MEMORANDUM OF UNDERSTANDING FOR INSTITUTIONAL COOPERATION
between the Mediterranean Universities Union and the Secretariat of the Union for the Mediterranean

Between

The Mediterranean Universities Union, hereinafter referred to as “UNIMED” with official address and main office at Corso Vittorio Emanuele II 244, 00186 Rome (Italy), represented by Prof. Franco Rizzi, Secretary General; of the one part;

and

The Secretariat of the Union for the Mediterranean, hereinafter referred to as “UfMS”, with official address and main office at Palacio de Pedralbes, Calle Pere Duran Farell 11, 08034 Barcelona (Spain), represented by Mr. Fathallah Sijilmassi, Secretary General; of the other part;

Both of the abovementioned hereinafter collectively referred to as “parties” or individually as “party”.

Whereas UNIMED, founded in 1991, is an Association of Universities from countries in the Euro-Mediterranean basin which aims at developing scientific and educational cooperation in the Euro-Mediterranean region, in order to contribute to the process of integration between the two Mediterranean shores.

Whereas the Euro-Mediterranean Heads of State and Government, at their meeting in Paris on 13 July 2008, expressed their “conviction that the Barcelona Process: Union for the Mediterranean initiative can play an important role in addressing common challenges facing the Euro-Mediterranean region, such as economic and social development”. They also underscored “the importance of the active participation of civil society, local and regional authorities and the private sector in the implementation of the Barcelona Process: Union for the Mediterranean”.

Whereas the Union for the Mediterranean, gathers together 43 Euro-Mediterranean countries, with a view to increasing the potential for regional integration and cohesion among Euro-Mediterranean partners. The Union for the Mediterranean is inspired by the shared political will to revitalize efforts to transform the Mediterranean into an area of peace, democracy, cooperation and prosperity. The UfMS will contribute to reinforcing co ownership of Mediterranean relations and achieving visibility through economic projects.

Whereas UNIMED collaborates with its network universities in several activities in different fields including among others tangible and intangible cultural heritage, economics, energy, environment, management of water resources, transports, health, media, new technologies, history, agriculture, tourism.

Activities carried out by UNIMED encompass promotion of the international dimension of universities; planning and fundraising activities; support to mobility of students, researchers and academics in the Euro-Mediterranean region; technical assistance in the development of quality assurance in higher education; establishment of thematic sub-networks; organization of national and international conferences, workshops, seminars and round tables; and training of academic and administrative staff of universities.
Whereas the UFMS is focusing on identifying, processing, promoting and coordinating projects, which are in line with the principles and rules of international law in order to enhance and strength the cooperation and impact directly on the livelihoods of citizens.

Whereas the parties desire to establish a further mutual cooperation through the pursuit of regional and international initiatives with the aim at enhancing impact and increasing synergies to achieve common objectives in the fields of Higher Education and Research.

NOW THEREFORE the parties wishing to cooperate within the framework of their respective mandates, regulations and rules, have agreed as follows:

Article 1
Purpose and Scope

1. This Memorandum of Understanding ("MOU") establishes bilateral cooperation between UNIMED and the UFMS.

2. The parties will further develop and strengthen bilateral cooperation concerning areas of common interest, notably in the fields of Higher Education and Research.

3. Cooperation between the parties will include the following:
   i. visit of staff and experts;
   ii. activities and projects;
   iii. consultations;
   iv. organization of seminars and workshops;
   v. exchange of information;
   vi. other mutually agreed forms of cooperation.

Article 2
Consultations

The parties shall hold regular consultations on issues and activities of strategic importance for the purposes of furthering and facilitating the achievement of their common objectives and of ensuring the greatest possible coordination of activities with a view to maximizing complementarity and mutual support. The date and form of such consultations shall be agreed between the parties.

Article 3
Duration

This MOU will have a term of three (3) years from the date of its entry into force, and such term may be extended by written agreement between the parties, subject to the evaluations that the parties deem appropriate.

Article 4
Procedure

1. The parties will establish a joint committee as focal point to implement this MOU, which will consist of one representative from each party ("Joint Committee").

