



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**FRANTZ FANON UNIVERSITY, SOMALILAND  
[FFU]**

**AND**

**NATIONAL UNIVERSITY, SUDAN [NUSU]**

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**MEMORANDUM OF UNDERSTANDING BETWEEN FRANTZ FANON UNIVERSITY,  
SOMALILAND [FFU] AND NATIONAL UNIVERSITY, SUDAN [NUSU]**

**ON (date) APRIL 20, 2019**

**WHEREAS**

- A. FARNTZ FANON UNIVERSITY, SOMALILAND (hereafter referred to as "FFU") is an established university which strives to enhance and strengthen its education, research and community development, and has taken various initiatives to complement its educational excellence and has entered into various collaborative arrangements with other parties to enhance networking.
- B. NATIONAL UNIVRESITY, SUDAN (hereafter referred to as "NUSU") aims to establish free exchange and close relationships in both basic and applied sciences with prestigious educational and research organizations and academic communities in Sudan and outside. While developing this relationships, NUSU intends to hound education, research and societal responsibilities to improve its staff and students to serve the Sudanese community.

**HAVE REACHED AN UNDERSTANDING** as follows:

**ARTICLE I: OBJECTIVE**

The Parties, subject to the terms of this MOU and the laws, rules, regulations and national policies from time to time in force in each Party's country, will endeavor to strengthen, promote and develop academic co-operation between the Parties on the basis of equality and mutual benefit.

**ARTICLE II: AREAS OF CO-OPERATION**

1. Each Party will, subject to the laws, rules, regulations and national polices from time to time in force, governing the subject matter in their respective countries, endeavor to take necessary steps to encourage and promote co-operation in the following areas:
  - a. Exchange of faculty and other staff members;
  - b. Exchange of students;
  - c. Planning and implementation of co-operative research projects and educational programs;
  - d. Exchange of academic materials, publications and information; and
  - e. Collaboration at any other areas of co-operation to be mutually agreed upon by the Parties.
2. For the purpose of implementing the co-operative in respect of any areas stated in paragraph 1 the Parties will enter into a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties including clauses on the "confidentiality", "suspention", "protection of intellectual property rights" and "settlement of dispute" as contained Appendix 1 of this MOU.

**ARTICLE III: FINANCTIAL ARRANGEMENTS**

1. This MOU will not give rise to any financial obligation by on Party to other.
2. Each Party will bear its own cost and expenses in relation to this MOU. This includes cost of material, programs and staff exchange, paid by the service receiving Party.

**ARTICLE IV: EFFECT OF MOU**

This MOU serves only as a record of the Parties' intentions and does not constitute or create, is is not intended to constitute or create obligations under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

**ARTICLE V: NO AGENCY**

Nothing contained herein is to be considered so as to constitute a joint venture partnership of formal business organization of any kind between the Parties or so to constitute either Party as the agent of the other, except in a separate document signed later. This does not prevent an individual from either Party to offer service to, or enter into partnership with, the other Party. In the latter situation, the individual or Party dealing will not affect or concern the other Party.

**ARTICLE VI: ENTRY INTO EFFECT AND DURATION**

1. This MOU will come into effect on the date of signing and will remain in effect for a period of five (5) years.
2. This MOU may be extended for a further period as may be agreed in writing by the Parties.

**ARTICLE VII: NOTICES**

Any communication under this MOU will be in writing in English language and delivered by registered mail to the address, or sent to the electronic mail address of FFU or NUSU, as the case may be, shown below or to much other address or electronic mail address of either Party may have notified the sender and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address which is duly acknowledged.

**ARTICLE VIII: SIGNITURES**

These signatures represent the understanding reach between FFU and NUSU.

**FRANTZ FANON UNIVERSITY, SOMALILAND**

Sig. Hussein A. Balham ..... STAMP

Prof. Hussein A. Balham, Vice Chancellor

**NATIONAL UNIVESITY, SUDAN**

Sig. [Signature] ..... STAMP

Prof. Qurashi M. Ali, President

**WITNESSES**

1. NAME M. A-Basit ..... SIG. [Signature]

2. NAME Gaber Ahmad ..... SIG. Gaber Ahmad



## **APPENDIX 1**

### **ARTICLE 1: PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

1. The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the Parties and with other international agreements signed by both Parties.
2. The use of the name, logo and/ or official emblem of any of the Parties on any publication, document and/ or paper is prohibited without the prior written approval of either Party.
3. Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development, products and services development, carried out-
  - (i) Jointly by the Parties or research results obtained through the joint activity effort of the Parties, shall be jointly owned by the Parties in accordance with the terms to be mutually agreed upon.
  - (ii) Solely and separately by the Party or the research results obtained through the sole and separate effort of the Party, shall be solely owned by the Party concerned.

### **ARTICLE 2: CONFIDENTIALITY**

1. Each party shall undertake to observe the confidentiality and secrecy of documents, information and other data received from or supplied to, the other Party during the period of the implementation of this Memorandum of Understanding or any other agreements made pursuant to this Memorandum of Understanding.
2. For purposes of paragraph 1 above, such documents, information and data include any document, information and data which is disclosed by a Party (the Disclosing party) to the other Party (the Receiving party), prior to, or after, the execution of this Memorandum of Understanding, involving technical, business, marketing, policy, know-how, planning, project management and other documents, information, data and/or solutions in any form, including but not limited to any document, information or data which is designated in writing to be confidential or by its nature intended to be for the

knowledge of the Receiving party or if orally given, is given in the circumstances of confidence.

3. Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this Memorandum of Understanding.

### **ARTICLE 3: SUSPENSION**

Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this Memorandum of Understanding which suspension shall take effect immediately after notification has been given to the other Party directly or through diplomatic channels.

### **ARTICLE 4: SETTLEMENT OF DISPUTE**

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between the Parties through diplomatic channels, without reference to any third party or international tribunal.

*[Handwritten initials]*