

ACADEMIC AND RESEARCH MENTORING AND PARTNERSHIP

MEMORANDUM OF UNDERSTANDING

ACADEMIC AND RESEARCH MENTORING AND PARTNERSHIP

COME IN

**University of the Renaissance of Haiti (URH)
170 Avenue Jean Paul II, Port-au-Prince, Haiti,
on the one hand;**



and

**Derindam Biotechnology Research Institute (DRIB)
No. 7, Edo Eyo Street, Uyo, Akwa Ibom State, Nigeria, on the other hand;**



It HAS BEEN AGREED AND DECIDED AS FOLLOWS:

PREAMBLE

Considering the importance of the relationship of any existing order between Haiti and Africa, and taking into account the fact that Haitians still feel connected to their African ancestors and vice versa, despite more than 500 years of separation;

Considering an attempt in the 1960s to reconnect with Africa, mainly in the field of education, which was not completely successful and ceased in the course of implementation;

Considering that Haitian society is currently going through difficulties and highlights the possibility of turning back to its African roots to recharge its batteries;

Having regard to the dimensions of the cooperation between the two parties;

The University of the Renaissance of Haiti (URH), Haiti, represented by its Rector, Dr. Franck Charles,

and

The Institute of Biotechnology Research of Derindam (DRIB), represented by its Director, Professor Samson Oyebadejo;

Acting as legal representatives of the above-mentioned institutions, they agree on the terms of financial distribution, certification of diplomas and exclusivity of the partnership of the said agreement according to the terms below;

Chapter I - Purpose of Mentoring and Partnership

Article 1 – This document is established as a framework or foundation for cooperation between the two parties in order to achieve the objectives they have set for themselves. It is a question of developing exchange strategies allowing university studies, professional training regardless of the degree and/or specialization considered and in extreme quality and scientific research between the two countries. It is a way of guaranteeing exchanges in terms of knowledge or culture between the two peoples. This will lead in particular to the sharing of the content of academic programmes and curricula and by certifying studies regardless of the level considered.

Article 2 - During the implementation of this cooperation, other activities not included in this document may be defined and validated by both parties. Among others, there is the document of internal regulations relating to the proper functioning of cooperation, possible modifications in terms of addendum. These activities must be the subject of specific documents co-signed by the parties and form part of this Memorandum of Understanding.

Article 3 - This agreement concerns all areas of intervention of either party. In the application of the provisions of the agreement, they intend to complement each other.

Article 4 - For the courses specific to each of them, the Institution holding the specialization is responsible for all the academic activities of the study and/or research programs under the supervision of the host who undertakes to remunerate his partner in an optimal way. A contract is drawn up to this effect.

Chapter II - Obligation of the parties

Article 5 - The two parties undertake to jointly carry out:

- Development and participation in training programs;
- The exchange of teacher-researchers, researchers and teachers;
- Student exchange;
- The exchange of technical and administrative staff, according to specific needs;
- Participation in other forms of cooperation likely to enhance the value of the institutions and their staff, including the development of relations with their economic, industrial, social and cultural environment.

The two parties have the obligation to work in perfect synergy for the best efficiency in the implementation of the activities covered by the agreement.

The two parties agree to work independently to promote exchanges of professors or students between the two communities.

Both parties undertake to keep confidential the information available to them under this Memorandum of Understanding.

The URH and the DRIB are in no way responsible for any imponderable event (accidents, damage, illness, death) of which a person collaborating within the framework of this protocol may be a victim.

Article 6 - The DRIB undertakes to promote the programs set up within the framework of this partnership, throughout the territory of Nigeria. It is also responsible for managing the applicants' files and regularly draws up the related reports. It also regularly sends the report of all other activities within the framework of this memorandum of understanding to the URH in Haiti. It undertakes to acquire suitable premises, equip them and proceed with student registrations. It recruits administrative and teaching staff capable of making a valid contribution to the achievement of the University's objectives. In addition, the DRIB undertakes to disseminate this document on an official website and on any other circuit deemed useful and necessary. It undertakes to authenticate any document issued in accordance with this agreement.

