU.
2. Any disagreement between ABUAD and IITA relating to the interpretation or implementation of the MoU, which cannot be resolved by mutual agreement between the parties, may be submitted

by either party, on giving thirty [30] days notice to other party, to a Board of Arbitration. Such Board shall comprise three members; one of whom shall be appointed by ABUAD, the second by IITA and the third by both those members together. The decision of such a Board shall be final and binding upon the two parties. The expenses of such a Board shall be borne by both parties to this MoU.

#### ARTICLE THIRTEEN

##### Force Majeure

1. If either party is temporarily unable by reasons of force majeure to meet any of its obligations under this MoU, and if such party gives the other party written notice of the event within thirty (30) days after its occurrence, such obligations of the party as it is unable to perform by reason of the event shall be suspended for as long as the inability continues.
2. Neither party shall be liable to the other party arising from any event referred to below or delays arising from such event.
3. The term "force majeure" as used herein shall mean Acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, wars, blockades, insurrection, riots, epidemics, lightning, floods, washouts, civil disturbances, explosions and other similar events not within the control of either party and which, by the exercise of due diligence, neither party is able to overcome.

#### ARTICLE FOURTEEN

##### Effective Date and Duration of the MoU

This MoU shall be effective upon signature by the two parties and shall remain in force for a period of 5 years. Thereafter it shall be automatically renewed from year to year unless it is terminated (article thirteen).

#### ARTICLE FIFTEEN

##### Amendment and Termination of MoU

1. The terms of this MoU can be amended, with the approval of both parties, by means of exchange of letters through the authorized officials at each institution. Either party may initiate the exchange of letters.
2. This MoU may be terminated by either party by giving thirty (30) days prior written notice of intent to terminate the understanding.

IN WITNESS THEREOF, in the interest of implementing a program of technical cooperation of mutual benefit to the contracting parties, this MoU is signed by the respective officers on the day, month and year indicated below:

THE COMMON SEAL of the within named AFE BABALOLA UNIVERSITY was hereunto affixed in the presence of

[Signature]  
AARE AFE BABALOLA (SAN)  
Founder/President  
AFE BABALOLA UNIVERSITY

[Signature]  
Prof. SIDI OSHO  
Vice Chancellor

[Signature]  
Prof. A. S. Fashina  
Provost, College of Agriculture

IN THE PRESENCE OF

Name: Lady Christie Oluwalade  
Address: Afe Babalola University Ado - Ekiti  
Occupation: Registrar  
Signature & Date: [Signature] 22/08/12

THE COMMON SEAL of the within named

INTERNATIONAL INSTITUTE  
OF TROPICAL AGRICULTURE

[Signature]

Hilde Koper-Limbourg  
Head, Contracts and Grants

29th August 2012  
Date

AFE BABALOLA UNIVERSITY,  
ADO-EKITI

[Signature]  
Prof. Sidi Osho  
Vice Chancellor

29th Aug 2012  
Date

IN THE PRESENCE OF

[Signature]  
IITA

[Signature]  
Date

[Signature]  
E. SMARANDA OLARINDE  
AG. PROVOST COLLEGE OF LAW  
ABUAD

23.08.2012  
Date



**ACORDO DE COOPERAÇÃO INTERNACIONAL ENTRE A UNIVERSIDADE FEDERAL DE SANTA MARIA, BRASIL E AFE BABALOLA UNIVERSITY, ADO-EKITI, NIGERIA.**

CONSIDERANDO o profundo interesse de que se reveste o estreitamento das relações técnico-científicas e culturais entre o Brasil e a Nigéria

CONSIDERANDO o interesse comum de promover e estimular o ensino e os avanços científico-pedagógicos dos dois países.

CONSIDERANDO a necessidade de melhorar qualificar os recursos humanos em nível de terceiro grau, com o fim de aprimorar a produtividade do ensino pela oferta de oportunidades de aperfeiçoamento de pessoal.

CONSIDERANDO o desejo de incrementar o intercâmbio e a cooperação técnica-científica com o objetivo de fortalecer a pesquisa científica institucional e os programas de desenvolvimento entre os dois países.

