



**Signature of the EUCLID Instrument of Participation
and Approval by the Government of Gambia**



H.E. Minister of Higher Education Dr. Mamadou Tangara

2012

Signed in: Banjul

EUCLID

INSTRUMENT OF PARTICIPATION AND APPROVAL GOVERNMENT OF THE GAMBIA



WHEREAS the constitutive agreements “OPEN MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE PARTICIPATING EUCLID PARTIES REGARDING THEIR PARTICIPATION IN THE EDUCATIONAL FRAMEWORK DEFINED HEREIN” and “UPDATED FRAMEWORK AGREEMENT REGARDING THE PARTIES’ PARTICIPATION IN EUCLID AS CONSTITUTED AND DEFINED HEREIN” (which are governed by international law and registered with the United Nations as I-49006/7) have already been approved by several states between 2008 and 2011,

AND WHEREAS the said agreements have now been approved on behalf of the Government of the Gambia on this day so as to initiate the Participation of the Gambia in the EUCLID framework, EUCLID being an international intergovernmental organization,

NOW THEREFORE I, the undersigned Minister duly authorized thereto, declare that the Government of the Gambia, having considered the above-mentioned agreements, approves the same, having taken note of the rights and obligations therein contained.

Furthermore, we hereby confirm that: Mamadou K. Touray is hereby appointed as National Point of Contact to coordinate the program and validate admissions, and also that (1) EUCLID, as an international organization, is authorized to appoint a legal representative in the Gambia to assist with the coordination of these activities, (2) the Gambia has an adequate system of postsecondary approval system meeting accepted international standards, which applies to these programs, (3) the degrees issued by EUCLID in accordance to its charter, upon completion of the required coursework will be legally valid for use within the Gambia by the program graduates.

IN WITNESS WHEREOF, I have signed this instrument of participation and approval in English at Banjul on 15th/07/2012

Signature and stamp:

BASIC TEXTS AS APPROVED

OPEN MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE PARTICIPATING EUCLID PARTIES REGARDING THEIR PARTICIPATION IN THE EDUCATIONAL FRAMEWORK DEFINED HEREIN

The Participating Parties,

Building on various Euclid-related agreements signed in 2005, 2006 and 2007;

Seeking to promote the Sustainable Development of their nations, especially by promoting accessibility to higher education for special service groups such as Women, eligible government officials and staff, as well as for the general public;

Have agreed as follows:

Article I

The Parties are participating in EUCLID (also properly called Pôle Universitaire Euclide and Euclid University) which has legal personality, not-for-profit status, and such capacities as may be necessary to exercise its functions and fulfill its objectives.

In order to ensure the international usefulness of the programs offered, EUCLID is chartered to confer diplomas, degrees and completion certificates accredited by the ministries of Education of the Participating Parties. EUCLID, a member of the Euclid University Consortium, receives the mandate to facilitate universal access to higher education and to foster the acquisition of knowledge and competencies under the supervision of the ministries of Education and Foreign Affairs of the Participating Parties.

Article II

The Participating Parties shall not be required to provide financial support to EUCLID beyond voluntary contributions, nor shall they be responsible, individually or collectively, for any debts, liabilities or obligations of the institution.

Article III

EUCLID's operations are regulated by its statutes which are posted officially at www.euclidconsortium.org/statutes.pdf

Article IV

Any State or intergovernmental organization may at any time notify the EUCLID Executive President of its request to participate in the organization. If the request is approved, participation will become effective 15 days after the date of deposit of the proper instrument.

Article V

This MOU can be changed or added to by mutual agreement of the Parties, the EUCLID Executive President acting as depository of all revisions.

Article VI

This multilateral and open MOU takes effect on the date of signing and continues for each Party until it declares its intent to terminate its participation by providing to the EUCLID Executive President a written notification no less than six months prior to the termination of its participation.

Should this MOU be terminated for any reason in accordance with the procedures outlined above, the Parties can continue with any activity initiated before the termination of this Memorandum.

DONE at Genève of _____ in duplicate, in the English or French language (both texts having equal force).

**UPDATED FRAMEWORK AGREEMENT REGARDING THE PARTIES' PARTICIPATION
IN EUCLID AS CONSTITUTED AND DEFINED HEREIN**

The Participating Parties,

Building on the results of various agreements signed between 2005 and 2008;

Seeking to promote the Sustainable Development of their nations, especially by promoting accessibility to higher education for special service groups such as women, eligible government officials and staff, as well as for the general public;

Have agreed as follows:

Article I

The Parties are and shall continue to participate in EUCLID (Euclid University) (also properly called Pôle Universitaire Euclide) which already has and shall continue to have international legal personality, not-for-profit status, and such capacities as may be necessary to exercise its functions and fulfill its objectives. EUCLID (Euclid University) already is and shall continue to be eligible for intellectual property protection by the World Intellectual Property Organization under Article 6ter of the Paris Convention.

In order to ensure the international usefulness of the programs offered, EUCLID already is and shall continue to be chartered to confer diplomas, degrees and completion certificates accredited by the ministries of education of the Participating Parties. EUCLID, a member of the Euclid Consortium, receives the ongoing mandate to facilitate universal access to higher education and to foster the acquisition of knowledge and competencies under the supervision of the ministries of Education and Foreign Affairs of the Participating Parties.

Article II

The Participating Parties shall not be required to provide financial support to EUCLID beyond voluntary contributions, nor shall they be responsible, individually or collectively, for any debts, liabilities or obligations of the institution.

Article III

EUCLID's operations are and shall continue to be regulated by its statutes (considered as Annex) which are posted officially at www.euclid.int/statutes.pdf

Article IV

Any State or eligible entity may at any time notify the EUCLID Secretary General (formerly also designated as Executive President) of its request to participate in the organization. If the request is approved, participation shall become effective 15 days after the date of deposit of the proper instrument.

Article V

This framework agreement can be modified by mutual agreement of the Parties, the EUCLID Secretary General acting as depositary for Article 102 registration with the UN Secretariat General.

Article VI

This multilateral and open memorandum renews and updates the previous agreement already approved by 8 Participating Parties and it shall enter into force on the date of signature by two Parties. It shall continue for each Party until it declares its intent to terminate its participation by providing to the Secretary General a written notification no less than six months prior to the termination of its participation.

Should this agreement be terminated for any reason in accordance with the procedures outlined above, the Parties can continue with any activity initiated before its termination.

DONE at Geneva _____ of _____ in duplicate, in the English or French language (both texts having equal force).