



**MEMORANDUM OF AGREEMENT
BETWEEN COMESA-LLPI AND EUCLID
PERTAINING TO
THE MBA/LCI AS A JOINT DEGREE PROGRAM**



Name of partner(s): EUCLID and COMESA-LLPI (intergovernmental organizations)

Main Qualification: Master of Business Administration

This **AGREEMENT** is made:

BETWEEN

EUCLID (Euclid University), an intergovernmental organization with a university charter established and existing under international law (United Nations Treaty Series 49006/49007), its principal headquarters being located at Brusubi Phase 2, Senegambia Hwy, Brufut, Greater Banjul, The Gambia; (Internet: www.euclid.int);

Hereafter referred to as "the University"

and

Common Market for Eastern and Southern Africa (COMESA) - Leather and Leather Products Institute (hereinafter called COMESA/LLPI), an intergovernmental organization established and existing under international law, having its registered office at P. O. Box. 2538, Code No.1110, Addis Ababa, Ethiopia; (Internet: www.comesa-llpi.int);

Herein referred to as "the Partner."

This agreement shall be subject to international law with the right of arbitration by *cassation* (referral to a third-party international arbitrator) granted to the Ministry of Higher Education of the Republic of The Gambia.



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| M.1 | QUALIFICATION AND TITLE OF AWARD | |
| | M.1.1. | This is an agreement between EUCLID and COMESA-LLPI between whom it is proposed that a partnership be established for the presentation of the joint degree agreement of a Master of Business Administration (MBA) in Leather Commerce and Industry . |
| | M.1.2 | EUCLID and COMESA-LLPI come together and hold joint ownership of the Program with the awards bearing both organization's names and logos, with the qualification that EUCLID shall be the degree-granting authority in view of the fact that COMESA-LLPI does not have degree-granting authority at this time. |
| | M.1.3 | This agreement is specifically limited to the Program. Any other program will be subject to a further agreement or to an amendment of this agreement. |
| | M.1.4 | The agreement confirms the rights and obligations of both EUCLID and COMESA-LLPI covering their relationship as well as aspects of the relationship relating to the Program in the following areas: |
| M.2 | PROGRAM AND DURATION OF STUDY | |
| | M.2.1 | The program shall begin open and asynchronous enrolment on 01 July 2015 and offered according to the EUCLID's existing and tested pedagogical methods and Academic Standards, as approved in 2013 by the Ministry of Higher Education (MoHERST) of The Gambia. |
| | M.2.2 | The academic content of the Program will be detailed in the standard EUCLID/ELEMENTS Program Specification which will be subject to the approval of the relevant bodies at both EUCLID and COMESA-LLPI. |
| | M.2.3 | The primary language of study and assessment will be English. |
| M.3 | MANAGEMENT OF PROGRAM | |
| | M.3.1 | The contact details for the key personnel shall be on file at both institutions. |
| | M.3.2 | The Parties may choose to establish a Steering Committee which would have overall responsibility for: <ul style="list-style-type: none"> the proper functioning of the Program; coordinating the planning and delivery of the Program; |
| | M.3.3 | The Parties agree that the senior official of each of the Parties shall retain final authority to consider, approve, amend or reject: <ul style="list-style-type: none"> any Major Amendments to the Program including discontinuation of the Program, during the term of this Agreement; and the introduction of any new program. |
| | M.3.4 | The academic regulations and the detailed procedures for the approval, monitoring and review of a Program shall be as provided for in the "Academic Standards applicable to the programs of EUCLID." |



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| | M.3.5 | The Parties will jointly agree to assign qualified professors and faculty members to each course (module) of the program, which may come from EUCLID and COMESA-LLPI, as well as other institutions and public bodies if both Parties concur. |
| | M.3.6 | As applicable, Ministries of Education and/or related accrediting bodies will be consulted and informed of any changes to the program. |
| M.4 | RECRUITMENT AND COMMUNICATIONS | |
| | M.4.1 | This program is mainly offered to serve leather commerce and industry professionals in Africa. |
| | M.4.2 | The program shall be announced and references on the websites of both Parties, with permission granted to use the logo of each Partner as well as any specific logo developed to communicate on this joint degree program initiative. |
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| | M.4.4 | Standard admission requirements and procedures shall apply to this program. |
| | M.4.5 | Each Institution shall approve copies of any publicity and promotional Material produced by its Partner in relation to the Program. |
| M.5 | STUDENT REGISTRATION AND RECORD-KEEPING | |
| | M.5.1 | Students will be registered with EUCLID (Euclid University), which is responsible for the accuracy of student records as well as the issuance of transcripts and certificates. |
| M.6 | RULES AND REGULATIONS | |
| | M.6.1 | Students shall be subject to the regulations of EUCLID (Euclid University), as available from that Institution. |
| | M.6.2 | The course specific regulations and requirements are be laid out in the official program curriculum and course syllabi as documented in EUCLID's ELEMENTS' database system. |
| | M.6.3 | For this program, students will have access to a Student Handbook approved by both parties. |
| M.7 | LEARNING ENVIRONMENT AND INFRASTRUCTURE | |
| | M.7.1 | All staff engaged in the delivery or support of the Program shall be properly qualified for their role. EUCLID and COMESA-LLPI shall ensure that adequate systems are in place for staff recruitment and staff development (including contractors). |



