



Memorandum of Understanding on Academic Cooperation

between

The University of Jordan

And

Zayed University



This Memorandum of Understanding (the “MoU”) is entered on the date of last signature (the “Effective Date”) by and between:

- (1) **The University of Jordan** Water, Energy and Environment Center, a Jordanian Government-owned academic institution established pursuant to a Royal Decree in 1962 having its main address at Amman, 11942, Jordan, represented for the purposes of signing this MOU by its president Professor Nathir Obaidat, or their duly and is representative, acting on their behalf, is hereby authorized to sign this MOU. (hereinafter, the “**First Party**”); and
- (2) **Zayed University**, a United Arab Emirates federal entity established pursuant to Federal Decree No. (11) of 1999 concerning the Establishment and Organization of Zayed University, having its address for the purpose of this MOU at PO Box 19282, Dubai, United Arab Emirates (hereinafter, the “**Second Party**”),

Each of the First Party and the Second Party is referred to individually as a “**Party**” and collectively, the “**Parties**”.

Background

- A. The First Party and the Second Party are each public universities contributing to the continuous enhancement of higher education in their countries.
- B. The First Party and the Second Party continuously explore opportunities of collaboration with education institutions and now wish to enter into this MoU to memorialize their understanding on the areas of their collaboration.

It is agreed as follows:

1. Scope and Implementation

- 1.1 The First Party and the Second Party are entering into this MoU for the purpose of collaborating in respect of the following areas of (the “**Purpose**”) for their mutual benefit and interests:
 - a. Exchanging knowhow through temporary cross-sharing of faculty and researchers for purposes of teaching, conducting lectures, and conducting research.
 - b. Conducting collaborative research projects.

- c. Exchanging of students subject to terms to be agreed in a separate student exchange agreement.
 - d. Organizing symposia, seminars, and conferences.
 - e. Exchanging academic information and materials.
- 1.2 This MoU is strictly with respect to the areas of collaboration mentioned herein. If the Parties wish to collaborate on other matters, such collaboration shall be memorialized in another document. The areas of collaboration and the Purpose are of non-binding nature and the Parties will enter into separate definitive agreement(s) should they wish to agree to certain binding terms and obligations with respect to the Purpose.
- 1.3 The implementation of the Purpose will be separately developed by the faculties, institutes, or centers of each Party depending on their respective areas of expertise. Both Parties agree to carry out such activities and their roles pursuant to this MoU in accordance with the applicable laws and regulations of their respective countries.
- 1.4 It is understood that the implementation of any of the areas of collaboration pursuant to the Purpose depends on the availability of resources of each Party including but not limited budget and associated conditions, as may be applicable.
- 1.5 Each Party shall appoint a single point of contact (“SPOC”) to coordinate communications in respect of the Purpose and the implementation of this MoU. Each Party may amend the details of its SPOC and their contact details by giving a written notice to the other Party, which shall take effect upon its receipt. The Parties have appointed the following SPOCs as at the Effective Date:

1.61.6

First Party	Second Party
Name: Dr. Khaldoun Shatanawi	Name: Dr. James Terry
Title: Director of Water, Energy and Environment Center The University of Jordan	Title: Dean College of Natutal & Health Sciences Zayed University
Tel: +962 (6) 5355000 Ext: 23900	Tel: + 971 4 402 1744
Email: kshatanawi@ju.edu.jo	Email: Jamem.Terry@zu.ac.ae

2. Confidentiality and Intellectual Property

- 2.1 Each Party undertakes that there shall be no disclosure of or reference to any part of this MoU at any time during or after the expiry or termination of this MoU without the prior written approval of the other Party. This MoU and its contents and any other proprietary or confidential information in connection with the subject matter of this MoU provided to either Party prior to the execution of this MoU or during the term of this MoU shall be treated as confidential. Neither Party shall use the name, logo, trademark, copyright or other intellectual property of the other Party without such Party's prior written consent, which use (upon approval) shall be in accordance with the branding guidelines of the respective Party. The Parties hereby agree that no press

release or other public announcements regarding this MoU or any agreements contemplated thereby shall be made without prior review and written agreement signed by a duly authorized representative of the other Party.

- 2.2 Nothing in this MoU provides for the transfer of any intellectual property rights from one Party to another and each Party will continue to own its own intellectual property. Should the implementation of the MoU trigger the production of any new intellectual property rights, the Parties will mutually agree the terms of ownership of such intellectual property rights.

3. Term

- 3.1 This MoU shall be valid from the Effective Date and continue until the earlier of (i) entering into a definitive agreement with respect to the Purpose which supersedes this MoU; and (ii) a period of four (4) years from the Effective Date.
- 3.2 Each Party may terminate this MoU during its term by giving the other Party thirty (30) days prior written notice of such termination.

4. Miscellaneous

- 4.1 This MoU may be amended or modified mutually by the Parties in a written document signed by the authorized persons of each Party.
- 4.2 In case of any dispute between the two Parties, it shall be resolved amicably whenever possible. Otherwise, a neutral committee shall be formed by both Parties to resolve disputes arising from the interpretation or implementation of any clause of this MoU.
- 4.3 Except with respect to the rights and obligations of the parties in clause 2 of this MoU, under no circumstances will either party be liable to the other under any contract, liability, negligence, or other law or legal theory for any damages or other relief whatsoever.
- 4.4 Independent Contractors. The Parties to this MoU are independent contractors. Neither Party is an agent, representative, or partner of the other party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This MoU shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the parties or to impose any liability attributable to such a relationship upon either Party.



IN WITNESS WHEREOF, the Parties hereto have executed this MoU by persons duly authorized as of the Effective Date.


Signed for and on behalf of
First Party

The University of Jordan

Represented by its president
President
Prof. Nathir Obeidat
Or his duly authorized
representative, or acting on
his behalf

Signature:

Date:


25/05/2020



Signed for and on behalf of Second Party


Zayed University

Acting Vice-President

Prof. Michael Allen

Signature:

Date:


27.05.2024

