Memorandum of Understanding

between

International Institute of Tropical Agriculture (IITA)

and

Afe Babalola University (ABUAD)
INTRODUCTION

WHEREAS, The International Institute of Tropical Agriculture (IITA, www.iita.org) is an Africa-based international, not-for-profit, research-for-development organization, established in 1967, and governed by a board of trustees. Its vision is to be Africa’s leading research organization in finding solutions for hunger and poverty. IITA has more than 100 international scientists based in various IITA stations across Africa. This network of scientists is dedicated to the development of technologies that reduce producer and consumer risk, increase local production, and generate wealth. IITA is supported primarily by the Consultative Group for International Agricultural Research (CGIAR).

WHEREAS, Afe Babalola University, Ado- Ekiti (ABUAD, www.abuad.edu.ng) is a result-oriented institution for producing highly skilled and socially relevant graduates capable of applying scientific knowledge for the resolution of social and technological problems. The University is equally committed to transforming students into expert thinkers, innovative managers and resourceful technocrats in all fields of learning. The context of the university is morally and spiritually holding, with a stable academic calendar, a fully-stocked library, state-of-the-art laboratories and an excellent road network. The university’s mandate is to pioneer total excellence along the parameters of teaching, research, performance, sports, community impact and scholarship. The vision of the University is to be a world class educational centre of excellence in academics, character, sports and vocational development. This vision is guided by the need to produce professionals who are sound and agile. Through its academic and professional programmes, graduates of the University will emerge as people with professional skills and become business owners thus assuring each of them a job after graduation.

WHEREAS, IITA and ABUAD (hereinafter referred to as the Parties) have a common interest in improving the nutrition and income of the rural and urban poor, and wish to establish a link to foster cooperation to complement each other’s research efforts.

NOW, THEREFORE, IITA and ABUAD have decided to enter into this Memorandum of Understanding (hereinafter referred to as MoU), which defines the framework for the cooperation of the two organizations.

ARTICLE ONE

Objective

The objective of this MoU is to set forth the terms and conditions under which the Parties hereto will cooperate as referred to below.

ARTICLE TWO

Both Parties Agree to encourage the existing collaboration concerning, but not limited to, the following activities, depending on the availability of funds:

- Collaboration in research and development on topics of mutual interest.
- Development of joint research and development project proposals for submission to prospective donors for funding.
- Organization of joint research activities.
- Organization of joint conferences and workshops.
- Linkages between IITA and ABUAD scientists.
- Placement and/or exchange of students, subject to conditions of Article nine.
- Exchange of research materials, publications and other materials of common interest, subject to the conditions of Article seven.
- Inclusion of results of collaborative research, either in full or in summary, in ABUAD and IITA reports, in accordance with Article eight.
- ABUAD serving as a reciprocatory laboratory for experiments and trials of new technologies or species (SPAT).
The agreed (activities) are to be carried out after mutual consultation between the two parties.

ARTICLE THREE

Specific projects:

1. IITA and ABUAD shall jointly agree on collaborative research projects of mutual interest. The specific projects will fall within the terms of reference of this MoU, stating in each case precisely what is being proposed, how it shall be executed, responsibilities and obligations of each party, source of funding, duration and other pertinent matters. Each project proposal shall follow the internal approval policies of both institutes.

2. This MoU does not preclude project proposal development by either IITA or Organization alone; neither does it preclude inclusion of other interested parties as appropriate.

ARTICLE FOUR

Each Party agrees to nominate the following representatives as the primary point of contact for the accomplishment of the objectives of this agreement:

ABUAD:
Prof. Sidi Osho
Vice Chancellor
Afe Babalola University
Ado-Ekiti
Ekiti State
Tel: +234803 568 4682
Email: ollesosh@yahoo.com

IITA:
Ms Hilde Koper-Limbourg
Head, Contracts and Grants
Oyo Road
Ibadan
Nigeria
Tel: +234 2 241 2771
Email: h.koper@cgiar.org

ARTICLE FIVE

Independence of Parties

Neither Party shall be considered a joint venturer of the other, nor can either Party act as an agent for the other for any purposes whatsoever. No Party has the authority, either expressed or implied, to enter into any agreement, incur any obligations on behalf, or commit the other Party in any manner whatsoever, except as may be provided in this MoU and as may be agreed upon from time to time in writing.

