



**MEMORANDUM OF UNDERSTANDING
BETWEEN
CATHOLIC UNIVERSITY INSTITUTE OF
BUEA – (CUIB)
P.O. BOX 563, BUEA – SOUTH WEST REGION, CAMEROON
AND
HILFSVEREIN BAILEKE (HIBA) FOUNDATION
(Eddy Bruno Esien)
MILLSTEIGERSTRASSE 2
A-4040
LINZ-AUSTRIA**

Buea & Linz, 10 August, 2016.

1.0: INTRODUCTION:

THIS MEMORANDUM OF UNDERSTANDING (“MoU”), is between HILFSVEREIN BAILEKE (HIBA) FOUNDATION [Ref: No. 39/D14/5/033 under Austrian Law], an exclusively charitable, humanitarian, and non-profit organization, based in Linz/Austria and founded by Bruno Eddy in 2011 – and CATHOLIC UNIVERSITY INSTITUTE OF BUEA (“CUIB”), an Institution of Higher Learning established under the laws of Cameroon with its headquarters in Buea and represented by Rev. Fr. George Nkeze Jingwa (Ed.D), collectively referred to as “THE PARTNERS”.

2.0: DESCRIPTION OF BOTH INSTITUTIONS:

a) HILFSVEREIN BAILEKE (HIBA) FOUNDATION:

Whereas, Hilfsverein Baileke (HIBA) Foundation, based in Linz/Austria, Europe whose main purpose and activities are exclusively charitable, humanitarian in the support of children, youths and adults in enhancing Societal Development, Networking, Educational Cooperation, welfare and Social policy development through Conferences, Research, Events and Value-Added Workshops/Trainings in Cameroon and Austria with the objectives of achieving sustainable growth for its beneficiaries.

b) CATHOLIC UNIVERSITY INSTITUTE OF BUEA (CUIB):

Whereas, the Catholic University Institute of Buea (CUIB), an Entrepreneurial University authorized by the Cameroon Ministry of Higher Education to start operating under Ministerial Order No. 10/02173/N/MNWAuP/DDES/ESUP/SAC/NJF/ebm of 26th May 2010, the University opened its door to students in September 2010. The Institution which is non-discriminatory aims at not only training professionals (Job Creators not Job Seekers), but also Professional Servant Leaders with spiritual and moral values who will contribute to the sustainable development of their communities. As a Catholic Business Institution, the Catholic University Institute of Buea is geared towards practical wisdom, an education that engages its students in the utilization of highly effective means towards morally good ends.

3.0: BACKGROUND FOR THE COLLABORATION:

This MoU is rooted from an expressed and explicit interest by Hilfsverein Baileke (HIBA) Foundation to partner with Catholic University Institute of Buea (CUIB) as most of the activities carried out by HIBA fall within the areas of interest with CUIB. To this end, through the exchange of correspondence between HIBA Foundation and CUIB both partners have come to hold each other in high esteem. Therefore, they have the driving force and desire to contract this Memorandum of Understanding with the end result of partnering for the mutual benefits of both parties.

a) THE GOAL:

The goal of this partnership is to bolster collaboration, share and improve awareness in areas of competence between Hilfsverein Balileke (HIBA) Foundation and Catholic University Institute of Buea (CUIB).

b) THE OBJECTIVES:

The objectives of this partnership shall be spelt out as follows:-

- i) To increase educational opportunities for advancement in professional life, as well as seek for new perspectives between both partners;
- ii) To promote literacy, especially through the support of scholars and research in the society ;
- iii) To help in initiating sustainable self-help projects such as school or agricultural projects;
- iv) To explore the possibility of collaboration in the support of personal, economic and social issues;
- v) To support the promotion of coexistence in the communities and between both partners;
- vi) To improve social integration and create awareness in the importance of professional and academic training;
- vii) To involve students in the development process through active and inclusive participation process
- viii) To assist in the maintenance and rehabilitation of CUIB structures, improve the schooling process of students, and the school to employment transition process;
- ix) To further develop important relationships between the institutions and their respective constituents through networking, synergy, and corporate social responsibility.

Therefore, the Parties are subjected to the terms of this Memorandum of Understanding (MoU) and the laws, rules, regulations, and national polices of each country. However, endeavor shall be implemented to strengthen, promote, and develop mutual between the Parties on the basis of equity and collective benefits.

