



Memorandum of Understanding (MOU)
Between
Damascus University in the Syrian Arab Republic
And
Armadilla Organization in Italy

Preamble:

This document represents a Memorandum of Understanding between the Damascus University in the Syrian Arab Republic and Armadilla Organization in Italy, (hereinafter referred to as "The Two Parties"), to define the general technical and legal framework for cooperation projects and activities in the field of high education and scientific research in the Syrian Arab Republic;

Whereas, "The Two Parties" agreed to cooperate to promote their common goal of enhancing scientific, educational and training cooperation and supporting and developing joint cooperation between them in the fields of research, training, development, knowledge dissemination in the field of civil and rural development, working for the development of the community and agricultural sector in the Syrian Arab Republic, in addition to contributing to the development of sustainable agriculture, and supporting the theoretical and applied aspects in Syria.

Therefore, "The Two Parties" have signed the present Memorandum of Understanding (hereinafter referred to as this "MoU") as following:

Article /1/

The Preamble is considered as an integral part to this "MoU".

Article /2/

Objectives of this " MoU"

This "MOU" aims at enhance and developing scientific, academic and research cooperation and encouraging the exchange of expertise, experiences and capabilities available between "The Two Parties" on the basis of mutual benefit.

Article /3/

Scope of this " MoU"

Any proposed cooperation project in the field of high education shall include one or more of the following activities:

- a. Encourage scientific research to promote the process of development and expansion to achieve the principles of sustainable development in the community, educational and agricultural sectors in Syria and in line with their common priorities through conducting scientific research and joint conferences, exchanging research results carried out under this "MoU" between them and conducting training activities.
 - b. Conduct joint research and activities in areas included in this "MoU", and that after signing project/activity document for each joint research, identifying each party's obligations and revenues from such research.
 - c. Benefit from the scientific and technical expertise available to each of "The Two Parties" to implement the projects and activities agreed upon under this "MoU", in order to serve the development of the local community, including sustainable development and support for all segments of the local community, especially those with special needs.
- In the event of a desire to include new projects or activities, they shall be agreed upon in advance between "The Two Parties", according to a written agreement between them, provided that these new projects and activities are discussed and approved in advance by the Directorate of Cooperation with International Organizations at Planning and International Cooperation Commission in the Syrian Arab Republic.

Article /4/

Mutual obligations of The Two Parties

- a. Both parties benefit from the expertise and advice of the academic, technical and administrative staff of the Damascus University to implement the projects and activities agreed upon under this "MoU", in accordance with the laws and regulations in force in the Syrian Arab Republic, and that after obtaining the approval of the Damascus University President.
- b. Both parties pay the wages to the experts, researchers and work team participate in the implementation of the projects and activities agreed upon under this "MoU" according to the laws and regulations in force and procedures applicable to each of the "The Two Parties".
- c. The Two Parties shall consult on holding training courses by benefiting from the expertise staff from both parties, and for the purpose of implementing the projects and activities agreed upon under this "MoU" they can use the lands belonging and the educational facility at Damascus University.
- d. All projects and activities agreed upon to be implemented in Syria under this "MoU", shall be implemented under Damascus University supervision.
- e. Both Parties obligate to provide support to the participants in the projects and activities agreed upon under this "MoU", by providing the required information and facilities in accordance with enforced regulations of each Party.
- f. The Two Parties through written agreement between them, specify conditions of funding of any specific activity mentioned in this "MOU" according to the respective financial regulations of each Party.
- g. The Two Parties agree on a detailed work plan, including a description of the projects and activities, the geographical location and the time and financial framework for implementation, this detailed work plan shall be signed by both parties after obtaining the approval of the Directorate of Cooperation with International Organizations at Planning and International Cooperation Commission in the Syrian Arab Republic.
- h. The Two Parties agree on the document of each activity and sign it before starting its implementation.

- i. The detailed work plan, written agreements, and all the documents of the projects and activities agreed upon under this "MoU" after it have been signed by both parties, and any other documents approved by the two parties, shall be annexed to this "MoU", and they are considered as an integral part to this "MoU", and legally binding and subject to the terms agreed upon by both Parties, The project and activity document shall include all related information, including the project and activity objectives, implementation plans, the estimated financial budgets, donors list and the provided funds, role of any implementing party, an identification of the name, role, tasks and responsibilities of any other implementing party.
- j. Each Party designates by submitting formal note to the other Party, a coordinator responsible for supervision, follow-up the signed work plan implementation, and reporting on the planned and implemented project and activity under this "MoU".
- k. The Two Parties obligate to protect the intellectual property rights in accordance with the relevant national laws, rules and regulations enforced in the countries of both parties and the conventions in force between both countries.
- l. Armadilla Organization in Italy is not entitled to include any third party in the implementation of the projects and activities agreed upon under this "MoU" without the explicit written approval of The Damascus University, and that after obtaining the approval of the Directorate of Cooperation with International Organizations at Planning and International Cooperation Commission and Ministry of Foreign Affairs and Expatriates in the Syrian Arab Republic , and in case any cooperation or partnership with a third party is to be managed, this requires that the third party is duly licensed to work in the Syrian Arab Republic or cooperate with Syrian government , Noting that what is meant by the third party is any international agencies and/or other INGOs and/or UN agencies, and it does not include or refer to contractors or service providers that will contribute in the implementation of the programs, projects and activities.
- m. In the event that Armadilla Organization in Italy obtains the required approvals to request the assistance of a third party in the implementation of

