

**THE UNIVERSITY OF
BAMENDA
P.O. BOX 39 BAMBILI**



**INSTITUT SUPERIEUR DE
TECHNOLOGIES LE BON
BERGER
B.P.11802 Yaoundé**



MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

**THE UNIVERSITY OF BAMENDA (UBa)
Represented by the Vice Chancellor
P.O. Box 39 Bambili**

And

**INSTITUT SUPERIEUR DE TECHNOLOGIES LE BON BERGER
(ISTBER)
Represented by the President/Founder
B.P. 11802 Yaoundé**

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PREAMBLE

- Mindful of the Constitution of the Republic of Cameroon;
- Mindful of Law N° 005 of 16 April 2001 on the orientation of Higher Education in Cameroon;
- Mindful of Decree N° 93/027 of 19 January 1993 to lay down general regulations governing University institutions as modified by Decree N° 2005/342 of 10 September 2005;
- Mindful of Decree N° 2010/371 of 14th December 2010 to create The University of Bamenda;
- Mindful of Decree N° 2011/45 of 8 March 2011 to organize the University of Bamenda;
- Mindful of Decree N° 2011/318 of 30 September 2011 to appoint the Pro-Chancellor of the University of Bamenda;
- Mindful of Decree N° 2011/318 of 30 September 2011 to appoint the Vice-Chancellor of the University of Bamenda; and
- Mindful of Decree N° 2001/832/PM of 19 September 2001 to lay down the legal framework for private institutions of higher learning in Cameroon;
- Mindful of Order N° 01/0096/MINESUP/DDES of 7 December 1996 to lay down conditions for the founding of private institutions of higher learning in Cameroon;
- Mindful of Decree N° 2012/433 of 1st October 2012 to organize the Ministry of Higher Education;
- Mindful of Ministerial Decision No. 08/0273/MINESUP of 03 October, 2008 authorizing the creation of Institut Supérieur de Technologies le Bon Berger (ISTBER)
- Mindful of Decision No. 12/0365/MINESUP of 17 August 2012 authorizing the opening of Institut Supérieur de Technologies le Bon Berger (ISTBER)
- Attentive to an application dated 30 November, 2014 for the academic tutelage of ISTBER HND programmes:

Considering a favourable report to the Vice-Chancellor of The University of Bamenda (UBa) presented by the DVC/RCB of a UBa delegation for inspection and evaluation visit to and a working session on the campus and facilities of ISTBER on February 13, 2015;

Willing to contribute to fostering the quality of Higher Education offered in Cameroon in general and the BMD system in particular, hereby agree to conclude this Memorandum of Understanding (MoU) as follows:



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CHAPTER ONE: GENERAL PROVISIONS

Article 1: PURPOSE OF THE MoU

The objective of this MoU is to establish a framework for mutual collaboration and cooperation between The University of Bamenda (UBa) and Institut Supérieur de Technologies le Bon Berger (ISTBER)

Article 2: DURATION OF MoU

This MoU shall run for a period of three (03) years, renewable by tacit agreement.

Article 3: ENTRY INTO FORCE

This MoU shall come into force upon its signature by both parties and its approval by the Minister of Higher Education.

CHAPTER TWO: SCOPE OF THE MoU

Article 4: SPECIFIC AREAS OF COLLABORATION

This MoU shall specifically cover the following aspects:

1. The supervision of academic activities of ISTBER in the fields of Accountancy, Banking and Finance, Marketing, Management, Insurance, Executive Secretarial Studies, Education, Travel and Tourism Management, Food Management and Catering, Computer Engineering and Power System in the HND Programmes in order to guarantee quality preparation by ISTBER candidates for examinations leading to the award of certificates and degrees within the BMD system;
2. The presentation of students of ISTBER to examinations leading to the award of degrees of UBa, in accordance with the regulations in force;
3. The organization of scientific and professional forums such as seminars, colloquia, and workshops, among others, in order to reinforce and enhance theoretical, practical and outreach aspects of teaching, practical/internship and research in ISTBER as well as its research capacity and staff development;
4. The organization of scientific trips, common cultural and sports activities for a better interaction and inter-stimulation of students/staff of both institutions;



5. The periodic evaluation of administrative and academic management of courses and content assessment of ISTBER programmes by UBa in accordance with the conditions and modalities unanimously set by both institutions;
6. The common organization by both institutions of any other activity ensuing from their fundamental missions of production, organization and dissemination of scientific, cultural, professional and ethical knowledge and best practice.

