

MEMORANDUM OF UNDERSTANDING
BETWEEN
XAVIER UNIVERSITY
AND
AFE BABALOLA UNIVERSITY, ADO EKITI

This Memorandum of Understanding ("MOU") is entered into by Xavier University ("Xavier") and Afe Babalola University, Ado Ekiti ("ABUAD") for the purpose of fostering and facilitating programs assessment and accreditation, programs in business, professional and executive development, entrepreneurship and innovation, online education, and student immersions while supporting the development of collaboration across other academic departments.

SECTION I

PURPOSE

The parties agree to engage with one another as outlined in this MOU for the purpose of identifying and developing ways to cooperate in joint educational programs and related projects. To the extent feasible, both universities will encourage direct contact and cooperation between their faculty members, students, administrators, departments, research institutes, and centers of study in carrying out such joint educational programs and research projects.

SECTION II

POTENTIAL PROGRAMS AND PROJECTS

The parties have identified the following potential programs and projects for their mutual consideration, exploration and development:

- The establishment of dedicated education centers for executive and professional education especially in the area of business and education
- Business leaders development through annual international seminars and visits (both ways)
- The establishment of student exchange and immersion programs;
- The development and advancement of online and distance education for students of both universities;
- The creation and advancement of academic programs in entrepreneurship and innovation;
- Assist in the college-level or university-level accreditation of ABUAD;

This list is not exhaustive. The parties may explore other programs and projects not included on this list that they later deem mutually beneficial. Additionally, programs and projects on this list may be removed from further consideration for any reason.

SECTION III

MISCELLANEOUS

- A. The parties recognize and intend that implementation of any potential programs and projects contemplated by this MOU will require additional negotiations and agreements between the parties, which shall be memorialized separate from this MOU.
- B. No monetary consideration will be exchanged by the parties as part of this MOU. Any alternate financial arrangements will require additional negotiations and agreements between the parties, which shall be memorialized separate from this MOU.
- C. To ensure continuity and clarity of communications, Xavier and ABUAD will communicate with and through the Office of the Provost at Xavier and the Founder of ABUAD with respect to the matters contained in this MOU, unless otherwise specifically directed by either party. The contact information for such communications is current as follows and may be updated from time to time with written notice to the other party:

Xavier University Office of the Provost and Chief Academic Officer

Afe Babalola University Office of the Founder

- D. ABUAD agrees that it will not use Xavier's name or marks for any purpose other than for the purpose of implementing this MOU. Similarly, Xavier will not use ABUAD's name or marks for any purpose other than for the purpose of implementing this MOU.
- E. The parties agree that for purposes of performing this agreement, they will be sharing confidential information and trade secrets with one another. Each party explicitly agrees to keep the other party's confidential information and trade secrets confidential and to only use such information to the extent necessary to perform this agreement. All information and trade secrets shared between the parties under this MOU shall be presumed confidential. Additionally, this agreement and its contents shall be treated as confidential information. No confidential information or trade secrets may be disclosed to any third party without the written consent of the other party, unless

required by the laws of the State of Ohio, the United States of America, or the Federal Republic of Nigeria

- F. ABUAD acknowledges that information regarding students, whether received from the student, from Xavier, or from another source ("Student Information"), may be subject to the provisions of the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g), and must be kept confidential. ABUAD agrees to use Student Information only for the purpose of performing this MOU, and ABUAD understands and agrees that a student's written consent must be obtained before making Student Information available to any third party or using Student Information for any other purpose.
- G. The terms and enforceability of this agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Ohio in the United States. The parties agree that any action relating in any manner to this agreement must be pursued in Federal or State Court located in Hamilton County, Ohio, and the parties specifically consent and submit to the jurisdiction of such Courts. After execution of this MOU, to the extent that revisions to this agreement are necessary in order to comply with Nigerian law, the parties agree to make such modifications in writing, or to terminate this agreement if the modifications are substantial.
- H. Should any portion of this agreement be held invalid, the remaining portions shall not be affected and shall continue to be valid and enforceable.
- I. The parties agree that this is the entire agreement between ABUAD and Xavier. No other agreements, contracts, or promises, written or oral, relating hereto, shall be binding except as otherwise described in this MOU. Any change or modification to this MOU or the terms and conditions stated herein must be in writing and executed by both ABUAD and Xavier.
- J. The parties agree that this agreement and any obligations hereunder may not be assigned or delegated to a third party, without the written consent of the other party. Either party may hire other individuals or entities to help support and facilitate the performance of this MOU, but the hiring party shall remain in a position of full knowledge and control at all times.
- K. Each party shall indemnify and hold the other harmless against any and all claims (including negligence), liabilities, damages or losses, and any attorneys' fees and other incidental expenses, resulting from any action or non-action taken under this MOU, except to the extent such claims, liabilities, damages or losses were sustained as a result of the party's grossly negligent or intentional act or omission, including that of its employees, agents or contractors.

- L. "Xavier" means Xavier University, all past and present directors, trustees, officers, employees, agents, insurers, attorneys, and any other party associated with Xavier University, including but not limited to any Xavier University employees that were involved in facilitating this MOU.
- M. This MOU may be executed in parts with each party signing its own copy of the final version of this MOU. Together, these signed parts shall constitute one fully executed agreement. To the extent the document is translated to a language other than English, the English translation shall be binding on both parties.

Entered into this ____ day of _____, 2014.

XAVIER UNIVERSITY

By: _____
Dr. Scott A. Chadwick
Provost and Chief Academic Officer

AFE BABALOLA UNIVERSITY, ADO
EKITI

By: _____
Chief Afe Babalola
Founder