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# **MEMORANDUM OF UNDERSTANDING**

BETWEEN  
**THE SUPERIOR PEDAGOGICAL INSTITUTE – GOMBE**  
AND  
**SHEI «UNIVERSITY OF EDUCATIONAL MANAGEMENT»**

## **1. WHEREAS**

This *Memorandum of Understanding* (hereinafter referred to as “MOU”) is made and entered into by and between **THE SUPERIOR PEDAGOGICAL INSTITUTE – GOMBE**, and **SHEI «UNIVERSITY OF EDUCATIONAL MANAGEMENT»**.

**COLLEGE A** and **COLLEGE B** shall be referred to collectively as the “Parties” as the case may be.

*College A* is **THE SUPERIOR PEDAGOGICAL INSTITUTE – GOMBE**

*College B* is **SHEI «UNIVERSITY OF EDUCATIONAL MANAGEMENT»**

## **2. OBJECTIVES**

### ***2.1 College A - Contribution to Partnership***

- i.) College A will have exchange programs for students and staff members with College B.
- ii.) College A will maintain a cooperative relationship with College B.
- iii.) College A will work together for collective development with College B

### ***2.1 College B - Contribution to Partnership***

- i.) College B will have exchange programs for students and staff members with College A.
- ii.) College B will maintain a cooperative relationship with College A.
- iii.) College B will work together for collective development with College A.

## **3. GENERAL PROVISIONS**

### ***3.1 Implementation of MOU***

- i.) The College will assign a university representative to implement the MOU.
- ii.) IYF will assign the Chairman of IYF to implement the MOU.

### ***3.2 Settling Disputes or Disagreements***

- i.) Any dispute arising out of the interpretation, application and/or implementation of this MOU shall be settled amicably through consultations and negotiations between parties.
  - ii.) With this aim each party will appoint one arbitrator and selected members shall appoint a third arbitrator immediately after they are themselves appointed.
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iii.) The parties agree to consider the board's decision as binding and final, so that it cannot be contested, and they also agree to consider this dispute resolution as a condition for any eventual judicial procedure.

iv.) The arbitrators will act without receiving fees. In case the appointed arbitrators should ask for payment, each party will assume the cost of its own arbitrator, while any additional cost for the process, as well as any fees owing to the Chairman arbitrator, will be equally shared among the parties.

### **3.3 Amendment to the Agreement**

i.) This Memorandum of Understanding may be amended by both parties in writing.

### **3.4 Termination**

i.) This agreement can be terminated for the following reasons:

a) Attainment of the expiry date.

b) Serious breach of contract by one of the parties.

c) Serious and demonstrated external factors leading to termination of this agreement.

ii.) In cases b) and c) above each party will send a written communication addressed to the other party with at least (30) days' notice.

iii.) In any case, before the expiry of the agreement, each party will continue its own activities until their completion as established by the present agreement.

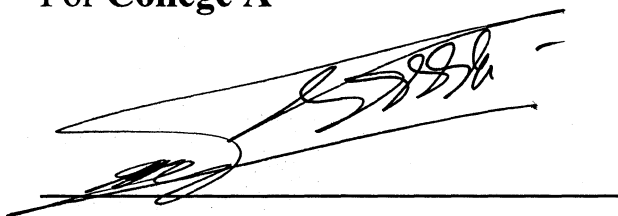
### **3.5 Entry into force**

i.) This agreement shall enter into force on the date of its signature and shall remain in force for a period of five (5) years. It shall be automatically renewed for similar period unless either party notifies the other to the contrary in writing within six (6) months prior to the expiry date.

### **3.6 Signatures**

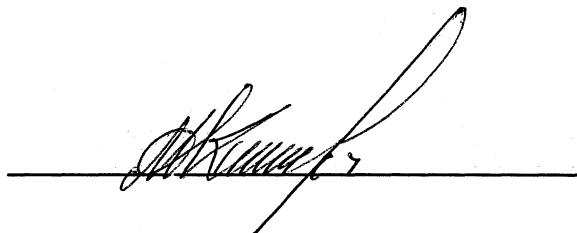
i.) In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

**For College A**



**Francois Kabemba**  
**Vice President**

**For College B**



**Mykola Kyrychenko**  
**Rector**

Date: July 19, 2018 \_\_\_\_\_

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