

MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING (MoU) by and between the CADI AYYAD UNIVERSITY (Marrakech, Morocco) and the CONSIGLIO NAZIONALE DELLE RICERCHE (Italy), which aims at promoting academic cooperation between the Parties.

The **CADI AYYAD UNIVERSITY (UCA)** located at Avenue Abdelkrim Khattabi B.P. 511, Marrakech Morocco, herein represented by its President, doctor Moulay Lhassan HBID, and the **CONSIGLIO NAZIONALE DELLE RICERCHE (CNR)**, located at Piazzale Aldo Moro, 7, Rome, Italy, herein represented by its President, Massimo Inguscio, based on the shared understanding that cooperation between both institutions will further research and other scientific and cultural activities, do hereby resolve to execute this Memorandum of Understanding, which shall be governed by the following terms and conditions:

SECTION 1 - PURPOSE

The CADI AYYAD UNIVERSITY and the CONSIGLIO NAZIONALE DELLE RICERCHE agree to promote and support academic cooperation between qualified researchers from both institutions, in the mutual areas of research, by means of:

1. exchange of teaching staff and researchers;
2. joint development of research projects;
3. joint organization of scientific and cultural events;
4. interchange of information and of academic publications;
5. exchange of members of their technical and administrative staffs;
6. shared courses.

SECTION 2 - IMPLEMENTATION

For the purpose of implementing each specific cooperation activity, both institutions shall jointly prepare a work program describing the funds, the means and the respective responsibilities, which shall thereupon be the object of a Specific Agreement, to be subsequently signed by the concerned Parties.

SECTION 3 - FUNDING

Each institution shall exert its best efforts to procure funding from internal or external sources, so as to ensure the feasibility of the cooperation programs.

SECTION 4- REQUIREMENTS

The scholars and researchers taking part in the cooperation programs hereunder shall comply with the immigration requirements of the country of the host university, and shall contract an international medical and hospital insurance covering the stay abroad.

SECTION 5-INTELLECTUAL PROPERTY RIGHTS

Each Party shall own all IP which is generated by its staff, students and agents pursuant to this MoU. Considering that this MoU is important to the progress of science and to the production of knowledge, the Parties agree to provide mutual licenses without costs for each one to make use of IP for noncommercial academic activities inside the institutions.

In the event that both Parties are responsible for jointly generating IP, such IP shall be jointly owned in accordance with the inventive contribution made by each Party, by means of the settlement of a specific Agreement.

If such IP is capable of commercial exploitation neither Party shall exploit without the consent of the other and on terms to be agreed by means of a specific Agreement.

SECTION 6- PUBLICATION

Both Parties shall jointly publish results arising from this co-operation in accordance with usual academic practice. In the event of publication by one Party, the other Party shall be asked to give a written consent 30-days in advance. If such consent is not given within the stipulated period, the publication will be considered to have been authorized.

Both Parties shall be free to use any scientific and technical information created or transferred in the course of the collaborative academic activities described in Section 1 for their own research and development purposes. However, any use by either Party of the other Party's background information for research and development purposes shall be the subject of a separate Agreement.

SECTION 7- CONFIDENTIALITY

This MoU and all documents and information provided by one Party to the other Party under, or in connection with the negotiation of this MoU or any subsequent contractual undertakings shall be treated as confidential (Confidential Information). The Confidential information shall not be used except for the purposes for which it was made available and the Confidential Information shall not be disclosed to any other person without the prior written consent of the disclosing Party.

Neither Party will be in breach of any obligation to keep any Confidential Information or not to disclose it to any other Party to the extent that it:

- Is known to the Party making the disclosure before its receipt and not subject to any obligation of confidentiality to another Party; or
- Is or becomes publicly known without any breach of this MoU or any other undertaking to keep it confidential; or
- Has been obtained by the Party making the disclosure from a third party in circumstances where the Party making the disclosure has no reason to believe that there has been a breach of an obligation of confidentiality; or
- Has been independently developed by the Partner making the disclosure; or
- Is disclosed in obedience of any law, regulation or order of a competent Court by jurisdiction, and the Party which is required to make that disclosure, has informed the other Party within a reasonable time after said request, on both the obligation to make such disclosure and what the information to be disclosed is; or
- Is approved for release in writing by an authorized representative of the Party whose information is owned.

In the execution of this MoU both Parties shall observe the legislative and regulatory framework in their respective countries.

SECTION 8-EFFECTIVE TERM

This Memorandum of Understanding shall become effective on the date of last signature and shall remain effective for a period of 5 (five) years. Upon the completion of this term, the Memorandum of Understanding may be reedited, upon the assent of both institutions, and such renewal shall take the form of a new Memorandum of Understanding or of a specific Agreement.

SECTION 9-AMENDMENTS

Any changes to the terms and conditions of this Memorandum of Understanding shall become effective by means of an Amendment mutually accepted by the signatory Parties.

SECTION 10-COORDINATION

As coordinators for this Memorandum of Understanding, the following are appointed: on behalf of the UCA and on behalf of CNR, the Head of international Relations Office.

SECTION 11-TERMINATION

The present Memorandum of Understanding can be terminated at any time by one of the Parties, by means of a written cancellation notice, to be received 180 days prior to the proposed termination date. In the case of outstanding issues, the Parties shall define, within an Instrument for the Agreement Resolution, the tasks for closing each of the programs affected by the resolution, provided that the activities still under way be completed before the termination becomes effective, as well as all other engaged commitments.

SECTION 12-SETTLEMENT OF DISPUTES

In order to settle any doubts that may arise under the performance or in the construction of this Memorandum of Understanding, the Parties shall exert their best efforts to reach a solution by mutual consent. In the event such consent is found to be impossible, the Parties shall jointly appoint a third party natural person, to act as mediator.

Having thus agreed and covenanted, the Parties sign this Memorandum of Understanding in 1 (one) copy in English.

CADI AYYAD UNIVERSITY
Prof. Moulay Lhassan HBID
President

CONSIGLIO NAZIONALE DELLE RICERCHE
Prof. Massimo Inguscio
President

INGUSCIO MASSIMO
11.06.2020 14:30:37 CEST



UNIVERSITE CADI AYYAD
Présidence
MARRAKECH
Le Président
Moulay Lhassan HBID