



## MEMORANDUM OF AGREEMENT

BETWEEN

MINISTER OF COMMERCE INDUSTRY LABOUR AND IMMIGRATION

AND

SOLOMON ISLANDS NATIONAL UNIVERSITY

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FK  
Ru

This AGREEMENT is made at Honiara this \_\_\_\_\_ day of February 2022;

**BETWEEN:**

**MINISTER OF COMMERCE INDUSTRIES LABOUR AND IMMIGRATION,**  
representing the Solomon Islands Government, P O Box G 26 Honiara, ("MCILI"),

**AND:**

**SOLOMON ISLANDS NATIONAL UNIVERSITY** whose head office is located at  
Kukum Campus, ("SINU").

Both of whom are herein referred to as the "Parties".

**Preamble**

The Parties recognize that the Solomon Islands National University is a national university, owned fully by the Government and people of Solomon Islands, and, as such, the Parties agree to work together to give effect to the provisions of the Solomon Islands National University Act 2012 (the Act), as relates to the University's employment of its employees, including employees who are not citizens of Solomon Islands, to ensure that SINU becomes a credible University with a reputation for academic excellence and freedom both in Solomon Islands and overseas.

**Now the Parties agree as follows:**

**1-objectives**

- 1.1. The Labour Division is regulated by the provisions of the Labour Act (Cap. 73), and SINU was established under the Act.
- 1.2. The Act (s. 5) requires that in the performance of its functions as well as policy, the Labour Division, as an "agent of the Crown", shall always act in ways that are consistent with promoting academic freedom at SINU.
- 1.3. The objective of this Agreement is to give effect to the above provisions of the law.

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## 2 – Scope of co-operation

2.1. This Agreement covers the requirements for permits to work in Solomon Islands for persons who are not citizens of Solomon Islands, engaged by SINU to work at and/or carry out professional consultancy services for the university.

## 3 – Undertaking

3.1. For the purpose of s37 of the Labour Act, the Labour Division undertakes to deem all non-citizen employees of SINU as persons employed in the service of the Government of Solomon Islands, as per s11 (1) (b) of the Immigration Act 2012, thereby applying s37 (7) of the Labour Act for matters that specifically relate to the requirements on work permits for non-citizen employees of SINU.

3.2. Despite 3.1 above, the Minister must pursuant to s79 of the Labour Act publish in the gazette the names of persons exempted from s37 of the Labour Act.

## 4. – Job Rank

4.1. The parties agree the following position to be covered by s11 (1) (b) of the Immigration Act 2012 and thereby applying s37 (7) of the Labour Act.

- a. Vice Chancellor
- b. Pro-Vice Chancellor Corporate
- c. Pro-Vice Chancellor Academic
- d. Professors
- e. Associate Professors
- f. Assistant Professors
- g. Deans
- h. Senior Lecturers
- i. Principal Lecturer / Principal Training Officer
- g. Senior Lecturer / Senior Training Officer
- k. Lecturer I / Training Officer I
- l. Lecturer II / Training Officer II
- m. Assistant Lecturer / Assistant Training Officer
- n. Director
- o. General Manager/Deputy Director





- p.Manager
- q.Deputy Manager
- r.Chief (Officer)
- s.Principal (Officer)
- t.Technical Assistant (TA)

## **5 – Legal effect**

5.1. The Parties acknowledge that this Agreement is legally enforceable.

## **6– Settlement of duties.**

6.1. The Parties agree that any dispute arising out of this Agreement shall be settled amicably in good faith through consultation or negotiation between the Parties.

## **7 – Confidentiality & Intellectual Property**

7.1. The Parties must not disclose or distribute any confidential information, documents, data received or supplied to the other in the course of the implementation of this agreement 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 Agreement.

## **8 –Governing law**

8.1. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of Solomon Islands.

## **9 – Designation of office**

9.1. Each party must designate an office and/or an officer which/who shall serve as liaison for implementing this Agreement. Unless the other party is advised in writing, for SINU this person is the Director of Human Resources, and for Division of Immigration, this person is the Director Immigration.

## **10 – Duration and effect**

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10.1. This Agreement is valid indefinitely and will come into effect on the date of signing by the Parties.

### 11 – Amend and review

11.1. The Parties may mutually amend this Agreement at any time, and all such amendments must be in writing and duly executed by the Parties.

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

SIGNED on behalf of  
SINU by

  
Dr. Jack Maebura  
Vice-Chancellor (Ag.)




Date:

25/2/22

Witnessed by:

Signed:



Name: SHABIRACH P. P. P.

Title: PVCC

Date: 25/02/22

SIGNED on behalf of  
SOLOMON ISLANDS GOVERNMENT

  
Hon. Frederick Kologeto  
Minister of Commerce,  
Industries, Labour &  
Immigration



Date:

25.02.22

Witnessed by:

Signed:



Name: RILEY MESERITO

Title: PS

Date: 25.02.2022