



MEMORANDUM OF UNDERSTANDING

Between

JUVA TRUFFLE CENTER (JTC)

&

FACULTY OF AGRICULTURE, UNIVERSITY OF TRIPOLI, LIBYA (FAT)

Memorandum of Understanding

PREAMBLE

This Memorandum of Understanding (hereinafter referred to as 'MOU'), is made and entered into by and between Juva Truffle Center, Juva, Finland (hereinafter referred to as 'JTC') whose principal address is (Huutulantie 1C, Juva, Finland) and Faculty of Agriculture, University of Tripoli, Libya ((hereinafter referred to as 'FAT') based in Tripoli, Libya.

WHEREAS, JTC is a non-profit research institution whose mission is to develop methods for the benefit of rural areas economic and activities, do scientific research for practical and commercial purpose and offer technical assistance for rural communities and companies, and transfer of its research results to the government and private sectors in Finland etc.

JTC performs its activities in Finland, the Baltic countries, the Arabic Gulf region and North Africa.

WHEREAS, FAT is a government organisation whose main mission is to carry out teaching and research and technological development activities in the field of food and agricultural sciences and technology and the transfer of results to the government and private sectors in Libya.

WHEREAS, JTC and FAT have common, mutual objectives in the area of scientific research, capacity and institutional building and wish to complement each other's efforts in these areas and other related areas to their activities.

NOW, THEREFORE, JTC and FAT on the basis of their common objectives, have reached a mutual understanding to enter into this MOU as set forth in the following terms:

ARTICLE 1: Scientific Research and Capacity Building

JTC and FAT agree, if funding becomes available, to:

- A. Collaborate in the conduct and promotion of scientific research and technological transfer, and capacity and institutional building, in the areas of enhancement and development of their research areas.
- B. Develop joint proposals to seek research grants to fund collaborative research and development and training activities. Such projects specify activities and shared responsibilities to be undertaken by each party.
- C. Collaborate in the formulation of post graduate fellowship projects and mobility for students, faculty staff and researchers.

ARTICLE 2: Institutional Exchange of Staff and Scientific Information

JTC and FAT agree, if funding becomes available, to:

- A. Encourage, support and facilitate mutual visits by members of their respective staff to learn from each other and strengthen their collaborative ties through conferences or seminars and workshops.

- B. Exchange scientific information, including data, methodologies and technologies to further their collaboration.

ARTICLE 3: Publications and Intellectual Property Rights

JTC and FAT agree that:

- A. All intellectual property created, generated and improved in collaborative research between the two parties may be solely or jointly owned.
- B. Specific provisions relating to rights on intellectual property of **JTC** and **FAT** will be included in research or other agreements entered into between the parties.
- C. Both **JTC** and **FAT** shall use their best endeavours to provide the widest possible access to all intellectual property and research results owned and generated in the course of their collaborative work.

ARTICLE 4: Terms of Agreement

- A. This MOU shall become effective immediately upon its signature by the authorized officers of each of the signatory institutions.
- B. This MOU shall remain in force for a period of three (3) years from the date of its signature, after which it may be renewed, revised, or terminated.
- C. **JTC** and **FAT** may, by mutual consent and in writing, add, delete, or amend any words and sentences in this MOU.
- D. Both parties can terminate the MOU by sending written notice expressing their intention to the other party, six (6) months before the intended date of termination. Such notice of termination will only be given by either party after full discussion with the other party of the reasons for the proposal to give such notice. Such termination shall allow for the orderly completion of any collaborative project, which may still be in the process of implementation.

ARTICLE 5: Language

- A. This MOU is made in the English language.
- B. All communications and amendments regarding this MOU shall be in English language.

ARTICLE 6: Non-Binding Agreement

This MOU is intended only to set forth the general understanding of the parties with respect to their future collaboration. It is not intended to be legally binding, nor to create evidence or imply any contract, obligation to enter into a contract, or obligation to negotiate future contracts.

ARTICLE 7: Settlement of Differences

The parties shall endeavor to settle by direct negotiation through amicable means any controversy between them in respect of this MOU. Failing the settlement of a controversy through amicable means, the controversy, or claim arising out of or in connection with this MOU or any breach thereof shall be settled by arbitration in accordance with the regulations in both countries.

AGREED by the parties through their authorized signatories:

Dr. Nuri Madi

Dean

Faculty of Agriculture
University of Tripoli
Tripoli, Libya



Mr. Antti Kinunnen

Director

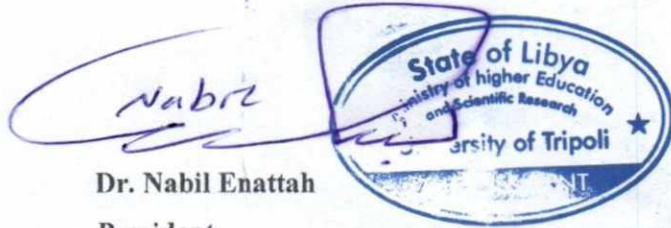
Administrative Department
Municipality of Juva
Juva, Finland



Dr. Salem Shamekh

Director

Juva Truffle Center
Juva, Finland



Dr. Nabil Enattah

President

University of Tripoli
Tripoli, Libya