



# Memorandum of Understanding

*Between*

Center for Media and Peace Initiatives,  
New York

&

Gregory University, Uturu, Nigeria

July 2018

## **Introduction:**

Center for Media and Peace Initiatives –CMPI is a 501(c)(3) independent, nonprofit organization in Special Consultative Status with the United Nations’ Economic and Social Council (ECOSOC) and affiliated with [Rutgers University](#). The center explores the nexus of peace, people, press, and public policy in supporting the growth of people and organizations. With a great reliance on its extensive international network, the center operates as a facilitator and partner in a wide variety of training projects, publishes and disseminates scholarship and advances education through meaningful research, teaching, and service.

Gregory University is a private university located in Uturu, Abia State, South East Nigeria with extensive technical and professional expertise, know how and facilities to conduct research and development in different disciplines.

THIS MEMORANDUM OF UNDERSTANDING (the “Memorandum of Understanding”) originally entered into as of

.....by and between the Center for Media and Peace Initiatives (CMPI), a non-profit organization organized under the laws of the State of New York and Gregory University, Uturu – GUU. CMPI together with GUU form the (“Parties”) to this agreement, which may be modified to match the evolving needs of our cooperation.

### **1. BACKGROUND AND PURPOSE**

CMPI is a professional media and public policy think tank founded in New York City, with particular focus on the design and delivery of projects and programs to facilitate learning and attainment of sustainable development through the use and promotion of media.

Gregory University is a research-based tertiary institution focused on expanding knowledge and multipurpose learning for the next generation with the abiding motto: "*Knowledge for Tomorrow*". The Parties wish to establish a framework of cooperation for accomplishing the foregoing:

## 1.2. OBJECTIVES OF THE MOU

The objectives of this Memorandum of Understanding are:

- a. To promote interaction between CMPI and GUU in mutually beneficial areas.
- b. To provide a formal basis for initiating interaction and collaboration between GUU and CMPI - affiliated Universities in the United States

## 2.0. PROPOSED MODES OF COLLABORATION

CMPI and GUU propose to collaborate through

- a. Sponsoring student exchange projects / fellowships in universities and colleges in the United States for specified periods of time.
- b. Sponsoring Research and Development (R&D) projects, which may be carried out wholly at GUU or at premises of CMPI or partly at GUU and partly at CMPI.
- c. Training of GUU faculty and personnel through Continuing Education Programs conducted by CMPI in areas of interest to GUU.
- d. Any other appropriate mode of interaction agreed upon between CMPI and GUU including the Graduate Fellowship Program – "*CMPI Connect.*"
- e. CMPI will source for grants and assist in writing grant proposals to further the goals of the MOU
- f. CMPI will be responsible for providing transportation, room and board for participants enrolled in the center's educational programs in the United States. This is in addition to informing, facilitating, and coordinating with GUU on necessary documentation and travel requirements.



There will be cost implications for each of the above modes of interaction and both parties must agree on each new undertaking and costs associated with it.

3.0. GUU and CMPI shall jointly organize seminars, conferences, and workshops as well as conduct cutting edge research to further the mission of both institutions especially in the development of learning programs, curricula and other materials, and contribution to knowledge.

3.1. CMPI understands that the GUU reserves the right to publish in peer-reviewed journals the results of any research or intellectual forum conducted by CMPI. However, GUU asserts that the CMPI shall have opportunity to review any paper or presentation containing results of the research program of GUU prior to publication, and CMPI shall have the right to request a delay in publication for a period not to exceed ninety (90) days from the date of submission to CMPI, for the filing of patent applications, provided that CMPI makes a written request and justification for such delay within thirty (30) days from the date the proposed publication is submitted by certified mail or recognized overnight courier to CMPI.

#### 4.0. MEDIA

CMPI and GUU shall use reasonable efforts to ensure that:

4.1 Any news releases, print, television, Internet or audio interviews relating to, or referring to, or in connection with the MOU shall clearly be displayed and identified by both Parties;

4.2 Any releases to Media regarding this Memorandum and/or projects will be reviewed and approved by both Parties before distribution:

4.3 Any written product by personnel or representatives relating to, referring to or in connection with this Memorandum or the Project shall identify each other and shall be subject to the approval by both Parties.

4.4 Neither party shall use the name/brand of the other for fund raising except for mutual collaborative purposes

## 5.0. OTHER MATTERS

5.1. This Memorandum of Understanding is governed by, and shall be construed in accordance with, the laws of the United States, without regard to the conflicts of laws principles thereof.

5.2. Any dispute arising out of or in connection with this Memorandum of Understanding, including any question regarding its existence, validity or termination, and any question whether the dispute is arbitrational or not, shall be referred to and finally resolved by arbitration under the arbitration rules of United States.

5.3 No Party may assign any rights or obligations under this MOU or any part hereof to any person or entity without the prior written consent of the other Party.

5.4 Both Parties shall use all reasonable efforts to resolve amicably any dispute(s) that may arise concerning this MOU. If not, the dispute(s) shall be finally settled by arbitration in accordance to the arbitration rules of the United States.

5.6 Nothing in this MOU, express or implied, is intended to or shall confer upon any person other than the contracting parties hereto any right, benefit or remedy of any nature whatsoever under or by reason of this MOU. The Contracts (Rights of Third Parties) Ordinance shall not apply to this MOU.

## 6.0. CONFIDENTIALITY

- a. During and for a period of three years from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.

- b. The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:
- is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
  - is already known or become known to the receiving party
  - is received from a third party having no obligations of confidentiality to the disclosing party,
  - is independently developed by the receiving party; or
  - is required to be disclosed by law or court order.

## **7.0. NON-EXCLUSIVITY**

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a particular research agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

## **8.0. TERMS AND TERMINATION**

This MOU, unless extended by mutual written agreement of the parties, shall expire 3 years after the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon 60 days prior written notice to the other party. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the participants under any Research Agreement, Confidentiality clause as referenced in clause 6 above, or any other agreement entered into pursuant to this MOU, which obligations shall survive any such termination.



IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement the day and year written below.



**Gregory Iyke Ibe, Ph.D.**  
Chancellor  
Gregory University Achara, Uturu  
Abia State, Nigeria



**Uchenna A. Ekwo, Ph.D.**  
President  
Center for Media & Peace Initiatives  
New York, USA



 Center for Media & Peace Initiative Inc.

Date: **07/03/18** .....

Date: **07/03/18** .....