

# **MEMORANDUM OF UNDERSTANDING**

**Between**

**Al Akhawayn University in Ifrane, Morocco**

**and**

**The University of Arizona, Tucson, Arizona, USA**

## **I. GENERAL**

### **A. Parties to the Memorandum**

This Memorandum of Understanding (MoU) is between Al Akhawayn University in Ifrane, Morocco (hereinafter "Al Akhawayn University") and The Arizona Board of Regents on behalf of The University of Arizona, Tucson, Arizona, USA (hereinafter "The University of Arizona"). The two institutions shall be referred to collectively as the "Participating Institutions" in the Memorandum of Understanding.

### **B. Purpose of the Memorandum of Understanding**

Endeavoring to increase their cooperation in research and education, the parties to the Memorandum, after approval by their responsible authorities, agree to conclude this Memorandum on academic cooperation. The purpose of this Memorandum is to facilitate and to enhance the academic cooperation between the two parties.

### **C. Modes of Collaboration**

The Participating Institutions shall endeavor to promote collaboration through a broad range of strategies, which in the initial stages of this cooperation shall include:

1. Exchange of faculty, scholars, and students for short-term and, as funding and other circumstances permit, longer-term visits;
2. Curriculum development, including the elaboration of formal proposals for funding;
3. Organization of joint seminars, conferences, workshops; and
4. Design of collaborative research projects, including the development of formal proposals for funding.

## **II. TERMS OF THE MEMORANDUM OF UNDERSTANDING**

### **A. Areas of Initial Concentration**

The parties to the Memorandum agree to develop collaborative programs in areas of mutual interest. Recognizing the importance of practical first steps based on a definition of shared

institutional priorities for fundamental research and program development, the Participating Institutions agree to implement collaborative research through faculty, scholars, and students exchanges.

### **B. Activities in Support of Collaboration**

The parties to the memorandum recognize the importance of certain ancillary activities in support of these areas of research and technical collaboration. Principal among these shall be, when appropriate:

1. Regular exchange of relevant publications and information generated by the parties to the memorandum; and
2. Regular communication concerning the technologies necessary to enable and enhance the substantive areas of collaboration referred to in Section II. A.

### **C. Faculty, Scholar, and Student Exchange**

Exchanges of faculty, scholars, and students generally shall be conducted under the following guidelines:

1. The parties to the memorandum shall — for a duration to be determined on a case-to-case basis and after mutual memorandum — invite faculty and/or scholars for teaching, joint Doctorate supervision and/or research visits. Visiting faculty and scholars must have a sufficient command of the language of instruction, if they are invited to teach.
2. If and insofar as there are sufficient funds for these specific purposes at the disposal of the parties to the memorandum, the travel expenses shall be borne by the home institution, the living costs by the host university. Otherwise, exchange of faculty, scholars, and students shall be compensated entirely by their respective home institution. Availability of funding from the receiving institution shall be determined at the time of invitation.
3. The parties to the memorandum shall undertake efforts to raise funds from outside sources for the exchange of lecturers, researchers, and/or students.
4. The parties to the memorandum shall inform one another regularly about the curricular programs offered by each, and especially about research seminars, colloquia, conferences, and symposia organized by each. They shall exchange documentation and publications issued from these proceedings.
5. Each faculty, scholar, or student exchange participant must submit proof of medical insurance coverage during the exchange period as required by U.S. Federal law. It is understood that the host institution accepts no responsibility or liability for providing health care services or health care insurance for visiting students/scholars.
6. Exchange faculty, scholars, or student shall be responsible for obtaining any necessary visas and otherwise complying with all immigration laws and regulations of the country of the receiving institution. The receiving institution shall cooperate in such efforts, but shall not have any responsibility to assure the granting of any visas, permits or approvals.

7. Should any faculty, scholar, or student collaboration result in any potential for intellectual property, the parties shall immediately meet through designated representatives and seek an equitable and fair understanding as to ownership and other property interests that may arise. Any such discussions shall at all times strive to preserve a harmonious and continuing relationship between the parties.
8. No University of Arizona employee shall be required to travel to a country for which a Travel Warning, of any kind, has been issued by the U.S. Department of State. Employee travel to countries under a U.S. Department of State Travel Warning that forbids, restricts, or otherwise urges U.S. citizens to defer travel to a certain country, is generally prohibited by the University of Arizona and may be prohibited by U.S. Federal Law.

If a University of Arizona employee is already in the country for which a Travel Warning, of any kind, is issued, s/he must consult with their Department Head to determine whether s/he will be required to relocate to a safer area or return to the U.S. or his/her home country if other than the U.S.