ARTICLE SIX

Confidentiality

Any non-public information received or learned by either Party relating to the other Party's business and/or products shall be kept in confidence by the receiving or learning Party and shall neither be used by such receiving or learning Party nor disclosed to any other person for any purpose outside this MoU.

ARTICLE SEVEN

Intellectual Property

1. IITA and ABUAD recognize the importance of Intellectual Property as a component of the agricultural research agenda. Both parties jointly own all rights, title and interest in the data and works they create under this MoU. Both parties acknowledge that knowledge, data and know-how gained under the MoU will be made available to the national agricultural research systems, available for humanitarian purposes, and the benefits of any intellectual property created as part of the agreement will be made accessible to the public throughout the developing countries of the world ("Global Access").
2. The exchange of materials for research under this MoU will be carried out following the Material Transfer Agreements, if applicable.

3. All intellectual properties generated outside collaborative research belong solely to the party conducting such research.

ARTICLE EIGHT

Publications

Any publications from the collaboration (collaborative research) shall show, through joint authorship where appropriate, the contributions of those involved in the research from both parties. Each party can publish these findings independently with due recognition of the contributions of the other party. If publishing independently, the party doing so, should inform the other party of this in writing two months before publication. The manuscript review process prior to publication shall follow the internal policies of both institutes. The fund provider shall be appropriately acknowledged.

ARTICLE NINE

Student Exchange and Supervision

Student exchange and supervision shall fall under the conditions of this MoU. Each individual student placement in either institute shall be agreed in writing on a case by case basis, stating in each case precisely the ToRs for the student, responsibilities and obligations of each party, source of funding, duration and other pertinent matters. Thesis supervision conditions, if applicable, will be part of the written agreement.

ARTICLE TEN

Indemnification and Liabilities

Subject to other provisions in this MoU, each Party shall indemnify and hold harmless the other Party's employees, representatives, and executive officers, from and against any liability, damages, costs or expenses, or any claim, action, suit or other proceeding arising out of the execution or implementation of this Agreement, except to the extent that

- such liability, damages, claim, action, suit or other proceeding is caused willfully by the Party being held liable, or
- such liability, damages, costs or expenses, claim, action, suit or other proceeding is caused by or results from negligence on the part of such a Party.

ARTICLE ELEVEN

Notices

All notices, requests or demands under this MoU shall be in writing in English and shall be given by delivery to the premises of the Parties or by registered mail, telex, facsimile, or electronic mail. All notices shall be effective when received by the receiving Party.

ARTICLE TWELVE

Disputes and Disclaimer

1. Any disputes or differences of any kind arising between the parties in connection with the interpretation of this MoU shall be settled amicably upon consultation between all parties in accordance with tenor and intent of this MoU.

2. Any disagreement between ABUAD and IITA relating to the interpretation or implementation of the MoU, which cannot be resolved by mutual agreement between the parties, may be submitted
by either party, on giving thirty [30] days notice to other party, to a Board of Arbitration. Such Board shall comprise three members, one of whom shall be appointed by ABUAD, the second by IITA and the third by both those members together. The decision of such a Board shall be final and binding upon the two parties. The expenses of such a Board shall be borne by both parties to this MoU.

ARTICLE THIRTEEN

Force Majeure

1. If either party is temporarily unable by reasons of force majeure to meet any of its obligations under this MoU, and if such party gives the other party written notice of the event within thirty (30) days after its occurrence, such obligations of the party as it is unable to perform by reason of the event shall be suspended for as long as the inability continues.

2. Neither party shall be liable to the other party arising from any event referred to below or delays arising from such event.

3. The term "force majeure" as used herein shall mean Acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, wars, blockades, insurrection, riots, epidemics, lightening, floods, washouts, civil disturbances, explosions and other similar events not within the control of either party and which, by the exercise of due diligence, neither party is able to overcome.

ARTICLE FOURTEEN

Effective Date and Duration of the MoU

This MoU shall be effective upon signature by the two parties and shall remain in force for a period of 5 years. Thereafter it shall be automatically renewed from year to year unless it is terminated (article thirteen).

ARTICLE FIFTEEN

Amendment and Termination of MoU

1. The terms of this MoU can be amended, with the approval of both parties, by means of exchange of letters through the authorized officials at each institution. Either party may initiate the exchange of letters.

2. This MoU may be terminated by either party by giving thirty (30) days prior written notice of intent to terminate the understand.
THE COMMON SEAL of the within named AFE BABALOLA UNIVERSITY was hereunto affixed in the presence of

AARE AFE BABALOLA (SAN)
Founder/President
AFE BABALOLA UNIVERSITY

Prof. Sidi Osho
Vice Chancellor

Prof. A. S. Fashina
Provost, College of Agriculture

IN THE PRESENCE OF

Name: Lady Christie Obidimolle
Address: Afe Babalola University, Ado-Ekiti
Occupation: Registrar
Signature & Date: 29th Aug. 2012

THE COMMON SEAL of the within named

INTERNATIONAL INSTITUTE OF TROPICAL AGRICULTURE

Hilde Koper-Limbourg
Head, Contracts and Grants
29th August 2012

Date

IN THE PRESENCE OF

Prof. Sidi Osho
Vice Chancellor

Date

AFE BABALOLA UNIVERSITY,
ADO-EKITI

Date

IN THE PRESENCE OF

Prof. Sidi Osho
Vice Chancellor

Date

F. Smaranda Olarinde
Ag. Provost College of Law
ABUAD

Date
ACORDO DE COOPERAÇÃO INTERNACIONAL ENTRE A UNIVERSIDADE FEDERAL DE SANTA MARIA, BRASIL E AFE BABALOLA UNIVERSITY, ADO-EKITI, NIGERIA.

CONSIDERANDO o profundo interesse de que se reveste o estreitamento das relações tecnico-científicas e culturais entre o Brasil e a Nigéria;

CONSIDERANDO o interesse comum de promover e estimular o ensino e os avanços pedagogicos dos dois países;

CONSIDERANDO a necessidade de combater e ampliar os recursos humanos em ven-

tes de ensino, com o fim de aproveitar a produtividade do ensino pela oferta de oportuni-

dades de aperfeiçoamento de pessoal;

CONSIDERANDO o desejo de implementar o intercâmbio e a cooperação técnica-cientifica com o objetivo de fortalecer a pesquisa científica institucional e os programas de desenvolvimento entre os dois países;

CONSIDERANDO que a qualidade e a vitalidade do ensino superior dependem da sustentabilidade da cooperação técnica-cientifica e cultural entre países e que vantagens recíprocas podem existir em cooperações mútuas estabelecidas e objetivos comuns;

A UNIVERSIDADE FEDERAL DE SANTA MARIA (UFSM), Estado do Rio Grande do Sul, Brasil, representada pelo seu reitor, Dr. Paulo Afonso Burnatti, e AFE BABALOLA UNIVERSITY, located in ADO-EKITI, EKITI STATE, NIGERIA, representado pelo seu Vice-Reitor, Dr. Michael Olumwewe Ajala, por meio desse ACORDO DE COOPERAÇÃO INTERNACIONAL, desejam colaborar em atividades constantes as seguintes clausulas e condições:

I - Ambas as instituições firmarão procurar estimular e implementar programas de cooperação tecnico-científica e cultural, em conformidade com a legislação vigente em seus respectivos países e com as Normas de Direito Internacional;

II - A cooperação inclui a transferência de conhecimentos e experiências e em qualquer outra atividade de interesse comum relacionada ao ensino, pesquisa, administração, internacional.

