



MEMORANDUM OF UNDERSTANDING

BETWEEN

**DELSU BIOMEDICAL RESEARCH ALLIANCE WORKING GROUP, DELTA
STATE UNIVERSITY, ABRKA**

AND

**CENTRE OF EXCELLENCE IN REPRODUCTIVE HEALTH INNOVATION,
UNIVERSITY OF BENIN**



This **MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as **MOU**) is by and between the **DELTA STATE UNIVERSITY, ABRKA** (hereinafter referred to as "**DELSU**"), through the **DELSU BIOMEDICAL RESEARCH ALLIANCE WORKING GROUP**, (hereinafter referred to as "**DEL-BRAWG**") having its address at P.M.B 1 Abraka, Delta state which expression shall where the context so admits include its legal representatives, successors in title and assigns, of the one part,

AND

UNIVERSITY OF BENIN (hereinafter referred to as "**UNIBEN**"), through the Africa Centre of Excellence in Reproductive Health Innovation (hereinafter referred to as "**CERHI**") having its address at P. O. Box 1154, Ugbowo Campus, Benin City, Edo state, Nigeria which expression shall where the context so admits include its legal representatives, successors in title and assigns, of the other part.

DELSU and UNIBEN are hereinafter referred to individually as **Party** and collectively as **Parties**.

PREAMBLE

DELSU

The **Delta State University, Abraka** - popularly known as **DELSU**, established on 30 April 1992 - is a State government owned university in Nigeria with the main campus located at Abraka, Delta State and two campuses at Asaba and Oleh. Each of the campuses are within a distance of about 200 km apart. The Oleh campus was established with the 1995 Amended Edict. Currently, with a student population of about 36,000, the University offers a range of programmes from the full-time certificate, diploma and degree programmes to part-time evening and weekend degree programmes across the 13 faculties of the University. The University offers postgraduate studies up to a doctoral level. A staff/student counselling centre, an e-learning centre, student accommodation and sporting facilities amongst others are available support services. It is one of over forty-eight state-owned universities which are overseen and accredited by the National Universities Commission.

DEL-BRAWG is a group devoted to biomedical science related researches, including programming in public health related issues, as well as documentation and publications.

UNIBEN

UNIVERSITY OF BENIN (UNIBEN) is one of the first 5 federally funded Universities out of 145 Universities in Nigeria. Founded in 1972, it has a current students' enrolment of 50,000. It has 94 courses in 15 Faculties. Thirteen (13) of these Faculties currently run postgraduate programmes in the various Departments. Three of the four Institutes, the Institute of.

a) Education



- b) Child Health, and
- c) Public Administration and Extension Services also run the postgraduate programmes.

The University now has two Centres of Excellence (CoE): the Centre of Excellence in Geosciences (CoE Geosciences) and the Centre of Excellence in Reproductive Health Innovation (CERHI). These two Centres run, exclusively, postgraduate programmes. An affiliated Institute, the National Institute for Legislative Studies (NILS) equally runs postgraduate programmes.

WITNESSETH:

NOW THEREFORE, for the purpose of promoting the increase of useful knowledge, and in consideration of the mutual promises and covenants herein contained, the Parties hereto agree as follows:

1. PURPOSE OF AGREEMENT

The purpose of this agreement is to develop academic and educational co-operation particularly between the two Centers at UNIBEN and DELSU and to cooperate in their mutual interest for a range of higher educational activities

2. AREAS AND SCOPE OF COOPERATION

The two Centers (DEL-BRAWG and CERHI) with the approval of the authorized representatives of the Parties agree to the following collaborative or joint activities: -

- (a) Research and/or training;
- (b) Joint grant applications;
- (c) Lectures, symposia, International meetings, conferences, and workshops;
- (d) Exchange of faculty (researchers) and students;
- (e) Exchange of information, teaching materials and equipment;
- (f) Mutual use of research space, laboratory and library.
- (g) Float Short courses in each centre
- (h) Participation in teaching and supervision of post graduate students

3. IMPLEMENTATION

- 3.1 All programs or activities implemented under the terms of this Memorandum of Understanding shall be mutually agreed upon in writing, including the necessary budget and contact person(s) for the program of activity as the need may arise.
- 3.2 Each of the participating institutions shall endeavor to contribute financially or materially for the activities carried out under its direction or by its staff, except as otherwise agreed by the parties.
- 3.3 The parties will designate a lead officer each who will develop and coordinate specific programs or activities between them.
- 3.4 The lead officer for **UNIBEN** is Professor Friday Okonofua of its Africa Center of Excellence in Reproductive Health Innovation (CERHI) while the lead



officer for **DELSU** is Professor Lawrence Omo-Aghoja of its **DELSU Biomedical Research Alliance Working Group (DEL-BRAWG)**.

4. Any notices given by a party to the other pursuant to this MOU shall be sent to the other party by post, fax or E-mail or any other means with receipt confirmation to that party's address.

A notice shall be effective when:

- a) If sent delivered by hand, on delivery,
- b) If sent by post, 5 days after postage,
- c) If sent by fax, email or other electronic means with receipt confirmation, the day following the sending.

Any notice or communications between the parties shall be delivered to the addresses set out below:

In the case of **UNIBEN's CERHI**: -

The Vice-Chancellor,
University of Benin
P O 1154,
Benin City, Edo state, Nigeria
Email: vc@uniben.edu.ng

In the case of **DELSU's DEL-BRAWG**: -

The Vice-Chancellor,
Delta State University,
P M B 1,
Abraka, Delta State.
Email: vc@delsu.edu.ng

5. CONTACT PERSONS

Each party agrees to nominate the following authorized representatives as their primary contact for the accomplishment of the objectives in the MOU.

