

MEMORANDUM OF AGREEMENT

BETWEEN

**THE COLLEGE OF PHARMACY, HOWARD UNIVERSITY, WASHINGTON DC
UNITED STATES OF AMERICA**

AND

**AFE BABALOLA UNIVERSITY
ADO-EKITI, NIGERIA**

Howard University, Washington DC, United States of America on behalf of the College of Pharmacy (hereinafter referred to as Howard), and AFE BABALOLA UNIVERSITY, Ado-Ekiti, Nigeria (hereinafter referred to as ABUAD) wish to establish co-operative relations between the two institutions, especially to develop the academic research links/collaboration and cultural interchange between the two institutions through mutual assistance in the areas of education, research, capacity building, project development and others as follows:

PART I

SCOPE OF COOPERATION

The areas of cooperation include, subject to mutual consent, programmes offered at both institutions as felt desirable and feasible on either side, or that both sides contribute to fostering and development of the cooperative relationships between the two institutions. The assistance to be provided by each of the parties will be teaching, research, exchange of faculty and students, cultural exchange, staff development, grant writing, and facility development as deemed beneficial by the two institutions. Upon reaching agreement on specific projects, the parties shall document their understanding of the specific terms and budget of each project in a written agreement to be signed by both parties prior to initiation of the project.

PART II

GENERAL AREA OF COOPERATION

Assistance shall be carried out, subject to the availability of funds and the advance written approval of the Provost for Health Sciences of Howard University and the Founder/ Designee of ABUAD, through such activities or programmes as:

1. Curriculum development
2. Research institutional development
3. Professional Development
4. Student Exchange
5. Faculty Exchange
6. Joint course offerings
7. Continuing Education

Each party shall designate a liaison officer to facilitate timely and accurate communications between the partners.

For the purposes of this memorandum of agreement and all addenda hereto encompassing specific programs between the College of Pharmacy, Howard University at Washington DC, USA and ABUAD, Nigeria it is understood and agreed that neither party shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law. This memorandum of agreement and all addenda shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party to the other or to a third party.

PART III

INTELLECTUAL & TECHNICAL PROPERTY RIGHTS

In the course of collaboration between Howard University, and ABUAD, participating individuals using proprietary materials and technologies acquired by either institution must adhere to intellectual property (IP) and technical property (TP) protection (e.g. material transfer agreement (TA) or license) pertaining to the relevant technologies and material. Protection of innovations, research products and other IP/TP (through patents, knowledge production rights, or other means) accruing from joint collaboration between, Howard University, and ABUAD shall be done jointly following consultations with the relevant institutional IP/TP organs/panels on proprietary science and technology. Ownership and management of all TP and IP resulting from any collaboration shall be addressed in the written agreement governing each project.

PART IV

RENEWAL, TERMINATION AND AMENDMENT

This Memorandum of Understanding shall remain in force for a period of five (5) years from the date of the last signature, with the understanding that either party giving 90 days written notice to the other party in any year may terminate it. The agreement may be extended by mutual consent of the two parties.

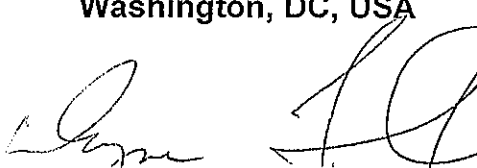
This Memorandum of Understanding may be amended by written amendment signed by the authorized persons at each institution.

The present agreement is signed in English, two (2) originals, all texts being equally valid.

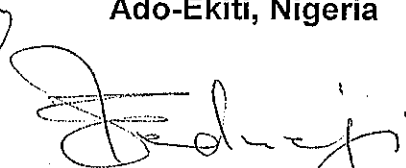
IN WITNESS WHEREOF, the parties hereto have offered their signatures:

For: **Howard University**
Washington, DC, USA

For: **ABUAD**
Ado-Ekiti, Nigeria



Wayne A.I. Frederick, MD, FACS
Provost



Aare Afe Babalola,
Founder/ President
ABUAD

Date: 03/12/2013

Date: 12th March 2013