

## Memorandum of Understanding

This Memorandum of Understanding is entered into and effective from May 1<sup>st</sup> 2014

By and between

**Al-Quds University, Abdel Hamaid Shoman Street, Beit Hanina - Jerusalem, P.O.Box 51000, Palestine**

- hereinafter referred to as »AQU«

and

**Fraunhofer-Gesellschaft zur Förderung der angewandten Forschung e. V.**  
Hansastraße 27C, D-80686 München, Federal Republic of Germany

- hereinafter referred to as »Fraunhofer«

for its

**Fraunhofer Group for Life Sciences**  
Medical Park Hannover, Feodor-Lynen-Str. 31, 30625 Hannover, Federal Republic of Germany

-both hereinafter referred to as "the Parties"-

### **WHEREAS,**

The international competition becomes more intense with economic globalization, the R & D internationalization has also been developing fast, the world is facing energy and environmental challenges together, research and innovation in economic and social development play increasingly prominent role. For getting their respective advantages, strengthening cooperation in the field of industrial R & D and achieving win-win development, the Al-Quds University and the Fraunhofer-Gesellschaft of the Federal Republic of Germany for its Fraunhofer Group for Life Sciences

**NOW THEREFORE, HERETO AGREE AS FOLLOWS:**

### **Article 1 – Objectives of the cooperation**

Both Parties agree on the objectives of cooperation as below:

To establish a wide, long-term and stable cooperation relationship, encourage and promote the cooperation activities of institutes and industry of both sides on the scientific and technological fields, on which both sides are interesting, promote the commercialization of R&D results and develop the markets.

### **Article 2 – Principles of the cooperation**

The cooperation should insist on the following principles:

- Win-win situation
- Equal opportunity
- Fair treatment
- Timely communication

### **Article 3 – Forms of cooperation**

The R&D projects of Fraunhofer Group for Life Sciences for and with AQU for upgrade of economy will be promoted by both sides.

AQU will coordinate the local research organizations and industries to establish a long-term cooperation with Fraunhofer Group for Life Sciences.

- 3.1 Defining the R&D fields and topics related with development of AQU
- 3.2 Initialization and implementation of contract R&D projects for consulting the government and supporting the development of enterprises
- 3.3 Establishing technology exchange and transfer platform, importing and delivering necessary technologies and R&D services for the development of AQU
- 3.4 Common organisations of various conferences, workshops and seminars
- 3.5 Exchange of data and information
- 3.6 Carry out the vocational und continuing education
- 3.7 Personal exchange and bilateral visits
- 3.8 other forms of cooperation by separate agreement on both sides

### **Article 4 - Fields of cooperation**

Cooperation shall start in the fields of key issues of economic and social development of in the field of Life Sciences.

- 4.1 Neurological sciences and disorders.
- 4.2 Cardiovascular disease.

- 4.3 Integrated food production and technology, packaging research, agrofood and food sustainability.
- 4.4 Water and environment, hydrology, and waste water treatment.
- 4.5 Microbiology and Virology.
- 4.6 Cancer Research including experimental therapeutics, drug discovery and delivery schemes.
- 4.7 Other biological, biophysical, pharmaceutical or biomedical topics of mutual interest for researchers at both in parties.

The Parties plan a Fraunhofer Life Sciences cooperation day in Palestine.

#### **Article 5 - Financing and Resources**

Both Parties will use their best efforts to find and create funding opportunities and to apply for funding by external agencies for joint research projects.

#### **Article 6 – Coordination**

The Parties intend to establish a joint working group for meetings and communication. The intention is to meet once a year to evaluate and coordinate the cooperation activities and to discuss and fix the working plan for the next year.

Both Parties also intend to establish a working group for coordinating, organizing and implementing of concrete matters.

#### **Article 7 - Specific agreements for individual cooperation activities**

Whenever more than the exchange of technical information or short exchange visits of individuals are planned to take place and in particular in the case of joint research projects, such cooperation activities shall be described in a specific agreement according to this Agreement on strategic cooperation which shall set forth a work plan, staffing requirements, cost estimates, funding sources, duration, intellectual property rights (license agreements, rights of use, etc), obligation of confidentiality, applicable law and other undertakings, obligations, or conditions as deemed appropriate to the cooperation activity concerned.

#### **Article 8 - Confidentiality**

Both Parties will put themselves under an obligation to treat in strict confidence all information received in the framework of this Agreement and its subsequent individual project contracts and subcontracts or results achieved, regardless of the form (in writing, through IT technology or verbally) which is recognisable or identified as being confidential. This includes especially

knowledge about the existence of contractual relationships with third parties and about the affairs of these third Parties.

The restrictions shall not apply to any information which is:

- published otherwise than as a result of a breach of this confidentiality clause, or
- shown by written or other tangible evidence to have been known by the receiving Party prior to the time of its receipt, or
- lawfully acquired by the receiving Party from an independent source being entitled to disclose the same, or
- independently developed by an employee of the receiving Party which has not had access to any of the confidential information of the other Party.

The Parties will not, without the prior written consent of the disclosing Party, copy or reproduce any document which may be supplied, and any Party receiving such document will return the same and any copies thereof to the Party supplying the same without undue delay upon that Party's request. The information and results may only be used for the purpose for which they were transmitted and they may not be passed on to third parties without prior written consent. Where the contracting parties use documentation and results in the context of the project that are marked "confidential" they will ensure confidential treatment of such documentation by their employees.

#### **Article 9 - Miscellaneous**

This agreement is a statement of intent to foster genuine and mutually beneficial cooperation. Nothing in this Agreement shall be construed as creating any de facto company or any other kind of binding legal relationship between the Parties, with the exception of the confidentiality obligation under Article 8.

If any provision or part of any provision of this Agreement is invalid, the validity of the remaining conditions is not affected by this.

Changes to this Framework Agreement, particularly regarding the content and forms of cooperation as well as the subject emphasis can be made at any time by written agreement on both sides.

#### **Article 10 - Coming into force**

This Framework Agreement comes into force once it has been signed completely and applies for 5 (five) years. Unless notice of termination is given in writing by one of the Parties at the latest 6 months before this Framework Agreement expires, it extends automatically by a further 5 (five) years.

<p>Prof. Dr. Thomas Hirth, Fraunhofer Group for Life Sciences</p> <p>Signature: </p> <p>Date:</p>	<p>Prof. Sari Nusseibeh, Legal Representative, AQU</p> <p>Signature: </p> <p>Date: May 1st 2014</p>
<p>Dr. Markus Zirkel      Dr. Christina Treeger- Legal Department, Fraunhofer-Gesellschaft zur Foerderung der angewandten Forschung e.V.</p> <p>Signature: </p> <p>Date: 10.6.2014</p>	<p>Dr. Abedul Raof Alsinnawi Legal Advisor, Faculty of Law-AQU</p> <p>Signature: </p> <p>Date: May 1st 2014</p>