



MEMORANDUM OF UNDERSTANDING

between

CAFRAD (African Training and Research
Centre in Administration for
Development)

and

EUCLID (Euclid University)

in connection with

Cooperation to further their mutual interests in technology
transfers, training and research, and as a contribution to
increased international cooperation

March 2015



M.1

MEMORANDUM OF UNDERSTANDING (MoU)

- M.1.1.** This Memorandum of Understanding (MoU) is made between **EUCLID (Euclid University)**(hereinafter called EUCLID), an intergovernmental organization having its international headquarters at Brusubi Phase 2, Senegambia Hwy, Brufut, (PMB 819, Brusubi), Greater Banjul, The Gambia which expression shall where the context so admits include its successors and permitted assigns of other part.

AND

- M.1.2** **African Training and Research Centre in Administration for Development (CAFRAD)** (hereinafter called CAFRAD), an intergovernmental organization having its international headquarters at Bd. Mohammed V, Pavillon International, Tangiers, Morocco, which expression shall, where the context so admits, include its successors and permitted assigns of the other part.

M.2

PREAMBLE

- M.2.1** WHEREAS CAFRAD works with objectives to support and develop Public Administration in its Member States and throughout Africa;
- M.2.2** WHEREAS Euclid University (hereinafter called EUCLID) is among the world's few intergovernmental universities, and specializes in government capacity building through online / distance programs ;
- M.2.3** WHEREAS both CAFRAD and EUCLID are convinced of the mutual benefits of undertaking collaborative activities in furtherance of their mutual interests in training and research, and as a contribution to increased international co-operation related to Public Administration and Policy (hereinafter called **ACTIVITY**) ;
- M.2.4** WHEREAS both CAFRAD and EUCLID hereby agree to implement, within the framework of the regulations applying in each of the institutions and subject to the availability of resources, the following programmes and activities:
- I. Joint research activities
 - II. Participation in seminars and academic meetings
 - III. Exchange of publications, academic materials and other information
 - IV. Training
 - V. Technology transfer
 - VI. Consultancy Services
 - VII. Staff exchange

Now, therefore, in consideration of the mutual covenants hereinafter contained, the Participants hereto agree as follows:

M.3

SCOPE OF THE MoU

- M.3.1** This umbrella MoU details the rights and obligations of the Participants hereto, pertaining to the ACTIVITY.



- M.3.2** The MoU shall serve as the basis for the various activities to be undertaken jointly by EUCLID and CAFRAD for the development of higher education and capacity building related to Public Administration in Africa.

M.4 **DEFINITIONS/ACRONYMS**

- M.4.1** "EUCLID " means Euclid University
- M.4.2** "CAFRAD" means the African Training and Research Centre in Administration for Development
- M.4.3** "CAFRAD Member States" are Algeria , Angola , Benin, Burkina Faso, Burundi, Cameroun, Cape Verde , Congo, Côte d'Ivoire, Djibouti, Gabon, (The) Gambia, Ghana, Guinea (Conakry), Guinea Bissau, Guinea Equatorial, Liberia , Libya, Madagascar, Mali, Morocco, Mauritania, Namibia, Niger, Nigeria, Central African Republic , Democratic Republic of Congo, Sao Tome & Principe, Senegal, Sierra Leone, Somalia, Sudan, South Africa, Chad, Togo, Tunisia, Zambia, Zimbabwe
- M.4.4** "IP" means Intellectual Property
- M.4.5** "MoU" means Memorandum of Understanding
- M.4.6** "Party" or "Participants" refer to the EUCLID and/or CAFRAD and other institutions that mutually agreed to by both Participants.

M.5 **GENERAL RESPONSIBILITIES OF CAFRAD&EUCLID and AREAS OF COOPERATION**

- M.5.1** EUCLID and CAFRAD agree to cooperate with each other through their appropriate organs with respect to all matters of common interest that arise in the fields of Public Administration sector in general.
- M.5.2** CAFRAD shall endeavor to build capacity for African countries at various levels within the Public Administration value chain.
- M.5.3** EUCLID and CAFRAD will cooperate in the areas of research, training, technology transfer, consultancy, exchange of programs, development of the Public Administration sector and other regional and international programs, preferably with written protocols and agreements.
- M.5.4** EUCLID and CAFRAD will cooperate to jointly develop and administer distance-learning programs, for example an online Master's degree program in Public Administration Commerce and Industry, with the recognition and support of the Ministry of Higher Education of The Gambia and the benefit of EUCLID's membership in the Association of African Universities.
- M.5.5** EUCLID and CAFRAD will give due consideration to consultancy and extension services in the Public Administration sector and other cross-cutting issues, *inter alia*:
- a) Advice on issues of technology transfer
 - b) Promote and sustain training programs related to Public Administration and Policy
 - c) Promote capacity building in the Public Administration and Policy sector, especially in Africa



- d) Promote adoption of proven public policies fostering sustainable economic development and good governance
 - e) Standardization and certification of Public Administration processes.
- M.5.6** EUCLID and CAFRAD will concert and coordinate their efforts in the areas of information collection, analysis and dissemination of activities in the following fields:
- a. Policy analysis
 - b. Human resources development
 - c. Information technologies
 - d. Any other areas of interest to the Public Administration sector.
- M.5.7** EUCLID and CAFRAD shall engage in consultations with a view to selecting the best means of ensuring that their activities in matters of common interest are fully effective.
- M.5.8** EUCLID and CAFRAD may, in appropriate cases, agree to convene under their auspices, according to arrangements to be made in each particular case, joint meetings concerning matters of mutual interest. The manner in which, measures proposed by such joint meetings may be put into effect will be determined by the two Participants.
- M.5.9** In appropriate cases, meetings convened by either EUCLID or CAFRAD may call for the cooperation and participation of the other party.
- M.5.10** EUCLID and CAFRAD may, through special arrangements, decide upon joint action with a view to attaining objects of common interest. These arrangements shall define the ways and means in which each of the two organizations shall participate in this action and shall specify the financial commitment, if any, that each is to assume.
- M.5.11** EUCLID and CAFRAD, when they consider it desirable, shall set up joint commissions, committees or other bodies, on conditions to be mutually agreed in each case, to advise them on matters of common interest. Joint studies may be undertaken by EUCLID and CAFRAD, and joint programs and projects established and implemented between them.
- M.5.12** EUCLID and CAFRAD will concert their efforts to obtain the best use of Public Administration sector data and information and to ensure the most effective utilization of their resources in the collection, collating, analysis, publication and dissemination of such information.
- M.5.13** EUCLID and CAFRAD, through their designated officials, shall make appropriate administrative arrangements to ensure effective cooperation and liaison between the two Participants.
- M.5.14** EUCLID and CAFRAD, through their designated officials, shall consult with each other upon matters arising out of the present Agreement.
- M.5.15** EUCLID and CAFRAD, through their designated officials, may make such supplementary administrative arrangements for the implementation of this Agreement as may appear desirable in the light of experience.
- M.5.16** EUCLID and CAFRAD shall coordinate activities that are jointly undertaken in pursuit of the objectives of the MoU. EUCLID and CAFRAD, considering the other organization as an "official partner," will after signature post this MoU on their respective websites and list the other participant as an MoU Participant / Official Partner with authorized used of



their respective logos for this purpose of information and mutual support. A copy of this MoU shall be officially transmitted for information and reference to the Ministry of Higher Education, Research, Science and Technology of the Republic of The Gambia.

M.6

RESPONSIBILITIES OF EUCLID

- M.6.1** EUCLID shall execute and document activities that are undertaken in pursuit of the objectives of the MoU.
- M.6.2** EUCLID shall maintain a database of information, records and activities related to the objectives of this MoU.
- M.6.3** EUCLID shall provide required technical support to CAFRAD for successful implementation of joint projects, program and activities for sustained sectoral development.
- M.6.4** EUCLID shall support such initiatives by CAFRAD by way of provision of necessary information / data etc.

M.7

RESPONSIBILITIES OF CAFRAD

- M.7.1** CAFRAD shall prepare feasible projects, programs and activities for sustained Public Administration sector development in Africa and will mobilize resources to this effect.
- M.7.2** CAFRAD shall provide required support to EUCLID for successful implementation of joint projects, programs and activities
- M.7.3** CAFRAD shall coordinate meetings, document activities and maintain database of information and activities jointly undertaken to support Public Administration in accordance with its mandate.
- M.7.4** CAFRAD shall enhance its mandated Public Administration sector development activities that encompass:
- Human Resources Development, e.g. Capacity Building
 - Policy Research
 - Diplomacy and International Relations
 - Information Collection and Dissemination
 - Regional Integration, Gender parity and other Cross-Cutting Issues.
- M.7.5** CAFRAD shall promote, provide, initiate, coordinate, organize, prepare and implement identified activities for the benefit of its Member States.
- M.7.6** CAFRAD may solicit funding support from regional and international bodies for carrying out actionable programs for the development of the Public Administration sector.



M.8**EFFECTIVE DATE, DURATION AND TERMINATION OF MoU**

- M.8.1** The MoU shall be effective for FIVE years from the date of its signing (hereinafter called EFFECTIVE DATE).
- M.8.2** The period of completion of ACTIVITY can however be extended to such further periods as may be required as well as mutually agreed to, without any additional obligation on both sides.
- M.8.3** During the tenure of the Agreement, Participants hereto can terminate the Agreement for breach of any of the clause of the Agreement by giving a three-month notice in writing to the defaulting party. Failure of either party to terminate the Agreement on account of breach or default by the other shall not constitute a waiver of that party's right to terminate this Agreement

M.9**INTELLECTUAL PROPERTY**

- M.9.1** No rights of any kind whatsoever in any invention, copyright, trade secret, or any other form of intellectual property are granted or transferred under this MoU. No IP is envisaged to be generated under this MoU. However, in the event of generation of any IP from this MoU or under the branched-out activities of this MoU, the rights of the IP shall be shared by CAFRAD and EUCLID jointly. The sharing of IP shall be governed by a separate MoU.
- M.9.2** Any publication emerged from the activities covered under this MoU shall be made jointly by **CAFRAD** and **EUCLID** and shall bear the names of the authors contributed to the same from both sides.

M.10 FUNDS

- M.10.1** This MoU shall not be used to obligate or commit funds. As the need may arise, specific work statements and details of support to be furnished by each of the Participants to this MoU, will be developed separately from this MoU in specific agreements or contracts, subject to the availability of funds. No proposal or contract, purporting to commit either Party to perform any work, shall be binding upon that Party without the expressed written approval of Participants who are duly authorized to issue such agreements and contracts.

M.11**DISPUTE SETTLEMENT**

- M.11.1** The Participants shall attempt in good faith to resolve any controversy or dispute arising out of or relating to this MoU or the scope, breach, termination or validity thereof.

M.12**ASSIGNMENT**

- M.12.1** Neither party shall assign any of its rights and obligations under this MoU without the prior consent of the other party.



M.13

AMENDMENTS

- M.13.1** No amendment or modification of the MoU shall be valid unless the same is made in writing by both the Participants or their authorized representatives and specifically stating the same to be an amendment of the MoU. The modification shall be effective from the date on which they are executed, unless otherwise agreed to.

SIGNATURES AND OFFICIAL SEALS

IN WITNESS THEREOF, the Participants hereto have offered their signatures:

Date: 10 March 2015

Date: 11 March 2015

For EUCLID
Banjul, Gambia

For CAFRAD
Tangiers, Morocco



MR. SYED ZAHID ALI
Secretary-General



DR. STÉPHANE MONNEY MOUANDJO Executive
Director