CONSIDERING the profound interest in which is vested the strengthening of technical-

scientific and cultural relations between Brazil and Nigeria;

CONSIDERING the common interest to promote and stimulate teaching and scientific development in our two countries;

CONSIDERING the need to better utilize human resources in higher education with the goal of improving education performance by offering opportunities to improve human resource skills and capacities;

CONSIDERING the desire for greater exchange and technical-scientific cooperation in the interest of strengthening institutional research and development programs between our two countries;

CONSIDERING that the health and vitality of higher education is contingent upon future technical-scientific and cultural cooperation between countries and that reciprocal approaches may lead to higher ties and common goals;

the UNIVERSIDADE FEDERAL DE SANTA MARIA (UFSM), State of Rio Grande do Sul, Brazil, represented by its Reitor, Dr. Paulo Afonso Burnatti, and the AFE BABALOLA UNIVERSITY, located in ADO-EKITI, EKITI STATE, NIGERIA, represented by its Vice Reitor, Dr. Michael Oluwafemi Ajala, by means of the present AGREEMENT OF INTERNATIONAL COOPERATION desire to collaborate on activities as follows:

I - Both signing institutions will seek to stimulate and carry out programs of technical-scientific and cultural cooperation according to current legislation in each country and according to International Law and Rights;

II - Cooperation will include the transfer of knowledge, and experiences and/or any other activity of common interest related to teaching, research higher education administration and the qualification of human resources including the exchange of faculty, students and staff.
Universidade e capacitação de recursos humanos, incluindo o intercâmbio de docentes, alunos e técnico-administrativos.

IV. Cada atividade a ser desenvolvida como parte deste Acordo deve ser proposta em um projeto que especifique os objetivos, um planejamento, um cronograma de recursos humanos e materiais necessários.

V. Cada instituição indicará um coordenador responsável por gerir convênios, estabelecer prioridades e administrar o programa. Cada coordenador pode designar sub-coordenadores específicos para cada atividade do programa quando julgar necessário.

VI. A cooperação empresariada em decorrência do presente Acordo será baseada na participação conjunta das duas instituições e moving-se na reciprocidade e na equivalência de ações, com o propósito de aceitar e asssegurar a expansão qualitativa e quantitativa no ensino superior. As ações poderão incluir:

a) Intercâmbio de Professores – com a apresentação por escrito de credenciais, atividades propostas e uma carta convite.

b) Intercâmbio de Alunos – com a apresentação por escrito de credenciais, formais, adequadamente preenchidas e uma carta de aceitação da instituição de destino.

c) Intercâmbio de Pessoal Técnico administrativo – com a apresentação por escrito de credenciais, atividades propostas e uma carta convite.

d) Pesquisa Compartilhada – com base em propostas, especificações, qualificação dos docentes participantes, aprovação das duas instituições e apoio de outras fontes financeiras.

e) Uso de instalações – uso de laboratórios, equipamentos e acervo bibliográfico em programas estabelecidos em função de interesses comuns.

VII. Outras Ações em Cooperação – ações não expressas aqui, entretanto, consideradas relevantes no futuro por ambas as instituições envolvidas.

g) Programas detalhados para a realização dessas atividades serão negociados e formulados em documentos adicionais.
VI. As clausulas acima referidas permitem a participação de outras instituições universitárias e não universitárias desde que essas assinem um convênio em conformidade com os objetivos deste Acordo e que tenham a permissão escrita das duas instituições firmantes do presente documento.

VII. Durante a participação em atividades conforme a este Acordo os participantes de ambas as instituições firmantes estão sujeitos às regras legais de suas instituições de origem.

VIII. Ambas as instituições concordam pela intensificação e o tipo de cooperação prática esta restringida pelos recursos financeiros de cada instituição. Nesse sentido o planejamento programático será ajustado em função dessas restrições.

IX. Cada instituição responsabiliza-se pelos custos para a participação de seus respectivos membros como por exemplo custos com viagem e acomodação.

Servidores e estudantes envolvidos no acordo aqui referido poderão participar nos programas de intercâmbio e pagar as taxas e despesas com viagem e acomodação. Outros, semelhante, serão responsabilizados por suas instituições envolvidas, qualquer obrigação que possa sofrer o aluno/servidor que não esteja a cargo da presente instituição.

X. A responsabilidade pela participação nas atividades do convênio fica restrita ao participante em caso de empreendimento de sua negligência.

XI. Membros técnico-administrativos e estudantes participantes de programas de intercâmbio devem providenciar seguro de viagem contra doença e acidentes que vejam ocorrer durante a visita ao país anfitrião.