CHAPTER THREE: OBLIGATIONS OF PARTIES

Article 5: OBLIGATIONS OF UBa

UBa shall particularly undertake to:

1. Ensure that teaching, research and assessment of students of ISTBER in the fields of Accountancy, Banking and Finance, Marketing, Management, Insurance, Executive Secretarial Studies, Education, Travel and Tourism Management, Food Management and Catering, Computer Engineering and Power System are carried out under similar conditions as those prevailing at UBa;
2. Facilitate the presentation of candidates of ISTBER for semester examinations and those leading to the award of certificates and degrees within the BMD system;
3. Reinforce, within the available means, the academic, administrative and management capacities of ISTBER to enable it attain the level of academic and research excellence leading to accreditation by the competent authorities.
4. Provide necessary and relevant information and documents whenever and wherever necessary.

Article 6: OBLIGATIONS OF ISTBER

ISTBER shall specifically undertake to:

1. Implement teaching and practical programmes in fields of study and training cycles for which it has been approved by MINESUP and stick to these fields and cycles;
2. Prepare ISTBER candidates as per UBa requirements for semester examinations and those leading to the award of certificates and degrees of the BMD system;
3. Provide ways and means to facilitate the implementation of this MoU;
4. Provide necessary and relevant information and documents whenever necessary.



Article 7: FINANCIAL OBLIGATIONS OF ISTBER

ISTBER shall ensure the necessary financing for the smooth implementation of this MoU. In this light, ISTBER shall:

- 1) Pay to UBa an annual sum of 50,000 (Fifty thousand) francs per degree student as tuition;
- 2) Make available to UBa staff the necessary and appropriate logistics during inspection, evaluation, and supervision visits to ISTBER;
- 3) Assume such other charges as shall result directly from the implementation of this MoU.

Article 8: JOINT RESPONSIBILITY.

1. UBa and ISTBER shall undertake to work together in the strict respect of the instruments in force, of standards set by competent authorities and their institutions, of official programmes, of university deontology and in accordance with this MoU as well as of those other ensuing particular agreements;
2. UBa and ISTBER shall provide the modalities for the implementation and financing of the proposed programmes and activities as jointly agreed upon in this MoU.
3. Specific programmes governed by application of this framework agreement shall lead to the elaboration of specific conventions between the two parties;
4. UBa and ISTBER shall undertake to organize periodic meetings to agree on programmes and specific action plans to be integrated within this framework agreement.
5. It shall be the joint responsibility of the two parties to inform the public about this MoU.

CHAPTER FOUR: MISCELLANEOUS AND FINAL PROVISIONS

Article 9: MODIFICATION AND TERMINATION OF THIS MoU

Notice of termination by either party must be given at least 90 working days in advance. This MoU may be modified by written agreement of both parties at any time.

Article 10: DISPUTES RESOLUTION

Any dispute arising out of this MoU shall be resolved amicably. In the event of failure of amicable settlement, the dispute shall be submitted to the arbitration of the Minister of Higher Education (MINESUP).



Article 11: EVALUATION OF THIS MoU

For the purpose of improving the mission of this MoU, both parties shall appoint competent authorities of their institutions to present their evaluation reports. The frequency of this evaluation shall be agreed upon by both parties.

Article 12: GOOD FAITH

The parties to this MoU shall take necessary measures to ensure its smooth execution. They shall also collaborate harmoniously and in good faith in the face of new circumstances intervening during the currency of this MoU.

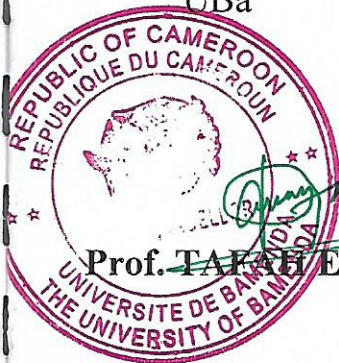
Article 13: ENTRY IN TO FORCE

This MoU shall enter into force upon its signature and approval by the Minister of Higher Education.

Done in Bambili, the 28 JUL 2015

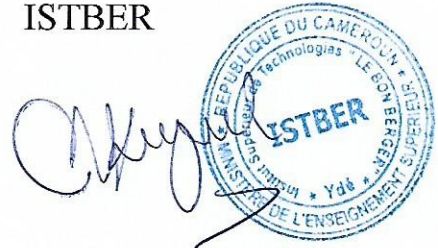
In Six Original Copies:

The Representative of
UBa



Prof. TAFATI EDOKAT.O. Edward

The Representative of
ISTBER



Mr. NKONPAWA Grégoire

01 SEP 2015

Visa of the Minister of Higher Education



Jacques Fame Ndonga