4.0: Areas of Cooperation/Responsibilities:

The Parties agree to make every reasonable effort to encourage synergy in establishing programmes on campus, internship programmes, participate in Research Conferences; Projects including vocational training programmes and endeavour to cooperate in the fields, as shall concern each institution;

4.1.0: Each party shall endeavour to take necessary steps to encourage and promote activities designed to strengthen the partnerships; some of the areas of collaboration and responsibility shall include inter alia:-

4.1.1: HILFSVEREIN BALILEKE (HIBA) FOUNDATION:

- i) CUIB Logo, events and activities shall be linked and attached on HIBA conferences, posters, flyers, event Social Media Page/Homepage as partner;
- ii) HIBA shall support CUIB Students and Staff to attend its (Philanthropy) Leadership and Value-Added Workshops/Trainings, Entrepreneurial Fairs, Events, Activities and Conferences such as the Global/Africa Philanthropy Research Conference;
- iii) HIBA shall organize at the end of each year, events between both Institutions to network, exchange and give feedbacks with the occasions held in serene and friendly premises culminating in the exchange of gifts;
- iv) CUIB (either Master/PhD Student, Faculty or Staff) shall be invited every year to attend the Global/Africa Philanthropy Research Conference and Entrepreneurship Fair for sustainable African Society;
- v) Support schooling opportunities and open up advancement in professional life, as well as new perspectives for students, Faculty and Staff of CUIB;
- vi) Support CUIB students, Faculty and Staff with information and coaching for further studies (Master/PhD), capacity building, entrepreneurial training, and internship in suitable Austrian Higher Educational Institutions of Learning or HIBA Austria;
- vii) Support CUIB with didactic materials, maintenance and rehabilitation of the Institution;
- viii) Promote literacy, entrepreneurship, and social policy advocacy of CUIB scholars especially through the support of disadvantaged students with scholarship;
- ix) Support CUIB scholars by publishing their scientific works on Global/African Philanthropy Research Magazine.

4.1.2. CATHOLIC UNIVERSITY INSTITUTE OF BUEA (CUIB):

- i) HIBA Linz and Global/Philanthropy Research Conference Logo shall appear as partner on CUIB Homepage, leading a direct link to HIBA and Global/African Philanthropy Research Homepage;
- ii) CUIB shall offer on campus infrastructure space (Conference Hall, Workshop/Training Rooms etc.), for HIBA Value-Added Workshops/Training programmes for CUIB students;
- iii) CUIB shall organize on campus at the end of each year events for both partners to exchange and make feedbacks in friendly atmosphere;
- iv) Facilitate HIBA Value-Added Workshops/Training, Conferences, Events and Activities by introducing them to CUIB Homepage, Social Media, Notice Boards, Event Calendars and Blog;
- v) Create awareness about the existence of this MoU amongst its students, faculty and staff - support them in their attempts to leverage collaboration opportunities set forth in this MoU;
- vi) Promote activities carried out under this MoU across CUIB network and channels;
- vii) Co-opt HIBA Foundation when and where applicable for coaching support for Entrepreneurial and social policy courses which may be remunerated by CUIB following the guidelines of the University and HIBA Foundation;

- viii) Inform HIBA Foundation of the opportunity and facilitate the giving of periodic talks on Global/African philanthropy Research Conference and Entrepreneurial Fair for sustainable African Society.

4.1.3. The institutions agree to continue discussions of particular joint projects. As discussions progress or opportunities arise, each of the various parties shall attempt to prepare more detailed agreements to clarify the logistical arrangements for any specific activity contemplated upon. Any additional agreements shall be subject to terms and conditions to be agreed upon.

5.0: Administration/Reporting:

The authorized signatories of Hilfsverein Baileke (HIBA) Foundation and CUIB shall manage this Memorandum of Understanding and all endeavours that derive from it. They (or their designated representatives) shall be responsible for developing and carrying out a joint plan and submissions of regular reports on the implementation of this MoU. The Partners shall each produce and submit a status report capturing the progress assessment of the status quo of the partnership at the end of each quarter – i.e. every three months. This will help the Partners keep track of progress and decide on the next course of action. Any activity proposed that does not fit into the general terms of this MoU shall be formally incorporated as an addendum to this MoU, provided the addendum is agreed to and signed by both parties.

- 5.1. For the purpose of facilitating the day-to-day implementation of this MoU, Hilfsverein Balileke (HIBA) and CUIB agree to have regular communications and correspondence through networking (eg. Skype, telephone or other social media);
- 5.2. This MoU shall be effective and comes into force upon signature of the authorized signatories of the parties under the MoU. It shall be subject to revision by written agreement between the parties;
- 5.3. All the parties shall keep their respective communities informed of this MoU to draw due benefits from it and to contribute towards its effective implementation in spirit and substance;
- 5.4. This MoU serves only as a record of the Parties' intentions and does not constitute or create, and is not intended to constitute or create obligations under domestic or international law and shall not give rise to any legal process and shall not be deemed to constitute or create any legally binding or enforceable obligations, expressed or implied. Furthermore, this MoU shall serve only as a magnification of each party's desire to cooperate in joint academic and business ventures and, if possible, to negotiate and execute valid and legally binding obligations in the future.

The MoU does not negate the right of the Parties to enter into separate agreements, as each deems necessary.

6.0: PRINCIPAL CONTACTS:

The Principal Contract for each one of the Partners is:

i) **Hilfsverein Balileke (HIBA) Foundation:**

Name: Mr. Eddy Bruno Esien, (MMSc. MA.)
Role: President / Founder
Address: Millsteigerstrasse 2, A-4040 Linz, Austria
Tel: 00436604307017
Email: office@hiba.at / eddy@hiba.at
Website: www.hiba.at

ii) **Catholic University Institute of Buea (CUIB):**

Name: Rev. Father George Nkeze Jinwa (Ed.D)
Role: President and Pro-Chancellor
Address: P.O. Box 563, Buea – South West Region, Cameroon
Tel: +237 233 322 829
Email: opresident@cuib-cameroon.net
Website: www.cuib-cameroon.net

Such Principal Contacts may be changed in writing from time to time by their respective Partners as such changes may occur.