XII. Todas as apresentações e publicações formais resultantes de colaboração entre as duas instituições sob os termos e as condições de deste Acordo devem dar reconhecimento a este convênio.

XIII. Para fins de correspondência/contato a

agreement:

VI. The above referred clauses allow the participation of Third Party institutions given that said Third Party institutions sign a agreement with the objectives of this agreement and that both signers in this document agree in prior written form.

XI. Each institution will bear responsibility for the participation costs for the participation of its own members, for example, travelling costs and costs for the accommodation.

Servants and students involved in the agreement can participate in the exchange programs and will pay academic fees only to their home institution if required. Traveling and other expenses must be paid by the student/servant. The existence of the present agreement will not cause for the involved institution any obligation related to the finances of the student/servant. If the institution shows any interest in doing so, it must express this through a formal document.

XIII. For correspondence/contact purposes.
respecto deste acordo devem-se utilizar os seguintes endereços de cada instituição:

Universidade Federal de Santa Maria/UFSM
Cidade Universitária, Prof. Mariano da Roca
Campus Av. Roraima no 1000
Restaurante Gabinete do Reitor no 9º Andar
CEP: 97105-900 Santa Maria, Rio Grande do Sul, BRASIL.
E-mail: gabinete@ufsm.br
Telefone: +55-55-3240-8101

AfE Babalola Universidade
Ado-Exi (ABUAD), KM 8.5, AfE Babalola Way
Ado-Exi, Esteio, Estado de Esteio, Nigeria, P.M.B. 6454
Ado-Exi
E-mail: raf@abuad.edu.ng
Telefone: +23480324213030

XV - O presente Acordo vigorará pelo prazo de cinco anos a partir da data de assinatura. O participante que deseja desistir deve comunicar a outra a sua intenção de rescindir-o com a antecedência mínima de noventa dias, ficando ressalvadas as atividades em andamento até a data de sua conclusão.

XV - O extrato do presente convênio será publicado pela UFSM no seu Boletim de Convênios sendo a publicação condição indispensável à sua eficácia.

E por estarem assim justos e acordados assim o presente Acordo em duas (02) vias de igual teor e forma na presença das testemunhas que tampouco o subscreveram para que haja desde logo as efeitos nesse sentido.

concerning this agreement the following addresses should be used for each institution:

Universidade Federal de Santa Maria/UFSM
Cidade Universitária, Prof. Mariano da Roca
Campus Av. Roraima no 1000
Restaurante Gabinete do Reitor no 9º Andar
CEP: 97105-900 Santa Maria, Rio Grande do Sul, BRASIL.
E-mail: gabinete@ufsm.br
Telefone: +55-55-3240-8101

AfE Babalola University
Ado-Exi (ABUAD), KM 8.5, AfE Babalola Way
Ado-Exi, Esteio, State Nigeria, P.M.B. 6454
Ado-Exi
E-mail: raf@abuad.edu.ng
Telefone: +23480324213030

XIV The present agreement will have the validity of 5 years from its signing. Any participant institution that wants to cancel the agreement will have to communicate the decision to the other party at least ninety days in advance. All the ongoing activities at that time will be continued until the date of its conclusion.

XV The extract of the present agreement will be published by UFSM in its Agreements Bulletin. This publication is an indispensable condition to your effectiveness.

In witness to whereas the parties hereto have executed two (02) copies of this instrument in the presence of two witnesses whose signature also appears below.
Date 01/06/2016

Prof. Dr._lines_1. A. Flaminio
Rector da UNIVERSIDADE FEDERAL DE SANTA MARIA, BRASIL.

Testemunha

Date 03/07/2016

Prof. Michael O. Adegbe
Director of Education
AFFE BABALOLA UNIVERSITY

Witness

Aare Afe Babalola University and President Afe Babalola University, Ado-ekiti, Ekiti State, Nigeria

Witness

Dr. Abiodun Ayodele Ojo, Ag. Provost College of Sciences, Afe Babalola University, Ado-Ekiti, Ekiti State, Nigeria