



# MEMORANDUM OF UNDERSTANDING

#### BETWEEN

# UNIVERSITA' DEGLI STUDI DI NAPOLI "L'ORIENTALE" (UNIOR)

#### AND

# THE STATE UNIVERSITY OF ZANZIBAR (SUZA)

This Memorandum of Understanding (MoU) is entered into on .....this day of ......2017 between The State University of Zanzibar, Zanzibar, Tanzania, a public corporation established under Act No. 8 of 1999 (laws of Revolutionary Government of Zanzibar), Tel: +255 24 2230724/2233337/2234063, Fax: +255 24 2233337, Zanzibar-Tanzania, hereinafter referred to as "SUZA", which shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, and the Università degli Studi di Napoli L'Orientale of Italy, via Chiatamone, 61/62 - 80121 Napoli Tel. (+39) 0816909111, Fax (+39) 0816909115, hereinafter referred to as "UNIOR".

The Rectors of the two universities agree to implement a formal Memorandum of Understanding with the following contents:

## Article 1 - Scientific staff

To facilitate the exchange of scholars on informal or professional visit and exchange of visiting professors for teaching and research with respect to procedures established within each institution

## 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 areas of Language, Literature and Cultural Studies, at first. Memorandum of Understanding to this end - including credit recognition - will initially be considered on a case by case basis subject to availability of facilities and funding. Foreign students, however, can be enrolled at host university without being asked for further fees and are eligible to apply to all Universities' programs for scholarship and fellowship support and tuition waivers.

Article 3 - Joint research projects

To promote advancement of science, technology and various fields of human learning through the understanding of co-operative research on topics of mutual interest and expertise and to stimulate contacts between researchers linkage and groups.

#### Article 4 - Exchange of scientific materials

To exchange as widely as practicable such items as scientific and scholarly publications, documents and materials as well as university calendars, perspectives, text book course outlines, reference material, 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 topic of mutual interest and to encourage and strengthen communication and co-operation between members of the two institutes.

#### Article 6 - University personnel visits

To establish linkages between the two institutions which shall serve as a framework for further cooperation to exchange scientific information and develop scientific co-operative projects and programs. 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, if at all possible.

#### Article 7 - Grant of joint degrees

To grant joint degrees to non-resident post graduate students, who complete their degree requirements under the direct supervision of the home Institution, co-tutored by the host institution

#### Article 8 - Awarding scholarship

To award scholarships to non Ph.D and Ph.D students and Faculty staff of one Institution, dispatched to the partner Institution to study for higher degree at the host Institution, in which the Ph. D students may participate in seminars and be advised by scholars of the host Institution, thereby making it pertinent for either co-supervision to be present during a candidate's final examination in his/her home university.

### Article 9 - Funding of co-operative projects of programs

Before any particular co-operative projects 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. Co-operative projects requiring financial support shall not be initiated in the expectation of support by either institution.

#### Article 10 - Program planning

To facilitate program planning, attempts will be 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 co-operative programming.

#### Article 11 - Financial engagement

Each partner can host two students/teachers/staff per year for a maximum of two months each. Each sending institution will take care of the travel costs of its personnel to and from the hosting institution. Each receiving institution will take care of local travel costs (to and from the airport) and of cost for full boarding (food and accommodation) of foreign guests. Local costs for common research and publications are also eligible within the Memorandum of Understanding.





### Article 12 - Duration of Memorandum of Understanding

The present Memorandum of Understanding is valid for 3 years from the effective date of signing. Each party may terminate the Memorandum of Understanding with six month's advance written notice to the other party. Such termination shall not affect the validity of any Memorandum of Understandings already made under the terms of this Memorandum of Understanding.

Article 14- Validity

This MoU is not binding or legally enforceable, imposes no enforceability of obligation upon the parties and does not grant any right.

Article 15 - Confidential Information

Without prejudice the right of the parties to access material, data or information which will be required to make informed decision towards the implementation of the project, nothing in this MoU shall be construed as require either party to furnish anti material, data or information the furnishing or which could, in its judgment, require it to violate its policy regarding the confidentiality of such information.

Article 16 - Regulation and law

In any condition, all the above mentioned articles should not be inconsistent with regulations and laws of Zanzibar and Republic of Italy.

#### Article 17 - In case of discord

In case of misunderstandings, both sides will agree the cases to be referred and solved by a Board consisting of wise members of the two universities. In case of Boards fail to settle and solve the dispute then the dispute will be referred to Arbitrator who will be appointed by both parties. The arbitration shall be concluded at Zanzibar in accordance with the arbitration procedures laid down under the Arbitration Decree Cap. 25 the Laws of Zanzibar. The cost of Arbitration will be shared by both parties.

#### Article 18 - Coordination

The activities under this Memorandum of Understanding shall be coordinated by the Deputy Vice Chancellor-Academic from SUZA and the Responsible for the courses of Swahili Language and Literature from UNIOR.

The present Memorandum of Understanding is drawn up in two copies, both in English language

Date:....1.9.6EN..2018

Prof. Elda Morlicchio

Rector of the

Università degli Studi di Napoli "L'Orientale"

Napoli- Italy

Prof. Idris A. Rai

Vice Chancellor of t

State University of Zanzibar -Tanzania

P.O. BOX 146

ZANZIBAR TANZANIA

SUZA "

# Witnessed by:

Name: MARINA GUIDETTI

Signature: Ollffidl

Capacity: HEAD OFFICE

Date: .....

1 9 GEN. 2018

# Witnessed by:

Name: Mtaib A. Othman

Signature:

Capacity: Senior Legal Officer

Date: 30/18/2017

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