

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE NATIONAL TRAINING PRODUCTIVITY CENTRE of FIJI NATIONAL UNIVERSITY
herein referred as "NTPC of FNU", created by virtue of Decree with effect on 27 October 2009 now known as FNU Act, with its head office located at Lot DSS 1722, 5 ½ Miles, Kings Road, Nasinu, Fiji, represented herein by the
Acting Vice-Chancellor, Professor James Stuart Pounder

AND

THE COLLEGE OF THE MARSHALL ISLANDS
herein referred as "CMI", with its head office located at 1258 Ocean View Drive, Majuro MH, 96960, Marshall Islands, represented herein by the
President, Doctor Theresa Koroivulaono

with FNU and CMI, hereinafter separately referred to as a "Party" or mutually referred to as the "Parties".

PREAMBLE

The Parties will cooperate and work together for the purpose of promoting mutual understanding, leading to the strengthening of both institutions through identified development activities. The Parties agree to promote, strengthen and enhance cooperation in the areas of research, education and faculty development.

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1 – OBJECTIVE

The objective of this MOU is to bind both of the signatories to a partnership by working together on matters of common concerns, hence provide human capacity building and flexible e-learning design and development of programmes, this will not only benefit both Universities, but the Pacific region as a whole.

ARTICLE 2 – SCOPE OF CO-OPERATION

The two institutions agree to deliver the following educational activities:

FNU NTPC:

- I. Provide trainers to deliver the Short Courses
- II. Administration of enrolment for the Short Courses as listed in Appendix 1
- III. Provide all assessments on completion of the Short Courses.
- IV. Upon successful completion of each course, students will be awarded with either Certificate of Attainment or Certificate of Participation
- V. Provide resources that are not readily available in the Marshall Islands, but limited to print materials, small portable tools, and teaching equipment
- VI. Provide CMI with a complete list of required equipment, hand tools, supplies/materials for the Vocational Training to cross verify availability at the training facility
- VII. Other activities (including additional courses and services) as may be mutually agreed upon by the Parties

The College of the Marshall Islands:

- I. Recruitment and promotion of the FNU NTPC Short Courses as per the TVET Foundation program
- II. Provide and arrange for all venues and practical resources, tools, equipment for the delivery of the Short Courses
- III. Provide for all travel costs (international return airfares), accommodation costs and any other costs incurred by FNU NTPC while carrying out the approved trainings in the Marshall Islands through funding provided by the National Training Council (NTC, Marshall Islands)
- IV. Provide for student fees for all enrolled students in all the Short Courses, based on fees guideline as listed in Appendix 1
- V. Other activities as may be mutually agreed upon by the Parties

ARTICLE 3 – DURATION

This MOU is valid for a period of three years and will enter into effect on the date of signing by the Parties. The operation of this MOU may be extended by mutual consent for such period(s) that may be considered desirable by the Parties, which period shall be set out in writing in letters of exchange signed by both Parties.

ARTICLE 4 – FINANCIAL ARRANGEMENTS

FNU NTPC Will Invoice College of Marshall Islands upon commencement of the course for all monies owing and will be paid on a 30-day Invoice from time of invoice. In turn, CMI will invoice NTC for all costs owing to the FNU NTPC and the College's overhead costs.

All certificates will be issued to Students on completion of Full Payments to FNU NTPC.

This agreement can only be changed through an agreed modification in writing by the undersigned parties.

ARTICLE 5 – LEGAL EFFECT

The Parties acknowledge that this MOU is not legally enforceable, but that it does not diminish the intention of the Parties to comply with the terms, conditions, responsibilities and undertakings stipulated in this MOU.

ARTICLE 6 – TERMINATION

Either Party may terminate this MOU upon giving the other party 6 (six) months' notice in writing of its intention to do so. In the event of termination, both Parties agree to protect the interests of staff and students currently participating in collaborative programmes or initiatives and to provide all the support necessary to enable them to conclude those initiatives successfully.

ARTICLE 7 – SETTLEMENT OF DISPUTES

Any dispute arising out of the interpretation and/or implementation of this MOU shall be settled amicably in good faith through consultation or negotiation between the Parties without reference to any third party or any international tribunal.

ARTICLE 8 – CONFIDENTIALITY & INTELLECTUAL PROPERTY

The Parties shall not disclose or distribute any confidential information, documents, data received or supplied to the other in the course of the implementation of this MOU to any third party except as authorized in writing to do so by the requesting party. The Parties further agree to recognize each other's intellectual property rights in relation to the performance of the responsibilities of each party under this MOU.

ARTICLE 9 – FORCE MAJEURE

Neither Party shall be held responsible for non-fulfilment of their respective obligations under this MOU due to exigency of one or more of the force majeure events such as, but not limited to, act of God, war, flood, earthquake, strikes, lockouts, epidemics, riots, civil commotion, etc., provided on the occurrence and cessation of any such events, the Party affected thereby shall give a notice in writing to the other Party within 1(one) month of such occurrence or cessation.

ARTICLE 10 – MODIFICATIONS AND AMENDMENTS

This MOU may be varied and/or amended by the mutual agreement of the Parties and any such variation shall be set out in writing and signed by the Parties.

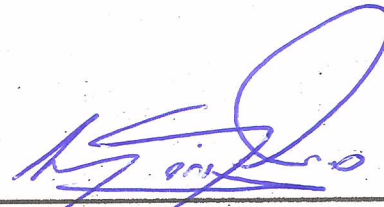
ARTICLE 11 - DESIGNATION OF OFFICE

Each Party shall designate an office and/or an officer which/who shall serve as liaison for implementing this MOU. Unless the other party is advised in writing, for the FNU, this person is Acting Executive Officer Mrs. Archana Sami (EONTPC@fnu.ac.fj). For CMI this person is Vice President for Academic & Student Affairs, Dr. Elizabeth Switaj (eswitaj@cmi.edu).

IN WITNESS WHEREOF, the parties hereto have affixed their signatures:

SIGNED on behalf of
The Fiji National University by

SIGNED on behalf of
The College of Marshall Islands by



Professor James Stuart Pounder
Acting Vice-Chancellor
Fiji National University


Dr Theresa Koroivulaono
President
College of Marshall Islands

Date: 29/04/2020

Date: 05.06.2020

Witnessed by:

Witnessed by:

Signed: 

Signed: 

Name: Rashmi Lal
Title: Senior Executive Officer
Date: 29/04/2020

Name: Rigneta Lord
Title: Secn - Adult + Continuing Education
Date: 05/06/2020

