MEMORANDUM

OF UNDERSTANDING

For

COLLABORATION

BETWEEN

BRITISH AMERICAN UNIVERSITY

FLORIDA, USA

www.bau-edu.us

&

INFORMATION AND COMMUNICATIONSUNIVERSITY

ZAMBIA

https://www.icuzambia.net

SEPTEMBER, 2024

Agreement

This Agreement made and entered into in Florida, USA this 18th day of September 2024 between **British American University** established under the Laws of Florida, USA (hereinafter referred to as "Party A")**,** which expression shall, unless repugnant to the context or meaning thereof, be deemed to include Party A's heirs, legal representatives, executors, administrators, successors, and assignees) of the ONE PART and **Information and Communication University, Zambia** established under the Laws of the Republic of Zambia(hereinafter referred to as "Party B") which expression shall, unless repugnant to the context or meaning thereof, be deemed to include Party B's heirs, legal representatives, executors, administrators, successors and assigns) of the OTHER PART

WHEREAS:

1. Party A holding the authority from the government of the USA to operate as an educational institution in the United States of America or elsewhere desires to collaboratewith Party B, andParty Bholding the authority from the government of Zambia to operate as an educational institution in Zambia or elsewhere desires to collaborate with Party Ain pursuant of common purposes of both Parties jointly and severally under the terms and conditions hereinafter set forth,

2. Party A and Party B have therefore agreed to collaborate/cooperate with the major objective of providing quality educational opportunities (academic and professional) for domestic and overseas students; and for the benefit of both Parties jointly and severally within the Laws guiding the practice of education in United States of America and the Republic of Zambia.

THEREFORE, based upon the foregoing and the Covenants and Agreements set forth below, it is hereby agreed between both Parties as follows:

1 Grant of Authority

1.1 Upon signing of this Agreement by both Parties, Party Ashall becomean officially***Approved Collaborator*** of Party B; and Party B shall become an officially ***Approved Collaborator*** of Party A.

2 Mutual and Reciprocal Recognition of Credits

2.1 The Degree Certificates issued by Party A shall be officially recognized by Party B, andthe Degree Certificates issued by Party B shall be officially recognized by Party A.

2.2 Credit units earned by students from Party A shall be transferable, and acceptable, for admission into the corresponding programs of Party B and vice versa; there shall be mutual and reciprocal recognition of credit transfers between both Parties.

2.3 A student of one Party may transfer his/her credits to the other Party to for the award of the degree Certificate of that other Party.

3 Joint DegreePrograms

3.1 Both Parties may decide to award joint degrees on terms and conditions as may be jointly agreed from time to time.

3.2 One Party may unilaterally use the facilities of the other Party for teaching and learning purposes on terms and conditions to be jointly decided by both Parties.

4 Dual Degree Programs

4.1 Both Parties may decide to award separate degrees on related programs to the same student concurrently; that is, for example, after the completion of a degree program in Business Administration by a student in Party A, Party A shall award the student Bachelor of Science (BSc) degree in Business Administration while at the same time, Party B may award the same student Bachelor of Science (BSc) degree in Marketing or Bachelor of Commerce (B. Com) degree, and vice versa.

5 Study Abroad Programs

5.1 A students may commence a program at Party A's campus and proceed to round it up at Party B's campus, towards the award of Party A's degree Certificate and vice versa.

5.2 A students may commence a program at Party A's campus, proceed to Party B's campus for a year or less, and return to Party A's campus to complete the program, and vice versa.

5.3 A student may commence and finish an entire program at one Party's campus towards the award of a degree of the other Party.

6 Staff Exchange and Collaborative Research Program

6.1 There shall be staff exchange programs between the Parties in which the staff of one Party shall serve as visiting staff of the other Party for a year or less under the terms and conditions to be jointly determined by both Parties.

6.2 There shall be Collaborative Research/Joint Publications like books, monographs, Journals, and/or Research Reports between the staff of both Parties.

7 Marketing, Promotion,and Publicity

7.1 Both Parties agree that marketing,promotion,and/or publicity of this Agreement shall be done jointly and severally; each Party will promote this Agreement on its website, flyers, billboards, and other channels.

7.2 Both Parties agree that each Party may engage in local and International advertising and may refer to themselves as acollaborator of each other using the appropriate Logo, Trademark, Name, and/or any other marketing collateral of each other in advertisement or promotion relating to each other or any of theirrespective programs.

7.3 All expenses incurred concerning local, regional, or international Advertising by a Party shall be the sole cost and responsibility of the Party and vice versa.

7.4 Both Parties shall cooperate to market this Agreement to prospective candidates in their respective various localities.

8 Discriminatory Practices

8.1 Both Parties agree not to discriminate based on religion, race, creed, nationality or ethnicity, sex, age, disability, political affiliation, sexual orientation,status as a veteran, or any other form of subjectivities.

9 **Indemnity**

9.1 Each Party shall indemnify and keep the other Party indemnified from and against all claims and actions arising from any negligent act or omission on the part of the first mentioned Party or its employees, agents, contractors, or consultants in connection with this Agreement; each of the Parties hereto covenants and agrees to maintain their respective financial obligations on a current basis.

9.2 Each Party hereby agrees to indemnify, defend, and hold harmless the other Party from and against all claims,demands, suits, costs, and expenses, including attorney's fees, in connection with or arising out of the operations of the program conducted by the Party.

9.3 Ifone Party becomes a Party to any litigation in which the other Party is named as a Party, the other Party may retain its counsel to represent it, at the sole cost and expense of the first Party.

9.4 The indemnity given under this clause shall survive the termination or expiration of this Agreement.

10 **Relationship of Parties**

10.1 Both Parties agree that it is not their intention that this Agreement creates any partnership, agency, or other relationship between them under which either Party might be deemed responsible for the acts or omissions of the other Party and this Agreement shall not be construed to be to render the Parties liable as partners.

10.2 Notwithstanding anything in this Agreement, a Party shall at no time underwrite or guarantee or be in any way directly or indirectly responsible or deemed to be responsible for all or any of the debts, liabilities, or obligations incurred by the other Party from time to time

10.3 Party A and Party B are each independent contractors. They are not and shall not be considered as joint ventures. Neither shall they have the authority to bind or obligate the other except as expressly outlined in this Agreement.

10.4 Except as otherwise provided herein, neither Party to this Agreement shall have the authority to hire, fire, or direct any employees of the other, and neither is it responsible for the collection, withholding, or payment of any taxes for the other.

11 **Intellectual Property**

11.1 The ownership of intellectual property that exists before the commencement of this Agreement shall not be altered transferred or assigned merely by its use for this Agreement.

11.2 Intellectual property in material developed or produced independently by a Party shall vest in that Party.

11.3 Each Party warrants that: (a) all material developed or produced under this Agreement will not infringe on the intellectual property of third parties and to the best of its knowledge, the information will not be defamatory or breach any confidentiality undertaking, and (b) any intellectual property used by a Party in connection with this Agreement is the sole property of that Party or the Party is otherwise legally entitled to use such intellectual property for this Agreement.

12 **General**

12.1 Any provisions of this Agreement which are held to be illegal or otherwise in conflict with any law, statute, or regulation shall be deemed to be severed from the remainder of the Agreement and the validity of the remaining provisions shall not be affected.

12.2 Neither Party shall make any misleading or false representations or statements in respect of this Agreement or otherwise.

12.3 Each Party warrants that it has the power and authority to enter into this Agreement and that entry into this Agreement does not breach any existing contractual undertaking,

12.4 Each Party's rights, duties, and obligations under this Agreement shall not be assigned without the prior written Agreement of the other Party. Such Agreement to assignment by the other Party shall be expressly contingent upon the assignee complying with the provisions of this Agreement and the said assignee further agreeing in writing to assume all the Party's obligations both to the other Party and all students enrolled.

12.5 All notices required to be given under this Agreement shall be in writing sent to the address of the Party as set out in this Agreement or such other address as a Party may designate by notice given by this clause. Any notice may be delivered by post, confirmed email, or facsimile and shall be deemed to have been served by post eight days after posting and by confirmed email or facsimile on the day of transmission provided that the sender receives an "ok" (or any other relevant code) in respect of the transmission.

12.6 The headings of this Agreement are inserted for convenience of reference only and are not to be used in construing or interpreting any other provisions of this Agreement.

12.7 All of the terms and provisions of this Agreement shall be binding upon to the benefit of and be enforceable by the Parties hereto and their legal representatives, successors, and assignees.

12.8 A waiver by one or both of the Parties hereto of any breach of this Agreement of the representations or warranties contained herein, or of any rights arising hereunder, shall not constitute a waiver of any other breach or of any other right.

12.9 Words of any gender used in this Agreement shall be held to include any other gender, any words in the singular shall be held to include the plural, and vice versa, in any place in which the context so requires.

12.10 This agreement sets forth the entire agreement between Party A and Party Bconcerning the subject matter of this Agreement and supersedes any prior negotiations, commitments, and agreements, expressed or implied, whether orally or in writing, concerning the subject matter of this Agreement which may only be changed or modified by an Agreement in writing, signed by both Parties.

12.11 All student records, courses, curricula, faculty, and any other records of Party Aand Party Bare held in the strictest of confidants; all electronic data, meetings, and minutes between Party A and Party B shall be held in anonymity. Student information shall never be released to any third party for any reason.

12.12 Both Parties shall at all times maintain the highest educational standards and conduct their programs in compliance with the policies and procedures promulgated by both Parties jointly and severally from time to time.

12.13 Both Parties individually or collectively may supply textbooks, Journals, and other forms of study aids/materials to the students studying under this Agreement; textbooks and material costs are not included in the tuition fees and must be paid by the student when supplied.

12.14 Each Party shall further keep the other Party appraised of all policies and procedures promulgated from time to time to maintain the highest educational standards required by this Agreement.

13. Amendment of the Agreement

13.1 This Agreement constitutes the entire Agreement between the Parties and may only be varied by further written Agreement of both Parties.

14. Termination of the Agreement

14.1 The term of this Agreement shall commence as of the date it is signed by the Representatives of both Party A and Party B and shall continue for an indefinite period, from the date of signatures. However, either party may request for termination of this

This Agreement shall be construed and governed by the laws of the United States of America and the Republic of Zambia.

Signed for and on behalf of the **Information and Communication University, Zambia** by:

INFORMATION AND COMMUNICATIONS UNIVERSITY
18 SEP 2024
OFFICE OF THE VICE CHANCELLOR
P.O. BOX 30226, LUSAKA

Stamp and Seal

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Dr. Lukumba Phiri. PhD

Vice Chancellor

Information and Communication University, Zambia

September 18, 2024

Signed for and on behalf of the **British American University, USA**, by:

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Prof. (Dr.) Muhammad Omolaja

President/Chairman of Council,

British American University,

Florida, USA.

September 20, 2024