Article 7 - For programs where the diploma is the responsibility of the URH, it is up to it to:

- Provide the curricula of the courses to be applied at the level of the different faculties,
- To ratify the choice of teachers submitted to its attention,
- To control the quality of the teaching provided within the University,
- Issue any certificate or diploma to applicants who have met all the requirements of the URH. Furthermore, it cannot envisage undertaking similar activities with other Nigerian institutions.

Chapter III - Modalities for the implementation of cooperation

Article 8 - The cooperation actions referred to in Chapter I of this Agreement shall be the subject of scientific implementation agreements. These agreements form an integral part of this Framework Agreement. They specify the nature, objectives and disciplinary sector and duration of the specific cooperation action as well as the conditions and practical arrangements for implementation as regards training programmes, mobility measures and research priorities. They will be subject to the signature procedures in use in each of the establishments. The parties undertake to comply with them and, where appropriate, to use the dispute settlement procedures described in Chapter IV.

Article 9 - For the steering, monitoring and evaluation of the partnership, each of the parties designates the person or department responsible for the administrative follow-up and evaluation of the partnership.

A report on this agreement will be presented and validated by both parties annually.

Article 10 - The means to be implemented for the implementation of the planned actions are the responsibility of each party according to the available budget. They undertake, where appropriate, to seek from national and international bodies and to provide in their budgets the means of financing essential for the implementation of this framework agreement.

Article 11 - Any publication or communication of information relating to the results or know-how resulting from this framework agreement and its implementing agreements, by one of the parties, must receive, during the term of the agreement and for the following years, the express opinion of the other party, which will make its decision known within a maximum period of one month from the date of the request. After this period, in the absence of a response, the opinion will be deemed to have been granted. These publications and communications must mention the contribution provided by each of the parties

Article 12 - Each party remains the full owner of all its knowledge of any kind, whether or not it is protected by an intellectual property right (patent, design, model, trademark, copyright).

Article 13 - Each party is the owner of results obtained by it alone during the term of this framework agreement and its implementing agreements, whether or not they are protectable by an intellectual property right. It alone decides on the enhancement and protection measures to be taken and undertakes them alone.

Article 14 - The results of the work carried out jointly shall be the common property of the parties ; A co-ownership contract will be drawn up in order to determine, in particular, the terms of protection and the conditions for the exploitation of the results.

Article 15 - Each of the parties may mention, in its communication relating to this partnership, the name of the other party and may use the logo of the institution.

Chapter IV - Disputes

Article 16 – At the request of either party, any dispute relating to the interpretation or application of this protocol or any additional document may be settled amicably or by any other method of settlement agreed by both parties; In the event of amicable failure, the parties will appeal to arbitration consisting of two representatives of each party and an independent institution chosen subject to objection by the parties.

Article 17 – This Protocol is of an administrative nature and shall be regulated, for its interpretation and application, by international business law.

Article 18 - This framework agreement may be amended at any time by mutual agreement in writing of the parties, in accordance with the general balance of the agreement.

Article 19 - This framework agreement may be terminated at any time by either party, subject to six months' notice; However, the actions in progress will be continued until they are completed.

Article 20 – The Parties reserve the right to suspend this Framework Agreement and the implementing conventions without delay and unilaterally, in accordance with the law, a treaty or a resolution of the United Nations Security Council.

Article 21 – Both parties undertake to complete the compromises derived from the protocol that will not be completed at the time of the expiry of the validity of the protocol.

Chapter V - Duration

Article 22 - This Protocol shall be concluded for a period of ten (10) years and shall enter into force from the date of its signature by both parties. After evaluation, this framework agreement may be renewed by mutual agreement in writing of the parties, for periods of the same duration. In the event of renewal, it will be subject to the procedure specific to each party, the parties being responsible for collecting on their behalf any authorizations necessary for the validation of the agreement.

Chapter VI - Termination.

Article 23 – This Memorandum of Understanding may be terminated by either party subject to six (6) months' notice. In any event, they will take account of the provisions of **Article 21** of the Protocol.

Article 24 - Failure to comply with the clauses contained in this protocol shall result in its automatic termination.

Chapter VII - Distribution of Profit and Loss Margins

Article 25 – The modalities of accounting for financial resources and transfers of funds will be established at a later date in order to scrupulously respect the spirit and the letter of Article 30 and the following Article.

