



**Memorandum of Understanding  
on Academic Cooperation**



between

**The University of Jordan**

And

**The University of Waterloo**

**First party:** The University of Jordan, Amman, 11942, Jordan, represented by its President or his deputy or personnel authorized in writing. (Hereinafter referred to as the **PARTY ONE**).

**Second party:** University of Waterloo, 200 University Avenue West, Waterloo, Ontario, Canada N2L 3G1, represented by its Associate Vice-President Research & International. (Hereinafter referred to as the **PARTY TWO**).

**WHEREAS** in this Memorandum of Understanding ("MOU"), Party One and Party Two may be referred to individually as a "Party" and collectively as the "Parties";

**AND WHEREAS** the Parties desire to develop academic cooperation in various fields;

**AND WHEREAS** the recitals of this MOU shall be considered an integral part of it and shall be read together with the remainder of the MOU as a single instrument for all purposes;

**NOW THEREFORE** the Parties agree to the terms of this MOU as follows:

**Article 1-** The Parties wish to explore the following collaborative activities in academic areas of mutual interest:

1. Exchange of faculty and researchers for purposes of teaching, conducting lectures, conducting research, and exchange of expertise.
2. Conducting collaborative research projects.
3. Exchange of students, subject to terms to be outlined in a separate student exchange agreement.
4. Jointly organize symposia, seminars, and conferences.
5. Exchange of academic information and materials.

**Article 2-** The terms for each specific activity taking place within this over-arching MOU must be mutually discussed and agreed upon in writing by both Parties and will be the subject of separate agreements (each a "Program Agreement"). The Program Agreement will detail the specific collaborative activities, responsible people, and sources of funding applicable to the program. Each Party agrees to



carry out activities arising from any Program Agreement in accordance with applicable local laws and regulations.

All activities related to collaboration under this MOU or any Program Agreement are subject to the negotiation of appropriate contractual terms, the availability of necessary funding, and each Party's respective review and approval processes.

Neither Party is responsible for any expenses incurred by the other Party related to collaboration under this MOU or any Program Agreement except as expressly set forth in a Program Agreement or as agreed by the Parties in writing from time to time.

**Article 3-** Contractual terms relating to intellectual property ownership and/or the division of revenue arising from intellectual property exploitation shall be negotiated as part of an appropriate Program Agreement(s), prior to the Parties commencing any activities that may result in the creation of intellectual property.

**Article 4-** Each Party grants the other a non-exclusive, non-transferable, royalty-free license to use that Party's logo and name during the term of this MOU solely in conjunction with promoting this MOU. All such displays of the logo and name will comply with reasonable guidelines that may be provided by each Party to the other. Neither Party shall be entitled to use the name, logo and/or trademark of the other Party for any purpose unrelated to the promotion of this MOU without obtaining the other Party's written and prior consent.

**Article 5-** This MOU may be amended or modified only by written instrument signed by the representatives of both Parties.

**Article 6-** The Parties shall endeavor to resolve disputes as amicably as possible by discussion between representatives of each Party.

**Article 7-** This MOU is valid for a period of four years starting from the date of last signature below (the "Term") and may be renewed only via the written agreement of both Parties.

**Article 8-** This MOU may, at any time during the Term, be terminated by one of the Parties upon written notice to the other Party, not later than six months before the proposed termination date. The termination of this MOU will not affect ongoing activities arising from any Program Agreement.

**Article 9-** During the Term, each Party may receive confidential or proprietary information of the other Party. Each Party agrees that the other Party's information, other than that which is publicly known, is confidential (collectively, "Confidential Information"). The Parties shall not, during the Term or thereafter, use or disclose any Confidential Information of the other Party for any purpose unrelated to this MOU or without the prior written consent of the other Party. Use and disclosure of Confidential Information for other purposes required by applicable law is also permitted, although the disclosing Party must first provide written notice to the other Party of such use or disclosure.



**Article 10-** Except for Article 9, which shall be binding on the Parties, the Parties intend for the terms and conditions of this MOU to be non-binding. For certainty, nothing in this MOU should be construed as creating any binding legal obligation on any Party to any current or future expenditure of resources, or to enter into any contract with one another. Based on mutual agreement of the Parties, binding agreements may be developed to carry out the purposes of this MOU.

**Article 11-** This MOU in no way restricts the Parties from participating in similar activities or arrangements with other institutions.

**Article 12-** The MOU consists of **TWELVE** Articles, including this Article. This MOU may be executed in two (2) counterparts, which together will constitute one and the same instrument. This MOU may be signed digitally and/or electronically by using electronic signature technology (i.e. ConsignO, DocuSign, or other electronic signature technology).

Signed for and on behalf of  
First Party  
**THE UNIVERSITY OF JORDAN**  
Represented by its President Or his  
Deputy or authorized by writing

Prof. Nathir Obeidat

President

Signed for and on behalf of  
Second Party  
**THE UNIVERSITY OF WATERLOO**  
Represented by its President Or his  
deputy or authorized by writing

Dr. Charmaine Dean

Vice-President, Research & International

Signature:

Date: 30 / April / 2024



Signature:

Date: 18 Jun 2024

Dr. Bessma Momani

Associate Vice-President, International

Signature:

Date:

April 30 2024