2. The Joint Committee will be composed by:

   for the UNIMED side:
for the UfMS side:

Prof. Ilan Chet, Deputy Secretary General for Higher Education and Research,

3. The Joint Committee will:

i. serve as a forum for the exchange of information, consultation and facilitating contacts between the parties;

ii. provide general directions, visibility, coordination of activities and management under the MOU; and,

iii. review, and report annually, on the achievements of the cooperation under this MOU.

4. The Joint Committee will meet at as necessary and at the initiative of either party.

5. A party may modify its representative upon written notice to the other party.

**Article 5**

**Administrative Nature**

1. This MOU is not intended to create legal relations between the parties or to impose formal obligations on them. No provision on this MOU will be construed to interfere in any way with the independent decision making autonomy of each one of the parties with regard to their respective affairs and operations. In particular, nothing in this MOU is intended to run counter to or modify the terms of each party's specific mandates or their statutory rules and provisions.

2. This MOU sets forth principles and guidelines by which the parties intend to engage in an institutional collaboration. Nothing in this MOU shall be construed to impose financial obligations to either party as regards payments to the other. Each party will be responsible for the costs of its performance hereunder.

**Article 6**

**Cost of financing**

1. Appropriate mechanisms for sharing the costs with the implementation of activities, projects or programmes under this MOU will be determined on a case-by-case basis in accordance with the applicable financial rules and regulations of each party.

2. This MoU is not intended to modify or exclude the application of the relevant procurement rules or any other internal rules of each party, as they may be applied to the activities covered by this MoU.

**Article 7**

**Visibility and Documentation**

1. The parties will give strong visibility to their partnership and respective contributions in future cooperation.

2. The parties shall cooperate in the maintenance of each party's trademarks and logos. The use of the other party's names or logos shall not imply any exclusive arrangement. Any use of the other party's logos must be approved, in advance, by the Joint Committee. It is the intent of the Parties to link mutual information and, if any, co-branded newsletters and modules to drive traffic to the other party pages.
3. Except for the limited permission to use content and logos discussed herein, this MOU does not and is not intended to transfer to either party any rights in any technology or intellectual property.

Article 8
Non-disclosure

Any exchange of information among the parties and all activities undertaken pursuant to this MOU shall be consistent with their respective policies and procedures on disclosure of information.

Article 9
Limitation of Liability

Any activity carried out by UNIMED or the UfMS pursuant to this MOU must be consistent with the policies, rules and regulations of the respective party. In no event will either party be liable to the other under any theory of liability, however arising, for any costs of cover or for direct, indirect, special, incidental, or consequential damages of any kind arising out of this MOU.

Article 10
Non Exclusive Nature

This MOU does not grant exclusivity to either party. Neither party is restricted from participating in similar initiatives with other public or private agencies, organizations or individuals.

Article 11
Entry into force, Amendment and Termination

1. Notwithstanding provisions of Article 3 above, this MOU shall enter into force upon its signature by the authorized representatives of UNIMED and the UfMS.

2. Any change to the provisions included in this MOU shall be agreed by the parties and noted in an addendum, which shall be considered as an integral part of this MOU.

3. This MOU may be terminated prior to its expiration by either party upon a three months advance written notice to other party. This period shall commence as from the date of receipt of the notice of termination. In such case, the parties shall take any necessary action for the orderly conclusion of ongoing activities to ensure that such termination will not be prejudicial to any activity in progress pursuant to this MOU. Any issues arising out of the termination of this MOU, including the right to and transfer of any materials and products in-progress shall be negotiated and agreed upon in writing by the parties.

IN WITNESS WHEREOF, the undersigned being duly authorized representatives of UNIMED and the UfMS, respectively, have signed, in Barcelona (Spain) and in Rome (Italy) in two original copies, each in the English language, both of which being equally authentic texts.

For UNIMED,

[Signature]
Prof. Franco Rizzi
Secretary General

Date:

For the UfMS,

[Signature]
Mr. Fathallah Sijilmassi
Secretary General

Date: