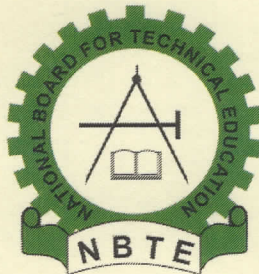


# MEMORANDUM OF UNDERSTANDING

between



**National Board for Technical Education (NBTE)**

Kaduna, Nigeria

and



**Islamic University of Technology (IUT)**

A subsidiary organ of the Organisation of Islamic Cooperation (OIC)

Board Bazar, Gazipur, Bangladesh

February 2023

## Memorandum of Understanding (MoU)

**National Board for Technical Education (NBTE)** established by the Federal Government of Nigeria by Act 9 of January 1977. The functions of the Board covers accreditation of academic programmes in all Technical and Vocational Education Institutions and recommend the establishment of private Polytechnics and Monotechnics in Nigeria (hereinafter referred to as the “**First Party**” or “NBTE”);

And

**Islamic University of Technology (IUT)**, an international university and a subsidiary organ of the Organisation of Islamic Cooperation (OIC), is located at Board Bazar, Gazipur 1704, Bangladesh, (hereinafter referred to as the “**Second Party**” or “**IUT**”, which expression, unless repugnant to the context, shall include its successors-in-interest, assignees, nominees, administrators, officers, and legal representatives).

NBTE and IUT are collectively referred to as “**parties**” or individually as “**party**”.

### PREAMBLE

#### WHEREAS

- a. The National Board for Technical Education (NBTE) is interested in collaborating with IUT on a variety of areas of mutual interest;
- b. IUT and NBTE agree in principle as educational institutions to collaborate in order to advance their interests which are expected to positively impact education in both countries;

Now, therefore, in line with principles of equality, voluntary participation, trustworthiness and mutual benefits parties agree as follows;

### ARTICLE I

#### OBJECTIVE

This Memorandum of Understanding intends to provide a framework for cooperation in order to foster direct and indirect collaboration and the exchange of knowledge and expertise that may aid in the realization of the technical teachers' training and TVET development in both Nigeria and Bangladesh.



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## ARTICLE II

### AREAS OF COOPERATION

- 2.1 Each party shall endeavor to take necessary steps to encourage and promote cooperation in the following areas:
- (a) Demand-based training on TVET, National Vocational and Technical Qualification Framework, etc. both in-person and online mode;
  - (b) Joint research activities based on experimental and simulation as well as promoting research publications;
  - (c) Thesis supervision at graduate level;
  - (d) Academic staff exchange programme;
  - (e) Exchange of management staff;
  - (f) TVET Curriculum development;
  - (g) Organization of seminars, workshops, webinars and short courses;
  - (h) Exchange information and publication;
  - (i) Sharing of research facilities between the parties;
  - (j) Exchange of best practices on the implementation of competence-based training;
  - (k) Language (French/ English/Arabic) skills development programme;
  - (l) Any other activities which are mutually agreed by both parties in future.
- The term of such mutual cooperation of each programme and activity enumerated above are not exhaustive and the parties may agree to include such other programmes or activities as may be necessary and identified later which shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of the particular programme or activity and such shall be negotiated as required.
- 2.2 For the purpose of materializing the cooperation in respect of any areas stated in paragraph 2.1, the parties will enter into a legally binding agreement subject to terms and conditions as mutually agreed upon by the parties.

## ARTICLE III

### PROGRAMS/PROJECTS

- 3.1 Upon identification of a specific project, parties shall agree on how to implement it by determining the objective and scope of the project, as well as the role of each party and the proposed implementation plan.
- 3.2 For purposes of paragraph 3.1 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 MoU, 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.

- 3.3 Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this MoU.

#### **ARTICLE IV**

##### **PROJECT FINANCING**

- 4.1 Each program/project agreed to for implementation must have been approved in writing by both parties prior to its implementation;
- 4.2 Prior to the implementation of a program/project, parties shall agree in writing on the cost of the implementation;
- 4.3 Parties shall agree in writing on the source of funding and the party to administer the project budget on a case-by-case basis.

#### **ARTICLE V**

##### **RELATIONSHIP BETWEEN PARTIES**

- 5.1 The relationships of parties will be independent entities and nothing in this MoU will be constructed to constitute either party as an employee or agent of the other;
- 5.2 Consequent to the foregoing, neither party will have the authority to act for or to bind the other party in any way, to make representations or warranties or to execute agreements on behalf of the other party, or to represent that in any way responsible for the acts or omissions of the other party.

#### **ARTICLE VI**

##### **PROFESSIONALISM**

- 6.1 Each party will uphold the highest degree of professionalism, commitment and honesty to ensure that the image of the parties is upheld.

#### **ARTICLE VII**

##### **DISPUTE RESOLUTION**

- 7.1 In the event of any dispute and/or misunderstanding arising from the interpretation or implementation of this MoU, the parties irrevocably agree to resolve the dispute and/or misunderstanding amicably by consultations and consensus between the parties.



## ARTICLE VIII

### NOTICES

- 8.1 Any communication between the parties under this MoU will be in writing in the English language and delivered by registered mail to the address or courier services or sent to the electronic mail address or facsimile number of NATIONAL BOARD FOR TECHNICAL EDUCATION (NBTE) or the ISLAMIC UNIVERSITY OF TECHNOLOGY (IUT), as the case may be, shown below or to such other address or electronic mail address or facsimile number as 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 or facsimile number which is duly acknowledged:

National Board for Technical Education (NBTE)  
Plot B Bida Road, PMB 2239  
Kaduna  
Nigeria  
Tel : +2348027911115  
Fax :  
E-Mail : es@nbte.gov.ng;

Islamic University of Technology (IUT)  
Board Bazar, Gazipur-1704, Bangladesh  
Tel : +8802-996691250, 996691252  
Fax : +8802-996691260  
E-mail : vc@iut-dhaka.edu

## ARTICLE IX

### TERMINATION

- 9.1 Either party may terminate this MoU with six (6) months written notice to the other party. In event this MoU is terminated while a project is ongoing, the parties hereby agree that such ongoing project shall be implemented to completion before any such termination may take effect, except where continuing an ongoing project could cause either parties to be in breach of any legal obligation or upon the occurrence of a force majeure event which lasts more than 30 days during which time either party has been unable to perform its obligation under a project.
- 9.2 Early termination of this MoU shall be without prejudice to any and all rights and obligations of the party's occurred prior to termination.

## **ARTICLE X**

### **AMENDMENTS**

- 10.1 Parties agreed not to make any amendments or add any new areas of cooperation to this MoU without obtaining the written approval of the other party.

## **ARTICLE XI**

### **CONFIDENTIALITY**

- 11.1 Each party shall keep confidential any information, documents, materials, notices and communications whether written or oral, under this MoU or concerning the other party and shall not divulge the same to any third party save in respect of disclosure.
- 11.2 To a representative of the party who is working to further the objectives of this MoU and/or to whom disclosure is essential for the party to perform its obligations under this MoU. The disclosure has been agreed to in writing and in advance by the other party and to the extent required by the laws of both countries.

## **ARTICLE XII**

### **DATA PROTECTION**

- 12.1 Both parties agree to securely store all data (personal, sensitive, institutional and organ data) received or processed in relation to this MoU. The parties further agree that they shall only use or otherwise process such data for a lawful purpose and in accordance with the objectives of this MoU.

## **ARTICLE XIII**

### **ANTI-CORRUPTION MEASURES**

- 13.1 The parties shall each comply with all laws, regulations, rules, codes of conduct and codes of practice applicable to it respectively from time to time in carrying out any activities contemplated by this MoU, including without limitation any such laws regulations, rules, codes of conduct (etc.) relating to anti-money laundering, anti-bribery and anti-corruption and shall not:
- a) Incur any expenditure for any unlawful purposes in connection with any activities contemplated by this MoU; nor
  - b) Make any offer, payment or promise to pay money or to give anything of value to any government official, political party or any other person with a view to influencing any action or decision of such person; nor
  - c) Commit or consent to or participate in any other way in any act of bribery.



## ARTICLE XIV

### ENTIRE AGREEMENT

- 14.1 This MoU represents the entire understanding between the parties in relation to the subject matter (whether oral or written) matter hereof and supersedes any or all previous agreements or arrangements between the parties in respect. Parties confirm that they have not entered into this MoU on the basis of any representation that is not expressly incorporated in this MoU.

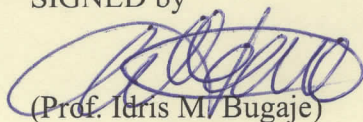
## ARTICLE XV

### TERM

- 15.1 This MoU shall take effect on the signature date and shall continue in effect for a period of five (5) years unless terminated earlier by either party. The term of this MoU may be renewed at any time upon written agreement between the parties.

This MoU is made in duplicate and signed on 14/02/2023 **IN WITNESS WHEREOF** the undersigned duly authorized by their respective institutions have signed this MOU:

SIGNED by



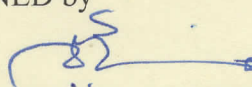
(Prof. Idris M. Bugaje)

Executive Secretary

For and on behalf of

National Board for Technical Education (NBTE)  
Kaduna, Nigeria

SIGNED by



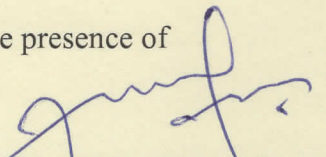
(Prof. Dr. Mohammad Rafiqul Islam)

Vice Chancellor

For and on behalf of

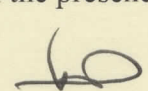
Islamic University of Technology (IUT)  
Board Bazar, Gazipur, Bangladesh

In the presence of

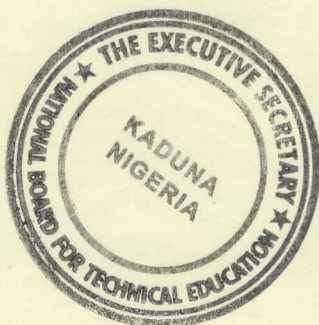


1. Mr Yusuf Suleiman Mohammed  
Deputy Director, NBTE, Nigeria

In the presence of



1. Dr. Omar Jah  
Pro Vice Chancellor, IUT



2. Prof. Dr. Md. Shahadat Hossain Khan  
Head, TVE Department, IUT

3. Prof. Dr. Muhammad Mahbub Alam  
Head, Office of IAEC, IUT