- any activity, that third party, its role, tasks and obligations must be specified in the activity document.
- n. The Two Parties are obligated to facilitate the Follow-up and evaluation activities requested by the Directorate of Cooperation with International Organizations at Planning and International Cooperation Commission in the Syrian Arab Republic to evaluate the projects and activities implementation, by submitting reports upon request.
 - o. Damascus University is obligated to provide the Directorate of Cooperation with International Organizations at Planning and International Cooperation Commission in the Syrian Arab Republic with detailed work plan signed between The Two Parties, the documents of all projects and activities annexed to this " MoU", including a description of the projects and activities, their geographical location, and the technical ,time and financial framework for their implementation. It also provides it with detailed monthly, quarterly and annual financial and technical reports on the implementation of the agreed, projects and activities. These reports include all executed works, projects and activities under implementation under this "MoU", with clarifications of the of the percentages of implementation and their compatibility with the agreed implementation stages.

Article /5/

Confidentiality

- a. The Two Parties are committed to preserving the confidentiality of all documents, information and other data which are disclosed, in writing or orally, by the disclosing Party to the receiving Party, and each Party shall treat and answer information confidentially and shall not disclose it to any third Party without a prior permission of the other Party.
- b. Both parties shall commit themselves not to use the confidential information outside the framework of the implementation of this " MoU"; otherwise, any use of such information will require a special written agreement, and that after obtaining the approvals of the concerned national authorities.

- c. Each party shall commit its employees to protecting any confidential information they have access to, and thus each party is responsible to keep the confidentiality of the information in its possession.
- d. The Two Parties shall abide by the provisions of this Article after the termination of this " MoU".

Article /6/

Dispute Settlement

Any dispute that may arise between the Parties regarding the interpretation or the implementation of this Agreement shall be settled by negotiations or through the national courts of both countries, or arbitration.

Article /7/

Entry into force, renewal, amendments and termination

- a. This "MOU" shall be enter into force from the date of reception the last written notification in which one party notifies the other one through diplomatic channels, about the completion of the internal procedures required for its entry into force, and it shall be valid for a period of five years, and it may be renewed for similar periods by a written request submitted to the other party at least 60 days before its expiry date, The renewal of this "MOU" shall be a subject to the written consent of the two parties, after obtaining the written approval of the Directorate of Cooperation with International Organizations in the Planning and International Cooperation Commission, and Ministry of Foreign Affairs and Expatriates in the Syrian Arab Republic, and all necessary approvals, and that unless either of the Two Parties, notifies the other in writing and through diplomatic channels, about its intention to terminate it six months prior to its date of expiry.
- b. The termination of this "MOU" will not affect any ongoing activities until their completion, Whether the termination of this "MOU" is due to its expiration or because one of the Parties has requested that it be terminated before its original expiration date.
- c. The provisions of this " MoU" may only be amended by a prior written agreement between the two parties through diplomatic channels, these

amendments shall be concerned as an integral part of this "MoU", and shall enter into force after obtaining the written approval of the Directorate of Cooperation with International Organizations in the Planning and International Cooperation Commission, and Ministry of Foreign Affairs and Expatriates in the Syrian Arab Republic, and all necessary approvals in accordance with the same procedures for the entry into force of this "MoU" according to the paragraph\ a\ of this article, The written agreement between the two parties document will be annexed to this "MoU" after signature.

- d. This MOU does not give any Party the right to be a procurator or a representative of the other Party, and does not either constitute a joint venture partnership or an official business between the Parties.

Article /8/

Entry into force, renewal, amendments and termination

No provision in this "MoU" that is intended to or shall operate to create a partnership [or joint venture of any kind] between the parties, or to authorize either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any representation or warranty or assuming of any obligation or liability and the exercise of any right or power).

Headings: The headings of the numbered clauses in this "MoU" are inserted for convenience of reference only and are not intended to affect the meaning or interpretation of this "MoU".

Note: All notifications shall be written in writing, and may be delivered in person, by registered or certified mail, or by any other legally acceptable means, with proof of delivery, to the parties whose addresses are mentioned below, or to other than these addresses that either party has informed the other party in writing.

Chosen Domicile

Damascus University has chosen domicile as follows:

Central Administration, Albaramekah, Damascus - Syria

Armadilla Organization in Italy has chosen domicile as follows:

Western Nillatm Almazzah, Damascus - Syria

This domicile shall be considered obligatory for the two parties even if it has been changed, unless the other party is notified about this change

The Two Parties have read and understand this "MoU" and agree that it constitutes the complete and exclusive statement of the agreement between them with respect to the subject matter hereof which supersedes all proposals, representations, understandings and prior agreements whether oral or written, and all other communications between them relating thereto.

Done and signed in Damascus on 20/06/2023, in two original copies in Arabic, and English languages. All the texts have the same authenticity, in case of any divergence, the text in English prevails.

**For Damascus University
In the Syrian Arab Republic**

President



Prof. Dr. Mhd. Osama Jabban

**For Armadilla Organization
In Italy**

**Representative of the Armadilla
Organization in the Syrian Arab
Republic, "Regional Director for
the Middle East."**

Mr. Giorgio Squadrani,