### **III. ADMINISTRATIVE GUIDELINES**

#### **A. Elaboration of this Memorandum**

1. It is the intent of the parties to the memorandum that general provisions of this Memorandum be translated into specific programs of activity as expeditiously as financing and other institutional capabilities permit. Such programs shall be set forth in implementing memoranda approved in writing by the designated operational officers of both institutions. No implementing memorandum shall amend or contradict the provisions of this Memorandum of Understanding. Implementing memoranda for all programs must include provisions for insurance to cover liability arising out of acts or omissions of each institution's officers, agents and/or employees. Implementing memoranda for faculty exchanges and collaborative research programs must include specific provisions relating to intellectual property resulting from the program.
2. Nothing in the initial version of this Memorandum shall be interpreted as constraining the development of future programs not mentioned in this document.

#### **B. Responsible Administrative Personnel**

1. The parties to the memorandum shall be represented in formal negotiation or renegotiation of this Memorandum by the President of Al Akhawayn University and by the President of The University of Arizona, respectively, or by their designated representatives.
2. The designated operational units of the parties, for purposes of developing and implementing the terms of this memorandum are:
  - a. For Al Akhawayn University: the School of Science and Engineering, and
  - b. For the University of Arizona, the Department of Soil, Water and Environmental Science.
3. Either party may change its designated operational officer by written notification to the designated operational officer of the other party.

### **C. Other Provisions**

1. This Memorandum is written in the English language. Any future translation will be equal in establishing the mutual obligations of the parties.
2. Nothing in this Memorandum shall create binding obligations that may not be overridden by unilateral decisions reflecting financial or other circumstances confronting any of the parties to the memorandum.
3. This Memorandum is concluded for an initial duration of five years from the date of joint signing. After this initial period this Memorandum shall be re-examined and the program adjusted, as deemed necessary, based on a mutually agreed-to assessment of the program by the appropriate authorities at the Al Akhawayn University and the University of Arizona. After the initial five-year period, the Memorandum shall be reviewed and renegotiated for another five-year period, unless terminated by one of the parties to the memorandum in writing within the period mentioned in the following paragraph.
4. This Memorandum may be terminated by any of the parties to the memorandum on prior notice of 90 days before the end of the respective academic years. Any current participants in the Memorandum shall, however, in any case retain their previously agreed-to status until the end of the academic year in which the termination of the Memorandum occurs.

## **IV. LEGAL PROVISIONS**

### **A. Conflict of Interest**

This memorandum is subject to cancellation pursuant to Arizona Revised Statute § 38-511 regarding Conflict of Interest.

### **B. Compliance**

The Arizona Board of Regents on behalf of The University of Arizona is required to comply with applicable State and Federal rules governing equal employment opportunity, nondiscrimination, and immigration requirements and will do so in its performance of this contract.

### **C. Non-Appropriation**

The parties recognize that the performance by the Arizona Board of Regents for and on behalf of The University of Arizona may be dependent upon the appropriation of funds by the State Legislature of Arizona. Should the Legislature fail to appropriate the necessary funds or if the University's appropriation is reduced during the fiscal year, the Arizona Board of Regents may reduce the scope of this memorandum if appropriate or cancel the memorandum without further duty or obligation. The Board agrees to notify other party(ies) as soon as reasonably possible after the unavailability of said funds comes to the Board's attention.

#### D. Intellectual Property

1. The Parties do not intend that the activities performed under this Memorandum will result in inventions or the creation of new intellectual property, but if any result, the following will apply: The University of Arizona shall retain exclusive title and all rights to inventions, copyrights, and other intellectual property arising from the conceptions or efforts of its employees or consultants in performing this Memorandum. The Al Akhawayn University shall retain exclusive title and all rights to inventions, copyrights, and other intellectual property arising from the conceptions or efforts of its employees or consultants in performing this Memorandum. The Al Akhawayn University and The University of Arizona shall hold joint title and rights in inventions, copyrights, and other intellectual property arising from the joint conceptions or efforts of both parties' employees or consultants in performing under this Memorandum.
2. No Party will use the trademarks, trade name, logos, trade dress, or other commercial property of any other Party hereto without the express written approval of that Party.

#### E. Disputes

The parties shall make a good faith endeavor to settle amicably, through direct negotiations between them, any dispute, difference, controversy or claim ("Dispute") arising under, out of or relating to this Memorandum and any subsequent amendments of this Memorandum, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims.

#### F. Export Controls

The University of Arizona is bound by all applicable United States federal laws restricting the export of controlled materials and technology set forth in the International Traffic in Arms Regulation (ITAR), 22 CFR 120 *et seq.* and the Export Administration Act, 50 USC 2401 *et seq.* (collectively "Export Control Laws") and will not transfer any export controlled materials or technology unless such is exempt or excluded under applicable laws as "fundamental research."

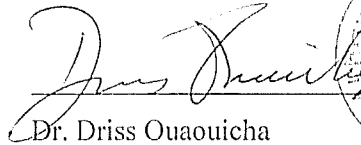
For The University of Arizona:

For Al Akhawayn University:



Robert N. Shelton  
President

21 June 2011  
Date



Dr. Driss Ouaouicha  
President

April 26, 2011  
Date

