



International Memorandum of Agreement

between

Damascus University

and

The University of Arizona

Article 1

Parties to the Agreement

This Memorandum of Agreement is between the University of Damascus, Faculty of Agriculture, Damascus, Syria (hereinafter "the University of Damascus, Faculty of Agriculture") and The Arizona Board of Regents on behalf of The University of Arizona, Laboratory of Tree Research and the School of Renewable Natural Resources, Tucson, Arizona, USA (hereinafter "The University of Arizona"). The two institutions shall be referred to collectively as the "Participating Institutions" in the Memorandum of Agreement.

Article 2

Purpose of the Agreement

Endeavoring to increase their cooperation in research and education, the parties to the agreement, 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 parties to the agreement.

Article 3

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- Exchanges of faculty and other research and technical specialists for short terms visits.
- 2- The design of collaborative research projects, including the development of formal proposals for funding of such research.
- 3- Conducting jointly organized training courses on planning and implementing natural resources management programs.

Article 4

Terms of the Agreement

A- Areas of Initial Concentration

The parties to the agreement 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 research and program development, the Participating Institutions agree to implement collaborative research through faculty and technical specialist exchanges initially in conservation and proper management and utilization of other renewable natural resources in the dry land environments of the world. Specific programs will include, but not necessarily be limited to forestry and woodland studies, and ecosystem management. Disciplines include natural resource researchers, planners, managers, and economists.

B- Activities in Support of Collaboration

The parties to the agreement 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- The regular exchange of relevant publications and information generated by the parties to the agreement and regular communication concerning the technologies necessary to enable and enhance the substantive areas of collaboration referred to in article 3.



C- Faculty Exchange

Exchange of faculty and technical specialists generally shall be conducted under the following guidelines:

- 1- The parties to the agreement shall for a duration to be determined on a case-to- case basis and after mutual agreement- invite faculty for teaching and / or research visits
Visiting faculty must have a sufficient command of the language of institution, if they are invited to teach.
- 2- Travel expenses shall be borne by the home institution, and the living costs by the host university. Otherwise exchange faculty shall be compensated entirely by their respective home institution.
- 3- The parties to the agreement shall undertake efforts to raise funds from outside sources for the exchange of lecturers and/ or researchers.
- 4- The parties to the agreement 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 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 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 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 interest that may



arise. Any such discussions shall at all times strive to preserve a harmonious and continuing relationship between the parties.

Article 5

Other Activities

Conducting jointly organized training courses on planning and implementing natural resources management programs.

Article 6

Administration Guidelines

- 1- It is intent of the parties to the agreement 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 designated operational officers of both institutions. No implementing memorandum shall amend or contradict the provisions of this Memorandum of Agreement. 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.
- 2- This Memorandum of Agreement does not cover any activity which is not mentioned in it.

B- Responsible Administrative Personnel

Responsible Administrative Personnel

The parties to the agreement shall be represented in formal negotiation or renegotiation of this Memorandum by the President of the University of Damascus, Faculty of Agriculture and by the President of University of Arizona, respectively, or by designated representatives.

The designated operational units of the parties, for purposes of developing and



implementing the terms of this agreement are:

For the University of Damascus the Faculty of Agriculture, and

For the University of Arizona the Laboratory of Tree- Ring Research and the Scholl
of Renewable Natural Resources.

- 3- Either party may change its designated operational officers by written notification to
the designated operational officer of the other party.

Article 7

Other Provisions

- 1- 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 agreement.
- 2- This Memorandum is concluded for an initial duration of five years from the date of
joint signing. After this 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 University of Damascus, Faculty of
Agriculture and The University of Arizona. After the initial five- years period, the
Memorandum shall be reviewed and renegotiated for another five-years period,
unless terminated by one of the parties to the agreement in writing within the period
mentioned in the following paragraph.

This Memorandum may be terminated by any of the parties to the agreement 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.

Article 8

Legal Provisions

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



Article 9

Non Discrimination

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 and nondiscrimination requirements and will do so in its performance of this contact.

Each institution agrees that participation by the other institution's personnel or students in any activities relating to this Memorandum of Agreement shall not be denied to any individual on the basis of race, color, religion, national origin, age, non- disqualifying handicapping condition, veteran status, or sex.

This agreement is written in four original copies in Arabic and in English with equal validity for both.

For The University of Arizona

Professor Peter Links

President

3/8/04
Date

For The University of Damascus

Professor Hani Mourtada

President

Date

