



Memorandum of Understanding

Between

BAYERO UNIVERSITY, KANO, NIGERIA

And

ORIENTAL UNIVERSITY, NAPLES, ITALY

June 2017

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is made and entered into on the 18th day of June 2017.

BETWEEN

BAYERO UNIVERSITY KANO a tertiary institution incorporated under the laws of the Federal Republic of Nigeria as a corporate body with perpetual succession, a common seal and power to sue and be sued in its corporate name and having its registered office situate along Gwarzo Road, Kano (hereinafter referred to as "BUK", which expression shall wherever the context so admit or require, include its assigns and successors in title) of the first part.

AND

ORIENTAL UNIVERSITY, NAPLES whose office address is located at Naples, Italy (hereinafter called "OUN" which expression shall where the context so admits, include its successors in titles and assigns) of the other part.

WHEREAS

- (a) Bayero University Kano is an established University which strives to provide a world class academic and professional training and community service and to conduct research for the advancement of society and to produce high quality human resources with entrepreneurial skills for the development of the community, nation and humanity.
- (b) Oriental University, Naples is an established University of higher learning situate in Naples, Italy.
- (c) The parties are desirous of entering into this Memorandum of Understanding to declare their respective intentions and to establish a basis of cooperation and collaboration between the parties upon the terms as contained herein.
- (d) In pursuit of their common objectives, this MOU establishes a framework to facilitate the implementation of the collaboration and cooperation between the parties and sets out the proposed terms of the collaboration.

NOW THIS MOU WITNESSES AS FOLLOWS:

Article 1 – Exchange of Visiting Scholars

To facilitate the exchange of scholars on formal and informal visit. Exchange of visiting professors for teaching and research with respect to procedures established within each institution Arrangement for such visits will be made under the aegis of the two institutions. Purpose, timing and other details regarding exchanges and short visits will be provided to the host institution at least three months prior to proposed visit.

Article 2 – Exchange of Students

To provide access to higher education for qualified students, planning to pursue their graduate and post-graduate programs at each institution in the area of African Linguistics, Literature and Intercultural Studies. Agreement to this end will initially be considered on a case by case basis subject to availability of facilities and funding. Students from the two universities are eligible to

apply to any available programme for fellowship support and waiver of accommodation and tuition fee to non-PhD and PhD students. Faculty staff of one Institution, dispatched to the partner Institution to study for higher degree at the host Institution, in which the PhD students may participate in seminars and be advised by scholars of the host Institution.

Article 3 – Joint Research Projects

To promote advancement of African Linguistics, Literature and Intercultural joint research on topics of mutual interest and expertise. Before any particular cooperative project of program is initiated, all financial details shall be negotiated and agreed upon by the two institutions, with each partner acting within the scope of resources specifically allocated by administrative authorities, cooperative projects requiring financial support shall not be initiated in the expectation of support by either institution.

Article 4 – Exchange of Publications

To exchange as widely as practicable scholarly publications, documentations and materials as well as university calendars, prospective, text books course outlines, reference materials, journals and data bases.

Article 5 – Exchange of information

To provide information of substantive programs of education and research to entertain invited guests and delegations, participating in conferences, Seminars on topics of mutual interest and to encourage and strengthen communication and cooperation between Department of Nigerian Languages, Bayero University Kano and the Oriental University Institute, Naples.

Article 6 – Program planning

To facilitate program planning attempts made to hold biannual meetings between representatives of the two institutions. The purpose of such meetings will be to develop close contacts and understanding of the needs and priorities of the two institutions and to establish as much as possible the framework of cooperative programmes.

Article 7 – Duration of Agreement

This agreement shall come into force for a period of at least 3 years and it will be automatically renewed for two more years. Each party may terminate the agreement with six month's advance written notice to the other party. Such termination shall not affect the validity of any agreement already made under the terms of this agreement.

Article 8 – Financial Arrangements

Except as otherwise provided, the parties shall each bear their own costs and expenses incurred in complying with their obligations under this MOU. Except as otherwise provided, this MOU does not represent any commitment with regards to funds.

Costs or expenses relating to any project or activity undertaken pursuant to this MOU shall be borne by one or all the parties in accordance with the provisions of such supplementary agreements or exchange of letters as shall be agreed by the parties in advance.

The Parties shall remain liable for any losses or liabilities incurred due to their own or their employee's actions and no party intends that the other party shall be liable for any loss it suffers as a result of this MOU.

Article 9- Amendment

The terms of this agreement may be modified at any time by mutual agreement. The parties may by exchange of correspondence mutually agree to amend this MOU at any time.

Article 10- Dispute Resolution

All disputes between the Parties arising out of or relating to this MOU shall be referred, firstly, to their respective Heads for resolution within 30 days of such dispute arising. Any dispute or controversy arising over the interpretation or application of this MOU shall be settled amicably by negotiation and conciliation.

Article 11 - Force Majeure

The term 'force majeure' as used herein shall mean any cause not reasonably within the control of the Party claiming suspension and which by the exercise of due diligence, such party is unable to prevent or overcome.

Neither Party shall be liable for any loss or damage suffered or incurred by the other Party arising from the first Party's delay in performing or failure to perform its obligations hereunder to the extent that any such delay or failure results from any event of Force Majeure, provided that the same arises without the fault or negligence of the affected Party and the affected Party notifies the other Party in writing within fourteen (14) working days of becoming aware of the same and the manner and extent to which its obligations are likely to be prevented or delayed.

Article 12 – Communication

Each party will continue to nominate a contact person who will be responsible for insuring effective liaison between them. The identity and contact details of the respective nominees are:

For BUK:

Name: Professor Muhammad Yahuza Bello

Address: Bayero University Kano

Tel: (+234)816 010 7789, 813 920 0099

Email: vc@buk.edu.ng

Website: www.buk.edu.ng

For OUN:

Name: Professor Elda Morlicchio

Address: Naples, Italy.

Tel: xxxxxxxxxxxxxx

Email: xxxxxxxxxxxxxxxxxxxxxx

Website: xxxxxxxxxxxxxxxxxxxxxx

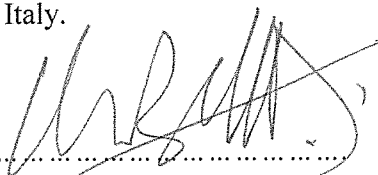
Article 13 – In any condition all the above mentioned articles should be consistent with regulation and laws of Republic of Nigeria and Republic of Italy.



*Prof. Elda Morlicchio
Rector of the Orientale
University, Naples*



28 GIU 2017



*Prof. Muhammad Yahuza Bello
The Vice Chancellor
Bayero University Kano, Nigeria.*