CONSIDERANDO que a qualidade e a vitalidade do ensino superior dependem de futura cooperação técnico-científica e cultural entre países e que vantagens recíprocas podem vir a uma cooperação mais estreita e a objetivos comuns.

a UNIVERSIDADE FEDERAL DE SANTA MARIA (doravante designada UFSM) Estado do Rio Grande do Sul, Brasil, representada pelo seu Magnífico Reitor Paulo Afonso Burmann e a AFE BABALOLA UNIVERSITY com sede em ADO-EKITI, Estado de EKITI, Nigéria, aqui representada pelo seu Vice-Reitor Michael Oluwafemi Ajisafe por meio desse ACORDO DE COOPERAÇÃO INTERNACIONAL, desejam colaborar em atividades consoante as seguintes cláusulas e condições

I - Ambas as instituições firmatárias procurarão estimular e implementar programas de cooperação técnico-científica e cultural em conformidade com a legislação vigente em seus respectivos países e com as Normas de Direito Internacional.

II - A cooperação incluirá a transferência de conhecimentos e experiências e/ou qualquer outra atividade de interesse comum relacionada a ensino, pesquisa, administração



**INTERNATIONAL COOPERATION AGREEMENT BY AND BETWEEN THE FEDERAL UNIVERSITY OF SANTA MARIA, BRAZIL AND THE AFE BABALOLA UNIVERSITY, ADO-EKITI, NIGERIA.**

CONSIDERING the profound interest in which is vested the strengthening of technical-scientific and cultural relations between Brazil and Nigeria

CONSIDERING the common interest to promote and stimulate teaching and scientific development in our two countries.

CONSIDERING the need to better qualify human resources in higher education with the goal of improving education performance by offering opportunities to improve human resource skills and capacities.

CONSIDERING the desire for greater exchange and technical-scientific cooperation in the interest of strengthening institutional research and development programs between our two countries.

CONSIDERING that the health and vitality of higher education is contingent upon future technical-scientific and cultural cooperation between countries and that reciprocal advantages may lead to closer ties and common goals.

the UNIVERSIDADE FEDERAL DE SANTA MARIA (UFSM) State of Rio Grande do Sul, Brazil, represented by the Rector Paulo Afonso Burmann and the AFE BABALOLA UNIVERSITY located in ADO-EKITI, EKITI STATE, NIGERIA, represented by the Vice-Chancellor Michael Oluwafemi Ajisafe by means of this present AGREEMENT OF INTERNATIONAL COOPERATION, desire to collaborate on activities as follows:

I - Both signing institutions will seek to stimulate and carry out programs of technical-scientific and cultural cooperation according to current legislation in each country and according to International Law and Rights.

II - Cooperation will include the transfer of knowledge and experiences and/or any other activity of common interest related to teaching, research, higher education administration and the qualification of human resources including the exchange of faculty, students and staff.





universitária e capacitação de recursos humanos incluindo o intercâmbio de docentes, alunos e técnico-administrativos

III - Cada atividade a ser desenvolvida como parte deste Acordo deve ser proposta em um projeto que especifique os objetivos, um planejamento, um cronograma, os recursos humanos e materiais necessários

IV - Cada instituição indicará um coordenador responsável por gerar convênios, estabelecer prioridades e administrar o programa. Cada coordenador pode designar sub-coordenadores específicos para cada atividade do programa quando julgar necessário

V - A cooperação empreendida em decorrência do presente Acordo será baseada na participação conjunta das duas instituições e com base na reciprocidade e na equivalência de ações, com o propósito de acelerar e assegurar a expansão qualitativa e quantitativa do ensino superior. As ações poderão incluir:

a) Intercâmbio de Professores - com a apresentação por escrito de credenciais, atividades propostas e uma carta convite.

b) Intercâmbio de Alunos - com a apresentação por escrito de credenciais, formulários adequadamente preenchidos e uma carta de aceitação da instituição de destino.

c) Intercâmbio de Pessoal Técnico-administrativo - com a apresentação por escrito de credenciais, atividades propostas e uma carta convite.

d) Pesquisa Conjunta - com base em propostas específicas, qualificação dos docentes participantes, aprovação das duas instituições e apoio de outras fontes financiadoras.

e) Uso de Instalações - uso de laboratórios, equipamentos e acervo bibliográfico envolvendo programas estabelecidos em função de interesses comuns.

f) Outras Ações em Cooperação - ações não expressas aqui, entretanto consideradas relevantes no futuro por ambas as instituições envolvidas.

g) Programas detalhados para a realização dessas atividades serão negociados e firmados em documentos adicionais.