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| M.8 | ASSESSMENT, EQUIVALENCIES, AND STUDENT PROGRESSION | |
| | M.8.1 | Assessment and progression <ul style="list-style-type: none"> • Taught modules will be assessed as detailed in EUCLID Academic Standards. • Assessment, reassessment, progression and awards shall be in accordance with EUCLID's policies and regulations and those outlined in the Program Specification. |
| | M.8.2 | Equivalencies <ul style="list-style-type: none"> • EUCLID and COMESA-LLPI will carefully evaluate courses and certificates related to courses offered by other respected institutions to determine what credit values and equivalencies can be accorded to such documented learning mechanisms. |
| | M.8.3 | Complaints, Appeals and Offences <ul style="list-style-type: none"> • Complaints and appeals shall be dealt with in accordance with the relevant institution's Complaints and Appeals Policy and Procedure. • Students shall be subject to the EUCLID Academic Offences Policy and Procedure. EUCLID and COMESA-LLPI shall ensure that all members of staff involved in the delivery of or support for the Program are fully aware of the EUCLID definitions of what constitutes an Academic Offence and the Academic Offences Policy and Procedure. |
| M.9 | GRADUATION AND DIPLOMAS | |
| | M.9.1 | A sample of the proposed Joint degree is attached hereto for approval but shall not be included in the public distribution of this agreement or otherwise posted online in order to ensure the security of the document |
| | M.9.2 | As the degree-granting institution enjoying the recognition of the Ministry of Higher Education of its Headquarters State, EUCLID, shall have sole responsibility for printing and delivering the degrees, diplomas, certificates and transcripts. When applicable, EUCLID and COMESA-LLPI shall work together to arrange graduation ceremonies related to the Program. |
| M.10 | THE APPOINTMENT AND ROLE OF EXTERNAL EXAMINERS | |
| | M.10.1 | If deemed useful or necessary by the Parties, the appointment and role of the External Examiner shall be in accordance with EUCLID's policy for External Examiners. The Course Director (or "Principal Faculty") shall be responsible for ensuring such appointment on the School's recommendation. |
| M.11 | QUALITY ASSURANCE | |
| | M.11.1 | The Program will be subject to the normal quality assurance policies and procedures as laid out in EUCLID's Academic Standards as well as other internal Procedures, Policies and Processes. |
| M.12 | RESOURCES AND INTELLECTUAL PROPERTY RIGHTS | |
| | M.12.1 | The establishment of IPR relating to academic content would remain with the University responsible for delivery of that module. Where existing copyright |



