

Memorandum of Understanding  
between the University of Seychelles and  
the SeyLII Association of Seychelles  
**Concerning the Production and Publication of Secondary  
Legal Material**

This Memorandum of Understanding (MOU) is entered into as of the 5<sup>th</sup> of October 2015, by and between the University of Seychelles (UniSey) and the SeyLII Association of Seychelles (SeyLII).

RECOGNIZING the mutual interest in the field of legal education and research, and in the development and dissemination of legal knowledge;

RECOGNIZING the importance of institutional cooperation for the promotion of secondary (interpretative) legal material and its availability to the legal community and the general public;

RECOGNIZING UniSey's special status as a member of SeyLII;

THE PARTIES HEREBY agree to establish collaboration according to terms and conditions set out in the articles following hereunder.

**1. SCOPE OF THE COOPERATION**

- 1.1 The general purpose of this MOU is to facilitate the production and dissemination of secondary (interpretative) legal materials.
- 1.2 UniSey's mission is to develop into a "Knowledge Hub of the Indian Ocean". To this end, both internal and independent research initiatives are welcomed and supported. The Faculty of Business and Law, and the Law programme in particular, are involved in the development and growth of local legal scholarship in Seychelles.
- 1.3 SeyLII is committed to improving public online access to legal material, including secondary resources such as journals, guidance, and commentary. The SeyLII Guidelines on the publication of secondary material (May 2015) state that: "Secondary material which is not produced by a public body and which would not otherwise be freely available online may be submitted for direct publication on SeyLII in accordance with a Memorandum of Understanding entered into between the Board of SeyLII and the author/s or creator/s of the resource in question". SeyLII can also provide links to existing freely available material.



## **2. GENERAL AREAS OF COOPERATION**

### **The parties agree to cooperate towards:**

- 2.1 The organisation of joint educational and research-oriented activities such as seminars and training in legal research and writing.
- 2.2 The establishment of mechanisms for students to volunteer in initiatives that concern access to legal information, internships and other professional development opportunities.
- 2.3 The creation of publication opportunities on SeyLII for secondary material produced by UniSey Law faculty and/or students, including undergraduate short dissertations.
- 2.4 The establishment of a peer review panel for such publications, with membership including representatives of both parties.
- 2.5 The creation of a yearly prize for the best legal writing by a law student or recent graduate on a legal topic of relevance to Seychelles
- 2.6 The promotion and dissemination of local scholarly writing throughout the Seychelles legal community at large.

## **3. THE AGREEMENT**

- 3.1 At UniSey, the MOU will be administered by the Faculty of Business and Law, in the person of the Head of Programme for Law. At SeyLII, this MOU will be administered by the Board of the Association.
- 3.2 This MOU may also involve other parties and institutions by mutual consent, which involvement may be added later by written addendum to this MOU.
- 3.3 UniSey will observe all applicable intellectual property laws as regards material submitted for publication on SeyLII and will retain sole responsibility for its accuracy and currency once published.
- 3.4 SeyLII will be solely responsible for the uploading and maintaining of the materials on the website [www.seyllii.org](http://www.seyllii.org).
- 3.5 SeyLII will fully attribute all material submitted for publication by UniSey.
- 3.6 Each party reserves the right to request the removal of specific material of this kind from the SeyLII website where its publication is no longer considered conducive to the goals of this MOU.

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3.7 The parties where necessary may enter into specific written agreements under the authority of this MOU to clarify and define the nature, extent and terms of operation for the proposed collaborations, including peer review mechanisms, intellectual property ownership, and funding issues.

#### **4. DURATION**

This MOU will be in effect from the date of signature for a period of a year. It shall be renewed upon mutual written agreement. It may be modified by mutual written consent.

The undersigned agree to this MOU:

#### **FOR THE UNIVERSITY OF SEYCHELLES:**

Professor Dennis Hardy, Vice-Chancellor



#### **FOR THE SEYLII ASSOCIATION OF SEYCHELLES:**

The Honourable Chief Justice Mathilda Twomey, Chair of the Association

