



FEDERAL REPUBLIC OF NIGERIA

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE FEDERAL GOVERNMENT OF NIGERIA

AND

THE AFE BABALOLA UNIVERSITY, ADO-EKITI

ON

**THE USE OF THE FEDERAL TEACHING HOSPITAL IDO-EKITI FOR
THE TRAINING OF MEDICAL AND PARAMEDICAL STUDENTS OF
THE COLLEGE OF MEDICAL SCIENCES OF THE AFE BABALOLA
UNIVERSITY, ADO-EKITI**

This Memorandum of Understanding made this 15th day of November 2014.

BETWEEN

The Federal Ministry of Health of the Federal Secretariat Complex, Phase III, Shehu Shagari Way, Abuja for and on behalf of the Federal Government of Nigeria (hereinafter referred to as FMOH) which expression shall where the context so admits includes its successors in title, representatives and assigns of the ONE PART.

AND

The Afe Babalola University, Ado-Ekiti (hereinafter referred to as ABUAD) which expression shall where the context so admits includes its successors in title, representatives and assigns of the OTHER PART.

WHEREAS;

1. The Federal Medical Centre (FMC), Ido-Ekiti was established as a General Hospital in 1964 by the then government of the Western Region of Nigeria.
2. The Federal Government through the FMOH took over the hospital in 1998 and it was re-designated as Federal Medical Centre, Ido-Ekiti.
3. The Afe Babalola University, Ado-Ekiti is a Private University licenced by the Federal Government of Nigeria and commenced academic activities on 4th January, 2010.
4. The Afe Babalola University Ado-Ekiti is desirous of and has applied to His Excellency, the President of the Federal Republic of Nigeria, through the Honourable Minister of Health, to use the FMC, Ido-Ekiti as a Teaching Hospital for the training of medical and paramedical students of the College of Medical Sciences of the University.

5. Approval has been given by His Excellency, the President of the Federal Republic of Nigeria, Dr. GoodluckEbele Jonathan GCFR, on the 9th day of October, 2014, for the upgrading of the Federal Medical Centre, Ido-Ekiti to a teaching hospital, for the training of medical and paramedical students of the College of Medical Sciences of the Afe Babalola University Ado-Ekiti.
6. The Federal Medical Centre, Ido-Ekiti herein after referred to as the Federal Teaching Hospital, Ido-Ekiti is located at No. 1, FMC Road, Ido-Ekiti, Ido LGA, Ekiti State and occupies a land area of 29.802 Hectares.
7. The Afe Babalola University, Ado-Ekiti has established a clinical complex within the premises of the Teaching Hospital in compliance with the requirements of the National Universities Commission (NUC) and the Medical and Dental Council of Nigeria (MDCN) which regulate medical education in Nigeria. The details of the clinical complex are described more in article 6 of this Memorandum of Understanding (MOU).
8. The NUC approved the establishment of the College of Medical Sciences of the Afe Babalola University, Ado-Ekiti for the training of medical and paramedical students vide letter dated 11th June, 2010.

NOW THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:

ARTICLE 1

OBJECTIVE OF MEMORANDUM OF UNDERSTANDING

- 1.1 The objective of this Memorandum of Understanding is to state the terms and conditions under which the College of Medical Sciences of the Afe Babalola University, Ado-Ekiti will use the Federal Teaching Hospital, Ido-Ekiti as a Teaching Hospital for the training of its medical and paramedical students.

- 1.2 The Federal Government shall permit the use of the facilities of the Teaching Hospital for the training of the medical and paramedical students of the Afe Babalola University, Ado-Ekiti.

ARTICLE 2

UPGRADING OF THE FMC TO FEDERAL TEACHING HOSPITAL

2.1 The Afe Babalola University, Ado-Ekiti shall be responsible for the upgrading of the Federal Medical Centre, Ido-Ekiti so as to make it function as a Teaching Hospital under the control of the Federal Government.

2.2 The Teaching Hospital shall be referred to as the '**Federal Teaching Hospital, Ido-Ekiti**'.

ARTICLE 3

ADMINISTRATION

3.1 The Chief Executive Officer of the Federal Teaching Hospital, Ido-Ekiti is responsible for its day to day administration and shall be the Chief Medical Director who shall be appointed by the President of the Federal Republic of Nigeria on the recommendation of the Honourable Minister of Health.

3.2 The Chief Medical Director, who is charged with the responsibilities for the execution of the policies and matters affecting the day to day management of the affairs of the hospital, shall be assisted by the Chairman, Medical Advisory Committee (CMAC), the Director of Administration, in addition to other relevant staff whose duties shall be stipulated under the relevant laws.

3.3 The policies of the hospital shall be defined by the Governing Board, which shall be guided in its duties by the law in force governing the establishment of Teaching Hospitals.

ARTICLE 4

STAFFING

4.1 The Federal Teaching Hospital, Ido-Ekiti shall have at least the minimum standard complement of staff as specified by the Medical and Dental Council of Nigerian (MDCN), comprising those appointed by the Teaching Hospital and ABUAD respectively. The two employing bodies (of the Teaching Hospital and ABUAD) will hold consultations on quarterly basis on relevant issues prior to Board Meetings.

4.2 To facilitate the objective stated in 4.1 above, the Teaching Hospital shall provide the list of qualified staff in various categories for the training of ABUAD students at the Teaching Hospital.

4.3 Afe Babalola Unuversity, Ado-Ekiti shall determine the number of staff qualified for each of these categories in accordance with its employment and remuneration standards for its staff.

4.4 Afe Babalola University Ado-Ekiti shall provide for the remuneration of the Teaching Hospital staff involved in the training of its students in accordance with the following categories:

- (a) Academic Staff - Full Time
- (b) Academic Staff - Part Time
- © Non-Academic Staff - Full Time
- (d) Non-Academic Staff - Part Time

4.5 The remuneration of each of these staff shall further be subject to their levels of placement to be determined from their academic qualifications and work experience, minimum of which shall be what obtains in other cognate institutions in the Federation.

4.6 The approved number of staff who will be training the students as Academic Staff shall be entitled to career progression up to the level of professor, as is obtainable in other cognate institutions in the Federation.

4.7 Additional staff to complement the existing staff in the Teaching Hospital may be engaged for the purpose of teaching or other services by ABUAD after consultation with the Teaching Hospital.

4.8 The recruited staff shall remain the employees of ABUAD who shall be responsible for their salaries and other welfare packages and fringe benefits.

4.9 The management of the Teaching Hospital shall have the power to discipline any erring member of staff of the Hospital irrespective of whether or not such erring staff is an employee of the Teaching Hospital or ABUAD.

ARTICLE 5 **FINANCE**

5.1 Funding for the Federal Teaching Hospital, Ido-Ekiti shall be provided by the Federal Government in its annual budget by the Federal Ministry of Finance (budget office) through the Federal Ministry of Health.

5.2 Additional funds shall be provided by the Afe Babalola University, Ado-Ekiti.

ARTICLE 6 **PHYSICAL STRUCTURE AND INFRASTRUCTURE**

6.1 The Afe Babalola University, Ado-Ekiti shall provide a clinical complex within the Federal Teaching Hospital, comprising the structures listed hereunder;

6.1.1 **Office Accommodation:** The Afe Babalola University, Ado-Ekiti shall provide a College Administrative building within one year for its staff.

6.1.2 **Student Accommodation:** The Afe Babalola University, Ado-Ekiti shall provide suitable accommodation in the hospital for the students during their clinical training period.

6.1.3 **Library:** The Afe Babalola University, Ado-Ekiti shall provide a well-stocked and equipped college library in the Hospital site within the next one year for the use of staff and students. It shall be a branch of the University Library.

6.1.4 **Teaching Facilities:** The Afe Babalola University, Ado-Ekiti shall provide lecture theatre(s), Teaching laboratories, and all necessary equipment and facilities for training and research services in line with the Medical and Dental Council of Nigeria minimum requirements.

6.1.5 The Afe Babalola University, Ado-Ekiti shall assist the Federal Teaching Hospital, Ido-Ekiti by improving the existing infrastructure such as roads, drainages, erosion control, water, power supply, and any other infrastructure for the upgrading process.

ARTICLE 7 **DISPUTE**

7.1 Any dispute, controversy or claim arising out of or relating to this Memorandum of Understanding shall be settled amicably by the parties. However, if for whatever reason(s), the matter could not be settled, it shall be referred to Arbitration under the Arbitration and Conciliation Act, CAP A 18 Laws of the Federation of Nigeria, 2004.

ARTICLE 8 **ASSIGNMENT**

8.1 None of the parties to this Memorandum of Understanding shall assign its interests or rights and/or obligations to any third party without prior written consent of the other party.

ARTICLE 9 **EFFECTIVE DATE**

9.1 This Memorandum of Understanding shall become effective from the date the parties sign this Memorandum of Understanding.

ARTICLE 10
FORCE MAJEURE

10.1 Should parties to this Memorandum of Understanding fail to comply with any of the provisions herein by reason of Force Majeure, such failure shall not be regarded as breach of such provisions.

10.2 For the purpose of this Memorandum of Understanding, Force Majeure shall be construed as events beyond the control of the parties to this Memorandum of Understanding including but not limited to acts of God, flood, fire, industrial unrest, strikes, acts of war or sabotage, insurrection, riot or civil disorder, Government policy or any order, decree, law or regulations of this Memorandum of Understanding.

10.3 The party claiming Force Majeure shall promptly inform the other party within fourteen (14) days of such Force Majeure.

10.4 In the event of the occurrence of Force Majeure as herein defined, the party's performance of this Memorandum of Understanding shall be suspended until the removal of such Force Majeure and the time for performance extended for the corresponding period.

10.5 If however, such Force Majeure shall persist for a period exceeding three (3) weeks, the parties shall consult with each other regarding the appropriate steps to be taken to achieve the purpose of the Memorandum of Understanding.

ARTICLE 11
AMENDMENT

11.1 Any amendment to this Memorandum of Understanding shall be in writing and shall be mutually agreed upon by the parties.

ARTICLE 12
APPLICABLE LAW

12.1 The MOU shall be governed and construed in accordance with the laws for the time being in force in the Federal Republic of Nigeria.

ARTICLE 13

DURATION OF THE MEMORANDUM OF UNDERSTANDING

13.1 This Memorandum of Understanding shall be in force for a period not exceeding **TEN (10)** years during which time the University is expected to have established its own teaching hospital. This is in compliance with the position paper of the NUC which stipulates that the use of Government owned health facilities by Private Universities for the purpose of training health personnel shall be an interim measure.

ARTICLE 14

TERMINATION

14.1 Any party may terminate this Memorandum of Understanding after giving at least six (6) months' notice to the other party of its intention to do so.

14.2 The terms of separation shall be jointly agreed on by the parties.

ARTICLE 15

NOTICE

15.1 Any notice under this Memorandum of understanding shall be in writing and shall be deemed sufficiently given when delivered to the other party at its address set forth below:

(a) The Honourable Minister of Health,
Federal Ministry of Health,
Federal Secretariat Complex,
Phase III, Ahmadu Bello Way, Abuja.

(b) The Proprietor/Chancellor,
Afe Babalola University, Ado-Ekiti,
Ekiti State.

**IN WITNESS THEREOF THE PARTIES HERETO HAVE
HEREUNDER SET THEIR RESPECTIVE HANDS AND SEALS THE
DAY AND YEAR FIRST ABOVE WRITTEN.**

Dr. Khaliru Al-Hassan
Honourable Minister of State/
Supervising Minister of Health
(For and on behalf of the
Federal Government of Nigeria)



In the Presence of:

Name: Abdulsalam Ismail Tayo
Address: Federal Ministry of Health, Abuja
Occupation: Civil Servant
Signature: [Handwritten Signature]

Aare Afe Babalola
OFR, CON, SAN, LL.D, D. Litt
Founder/President, ABUAD

A handwritten signature in cursive script, which appears to be 'Aare Afe Babalola', written over a dashed line.

In the Presence of:

Name: Prof. M.O. Ajisafe
Address: ABUAD
Occupation: As. VC
Signature: [Handwritten Signature]