Article 26 – For graduation programs and for scientific research conducted jointly by the two Institutions, at the end of the year, after deducting all expenses, the profit margin shall be allocated as follows:

- 45% for the DRIB;
- 45% for the URH;
- 10% to be used for the maintenance and sustainability of each of the Institutions.
- In addition, the fees reserved for the issuance of any form of certification (attestation, transcript, diploma, bachelor's, master's or doctorate) are indicated in the internal regulations.

The same provisions for the distribution of profit margins will be applied in the context of carrying out joint activities of the two Establishments. The amounts indicated will be transferred to an account designated for this purpose, presented by the official representative of each of the parties.

Article 27 - The two parties agree on the salary scale of the teaching and administrative staff or any other expenses.

Article 28 – The parties agree that in the event of the unavailability of one or both of them at the same time due to powerlessness or death, the application of the agreement shall continue with the first rank heirs.

Chapter VIII - Regulatory provisions

Article 29 - Each party undertakes to have the signature of the protocol legalized in compliance with it and by the competent authorities.

Article 30 - The modalities of management of the partnership, the cost of the services, the benefits and the proportion of the profits of each of the parties are the subject of an additional protocol agreed in simplified form between the parties.

Article 31 - The signatory parties to the Protocol authorize the publication of its content as well as their personal data on their respective websites.

Article 32 - The clauses of this Protocol may be amended by mutual agreement of the parties by simple exchange of letters so that the modifications do not affect the subject-matter. Amendments affecting the subject matter or validity of this Protocol shall be the subject of an agreement.

Article 33 - The Rector of the URH and the Director of the DRIB sign this protocol, in duplicate originals which are in French and English on the dates and times mentioned below and affix to it the stamp of each Institution.

Article 34 The date of signature of this Protocol shall remain the date of the act.

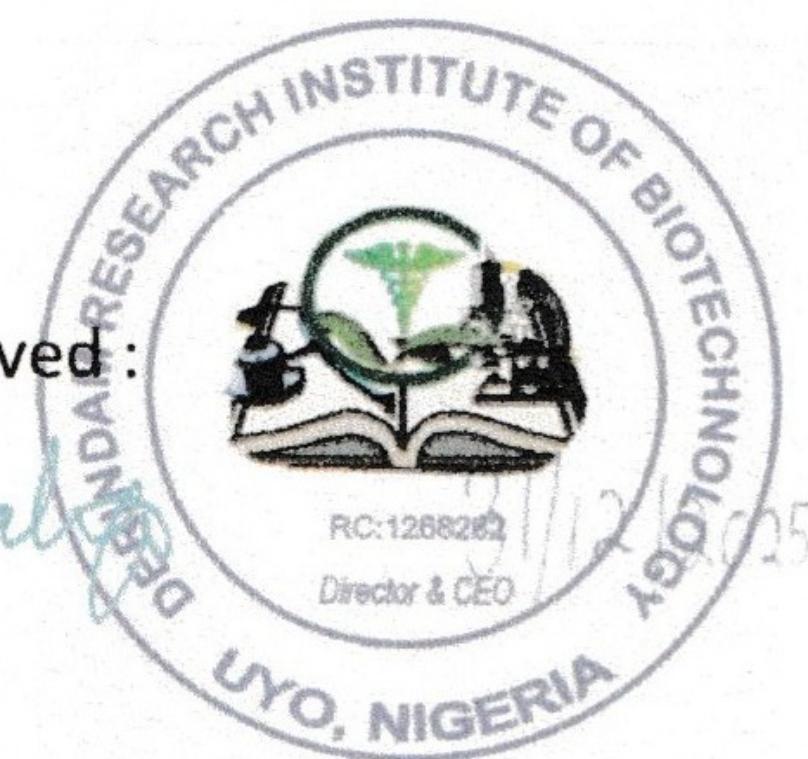
Done and signed by the parties,

Pour le / For DRIB (Nigeria) :

Prof. Samson OYEBADEJO (CEO)

Lu et approuvé / Read and approved :

Signature and Date :



Pour l'URH / For URH (Haïti) :

Dr. Franck CHARLES (Recteur)

Lu et approuvé / Read and approved :

Signature and Date : *Franck Charles, J.A* 12/31/2025



COORDONNÉES OFFICIELLES / OFFICIAL CONTACTS

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