



MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is made on 28-Oct 2023

BETWEEN

"FUDAN UNIVERSITY", a public institute of higher education and research having its registered office at 220 Handan Road, 200433 Shanghai, China, represented herein by its President, Professor JIN Li, hereinafter referred to as "Fudan" and a First Party,

AND

The "UNIVERSITY OF JORDAN", a public university located in Amman, Jordan, represented by its <u>President, Professor Nathir Obeidat</u>, hereinafter referred to as "JU" and a Second Party.

WHEREAS the parties agree to promote joint research and development activities of mutual interest in accordance with their respective needs and objectives, and shall, by joint agreement, determine the areas and subject of such collaboration, on the basis of the understanding set out in this Memorandum of Understanding ("MOU").

- **1.** The purpose of this MOU is to develop academic cooperation and promote mutual understanding among the Parties.
- 2. All Parties agree to develop the following activities in academic areas of mutual interest, on the basis of equality and reciprocity:
- (a) Research collaboration and/or joint research projects;
- (b) Promotion and support of joint PhD opportunities;
- (c) Exchange of academic staff;
- (d) Organization of lectures and/or symposia;
- (e) Exchange of academic information or material;
- (f) The establishment of a formal student exchange program.

- 3. The development and implementation of specific activities based on this MOU will be separately negotiated and agreed upon between the Parties which carry out the specific projects. This shall be subject of a separate written agreement between the Parties. Both Parties agree to carry out these activities in accordance with the laws and regulations of their respective countries after full consultation and approval from the other party.
- 4. It is understood that the implementation of any of the cooperative activities stated in Clause 2 may be restricted depending upon the availability of resources and funds at the Parties concerned. Any separate agreement entered into by the Parties (as set out in clause 2 may survive termination or expiration of this MoU.
- 5. All Parties agree not to use any logo, registered or unregistered trademark, design or crest of the other Institution (Mark) without the prior written consent of the other Institution to the particular use. Each Institution agrees not to do anything or use any Mark in a way which, in the reasonable opinion of the other Institution, would damage or bring into disrepute the name, image or reputation of the other Institution.
- 6. The intellectual property hereunder, includes but not limited to patent rights, copyright, trademark right, software copyright, technical secret and trade secret in accordance with applicable laws and regulations. Any existed intellectual properties of the parties involved in the research activities shall be owned by the original property owner respectively. The cooperating party shall keep confidential the intellectual properties of the other party. Any new intellectual properties created during the research activities shall be distributed as follows: each party shall be the sole and exclusive owner of the intellectual properties created by such party's independent work; both parties shall be the joint owners of the intellectual properties created by their collaborative work, with the shares of each party in proportion to its actual contribution, and no party shall disclose such intellectual properties to third parties without the other party's prior consent. The attribution of the

intellectual properties created during other projects of the parties shall be determined and executed separately in accordance with the project cooperation agreement.

7. Subject to the laws of the host country and regulations of the host university, the two parties agree that the program activities will be conducted in a sound academic manner, and the cultural traditions and value systems of the program students' home countries will be respected. At the administration level, the two parties will properly handle concerns /differences if ever arising from the students regarding the above.

The two parties shall make members of the two parties who participate in the activities under this agreement know their obligations of abiding by the laws and related rules and regulations of both countries when they are physically located in the host country.

- **8.** This MOU may be amended or modified by a written agreement signed by the representatives of both Parties.
- 9. In the event of an unforeseen incident during collaborative activities in any of the countries of the Parties, they shall agree to negotiate a mutually acceptable solution. As far as practicable, these solutions shall be incorporated into the specific understandings mentioned in Clause 3.
- **10.** This MOU shall enter into force on the date of signature and shall be in force for a period of <u>five (5)</u> years. It may be renewed after being reviewed and renegotiated by both Parties.
- **11.** Either Party may, by giving six (6) months' written notice to the other Party, terminate this MOU. The termination will not affect ongoing activities.
- **12.** Should any disagreement may arise out of the application, interpretation or implementation of this MOU, the Parties shall endeavor to exercise their best efforts to negotiate these differences. Alternative methods of dispute resolution shall be exhausted before resorting to court litigation.

This Agreement is written in the language of English, with each party to the Agreement retaining one (1) copy.

Signed for, and on behalf of,

THE UNIVERSITY OF JORDAN

Prof. Nathir Obeidat, President

Date: 28/10/2023

Chiversity of 3

Signed for, and on behalf of,

FUDAN UNIVERSITY

Prof.JIN Li, President

Date: 2023-10-28