III - Each activity to be developed under the provision of this Agreement should be proposed in a project which should specify the objectives, a work-plan, a time-frame, human resources involved and material resources necessary.

IV - Each institution will appoint a coordinator responsible for generating bindings, establishing priorities and managing the program. Each coordinator may designate specific sub-coordinators for each activity of the program when deemed necessary.

V - The cooperation undertaken pursuant to this Agreement will be based upon the joint participation of between the two institutions and on a basis of mutuality and equivalence. It will seek to expedite and secure qualitative and quantitative improvements in higher education performance. Activities may include:

a) Exchange of Faculty members - with the submission of written credentials, proposed activities and an invitation letter.

b) Exchange of Students - with the submission of written credentials, properly completed application forms and written acceptance of the host institution.

c) Exchange of Technical Staff - with the submission of written credentials, proposed activities and an invitation letter.

d) Joint Research - based upon specific proposals, qualification of proposed participating faculty members, joint approval from the institutions and outside funding.

e) Facilities Usage - the use of laboratories, equipment and libraries involving established programs of mutual interest.

f) Other Cooperation Actions - actions not herein expressed, however, considered relevant, at some future moment, by both institutions herein involved.

g) Detailed programs for the realization of these activities will be negotiated and recorded in additional documents according to this







consoante com este Acordo

VI - As cláusulas acima referidas permitem a participação de outras instituições universitárias e não universitárias desde que essas assinem um convenio em conformidade com os objetivos deste Acordo e que tenham a permissão escrita das duas instituições firmatárias do presente documento.

VII - Durante a participação em atividades conformes a esse Acordo os participantes de ambas as instituições firmatárias estão sujeitos as regras legais de suas instituições de origem.

VIII - Ambas as instituições concordam que a intensidade e o tipo de cooperação prática está restrita pelos recursos financeiros de cada instituição. Nesse sentido o planejamento programático será adotado em função dessas restrições.

IX - Cada instituição responsabilizar-se-á pelos custos para a participação de seus respectivos membros como por exemplo custos com viagem e acomodação.

Servidores e estudantes envolvidos no acordo aqui referido poderão participar nos programas de intercâmbio e pagarão taxas acadêmicas caso existam na instituição de origem apenas para a sua instituição. Despesas com viagem, acomodação e outros ficarão a cargo do estudante/servidor. A existência do presente acordo não acarretará para as instituições envolvidas qualquer obrigação relativa ao financiamento do aluno/servidor o que não impede de havendo interesse/possibilidade a instituição o expresse por meio de documento formal.

X - A responsabilidade pela participação nas atividades do convenio fica restrita ao participante em caso de verificação de sua negligencia.

XI - Membros técnico-administrativos e estudantes participantes de programas de intercâmbio devem providenciar seguro de viagem contra doença e acidentes que venham a ocorrer durante a visita ao país anfitrião.

XII - Todas as apresentações e publicações formais resultantes de colaboração entre as duas instituições sob os termos e as condições deste Acordo devem dar reconhecimento a este convenio.

XIII - Para fins de correspondências/contato a



agreement

VI - The above referred clauses allow the participation of Third Party institutions given that said Third Party institution signs an agreement with the objectives of this agreement and that both signees to this document agree in prior written form.

VII - During the participation in activities according to this agreement, the participants from both parties are subjected to the legal rules of their home institution.

VIII - Both parts agree that the intensity and the way of practical cooperation is restricted by the financial resources of each institution. In that sense current program planning will be adopted taking into account these restrictions.

IX - Each institution will bear responsibility for the participant costs for the participation in its own members for example traveling costs and costs for the accommodation.

