# MEMORANDUM OF UNDERSTANDING (MOU)







This Memorandum of Understanding (hereinafter referred to as the "MoU") is made:

Date: 17th July 2017

Whereas the **Islamic Online University**, a university established under the laws of Gambia and having an address 21 Kanifing Mosque Road, P.O. Box 2340, Kanifing South, KMC,The Gambia (hereinafter referred to as "**IOU**")

and

The Islamic University of Maldives, a university established under the laws of Islamic University Act (No. 11/2015) and having an address at King Fahd Building, Violet Magu, Henveiru, Male' City 20037, Republic of Maldives, (hereinafter referred to as "IUM") seeking to improve understanding between their respective academic institution and to establish mutually beneficial collaborations benefiting their students, have agreed to sign this Memorandum of Understanding (hereinafter referred to as the "MoU") as a first step toward achieving these shared goals.

NOW THEREFORE PURSUANT THERETO, the Parties hereby agree as follows:

# 1. SCOPE AND FIELDS OF ACADEMIC COOPERATIONS

- (1) The Parties hereby agree to implement within the framework of the rules and regulations applicable in each of the institutions and subject to availability of funds and resources, the following programmes and activities, which may include, but not limited to:
  - (a) student and/or academic and administrative staff exchanges, and visiting lecturers;
  - (b) joint research activities, seminars, and forums; in specific IUM agrees to
    - provide to those IOU students who are residing in the Maldives access to its physical library facilities.
    - supervise final semester examinations for those
      students who are residing in the Maldives.
    - III. accept IOU BA graduates into its Masters and PhD programs in accordance with the guidelines of the Maldives Qualifications Authority (MQA).



- (c) exchange of publications, reports and other academic materials and information;
- (d) sharing of other activities and programmes in areas of mutual interest, where such sharing shall result in benefit to both Parties;
- (e) Curriculum development consultation; and
- (f) programme recognision and accreditation.
- (2) It is agreed that the terms and conditions of any agreed programme and activity contemplated in this MoU shall be the subject matter of separate written agreements to be negotiated and agreed upon by both Parties and/or any third parties, wherever applicable. PROVIDED ALWAYS the decision whether to initiate and/or implement any programme or activity shall be at the sole discretion of each Party.
- (3) The Parties agree to designate, on behalf of each institution, a coordinator whose responsibility will be to supervise the execution of this MoU and to draw up a programmes or activities to be implemented under this MoU, setting out specific provisions concerning the exchange programmes, budget requirements and details of funding. For this purpose, the coordinator for UM is the Faculty of Education and for IUM is Research and Innovation.

## 2. FINANCIAL ARRANGEMENTS

(1) The Parties acknowledge that in the absence of any specific agreement in writing to the contrary, each Party will be responsible for its own costs and expenses in establishing and conducting programmes and activities contemplated under this MoU, including but not limited to, its own costs and expenses in travel and accommodation.

### 3. **JOINT PROPERTY**

The Parties agree that any intellectual property rights arising from or in connection with any programme or activity under this MoU, through and by the joint and collaborative efforts of both Parties shall be jointly owned and subject to any other terms and





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conditions as may be agreed upon in writing.

(2) Both Parties shall acknowledge one another in any form of writing, publication or presentation based on research derived from the cooperative efforts of both Parties under this MoU, unless otherwise mutually agreed upon in writing by the Parties.

### 4. **CONFIDENTIALITY**

(1) The Parties agree and undertake to keep confidential at all times any information or data that may be exchanged, acquired or shared in connection with any programme or activity conducted pursuant to this MoU save where the same is already in public domain.

### 5. **DURATION AND TERMINATION**

- (1) This MoU shall take effect on and from the date of execution of this MoU and shall continue to be effective for a period of five (5) years and may be extended for such further period as may be agreed by the Parties in writing.
- (2) Notwithstanding clause 5 (1) above, this MoU may be terminated by either Party giving written notice to the other at least six (6) months prior to the proposed date of termination.
- (3) Notwithstanding clause 5 (2) above, the provisions of this MoU or any other written agreement in respect of any on-going exchange programme or any other form of cooperative activity under this MoU shall continue to apply until their completion unless both Parties mutually agree in writing to the earlier termination of the programme or cooperative activity.

### 6. NOTICE

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(1) Every notice, request or any other communication required or permitted to be given pursuant to this MoU shall be in writing, in English and delivered personally or sent by registered or certified post via air mail or by courier or facsimile (which shall be acknowledged by the other Party) to the Parties at the address and facsimile number as stated below:



(a) If to IOU:

21 Kanifing Mosque Road,

P.O. Box 2340,

Kanifing South, KMC,

The Gambia.

(b) If to IUM:

Research and Innovation

Islamic University of Maldives

King Fahd Building Violet Magu, Henveiru Male' City 20037 Republic of Maldives

Attention: Dr. Mariyam Shahuneeza Naseer

Fax no.: +9603317660

### 7. MISCELLANEOUS

- (1) This MoU may be modified, varied or amended at any time after due consultation and with the written agreement of both Parties.
- (2) The Parties acknowledge that all visits or exchange of staff, students or administrators will be subject to compliance with the entry and visa regulations of Malaysia and the Maldives and with the respective Party's requirements with respect to staff and student visits.
- (3) This MoU is not intended to be legally binding. It merely expresses the intentions and understanding of the Parties which will form the basis of any legally binding agreement to be drafted and executed in the future.
- (4) The Parties hereby agree that they are not bound exclusively by this MoU and shall be at liberty to enter into any separate agreements or arrangements with any third party without reference to the other Party.





Parties have caused this MOU to be signed, in duplicate originals, by their duly authorized representatives as of the date first above written.

For and on behalf of the ISLAMIC ONLINE UNIVERSITY

For and on behalf of the ISLAMIC UNIVERSITY OF MALDIVES

DR.ABU AMEENAH BILAL PHILIPS

Chancellor

Date: (7 / 7 / 17



DR.MOHAMED SHAHEEM ALI SAEED

Chancellor

Date:

