

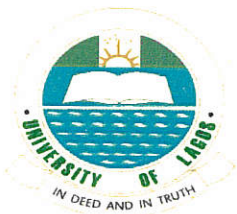
MEMORANDUM OF UNDERSTANDING

BETWEEN



**ACCIDENT INVESTIGATION BUREAU
(the Bureau)**

AND



**UNIVERSITY OF LAGOS
(UNILAG)**

SUBJECT MATTER: COLLABORATION AND SUPPORT COMMITMENT FOR THE UTILISATION OF THE MATERIAL AND METALLURGICAL ENGINEERING LABORATORY OF THE ACCIDENT INVESTIGATION BUREAU, ABUJA.

THIS MEMORANDUM OF UNDERSTANDING made this 12th day of July, 2018
BETWEEN

ACCIDENT INVESTIGATION BUREAU, a statutory body situate at the Nnamdi Azikiwe International Airport, Abuja (hereinafter called “the **Bureau**” which expression shall where the context so permits include its successors-in-title, legal representatives and assigns) on the first part;

AND

THE UNIVERSITY OF LAGOS, a Federal Tertiary Institution established in 1962 by an Act of Parliament of the Federal Republic of Nigeria as encrypted in the University of Lagos Act 1967 (as amended), Chapter U9 Laws of the Federal Republic of Nigeria, 2004 with its main campus at Akoka, Yaba, Lagos, Nigeria (hereinafter called “**UNILAG**” which expression shall wherever the context so permits include its successors-in-title, legal representatives and assigns); on the second part

WHEREAS:

1. The Bureau is an autonomous agency established pursuant to Section 29 of the Civil Aviation Act, 2006 to investigate any civil aircraft accident or incident arising out of or in the course of air navigation and either occurring in Nigeria or to Nigerian aircraft elsewhere;
2. UNILAG is established for the pursuit of knowledge through teaching, learning and research, and service to the community;
3. The Bureau has established an investigative Material and Metallurgical Engineering Laboratory (Laboratory) in Abuja and parties’ desire to collaborate to maximize the full potential of the Laboratory to achieve its statutory functions and sustainability for generation of revenue (Project);
4. The Project is to conduct training, research and services incidental and beneficial to the prevention of any civil aircraft accident or incident occurring within and outside Nigeria;
5. By this Memorandum, the parties hereby agree to formalize a cooperative relationship reflecting understanding as aforementioned;

ARTICLE 1
OBJECTIVE

- 1.1 The parties hereby agree that the purpose of the Project shall be for collaboration on experimental data analysis and interpretation basis and research:

ARTICLE 2

SCOPE:

- 2.1 Confirm if the existing equipment in the Laboratory are relevant and its use can be maximized by parties;
- 2.2 Avail parties the required skills on the use of the Laboratory;
- 2.3 Enable the Bureau access UNILAG staff whenever required for the enhancement of the Laboratory;
- 2.4 Enable the conduct of effective and efficient collaboration on experimental data analysis and interpretation;

ARTICLE 3

OBLIGATIONS

3.1 PARTIES

- 3.1.1 Parties shall mutually agree on the extent of involvement and participation in writing where new areas relevant for the execution of the Project are identified or discovered as pertinent to the terms of the Memorandum.

3.2 Bureau

- 3.2.1 The Bureau shall provide Duty Travel Allowance (DTA) to cover travel and accommodation of UNILAG staff;
- 3.2.2 The Bureau shall determine the DTA according to the grade/ level and rates of UNILAG designated staff;
- 3.2.3 The Bureau shall appoint a member of its staff as Coordinator to liaise with UNILAG

3.3 UNILAG

- 3.3.1 UNILAG shall provide its staff from the Head, Department of Metallurgical & Materials Engineering and such other department that the Bureau may require for the implementation of the Project;
- 3.3.2 UNILAG shall assess the equipment in the Laboratory and advice on its adequacy for the Bureau's determination;
- 3.3.3 UNILAG shall appoint a member of its staff as Coordinator to liaise with the Bureau.

ARTICLE 4

MANAGEMENT OF THE PROJECT

- 4.1 Management of the Project shall be reposed in the Steering Committee set up by the parties to the Memorandum.

4.2 COMPOSITION OF THE STEERING COMMITTEE

The Steering Committee to oversee the management of the Project shall be composed as below:

- | | | | |
|-------|--|---|--------------------|
| 4.2.1 | Bureau's Commissioner/CEO's Nominee | - | Chairman |
| 4.2.2 | Vice-Chancellor's Nominee | - | Alternate Chairman |
| 4.2.3 | Engr. Patrick Nwobu Agm. Engineering | - | Member |
| 4.2.4 | Niji Oni Esq. Commissioner/CEO's office | - | Member/Secretary |
| 4.2.5 | Dean, Faculty of Engineering | - | Member |
| 4.2.6 | Head, Department of Metallurgical & Materials Engineering- | - | Member |
| 4.2.7 | The position of the Chairman and Alternate Chairman shall be rotated annually between the Bureau and UNILAG; | | |

4.3 **QUORUM AND RESOLUTIONS OF THE STEERING COMMITTEE MEETINGS**

- 4.3.1 The Steering Committee shall meet once every quarter in a Calendar year;
- 4.3.2 The quorum for the meetings of the Committee shall be a simple majority and the resolutions shall be passed by a simple majority of members present and voting.
- 4.3.3 The Chairman shall have a casting vote;

4.4 **FUNCTIONS OF THE STEERING COMMITTEE**

- 4.4.1 Provide the terms of reference for the Project;
- 4.4.2 Access training, conduct of research and skill acquisition of both parties, if appropriate;
- 4.4.3 Ratify guidelines and policies for the effective management of the Project;
- 4.4.4 Approve projects, programmes, research and initiatives to be embarked upon by the parties;

ARTICLE 5

CONFIDENTIALITY

- 5.1 Each party shall, at all times during the term of this Memorandum and for a period of three (3) years thereafter, keep all confidential information received from the other party;
- 5.2 Such confidential information shall not be disclosed to any person, other than the parties' privies and assigns who need to know for the purpose of performing their functions, without the consent of the author of the information;
- 5.3 Upon termination of this Memorandum for any reason, the parties shall return all confidential information to the author;
- 5.4 Each party shall not disclose the Confidential Information without the other party's prior written consent only to the extent that such information:
 - 5.4.1. Is already known or developed by the receiving party independently of the Confidential Information received from disclosing party as at the date of disclosure hereunder;

- 5.4.2. Is already in possession of the public or becomes available to the public other than through acts of the receiving party or any other person to whom the confidential information is disclosed to pursuant to this Memorandum;
- 5.4.3. Is required to be disclosed under applicable law, government order, decree, regulation, rule or by a Court's subpoena;
- 5.4.4. Is acquired independently from a third party having the right to disseminate such information at the time it is acquired by the receiving party.

ARTICLE 6

INTELLECTUAL PROPERTY

- 6.1 Each party shall maintain its individual intellectual properties;
- 6.2 The Bureau shall reserve the right to any intellectual property right created during the course of this collaboration;
- 6.3 UNILAG shall have access to use the intellectual property created during this collaboration for teaching and research purposes only.

ARTICLE 7

INDEMNITY

- 7.1 The parties shall each indemnify and hold harmless the other's representatives and employees for any/all liability, damages and costs attributable to the negligent acts or omission of the indemnifying party, its officers, assigns, and representatives while acting within the scope of their employment and in furtherance of activities described in this Memorandum.

ARTICLE 8

DURATION

- 8.1 This Memorandum shall be effective for five (5) years from the date of execution.,

ARTICLE 9

RENEWAL

- 9.1 Subject to the mutual written consent of both parties, this Memorandum may be renewed for a period of three (3) years through written notices by both parties not less than six (6) months prior to the expiration date and such renewal shall be based on the satisfactory execution of the Project.

ARTICLE 10

REVIEW

- 10.1 This Memorandum shall be reviewed every two (2) years commencing from the date of execution.

**ARTICLE 11
AMENDMENT**

- 11.1 This Memorandum may only be altered or amended by both parties upon mutual arrangement by giving at least three (3) months' notice in writing.
- 11.2 Any change in the terms, conditions or specifications of the Memorandum shall become effective only when executed in writing between the parties and attached as an amendment to this Memorandum.

**ARTICLE 12
NON-ASSIGNMENT**

- 12.1 Neither party shall be entitled to cede and/or delegate all or part of its obligations under this Memorandum to any affiliate of a party without the prior written consent of the other party;

**ARTICLE 13
DISPUTE RESOLUTION**

- 13.1 Both Parties agreeing that this understanding is made in good faith hereby resolve that any dispute or controversy that may arise from this Memorandum shall be mediated upon by the heads of each Party as mediators appointed by both Parties in accordance with International Rules on Mediation which mediation shall be final and binding upon the parties.
- 13.2 Each Party shall bear its own administrative costs of mediation.

**ARTICLE 14
TERMINATION**

- 14.1 This Memorandum may be terminated by either party at any time upon any breach of its conditions, terms, and obligations, by giving four (4) months' notice of intent to terminate. Provided both parties work together to bring areas of collaboration to a close during this period.
- 14.2 Termination of this Memorandum shall not prevent the continuation of activities already underway. Parties shall conclude its obligations towards training and research specified in this Memorandum.
- 14.3 Termination for Inactivity
If no activity has taken place in terms of this Memorandum for a period of three (3) calendar years from the effective date, then this Memorandum terminates at the end of the third year and parties shall not renew the Memorandum.

**ARTICLE 15
FORCE MAJEURE**

- 15.1 Neither party shall be considered to be in default in the performance of its obligations hereunder to the extent that performance of any such obligation is presented or delayed

by unforeseen causes, including acts of God, government, terrorism, acts beyond the control and without fault or negligence of the defaulting party.

- 15.2 Each party hereto shall give notice promptly to the other party of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this Memorandum.

ARTICLE 16

CONTACT PERSONS FOR COORDINATION

The Contact Person representing "UNILAG" shall be:

The Deputy Vice-Chancellor (Development Services),

University of Lagos,

Akoka, Yaba,

Lagos, Nigeria.

E-mail address: dvc-ds@unilag.edu.ng.

The Contact Person representing "the Bureau" shall be:

Engr. Patrick Nwobu

AGM, Engineering

nwobupatrick@aib.gov.ng

Accident Investigation Bureau

ARTICLE 17

NOTICES

Under this Memorandum, notices shall be served as follows:

UNILAG:

The Vice-Chancellor,

University of Lagos,

Akoka, Lagos,

Nigeria.

Email: vc@unilag.ed.ng

The Bureau:

The Commissioner/Chief Executive Officer,

Accident Investigation Bureau,


Nnamdi Azikiwe International Airport,


Abuja, Nigeria.

Email: commissioner@aib.gov.ng


IN WITNESS WHEREOF the parties hereto have caused their respective common seals to be hereunto affixed the day and year first above written.


THE COMMON SEAL of the within-named
ACCIDENT INVESTIGATION BUREAU
was hereto affixed in the presence of


AKIN OLATERU, M.Sc. CMILT, MRAS
COMMISSIONER/ CHIEF EXECUTIVE OFFICER


MAUREEN TSENONGO (MRS.)
COMPANY SECRETARY

THE COMMON SEAL of the within-named
UNIVERSITY OF LAGOS
was hereto affixed in the presence of


PROFESSOR OLUWATOYIN T. OGUNDIPE, FAS
VICE-CHANCELLOR


DR. (MRS.) TAIWO P. IPAYE, FNIM
REGISTRAR & SECRETARY TO COUNCIL