



Trinity Western University (TWU), Canada &  
Afe Babalola University (ABUAD), Nigeria  
Jointly Present

2023 2023 International Conference on  
Leadership & Governance for Sustainable  
Change & Wealth Creation





## Memorandum of Understanding (MoU)

Trinity Western University. (TWU), Canada and Afe Babalola University (ABUAD), Nigeria

This Memorandum of Understanding hereinafter referred to as “**MoU**” dated 19<sup>th</sup> October 2023 is made between:

**TRINITY WESTERN UNIVERSITY, CANADA**, hereinafter referred to as **TWU**, a university incorporated pursuant to the *Trinity Western University Act*, S.B.C. 1969, c. 44, as amended, having a principal address at 22500 University Dr, Langley, BC V2Y 1Y1, of the first part.

**AND**

**AFE BABALOLA UNIVERSITY, NIGERIA** hereinafter referred to as “**ABUAD**” whose address is located at KM 8.5 Afe Babalola Way, Ado-Ekiti, Ekiti State, Nigeria, of the other part.

**WHEREAS:**

- A. TWU is an accredited private liberal arts university with its main campus in Langley, British Columbia, Canada that provides in-person and online classes for students.

Trinity Western University is a private Christian liberal arts University in Langley, British Columbia, Canada. It is a member of Universities Canada. Founded in 1962, it enrolls approximately 4,000 students and sits on a suburban-rural 157-acre (64 ha) campus near the historic village of Fort Langley, British Columbia. Trinity Western is Canada's largest privately funded Christian university. It has a broad-based liberal arts, sciences, and professional studies curriculum, offering 45 undergraduate majors and 17 graduate and post-graduate programs. It has a student-to-faculty ratio of 16:1 with an average first-year class size of 37 and an overall average class size of 15.

Trinity Western University is a member of the Royal Society of Canada. Its varsity teams, known as the Spartans, are members of Canadian Interuniversity Sport. According to Universities Canada, the non-profit national organization that represents Canadian universities and colleges.



- B.** ABUAD is a research-intensive and non-for-profit Federal Government licensed private University located in the serene and beautiful city of Ado Ekiti, Ekiti State, about 250 miles south of the city of Lagos, Nigeria. ABUAD was established in 2009 by Nigeria's eminent and well-decorated lawyer, farmer, philanthropist, educationist, reformer, trailblazer, and transformational leader **Aare Emmanuel Afe Babalola OFR, CON, SAN, FNIALS, F.CI Arb, LL. D, D.Litt.**

Afe Babalola University, Ado Ekiti (ABUAD) started academic activities on its permanent site in 2010 with 240 students and today has 9,500 students at both undergraduate and postgraduate levels. It has a bold vision: "to achieve the highest standards of excellence in societally relevant research, innovation, and enterprise development and to become one of the world's top-tier research-intensive Universities". ABUAD has already secured its position as Nigeria's foremost entrepreneurial research institution and the fastest growing University in Africa. With exceptional strengths in sciences, agriculture, medicine, law, entrepreneurship, engineering, pharmacy, and social sciences, amongst others at undergraduate and postgraduate levels, ABUAD's strategic plan for the next 5 to 10 years will be to consolidate its leadership, while also raising its profile, presence, and reputation as an internationally engaged world-class University.

As an entrepreneurial University, ABUAD is committed to transforming students into expert thinkers, innovative managers, and resourceful technocrats in all fields through collaborative programmes, professional and hands-on training opportunities provided for them.

- C.** TWU and ABUAD are hereinafter collectively referred to as "Parties".
- D.** TWU and ABUAD are hereinafter individually referred to as "Party".
- E.** The Parties have agreed to enter into this MoU in order to declare their respective intentions and to establish a basis of cooperation and collaboration between the Parties upon the terms as contained herein.

**NOW THEREFORE, it is hereby agreed by and between the Parties as follows:**

1. That mutual benefit can be derived from these thematic areas, which are, scholarly interaction through colloquial, conferences, symposia, and workshops; cultural interchange; joint research and grantsmanship; establishment of facility accredited resource (FAR) Centre and Leadership Institute; sports exchange and jointly hosted intercontinental university games; joint magazine and article publication; sharing of library resources, and other forms of academic collaboration as well as student and staff exchanges in the development of strong academic links and relationships. The parties agree in principle to enter into discussions to establish ties of friendship and cooperation for the purpose



of promoting mutual understanding, academic, cultural and student/personnel exchange, and community engagement impact.