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| | | material is used, this must be acknowledged. |
| | M.12.2 | COMESA-LLPI shall provide access to its Journal and Publications to the program faculty and students, subject to strict copyright control and restrictions, with no right to use or keep the said resources upon completion of the program. |
| M.13 | FINANCIAL ARRANGEMENTS | |
| | M.13.1 | Applicants in the Joint EUCLID COMESA-LLPI MBA program shall pay the usual EUCLID fees plus USD 1,000 directly to COMESA-LLPI, as part of the Initial Admission Fee. |
| | M.13.2 | COMESA-LLPI-related or appointed faculty members shall sign the standard EUCLID consulting faculty agreement and shall be finally compensated under its terms. |
| M.14 | LEGAL JURISDICTION | |
| | M.14.1 | Because the Parties are both intergovernmental treaty-based organizations, this agreement is subject to the rules of international law. |
| | M.14.2 | Every effort shall be made to resolve any dispute amicably, but in case of persistent disagreement, each Party may resort to the right of arbitration by cassation (referral to a third-party international arbitrator) hereby granted to the Ministry of Higher Education of the Republic of The Gambia. |
| | M.14.3 | Both Parties also acknowledge that each is subject to the provisions of its own intergovernmental charter as well as to those of its Headquarters Agreement. |
| M.15 | INDEMNIFICATION | |
| | M.15.1 | Each party agrees to indemnify, defend and hold harmless the other against any cost, claim or damage resulting from the negligence or willful misconduct of the indemnifying party, except to the extent resulting from the negligence or willful misconduct of the other party. |
| M.16 | FORCE MAJEURE | |
| | M.16.1 | No Party shall be responsible to the other Party for any delay in performance or non-performance due to Force Majeure, but the affected Party shall promptly upon occurrence of any such causes inform the other Party, stating that such cause has delayed or prevented its performance hereunder and thereafter such Party shall take all action within its power to comply with the terms of this Agreement as fully and promptly as possible. |
| | M.16.2 | If the Force Majeure in question prevails for a continuous period in excess of one month, the Parties shall enter into discussions with a view to alleviating its effects or to agree reasonable alternative arrangements. |
| M.17 | EQUAL OPPORTUNITIES | |
| | M.17.1 | Both Parties acknowledges that EUCLID will not discriminate or permit discrimination against any person connected to this agreement or the programs that form this agreement in accordance to its own policies. In this regards, both Parties acknowledge and accept that EUCLID operates under the oversight of the Ministry of Higher Education, Research, Science and |



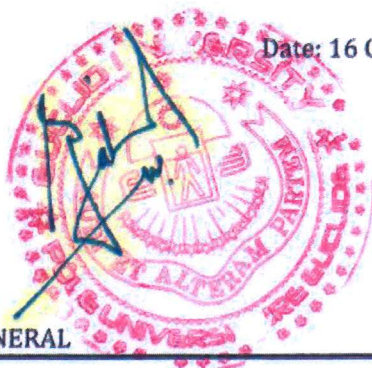
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| | | Technology of The Gambia and under the terms of its Headquarters Agreement. |
| M.18 | SUSPENSION TO AND WITHDRAWAL FROM THE PROGRAM | |
| | M.18.1 | Should either of the Partners wish to withdraw from the agreement, then they should provide a written notice of intent to withdraw from the agreement no later than 12 months prior to the desired date of withdrawal. |
| | M.18.2 | Nevertheless, both partners are committed to ensuring to students still registered on the program such provision and support as specified in this agreement. The termination of the agreement must not compromise the possibility for students remaining on the program to complete their studies in a manner comparable to that of the previous cohorts. |
| | M.18.3 | EUCLID and COMESA-LLPI have an obligation to fulfill their commitment to enrolled students. |
| | M.18.4 | Upon termination of this agreement <ul style="list-style-type: none"> • all promotion of the program shall cease, • no new students shall be admitted to the program, • any outstanding monies owed by either party to the other shall become immediately payable. • All property, including intellectual property, belong to a party and held by the other party shall be returned upon request. |
| M.19 | DURATION OF THE AGREEMENT AND REVIEW ARRANGEMENTS | |
| | M.19.1 | The agreement is established for an initial period of 5 years from the date signed below and is subject to review in the 12 months prior to the potential date of renewal. |
| | M.19.2 | Either party may withdraw from this agreement by providing written notice - by recorded delivery - of at least one year to the other party. Upon termination of this agreement any student who has already received an offer from EUCLID will be accepted onto the program. |
| M.20 | ENTRY INTO FORCE | |
| | M.20.1 | It is deemed that this MOA is governed by the Vienna Convention on the Law of Treaties between States and International Organizations or between International Organizations (1986). |



Agreed on Behalf of EUCLID

Date: 16 October 2015

SIGNED



PRINT NAME: SYED ZAHID ALI
PRINT TITLE: SECRETARY-GENERAL

Agreed on Behalf of COMESA-LLPI

Date:

22nd October 2015

SIGNED

A handwritten signature in blue ink, appearing to read "Mwinyihija", written over a horizontal line.

PRINT NAME: PROF. MWINYIKIONE MWINYIHIIJA
PRINT TITLE: EXECUTIVE DIRECTOR



**ACKNOWLEDGEMENT OF RECORDING AT THE MINISTRY OF HIGHER EDUCATION,
RESEARCH, SCIENCE AND TECHNOLOGY OF THE GAMBIA**

Date:

PRINT NAME: DR CHERNO OMAR BARRY
PRINT TITLE: PERMANENT SECRETARY