



**FIJI NATIONAL  
UNIVERSITY**



## **MEMORANDUM OF UNDERSTANDING**

### **BETWEEN**

#### **THE FIJI NATIONAL UNIVERSITY**

herein referred as "**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  
**Vice-Chancellor, Professor Nigel Healey**

### **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 encourage and promote the following academic and educational activities:

- 2.1 Direct delivery of selected FNU courses at the College of Marshall Islands in partnership with FNU;
- 2.2 Professional development, including Bachelor of Science in Nursing (BSN), teacher development and senior/middle level leadership and management development;
- 2.3 Student exchange programmes;
- 2.4 Capacity building of Learning Designers at CMI through training by the FNU professionals from the Centre for Flexible & E-Learning;



- 2.5 Exchange of relevant academic and educational information;
- 2.6 Joint research, lectures and symposia; and
- 2.7 Other activities as may be mutually agreed upon by the Parties.

### **ARTICLE 3 – DURATION**

This MOU is valid for a period of **5 (Five) 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**

The Parties agree that any specific project that arises from this MOU will need to be incorporated into a specific Memorandum of Agreement (MOA) and financial arrangements will have to be negotiated and agreed upon. Specific details for the implementation of activities will be developed mutually for each activity or project.

### **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.

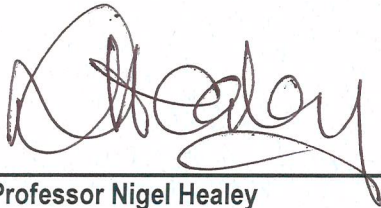
## **ARTICLE 11 – DESIGNATION OF OFFICE**

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 Associate Dean - Flexible & E-Learning, Dr. Valentine Hazelman ([adfel@fnu.ac.fj](mailto:adfel@fnu.ac.fj)). For CMI this person is Vice President for Academic & Student Affairs, Dr. Elizabeth Switaj ([eswitaj@cmi.edu](mailto:eswitaj@cmi.edu)).



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

SIGNED on behalf of  
The Fiji National University by



Professor Nigel Healey  
Vice-Chancellor  
Fiji National University

Date: 01.10.19

SIGNED on behalf of  
The College of Marshall Islands by



Dr Theresa Koroivulaono  
President  
College of Marshall Islands

Date: November 21, 2019

Witnessed by:

Signed:



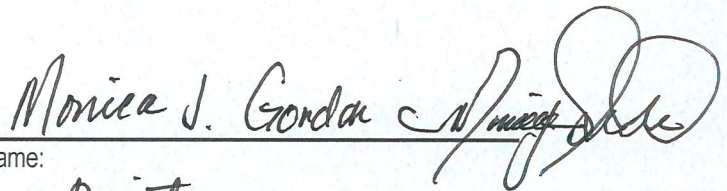
Name: Ms. Sarita Devi

Title: University Registrar

Date: 09/10/19

Witnessed by:

Signed:



Name:

Title:

Date:

Registrar

11/21/19