2. Except for paragraph 2 and paragraphs 7 to 12 (inclusive) (the "**binding sections**") which shall be legally binding on the Parties, this MoU is not legally binding, and the Parties acknowledge that this MoU does not place them under any obligation to enter into any subsequent agreement or arrangement. This MoU is designed to assist and inform the Parties' ongoing discussions and, other than the binding sections, neither Party wishes for this MoU to give rise to any binding commitment or legal obligation. The Parties agree that each shall bear their own costs for any work under this MoU, save and except as separately agreed in writing. The operations of each thematic area of paragraph 1 shall be agreed upon by both Parties and subsequently added as an addendum to this MoU.
3. **That Parties shall seek to jointly generate** knowledge and fairly harness talents of the Parties for the benefit of humanity, thus generating positive impact within communities and the wider society. In pursuit of this cause, this MoU is to establish a partnership regarding potential collaborative opportunities. This partnership notably intends to:
  - a.) **Jointly develop educational initiatives** whereby through student mobility, undergraduate and graduate students from both parties shall have exposure to indigenous knowledge, talent, and culture. Joint development of entrepreneurial training is deemed central and where possible, joint collaborative degree programmes shall be pursued in thematic areas of mutual interest to the parties.
  - b.) Co-develop **training and professional development opportunities** for TWU and ABUAD academic and administrative staff.
  - c.) Engaged in joint **transdisciplinary and knowledge translation research** in key Sustainable Development Goals (SDGs) areas.
  - d.) **Co-apply for Research Grant and develop sustainable research/collaboration impact Evaluation Framework:** Both parties shall seek to jointly submit grant applications for funding of research related to article "c" above. In furtherance, both parties shall jointly develop a methodical framework for evaluating the impact of this collaboration on both institutions on one part, and, on the other part, another framework to critically determine the changes in community outcomes attributed to any specific intervention of the joint researches conducted in the thematic area in article "c" above based on caused-and-effect analysis.



4. That the Parties shall jointly establish a facilitated accredited resource (FAR) Centre and Leadership Institute that will grant access to education for learners interested in acquiring international certificates in some TWU available courses. The FAR Centre and the Leadership Institute shall be established and operated in accordance with the terms and conditions on a separate Agreement by the Parties including all Facilities and other Services related thereto.
5. In accordance with good legal practice and the requirements of the *Ministry of Education in British Columbia, Canada, and the National Universities Commission (NUC) Nigeria*, where the Parties agree to proceed with a specific activity, the Parties agree to enter into a separate written agreement for that specific activity which will include all material legal, administrative and financial terms including funding and the responsibilities and obligations which are to be undertaken by each Party which are to be mutually agreed and signed by the Parties prior to the commencement of the activity.
6. Each Party undertakes to reveal to the other such dealings with other institutions or any material fact that may be reasonably expected to impinge on the development of the collaborative relationship established under this MoU.
7. **Confidentiality.** The Parties agree and undertake to keep confidential at all times any information or data that may be exchanged, acquired, disclosed, or shared in connection with any activity conducted pursuant to this MoU save where such information is already in the public domain or is required to be disclosed by any applicable law or regulations (which, in the case, of TWU, shall include under the Access of Information and Privacy Act of 1985 as amended 2023) and in the case of ABUAD, Freedom of Information Act 2011), or where the extent of such disclosure is authorized in writing by the other. Neither Party shall use the information of the other Party except to the extent required to enable the performance of this MoU. The obligations of the Parties under this clause shall continue following the expiry or termination of this MoU.
8. **Intellectual Property (IP) Rights.** All existing IP owned by or licensed to either Party shall remain the property of such Party. Each Party grants to the other a non-exclusive, non-transferable licence for the duration of this MoU to use such of its existing IP as is provided to the other Party for the purposes only of this MoU.
9. **Publicity / Announcements.** Specific approval for any publicity or announcements relating to this MoU or the other Party must be agreed in writing prior to deployment between Trinity Western University, Canada and Afe Babalola University, Nigeria.





- 10. **Duration of this MoU.** The effective date of this MoU is the first date after both Parties have signed below. This MoU will expire five years from the effective date, subject to renewal for another term of three (3) years unless sooner terminated, revoked, or modified by mutual written agreement between the Parties. Either Party may terminate this MoU without liability to the other by giving one month’s notice in writing to the other Party.
- 11. **Amendments** to this MoU shall be effective if made in writing and signed by an authorized signatory of each Party.
- 12. **Conflict and Dispute Resolution:** The Parties shall endeavour to resolve all disputes related to this MoU amicably and collegiately. If disputes remain unresolved, their respective councils shall deal with them.

**Signed**

On behalf of Trinity Western University, Canada.

Signed



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**Dr. Philip Laird**  
**Vice President**  
 (Innovation, Global & Strategic Partnership)

**Date: 19<sup>th</sup> October, 2023**

On behalf of Afe Babalola University, Nigeria



--Signed-----

**Prof E. Smaranda Olarinde, FC Arb.**  
**Vice-Chancellor**

**Date: 19<sup>th</sup> October, 2023**

...Signed.....

**Dr. Imbenzi George**  
**Director**  
 (International /External Engagement)

**Date: 19<sup>th</sup> October, 2023**

...Signed.....

**Prof. Damilola S. Olawuyi. SAN**  
**Deputy Vice-Chancellor**  
 (Academic, Research, Innovation and Strategic Partnership (ARISP))

**Date: 19<sup>th</sup> October, 2023**



TRINITY WESTERN  
UNIVERSITY



AFE BABALOLA  
UNIVERSITY