7.0: Duration:

The duration of this MoU shall be initially for a period of three (03) years, which may be extended for a further period as may be agreed upon in writing by both parties.

8.0: Financial Provisions:

This MoU shall not give rise to any financial obligation by one party or the other. However, any such financial obligations may arise only upon joint execution of a subsequent agreement or work plan (which shall include a budget) that specifically delineates the terms and nature of such obligations and that references this MoU. Such subsequent agreements or work plans, and budgets, shall be subject to funding being specifically available for the purposes outlined therein. All PARTNER funds are further subject to each partner's obligation to expend funds solely in accordance with the agreed upon budget and the line items contained therein. Therefore, each party shall bear its own cost and expenses in relation to this MoU. Sharing of expenditure shall be proportionately determined by the parties on a project-by-project basis and shall be incorporated by reference as an addendum to this MoU.

However, Hilfsverein Baileke (HIBA) Foundation may be in partnership with other partners or investors with potential funding capacity who would through HIBA fund specific CUIB projects or programmes.

8.1: Undertaking by Hilfsverein Balileke (HIBA) Foundation and CUIB:

- 8.2:** The parties herewith undertake to work closely and cooperate in the implementation of this MoU and to endeavour to resolve any disputes arising between them in relation to this MoU first through informal discussions and amicable means;
- 8.3:** In the event that, any dispute cannot be resolved informally within sixty (60) calendar and consecutive days because of irreconcilable differences, the Partners agree that the dispute will be negotiated between the Partners through mediation if the Partners can agree on a mediator. The costs of mediation shall be shared equally by the Partners. Neither Partner waives its legal rights to adjudicate this Agreement in a legal forum;
- 8.4:** The parties to this MoU or their authorized representatives acknowledge having read and understood the MoU and agree to be bound by its terms and conditions.

9.0: No Joint Venture:

Notwithstanding the terms “Partners” and “Partnership”, the Partners agree that they are not entering into a Legal Partnership, Joint Venture or other such business arrangement, nor is the purpose of the Partners to enter into a commercial undertaking for monetary gain. Neither Partner will refer to or treat the arrangements under this Agreement as a Legal Partnership or take any action inconsistent with such intention.

10.0: Intellectual Property Rights:

Notwithstanding however, but in the event, Intellectual Property developed by the joint efforts would be the joint property of the parties. Any financial benefits or otherwise arising would be shared proportionately by the parties in relation to the efforts/inputs given by each of them. Each party shall undertake to observe confidentiality and secrecy of documents, information and other data on a project-by-project basis and any such agreement shall be included as an annexure to this MoU.

11.0: Notices:

Any communications under this MoU shall be in written in the English Language and properly delivered to the address or sent to the electronic mail address of Hilfsverein Balileke (HIBA) Foundation and Catholic University Institute of Buea (CUIB) as the case may be, and as shown below, or to such other address or electronic mail address as either party may have notified the sender shall, unless otherwise provided herein, be deemed to be duly given or make when delivered to the recipient at such address or electronic mail address which is duly acknowledged.

12.0: Termination/Amendment/Breakdown of MoU:

- 12.1.** The MoU may be extended for a further period as may be agreed to in writing by the Parties. However, either party may terminate the agreement upon six (06) months notices, so as to give any ongoing programme sufficient time to conclude. The notice provision shall not negatively affect any programme in progress at the time of the decision. Therefore, the right to terminate the agreement on good cause remains unaffected;

- 12.2. In the event of a breakdown due to disagreement etc., the expenditure incurred by the parties would remain on a "As is Where is" condition. This would be decided on a project-by-project basis.
- 12.3. In the case of termination of the MoU, the students on practical training or internship as part of an exchange at the partner's institution should be allowed to continue till the end of that programme.

13.0: Entirety:

This Agreement, including all Annexes, embodies the entire and complete understanding and **agreement between the Partners and no amendment will be effective unless signed by both Partners.** Such signature by both Partners may be made in tele facsimile.

This Memorandum of Understanding is entered into on the 1st day of July 2016.

AGREED TO BY:

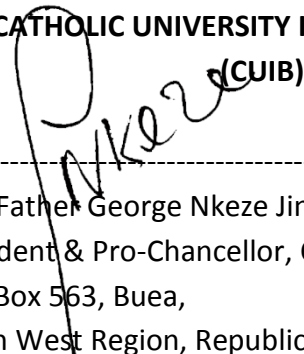
For: HILFSVEREIN BALILEKE (HIBA) FOUNDATION



Esien Eddy Bruno
HIBA OBMANA

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For: CATHOLIC UNIVERSITY INSTITUTE OF BUEA



(CUIB)

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Witnesses:

 Date

 Date

 Date

 Date

Signed on:

Expires on: