





# MEMORANDUM OF UNDERSTANDING

#### THE PARTIES

#### African Association for Public Administration and Management

The African Association for Public Administration and Management (AAPAM) is an international professional organization that promotes best practice, excellence and professionalism in public administration and management in Africa through research, publications, training, seminars, consultancy, conferences and awards. AAPAM draws its membership from sectors including governments, corporate bodies, private sector, civil society, international organizations, individual members and students. The Association provides its members with a platform for articulation and dissemination of ideas on capacity building and development of Africa. AAPAM operates mainly but not exclusively in Africa.

(Hereinafter referred to as "AAPAM")

# Network of Schools of Public Policy, Affairs, and Administration (NASPAA)

NASPAA or the Network of Schools of Public Policy, Affairs, and Administration is the global standard in public service education. NASPAA is a nonprofit 501(c)(3) membership association with over 300 institutional member schools at U.S. and non- U.S. universities that award degrees in public administration, public policy, public affairs, nonprofit and related fields. NASPAA is the recognized global accreditor of master's degree programs in these fields.

(Hereinafter referred to as "NASPAA")

# (Individually referred to as "Party" and collectively as "Parties")

#### PREAMBLE

**RECOGNIZING** the need for the development of competent practitioners, academics and researchers for the rapid development of the African continent and effective public administration around the world;

**CONSIDERING** the importance of co-operation among organizations in the mobilization of resources for the achievement of these objectives;

**PROMOTING** the study, practice and status of the profession of public administration and management and the adoption of adequate administrative and management practices;

**DESIRING** to strengthen and further develop co-operation between the organizations in the field of public administration and management;

**CONVINCED** of the necessity of lasting and effective co-operation in the interest of the organizations;

**BELIEVING** that such co-operation would serve the common interest and contribute to the enhancement of the development of countries around the world, including Africa and United States of America;

HAVE AGREED as follows:

#### PURPOSE

The purpose of this Agreement is to define the basis for collaboration between the organizations with respect to the promotion of best practice, research, study and capacity building in public administration and management.

The organizations hereby agree as follows:

# GENERAL

- To conduct joint research, seminars, conferences, student policy simulations, workshops and academic/professional meetings to collaborate in the advancement of public affairs education;
- To promote the sharing of models, experiences, best practices and lessons learned in enhancing public administration and management in Africa;
- To build and strengthen alliances and partnerships to advocate for the implementation of action plans in capacity building and development in public administration;
- To conduct joint activities on mutual agreement and within the mandates and project goals of both organizations;
- To encourage the participation of persons on each other's programmes or memberships;

- To share information through access and exchange of each parties' professional publications;
- To support the hosting and documentation of joint meetings for planning, implementation and evaluation;
- To explore possible avenues for collaboration in resource mobilization through provision of required documentation, information and technical representatives to potential partners;
- To Jointly identify new activities and programmes in the context of newly emerging issues and expectations, including achievement of the Sustainable Development Goals;
- To provide one reciprocal complementary registration per year to each other's conference or annual meeting;

# **PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

- The use of the name, logo and/or official emblem of any of the organizations on any publication, document and/or paper is prohibited, without prior written approval of either organization.
- The ownership of background intellectual property existing prior to the commencement of the agreement will be and remains unaffected hereby solely and separately by the organizations or the research results obtained through the sole and separate effort of the organization, shall be solely owned by the organization concerned.
- The rights of ownership of foreground intellectual property arising from the research associated with this collaboration will be negotiated in a joint project agreement for each project undertaken.

# CONFIDENTIALITY

• Each organization shall undertake the confidentiality and secrecy of documents, information and other data received from, or supplied to the other Organization during the period of the implementation of this agreement or any other agreement made pursuant hereto.

- Both organizations undertake to treat the confidential information as strictly confidential, not to divulge to any third party or sell, trade, reproduce or reverse engineer any of the confidential information and not to put in use for any purpose unrelated to the collaboration, in any manner, without first seeking and obtaining the disclosing organization's prior written consent.
- Both organizations agree that the provisions of this article shall continue to be binding on the organizations notwithstanding the termination of this agreement and they are to ensure that their staff and contractors, who have a need to know confidential information, undertake the above obligations of confidentiality.
- Provided that an organization may change its postal and physical, fax and email address for notice hereunder by giving the other organization notice of such change pursuant to this article.

#### **SUSPENSION**

- In the event that one organization is not fulfilling its part of the obligations as agreed in the scope of the agreement, the aggrieved organization shall be at liberty to suspend the agreement with immediate effect and shall call for renegotiation within fourteen (14) days after such suspension.
- In the event of the other organization not fulfilling its obligation, the aggrieved may give the other organization a notice of termination but in the meantime handle the abandoned assignment in the best way to avoid the disruption on the on-going activity and further deterioration/harm of the activity/consultancy/programme.

#### **REVISION, MODIFICATION AND AMENDMENT**

- Neither organization shall assign or cede any benefit, obligation or interest which it has in the agreement to any third party without first seeking and obtaining the prior written consent of the other organization.
- This MoU shall be effective as from the day it is signed for a period of four(4) years. Any extension or amendment is subject to agreement by both parties.

- Any revision, modification or amendment agreed on by the organizations shall be reduced and approved in writing and shall form part of this Agreement.
- Such revision, modification and amendment shall come into force on such date as may be determined by the organizations.
- Provided that any organization that wishes to propose any revision, modification and or amendment of any part hereof shall notify the other organization in writing stating clearly the proposed revision, modification and or amendment for the consideration of the other organization.

#### SETTLEMENT OF DISPUTES

- A dispute shall be deemed to have arisen when either organization notifies the other in writing to that effect.
- Any differences or disputes between the organizations concerning the interpretation and/or implementation and/or application of any part of this agreement shall be settled amicably through mutual consultation and/or negotiations between the organizations.
- The organizations shall use all reasonable efforts to resolve any dispute that may arise under this agreement through good faith negotiations. Each organization shall nominate a senior representative of its management to meet via Zoom or other online meeting software to resolve the dispute. The organizations shall settle any disputes that arise, through professional arbitration rather than legal proceedings.

# AREAS OF COLLABORATION

 Some of the areas to be considered for collaboration are: Strategic programme management; quality assurance of public administration/management programmes; graduate programme assessment and outcomes measurement; teaching sustainable development and sustainable development goals, especially SDG 16, in the public administration classroom; and experiential learning (including demonstrations of teaching cases and computer-based policy simulations). In witness whereof, the organizations have willingly executed this Agreement on the 3rd of October of 2024.

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RaJade M. Berry-James, PhD President of NASPAA, 2023-2024

0 C Prof. G.K. Scott 1.4/2024 H Secretary General, AAPAM

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