

VC/GEN/126 ✓

**MERORANDUM OF UNDERSTANDING (MoU) ON ACADEMIC COOPERATION  
BETWEEN  
NAGASAKI UNIVERSITY AND AHMADU BELLO UNIVERSITY, ZARIA**

This Memorandum of Understanding is made this 27<sup>th</sup> Day of November 2019

**BETWEEN**

Nagasaki University, Nagasaki, Japan, a National University established in 1949 (Hereinafter referred to as "Nagasaki University") which expression shall where the context so admits includes its successors in title and assigns of the one part;

**AND**

Ahmadu Bello University, a University established by the Nigerian Government in 1962, having its main campus in Samaru, Zaria, Kaduna, Nigeria (Hereinafter referred to as "ABU") which expression shall where the context so admits includes its successors in title and assigns of the second part.

**WHEREAS:**

Nagasaki University and Ahmadu Bello University are institutions of higher learning that have their primary responsibilities to teach as well as conduct research in their respective areas of expertise. Both parties recognizing the benefits to their respective universities through the establishment of international links have concluded this agreement on academic cooperation ("agreement").

This MoU is to develop academic and educational cooperation and to promote mutual understanding between the two universities.

Nagasaki University and ABU is referred individually as "the party" and collectively as "the parties".

In furtherance of the above objectives the parties hereto agree as follows:

**ARTICLE 1: SCOPE OF AGREEMENT**

The parties agree to develop the following collaborative activities in the academic areas of mutual interest, on a basis of equality and reciprocity.

- (1) Exchange of faculty members, researchers, and administrative staff.
- (2) Exchange of student.
- (3) Implementation of collaborative research projects.
- (4) Implementation of lectures and symposia.
- (5) Exchange of academic information and materials.
- (6) Promotion of other academic cooperation on which both parties have agreed.

**ARTICLE 2: IMPLEMENTATION OF SPECIFIC ACTIVITIES**

The development and implementation of specific activities base on this MoU will be separately negotiated and agreed on between the faculties, schools or institutes, which are to carry out the specific activities.

**ARTICLE 3: APPLICABLE LAWS**

Both universities agree to carry out these activities in accordance with the laws and regulations of the respective countries.

**ARTICLE 4: FINANCIAL OBLIGATION**

It is understood that the implementation of any of the types of cooperation stated in Article 1 shall depend upon the availability of resources and financial support of the university concerned.

**ARTICLE 5: INTELLECTUAL PROERTY**

Should any collaborative research activities conducted under this Agreement have any potential for developing intellectual property, both universities shall seek an equitable and fair understanding as to ownership and other property interests that may arise.

**ARTICLE 6: COMMENCEMENT AND DURATION**

This MoU is valid for a period of five (5) years from the signature date of the representatives of both universities below. This MoU may be renewed for a further period after being reviewed and renegotiated by both universities.

**ARTICLE 7: TERMINATION AND AMENDMENT**

This MoU may, at any time during its period of validity, be terminated by either university upon prior written notice to the other party made at least six (6) months prior to the termination date.

This MoU may be amended or modified by a written agreement signed by the representatives of both universities.

**ARTICLE 8: SETTLEMENT OF DISPUTES**

That in the event of any disagreement, with regard to the interpretation and/or application of any part of this MoU the parties hereto shall endeavor to resolve their disagreement through the medium of arbitration.

That both parties shall hereto have right to appoint equal number of arbitrators with a power conferred on the appointed arbitrators to appoint a chairman of the arbitration panel amongst them

**ARTICLE 9: FORCE MAJEURE**

The failure of either party to perform its obligations under this MoU shall not subject such party to any liability to the other or subject this agreement to termination if such is caused by acts such as, but not limited to, acts of God, earthquake, explosion, flood, drought, riots, war, sabotage, embargo, compliance with any order or regulation of any governmental entity with color of right, intervention or delays created by any similar cause beyond the reasonable control of the parties.

The party so affected shall promptly notify the other party of the event of force majeure, and shall use all reasonable efforts to remove such events as soon as reasonably practicable.

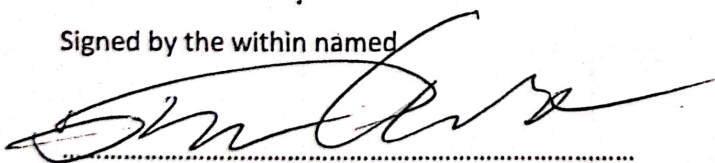
**ARTICLE 10: NOTICES**

Any notice or communication required or permitted under this agreement, shall be sufficiently given or delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

This MoU shall be executed in English in two (2) copies: each university shall retain one copy.

**IN WITNESS WHEREOF**, the parties have set their hand and seal the day and year first above mentioned.

Signed by the within named



Shigeru Kohno, MD, PhD.  
President  
Nagasaki University

Date: 27. November 2019

In the presence of:

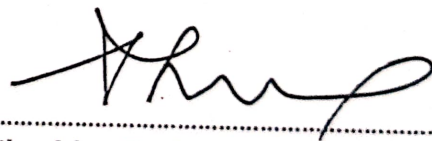
NAME.....

DESIGNATION.....

ADDRESS.....

SIGNATURE.....

By the within named



Prof. Ibrahim Garba  
Vice chancellor  
Ahmadu Bello University

Date: 27th November, 2019

In the presence of:

NAME.....

DESIGNATION.....

ADDRESS.....

SIGNATURE.....