Servants and students involved in this agreement can participate in the exchange programs and will pay academic fees only to their home institution if required. Travel, housing and other expenses must be paid by the student/servant. The existence of the present agreement will not cause for the involved institution any obligation related to the financing of the student/servant. If the institution shows any interest in doing so it must express this through a formal document.

X - The liability for participating in common program activities according to this agreement is restricted to the participant if due to culpable negligence.

XI - Members of the staff and students participating in exchange programs have to provide for themselves insurance against illness and accidents that might occur during their visit to the host-country.

XII - All formal presentation and publications resulting from the collaboration between the two institutions under the terms and conditions of this agreement must give recognition to this agreement therein.

XIII - For correspondence/contact purposes





Afe Babalola University  
Ado-Ekiti - ABUAD

respeito deste acordo devem-se utilizar os seguintes endereços de cada instituição:

concerning this agreement the following addresses should be used for each institution:

**Universidade Federal de Santa Maria/UFSM**  
Cidade Universitária Prof. Manoel de Roraima  
Fino  
Câmpus Av. Roraima nº 1000  
Reitoria Gabinete do Reitor - 5º Andar  
CEP: 97105-900 Santa Maria, Rio Grande do Sul, BRASIL  
E-mail: [gabineteretor@ufsm.br](mailto:gabineteretor@ufsm.br)  
Telefone: +55 (55) 3220-810\*

**Universidade Federal de Santa Maria/UFSM**  
Cidade Universitária Prof. Manoel de Roraima  
Fino  
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E-mail: [gabineteretor@ufsm.br](mailto:gabineteretor@ufsm.br)  
Telefone: +55 (55) 3220-810\*

**Afe Babalola University**  
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Ado-Ekiti Estado de Ekiti, Nigeria P.M.B. 5454  
Ado-Ekiti  
E-mail: [vc@abuad.edu.ng](mailto:vc@abuad.edu.ng)  
Telephone: +2348024213030

**Afe Babalola University**  
Ado-Ekiti (ABUAD) KM 8.5 Afe Babalola Way  
Ado-Ekiti, Ekiti State, Nigeria P.M.B. 5454  
Ado-Ekiti  
E-mail: [vc@abuad.edu.ng](mailto:vc@abuad.edu.ng)  
Telephone: +2348024213030

XIV - O presente Acordo vigorará pelo prazo de cinco anos a partir da data de assinatura. O participante que desejar desinteressar-se deverá comunicar ao outro a sua intenção de rescindi-lo com a antecedência mínima de noventa dias, ficando ressalvadas as atividades em andamento até a data de sua conclusão.

XIV - The present agreement will have the validity of 5 years from its signing. Any participant institution that wants to cancel the agreement will have to communicate its decision to the other part at least ninety days in advance. All the ongoing activities at that time will be continued until the date of its conclusion.

XV - O extrato do presente convenio será publicado pela UFSM no seu Boletim de Convênios, sendo a publicação condição indispensável à sua eficácia.

XV - The extract of the present agreement will be published by UFSM in their Agreements Bulletin; this publication is an indispensable condition to your effectiveness.

E por estarem assim justos e acordados, assinam o presente Acordo, em duas (02) vias de igual teor e forma, na presença das testemunhas que também o subscrevem para que surta desde logo os efeitos nele contidos.

In witness to whereof the parties hereto have executed two (02) copies of this instrument, in the presence of two witnesses whose signature also appears below.





Data 01/06/2015

Prof. Paulo Afonso Burmann  
Reitor da UNIVERSIDADE FEDERAL DE  
SANTA MARIA, BRASIL.

Testemunha

Testemunha



AFE  
BABALOLA  
UNIVERSITY  
ADO-EKITI, NIGERIA

Date 01/06/2015

Prof. Michael O. Adem Ajsate  
Ag. Vice-Chancellor AFE BABALOLA  
UNIVERSITY ADO-EKITI, NIGERIA

Witness

Aare Afe Babalola, Founder and President Afe  
Babalola University, ADO-EKITI, EKITI STATE,  
NIGERIA

Witness

Prof. Dr. Abiodun Ayodele Ojo, Ag. Provost, College  
of Sciences, Afe Babalola University, ADO-EKITI,  
EKITI STATE, NIGERIA