



## MEMORANDUM OF UNDERSTANDING

BETWEEN

**International Center for Biosaline Agriculture (ICBA)**

AND

**Mohammed VI Polytechnic University ( UM6P)**

2018



This Memorandum of Understanding ("MOU") is made on the 1<sup>st</sup> day of February 2018 (the "Effective Date").

**BETWEEN**

**International Center for Biosaline Agriculture**, is an international, non-profit agricultural research center, with an address at Academic City, Al Ain Road, Al Ruwayyah 2, Near Zayed University, Dubai, United Arab Emirates, represented by Dr. Isamahane Elouafi, Director General, duly authorized for these purposes;

(Hereinafter referred to as "ICBA")

**AND**

**Mohammed VI Polytechnic University ( UM6P) S.A-UM6P**, a Moroccan Private, not-for-profit university, registered at the commercial register of Benguerir under the number 1037, with an address at Benguerir Hay Moulay Rachid, lot 660, represented by Dr. Driss Ouazar, Porvost of the university, duly authorized for these purposes;

(Hereinafter referred to as "UM6P")

(ICBA and UM6P hereinafter individually referred to as the/a "Party" and jointly referred to as the "Parties").

**WHEREAS**

- A. UM6P is a private, not-for-profit land grant university with a focus on education, R&D of new technologies, transfer of technologies, the pursuit of innovative and promising projects, and partnerships with academic, institutional, and corporate partners. It is a new institution of excellence for undergraduate and postgraduate studies in different scientific fields including industrial management, engineering, agriculture, solar and renewable energy as well as entrepreneurship;
- B. ICBA is a not-for-profit, international center of excellence for research and development in marginal environments, established in 1999 through the visionary leadership of the Islamic Development Bank (IDB) and the Government of the United Arab Emirates (UAE) in cooperation with the Organization of the Petroleum Exporting Countries (OPEC) Fund and the Arab Fund for Economic and Social Development (AFESD). ICBA's mission is to work in partnership to deliver agricultural and water scarcity solutions in marginal environments. ICBA's applied research focuses on assessment of natural resources, climate change impact and management, crop productivity and diversification.
- C. This MOU is to outline the general framework of collaboration to be pursued or undertaken by Parties, so to set out their commitment and understanding in relation to the purpose as stated in clauses 2 and 3 herein below.
- D. The Parties agree that this MOU creates a non-binding framework of cooperation between the Parties for the purpose of potential partnerships and facilitation of collaboration projects ("Collaboration Projects") agreed upon by the Parties.



#### ARTICLE 1: SCOPE AND INTENT

1.1. All Collaboration Projects between UM6P and ICBA will fall within the scope of this MOU.

UM6P and ICBA recognize that the Parties have many interests in common and that there will be mutual benefits from collaboration and co-operation.

1.2. This MOU essentially sets out the general nature of the intended areas of collaboration between ICBA and UM6P. It is not intended that the MOU shall give rise to any legal rights or obligations between the Parties.

#### ARTICLE 2: PURPOSE OF MOU

2.1 The scope and purpose of this MOU is :

- Establishment of a mutually beneficial research, training and outreach collaboration between UM6P and ICBA;
- Participation of ICBA staff in the training program on sustainable development at UM6P;
- Organization of joint awareness sessions workshops on sustainable development on marginal lands.

2.2 UM6P and ICBA faculty will conduct mutually beneficial collaborative research at ICBA and/or UM6P experimental stations.

2.3 UM6P and ICBA will work on projects of mutual interest to the Parties.

#### ARTICLE 3: COLLABORATION AGREEMENTS

3.1 UM6P and ICBA will enter into collaboration agreements (the/a "Collaboration Agreement(s)") for the purposes of regulating the collaboration projects the Parties agree to engage in (the/a "Collaboration Project(s)").

3.2 This MOU is to strengthen cooperation between the Parties in areas of common interest, including but not limited to:

- Addressing the challenges of sustainable development through research collaboration, training, workshop, conferences, and outreach activities;
- Promoting the development of agri-business incubators in marginal environments to stimulate the creation of competitive agri-business enterprises;
- Developing modalities for necessary collaborations with national, regional and international research institutions and civil society organizations for improved sustainable development;
- Undertaking staff and personnel exchanges and secondments, subject to the mutual agreement of both Institutions;
- Exploring all possible opportunities and instruments to mobilize necessary funding resources for scaling up of both Institutions' operations;



- Undertaking programming, policy dialogue and knowledge management in the field of promoting sustainable development;
- Organizing joint retreats, workshops and meetings on the subjects/themes of common interest;
- Establishing a joint internship program targeting UM6P students.

#### ARTICLE 4 : WORKING GROUP

- 4.1 Within thirty (30) days from the Effective Date, each Party shall designate representatives who shall form a working group (the "Working Group").
- 4.2 The Working Group shall meet from time to time, as necessary, to discuss possible projects or implementation of Collaboration Agreements.
- 4.3 Each Party may from time to time replace any one or more of its representatives or increase the number of its representatives on the Working Group, by notice to the other Party. Meetings of the Working Group may be conducted in person at such venue as the Working Group may decide or by way of telephone/videoconference. The Working Group shall operate on consensus and decisions shall be evidenced by duly prepared and signed minutes. The Working Group shall elect, from one of its members, the secretary of the Working Group who shall have the responsibility of drawing up minutes of each meeting of the Working Group.

#### ARTICLE 5 : COSTS AND EXPENSES

Unless otherwise agreed in writing, all actual costs and expenses incurred in respect of the execution of this MOU shall be borne by each Party incurring such costs and/or expenses.

#### ARTICLE 6 : PUBLIC ANNOUNCEMENTS

- 6.1 The Parties acknowledge that the Collaboration Projects they undertake may be the subject of a public announcement in the press (press release, article, conference, etc.) or by any other means of communication.
- 6.2 Prior to any communication and/or publicity material being disseminated by any Party, such Party shall obtain the prior written consent of the other Party for the use of the other Party's name, the content, method of dissemination and the duration of dissemination of the publicity material.

#### ARTICLE 7: INTELLECTUAL PROPERTY

- 7.1 The Parties acknowledge that their respective visuals, names, trade marks and logo, shall remain the exclusive property of either Party.
- 7.2 "Industrial and Intellectual Property Rights" means all intellectual property rights, including, without limitation, copyrights and related rights, patents, rights to inventions, trademarks, service marks, trade or product names, business names, domain names, registered designs, design rights, rights in databases, trade secrets and other confidential information and know



how, together with licenses and permissions relating thereto and all other industrial and intellectual property and rights of a similar or corresponding nature in any part of the world (whether registered, registrable or not, and including all applications and the right to apply for any of the foregoing rights), and any extensions or renewals thereof subsisting prior to, at or after the date hereof, and whether arising under statute or at law.

7.3 Neither Party should, at any time, harm or act with the intention to harm the other Party's Industrial and Intellectual Property Rights, and should not pretend to own this Party's Industrial and Intellectual Property Rights or a license for these Industrial and Intellectual Property Rights.

7.4 The Parties agree that the ownership and use of the Industrial and Intellectual Property Rights created and/or developed by either Party in the course of the Collaboration Projects will be negotiated on a project by project basis and will be included in the Collaboration Agreements concluded by the Parties and/or affiliated companies pursuant to Article 3 above.

#### ARTICLE 8: CONFIDENTIALITY

8.1 The Parties undertake to maintain the confidentiality of any confidential information to which either Party is allowed access to or is disclosed during the course of discussions with each other, whether before or after the commencement of this MOU. They also undertake to have their respective personnel comply with this obligation, unless such information :

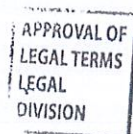
- a. Is, or later comes into the public domain other than by breach of the foregoing paragraph; or
- b. Is in the possession of the receiving Party, with a full right to disclose it, prior to receiving it from the supplying Party, or
- c. Is independently received by the receiving Party from a third party with a full right to disclose it.
- d. Has been requested to comply with any applicable law or through formal notification from a competent authority based on the corresponding administrative or court procedure

8.2 Any confidential information disclosed by the supplying Party shall remain the sole property of such Party and neither this confidentiality provision nor the disclosure of such confidential information shall or be implied to grant the receiving Party any ownership, use or other rights (including, without limitation, any intellectual property or license rights) in or to such confidential information.

8.3 Notwithstanding the termination of this MOU this clause shall survive the termination thereof and shall remain legally enforceable and binding for period of three (3) years after termination.

#### ARTICLE 9: PRINCIPLES OF ACTION- MUTUAL REPRESENTATIONS

The Parties will operate in good faith towards each other to guarantee the success of the collaboration.



Each Party hereby represents to the other Party that it has the power and authority to execute and deliver this MOU and that this MOU constitutes a valid agreement of such Party and is enforceable in accordance with its terms.

**ARTICLE 10 : NON-EXCLUSIVITY**

For purposes of clarity, this MOU does not limit, prevent and/or restrain in any way either Party from entering into business activities that may be considered within the scope of this MOU.

**ARTICLE 11 : DURATION OF THE MOU**

- 11.1 This MOU shall enter into effect upon the Effective Date
- 11.2 This MOU comes into operation on the date of the last Party signing and subsists for a period of three (3) years.
- 11.3 Either Party may terminate this MOU subject to notifying the other Party with written notice of thirty (30) days.

**ARTICLE 12 : NOTIFICATION**

Any notification made in the context of this MOU shall be sent to the Party concerned by letter to the addresses stated below:

**For UM6P**

**For the Attention of:** Dr. Driss OUAZAR

**Address:**

Lot 660 – Hay Moulay Rachid, 43150 Ben Guerir, Morocco

**Phone:** +212525073033

**For ICBA:**

**For the Attention of:** Dr. Ismahane ELOUAFI

**Address:**

Academic City, Al Ain Road

Al Ruwayyah 2, Near Zayed University

Dubai, United Arab Emirates

P.O.Box 14660

**Phone:** +971 4 336 1100 Ext 223

**ARTICLE 13 : GOVERNING LAW**

This MOU shall be executed and interpreted according to the laws of Moroccan law.



**ARTICLE 14 : DISPUTES**

In the event of a dispute arising out of or in connection with MoU, the Parties shall act in good faith and use all reasonable endeavours to settle this dispute amicably through negotiations and other constructive discussions. If the dispute is still not settled after a delay of thirty (30) days from the notification of such dispute, either Party may refer the said dispute to be finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce. The number of arbitrators shall be one (1), the place of arbitration shall be Paris, France, and the language to be used in the arbitral proceedings shall be English.

**ARTICLE 15 : NON-BINDING NATURE OF THIS MOU**

The Parties are not bound to any legal obligations or expense to each other until and unless definitive agreements have been negotiated, approved by the necessary management levels of each Party and executed and delivered by authorized representatives of all Parties.

Upon signature by the Parties, the sections entitled "Confidentiality" and "Governing Law and Settlement of Disputes" are intended to, and shall constitute legally binding and enforceable obligations.

**ARTICLE 16 : INTERPRETATION**

**Headings:** The topical headings used in MOU are for convenience purposes only and shall not be construed as having any substantive significance or as indicating that all of the provisions of this MOU relating to any topic are to be found in any particular article or provision.

**Singular and Plural:** Reference to the singular includes a reference to the plural and vice versa.

**Include:** The words "include" and "including" have an inclusive meaning, are used in an illustrative sense and not a limiting sense, and are not intended to limit the generality of the description preceding or following such term.

**ARTICLE 17 : SEVERABILITY**

If any provision of this MOU is declared illegal, invalid or unenforceable by a court of competent jurisdiction, that provision shall be modified by the Parties to the extent necessary to render it enforceable or validly consistent with its original purpose, if possible, and if impossible, shall be severed from this MOU, with the remaining provisions continuing in full force and effect. Each Party acknowledges that it has had the opportunity to review this MOU with the benefit of legal counsel. Any rule or principle of contractual construction that would otherwise require any aspect of this MOU to be interpreted against the Party primarily responsible for its drafting shall not be employed in the interpretation hereof.

**ARTICLE 18 : AMENDMENTS/ENTIRE AGREEMENT**

This MOU may only be amended by way of a written agreement duly signed by both Parties. This MOU comprises the full agreement of the Parties with respect to the subject matter of this MOU and supersedes all prior communications, understandings, and agreements between the Parties in respect of the subject matter of this MOU, whether written or oral, express or implied.



**ARTICLE 19 : NO WAIVER**

Each Party further acknowledges and agrees that no failure or delay by the other Party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise of any such right, power, or privilege. A waiver of any provision of this MOU, or of a breach thereof, shall only be effective if it is in writing, signed by an authorized officer of the waiving Party and specifying the details of the waiver, and shall not operate as subsequent waiver of any provision or breach, whether related or not.

**ARTICLE 20 : ASSIGNMENT**

Neither Party may assign or otherwise transfer any of its rights, obligations or benefits under or in connection with this MOU without the prior written consent of the other Party, unless such assignment or transfer is made to a UM6p's Affiliate.

"Affiliate" shall mean any person or entity that (directly or indirectly) controls, is controlled by, or is under common control with such Party, and the term "control" means (i) the ownership of more than fifty (50%) per cent of voting share capital or other voting securities, or (ii) the possession of more than fifty (50%) per cent of the voting or other rights to appoint or elect directors or management, or (iii) the power to direct or cause the direction of management and affairs.

IN WITNESS WHEREOF the undersigned being the duly authorized representatives of the Parties have executed this Memorandum of Understanding on the date and year first written above.

Signed for and on behalf of:

Mohammed VI Polytechnic University  
(UM6P)

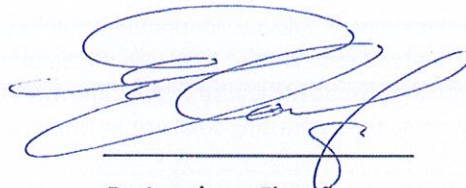
By:

**Driss OUAZAR**  
Provost  
Université Mohammed VI  
Polytechnique (UM6P)

Dr. Driss Ouazar  
Provost

International Center for Biosaline Agriculture

By:



Dr. Ismahane Elouafi  
Director General



APPROVAL OF  
LEGAL TERMS  
LEGAL  
DIVISION