

MEMORANDUM OF UNDERSTANDING

BETWEEN

**COLLEGE OF MEDICINE
QATAR UNIVERSITY, STATE OF QATAR**

AND

UNIVERSITY OF WARMIA AND MAZURY IN OLSZTYN, REPUBLIC OF POLAND

In furtherance of their mutual interest in the fields of education and research and as a contribution to increased international cooperation, Qatar University, a scientific entity having a legal personality (corpo morale), established in 1977 and organized under Law No. 34 of 2004, P.O. Box 2713 situated in Doha, and University of Warmia and Mazury in Olsztyn (UWM), located in Olsztyn at Oczapowskiego St. 2, 10-719 Olsztyn, Poland, acting through its Faculty of Biology and Biotechnology, have approved the following Memorandum of Understanding ("MoU"), effective from the date of execution.

(Hereinafter jointly referred to as the "Parties" and singularly as "Party".)

Article 1: Scope and Fields of Collaboration

1. The Parties agree to explore opportunities to potentially collaborate in the following relevant areas, amongst others:
 - exchange of information relating to their activities in teaching and research in fields of mutual interest;
 - promote joint research projects and joint courses of study;
 - endeavor to develop and implement a programme of research, personnel or student exchanges in accordance with the principles described below; and
 - exchange publications, reports or academic material and information.
2. It is agreed that the terms and conditions of any agreed programme and activity contemplated in this MoU shall be the subject matter of separate written agreements to be negotiated and agreed upon by both Parties and/or any third parties, wherever applicable. The decision whether to initiate and/or implement any programme or activity shall be at the sole discretion of each Party.
3. The Parties acknowledge that in the absence of any specific subsequent agreement in writing to the contrary, each Party will be responsible for its own costs and expenses in establishing and conducting programmes and activities contemplated under this MoU, including without limitation its own costs and

expenses in travel and accommodation.

4. The terms with respect to title to and exploitation of intellectual property will be negotiated on a project-by-project basis in the specific project agreements and programmes of cooperation. Any intellectual property held by a Party prior to entering into this MoU or disclosed or introduced in connection with this MoU and all materials in which such intellectual property is held, disclosed or introduced shall remain the property of the Party introducing or disclosing it.

Article 2: Coordinator

The Parties agree to MoU designate, on behalf of each institution, within thirty (30) days of executing this MoU, a coordinator whose responsibility will be to supervise the execution of this MoU and to draw up a programmes or activities to be implemented under this MoU, setting out specific provisions concerning the exchange programmes, budget requirements and other details of funding.

Article 3: Confidentiality

1. "Confidential Information" means and includes all unpatented inventions, ideas, know-how, concepts, trade secrets, processes, techniques, software, products and all other unregistered or unpatented intellectual property, financial and business information and all other commercially valuable information of the disclosing Party orally, in writing or by any other media. If the Confidential Information is disclosed verbally or by visual inspection, the disclosing Party shall ensure that the receiving Party is made aware of the confidential nature of the information at the time of disclosure and written notice shall be given of the proprietary and/or confidential nature of such information to the receiving Party within thirty (30) days of disclosure. Confidential Information excludes, or as the case requires, ceases to include information, which is, or becomes
 - a. available to the public at the date of its disclosure to the receiving party;
 - b. at the date of its disclosure to the receiving Party, already properly in the possession of the receiving party in written form otherwise than by prior confidential disclosure from the disclosing party;
 - c. after the date of its disclosure to the receiving party, available to the public from sources other than the receiving party;
 - d. after the date of its disclosure to the receiving party, properly available to the receiving party from a third party having no obligation of confidentiality to the Disclosing Party;
 - e. demonstrated by the receiving party to be independently developed by an employee or agent of the receiving party having no knowledge of such information which is the subject of the disclosure; or
 - f. required to be disclosed by law.
2. The Parties may exchange Confidential Information relevant to proposed projects.
3. Each Party undertakes to treat as confidential all Confidential Information obtained from the other Party and undertakes not to divulge any Confidential Information to any person without first obtaining the consent of the other Party in writing.

4. Each Party will take such reasonable steps to provide for the safe custody of any and all Confidential Information in its possession and to prevent unauthorised access thereto or use thereof.
5. At any time upon the written request of a Party, the other Party must return any documents which embody Confidential Information and must not keep any copies in any form.

Article 4: Duration and Termination

1. This MoU shall take effect on and from the date of execution of this MoU and shall continue to be effective for a period of five (5) years and may be extended for such further period as may be agreed by the Parties in writing.
2. Notwithstanding Article 4.1 above, this MoU may be terminated by either Party giving written notice to the other at least six (6) months prior to the proposed date of termination.
3. Notwithstanding Article 4.2 above, the provisions of this MoU or any other written agreement in respect of any on-going exchange programme or any other form of cooperative activity under this MoU shall continue to apply until their completion unless both Parties mutually agree in writing to the earlier termination of the programme or cooperative activity.
4. The obligation of confidentiality in Article 3 shall not be affected by the expiry or termination of this MoU.

Article 5: Publicity and Publication

1. The parties will jointly coordinate all publicity statements and other disclosures relating to the existence or substance of this MoU. Neither Party may carry out any such publicity activities without the prior written consent of the other Party.

Article 6: Legality of MoU

5. Except for clauses 3 and 5, despite the statements and obligations expressed herein, this MoU is a non-binding expression of the current intentions of the Parties, and neither Party will incur nor be bound to any legal obligations or expense hereunder to the other Party until and unless definitive agreements have been negotiated, approved by the necessary management levels of each Party and executed and delivered by authorised representatives of both Parties.
6. All activities developed hereunder shall be in accordance with all applicable rules and regulations of both Parties, and all applicable national and local laws, rules and regulations.
7. This MoU shall be governed and construed under the laws of the State of Qatar. The parties will consult with each other and attempt to resolve disputes or misunderstandings that arise in the administration of this MoU informally and amicably.
8. This MoU, made in duplicate, is to be executed in English.
9. The following individuals will act as representatives of the respective parties in relation to the subject matter of this MoU. All notices hereunder shall be directed

to the below named persons unless another addressee is hereinafter designated by written notice.

For QU: Prof. Serhiy Souchelnytskyi, College of Medicine, QU.
For UWM Prof. Tadeusz Kaminski, Faculty of Biology and Biotechnology

10. This MoU may be executed and delivered in counterparts (including transmission by facsimile, electronic messaging system or e-mail), each of which will be deemed an original.

For:
University of Warmia and Mazury in Olsztyn

For:
College of Medicine
University, State of Qatar

Date

Date

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Prof. Dr Ryszard Górecki
Rector

DATE OF EXECUTION: _____