UNIBEN's CERHI
Professor Friday Okonofua
CERHI
University of Benin
P O. 1154
Edo State, Nigeria.

DELSU's DEL-BRAWG
Prof Lawrence Omo-Aghoja
DEL-DRAWG
College of Medicine
P M B 1
Abraka, Delta State.

6. INTELLECTUAL PROPERTY

6.1 Both institutions will ensure that any results and publications originating from this collaboration will be available, accessible to **DEL-BRAWG - DELSU and CERHI-UNIBEN**.

- 6.2 For the duration of this MOU and after its termination, each party undertakes that neither of them shall cause nor permit anything to be done which may endanger the intellectual property of the other party or allows others to do so.
- 6.3 Intellectual property developed during the course of this agreement shall be owned by both parties jointly in accordance with the



institutional policy on intellectual property of each party. However intellectual property rights arising from earlier projects and works that are not related to the parties' collaborative work shall be considered the sole intellectual property of the respective party.

- 6.4 Neither party shall use the trademark or logo of the other for purposes of publicizing this agreement or any commercial purpose for that matter, without prior written consent.
- 6.5 Parties undertake to implement this MOU in compliance with requisite safeguards so as to ensure complete and adequate protection as provided by applicable country's laws and guidelines.
- 6.6 Any publication resulting from the collaborative work of this MOU and proceedings of workshops and conferences will reflect, where relevant, the joint contribution and authorship of both parties and its employees.

7. USE OF NAME

Each of the parties agrees not to use the other's name in any advertising or other form of publicity without the prior written consent of the other. However, the parties agree in advance that each may use the name of the other in announcing this Memorandum and in pursuance of the objectives of this Memorandum.

8. CONFIDENTIALITY

Confidential Information shall mean information provided by one Party (the "Provider") to the other Party ("Recipient") in writing and designated as "Confidential Information" by the Provider. Confidential Information may include, but not be limited to, information, tangible or intangible discoveries, ideas, concepts, software, designs, drawings, specifications, and models. "Confidential Information" shall not include information that;

1. is generally known to the Recipient prior to receipt from the Provider;
2. becomes known to the Recipient through means independent of the Provider
3. is subject to disclosure under applicable law
4. is required to be published or disseminated in accordance with any written binding rules, laws or regulations.

9. EFFECTIVE DATE, DURATION AND RENEWAL

This Memorandum of Understanding will take effect upon signing of the same by the duly authorised representatives of the two parties and will remain in effect, unless earlier terminated in accordance herewith for a period of five (5 years) (December 1st 2017- November 30th 2022). For the avoidance of doubt, the provisions regarding intellectual property and confidentiality shall survive such termination. Renewal for a further term shall be subject to mutual discussions and shall only be valid upon written authorization by the parties' duly authorized representatives.



10 GOVERNING LAW

10.1 Both **PARTIES** agree that they will follow all applicable Nigeria Government laws and regulations as they exist today as well as in the future, including but not limited to any privacy legislation.

11 AMENDMENTS

11.1. This MOU may be amended by a written agreement signed by the representatives of both institutions.

11.2. In the event of any unforeseen incident during collaborative activities in either institution, Parties agree to negotiate a mutually acceptable solution.

11.3. Should any disagreement arise out of the application, interpretation or implementation of this Agreement, the institutions shall endeavor to exercise best efforts to negotiate their differences.

12 DISPUTE RESOLUTION

Parties shall consult with each other and attempt to resolve disputes or misunderstandings arising in the administration of this **MOU** informally. Where informal resolution fails, recourse shall be had to Arbitration, which shall be governed by the United Nations Commission on International Trade Law (**UNCITRAL**) Arbitration Rules (as revised in 2010).

13 FORCE MAJEURE

Neither party shall be liable to the other for its failure to perform any of its obligations under this **MOU** during any period in which such performance is delayed or rendered impracticable or impossible due to circumstances beyond its reasonable control, including without limits to earthquakes, government regulations, fire, flood, labor facilities, interruption of supply of key materials, civil disorder, terrorism and acts of God, provided that the party experiencing the delay notifies the other parties within seven (7) days from the commencement of such delay.

14. NON-FUND OBLIGATING DOCUMENT.

This agreement is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this agreement will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This agreement does not provide such authority. Each party shall be fiscally responsible for their own portion of work performed under the MOU.



15. SEVERABILITY

If any part of this agreement is declared unenforceable or *invalid*, the remainder will continue to be valid and enforceable

16. TERMINATION OF AGREEMENT

This MOU may, at any time during its period of validity, be terminated by either party upon three (3) months prior notice to the other in writing, provided that such termination shall not affect the completion of any program or activity underway at the time the notice of termination is given.

17. ENTIRE AGREEMENT

This MOU sets out the entire Agreement between the Parties and supersedes all prior oral or written Contracts, arrangements or understandings of the Parties with respect to the purpose and obligations described herein.

IN WITNESS WHEREOF the Parties through their duly authorized representatives hereto execute this **Agreement** as follows:

SIGNED AND DELIVERED by the authorized representatives of DEL-BRAWG-DELSU

.....
Prof. Andy Egwunyenga
VICE-CHANCELLOR

Date: 8/04/2021

.....
Professor Lawrence Omo-Aghoja
Team Leader, DEL-BRAWG

Date: 8th April 2021

SIGNED AND DELIVERED by the authorized representatives of CERHI-University of Benin

.....
Professor Lilian Salami
VICE-CHANCELLOR

Date: 9/4/2021

.....
Professor Friday Okonofua
CENTRE LEADER, CERHI

Date: 8/4/2021