

THE UNIVERSITY OF JORDAN

 مكتــــب الرئيــــس Office of the President

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الأستاذ الدكتور عميد البحث العلمي وضمان الجودة

الأستاذ الدكتور مدير وحدة القبول والتسجيل

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الأستاذ الدكتور عميد شؤون الطلبة

الدكتور مركز الإبتكار والريادة

الدكتور مدير مركز الإستشارات والتدريب

الدكتورة مديرة وحدة الشؤون الدولية /(مع النسخة الأصلية)

الدكتورة مديرة دائرة الإعلام والعلاقات العامة

السيدة مديرة دائرة الشؤون القانونية

السيد مدير دائرة الموارد البشرية

السيد مدير وحدة الشؤون المالية

الدكتور مدير دائرة المجالس

تحية طيبة وبعد،،،

فأرفـق طيه نســخة من مذكـرة التفاهـم الموقعـة بيــن الجامعـة الأ_{بـ}دنية و المركز الدولي لهندسة الجينات والتكنولوجيا الحيوية في إيطاليا.

يرجى الاطلاع والاستناد إليها عند اللزوم.

وتفضلوا بقبول فائق الاحترام ،،،

رئيس الجامعة بالوكالة

الأستاذ الدكتور عماد صلاح

" est

http://www.ju.edu.jo





MEMORANDUM OF UNDERSTANDING

BETWEEN:

International Centre for Genetic Engineering and Biotechnology with its Headquarters at Area Science Park, Padriciano 99, 34012 Trieste, Italy which is represented for the purposes of the signature of this Memorandum by the Director General Dr. Lawrence Banks, duly authorized,

Hereinafter referred to as "ICGEB",

AND

The University of Jordan (UJ), Amman, 11942, Jordan, represented by its President or designated officer.

Hereinafter referred to as "UJ",

Hereinafter individually referred to as a "Party" and collectively referred to as the "Parties".

PREAMBLE

WHEREAS ICGEB is an intergovernmental organization having the Hashemite Kingdom of Jordan has one of its Member States. The ICGEB is dedicated to advanced research and training in molecular biology and biotechnology and holds out the prospect of advancing knowledge and applying the latest techniques in the fields of biomedicine, crop improvement, environmental protection/remediation, bio fertilizers and bio energy production.

WHEREAS UJ goal is to establish a joint PhD program and enhance collaborations with ICGEB

WHEREAS the Parties are interested in expanding their cooperation and to develop opportunities for research and academia which is a major area of common interest.

THEREFORE ICGEB and UJ therefore mutually agree to enter into this Memorandum of Understanding (the "MOU")

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1: PURPOSE

- 1.1 The purpose of the present MOU is to define the terms and conditions under which Parties intend to strengthen cooperation "in accordance with the legislations of the University of Jordan" in the field of prevention and control of industrial biotechnology, and other related topics.
 - In this regards, both Parties intend to develop their collaboration and provide mutual support on the following basis:
 - Promoting the establishment of a joint biomedical sciences PhD program at the UJ-SOM
 - Encourage the participation of graduate students to the training programs and research activities, including the opportunity of spending up to 12 months in one of its laboratories, at ICGEB
 - Stimulate the foundation of future scientific collaborations between JU and ICGEB
- 1.2 It is understood by all Parties that there are no financial considerations associated with this MOU and Parties agree that no remuneration is due between them in consideration of this MOU.
- **1.3** They will work together in good faith in order to implement the purpose above identified.

ARTICLE 2: AREAS OF COOPERATION

- 2.1 It is intended that the cooperation between the Parties in accordance with the legislations of the University of Jordan; may include but not be limited to:
 - Scientific collaborations in the field of Life Sciences
 - Cooperation on academic programs at JU-SOM
 - Promotion of joint meetings and events
- 2.2 The areas of cooperation may be modified from time to time by written agreement between the Parties.

ARTICLE 3: IMPLEMENTATION

- 3.1 The Parties agree that while they would abide by the intent of this MOU, it does not commit them to pledge specific levels of financial or personnel support. The provision of any such support from either Party will be based on available resources and will be provided in accordance with the rules, regulations, laws, and policies under which each Party operates and will be documented in specific agreements.
- 3.2 Before engaging in a collaborative activity or project decided by the Parties in the scope of this MOU, the Parties will enter into a separate written agreements expected to set forth, notably, the respective responsibilities of the Parties and, as appropriate, include provisions with respect to technical works, financial and personnel support, liability and insurance (where relevant), the ownership and exploitation of intellectual property rights, the monitoring of the collaborative project, communication and publications, confidentiality, as well as the dissemination of results.
- 3.3 The activities or projects submitted within the above framework shall be evaluated by the Parties jointly through peer review thereby respecting their own specific rules, regulations, and practices. The Parties shall comply with all applicable laws and

regulations. Neither Party shall perform any actions that are prohibited by local and other anti-corruption laws that may be applicable to one or both Parties.

ARTICLE 4: LIABILITY-NON BINDING

- **4.1** No Party shall be liable to the other for any loss of profit, loss of business or consequential loss of that Party, whatever arises, except for breaches of clause 7.
- 4.2 The Parties also agree that it is not the intention for this MOU to be legally binding on either or both Parties except for clauses 1.2, 5, 6, 7, 8 and 9 that shall be binding. Nothing in this MOU prevents either Party from entering into collaborative arrangements with other organizations covering the same subject matter.
- 4.3 The Parties are independent contracting parties, and nothing in this MOU shall make any Party the agent or legal representative of the other for any purpose whatsoever, not does it grant either Party any authority to assume or to create any obligation on behalf of or in the name of the other.

ARTICLE 5: DURATION AND TERMINATION

- 5.1 This MOU shall become effective as of the date of its last signature by the Parties and shall remain in effect for a period of three (3) years from that date.
- **5.2** This duration could be extended by mutual written agreement of both Parties for another term maximum.
- **5.3** Either Party may terminate this MOU before the end of the initial period or any extended term by giving at least a two (2) months written notice to the other Party.
- **5.4** Unless the Parties agree to the contrary, such termination should not affect the activities already approved jointly by the Parties or those already in progress.
- 5.5 Collaborative activities and projects pursuant to specific agreements under implementation at the date of termination of this MOU shall continue in accordance with the terms of these agreements unless terminated early by written agreement of the Parties.

ARTICLE 6: CONFIDENTIALITY

- 6.1 The Parties agree to treat as confidential and privileged, the contents of this MOU, together with any information pertaining to it, and further agree not to use any information obtained under this MOU to the detriment of the other Party in any way (hereinafter "Confidential Information").
- 6.2 The Parties may exchange Confidential Information (including to employees of a Party) during the term of this MOU. A Party must not disclose any Confidential Information of the other Party without first obtaining the consent of the other Party in writing. Each Party agrees to take reasonable steps to provide for the safe custody of any and all Confidential Information of the other Party in its possession and to prevent unauthorised access to or use of the Confidential Information.
- 6.3 Confidential Information means information, which is by its nature is confidential or is identified as confidential by either Party but does not include information which:
 - may be required to be disclosed by law;
 - is in the public domain other than by breach of this MOU; or

has been independently developed or obtained by either Party.

ARTICLE 7: COMMUNICATION

- **7.1** Each Party shall inform the other Party before publishing or communicating any subject matter related to the present MOU.
- 7.2 Nothing in this MOU shall be construed as conferring the Parties any right to include in advertising or any other activities any reference to the other Party, its flag, name and emblem without the prior written consent of the other Party.
- **7.3** Each Party undertakes not to tarnish, directly or indirectly, the reputation, image or names and marks of the other Party.

ARTICLE 8: GOVERNING LAW AND DISPUTE RESOLUTION

- 8.1 In view of ICGEB's particular nature as an intergovernmental organization, this MOU is not governed by any law but only by its sole content.
- 8.2 The Parties endeavor to settle amicably any dispute arising from the performance, the parties herewith agree that Jordanian law, shall be the venue for all legal disputes arising from this agreement. validity or termination of this MOU by consultation or negotiation between both Parties through their respective management, or such other means as they may mutually decide within a maximum term of forty-five (45) days of receipt of the written notice of the disagreement.
- 8.3 It is understood, however, that the provisions of this paragraph shall not constitute or imply the waiver by ICGEB of its privileges and immunities as foreseen by its Statutes and applicable International Law.

ARTICLE 9: NOTICES

Any notice or request required or permitted to be given or made under this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, prepaid, or facsimile to the addresses specified below. The addresses and/or contact persons may be changed by either Party by providing notice to the other in the manner set forth herein.

For:

For ICGEB: Marianna Maculan Chief, External Relations Padriciano 99 34149 Trieste Italy

E-mail: maculan@icgeb.org

For UJ Dr. Hadeel Yaseen Director, International Affairs Unit The University of Jordan Email: h.yaseen@ju.edu.jo

ARTICLE 10: PRIVILEGIES AND IMMUNITIES

Nothing in or relating to this MOU will be deemed as a waiver, express or implied, of any of the privileges and immunities of ICGEB or its personnel.

JU agrees to respect the status of ICGEB as an intergovernmental organization as well as the provisions contained in its Statutes.

Signed in two originals in English for and on behalf of

The University of Jordan

Vice President for Scientific Schools

Professor Kifah Jamani

ICGEB

Director General

Dr. Lawrence Banks