

MEMORANDUM OF AGREEMENT

BETWEEN

OR

THE HASHEMITE UNIVERSITY, JORDAN

&

THE ACADEMY OF LIFE SCIENCES

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The Hashemite University (P.O. Box 330127, Zarqa 13133, Jordan) (hereinafter "HU") and The Academy of Life Sciences (6231 Kellogg Drive, McLean, Virginia, 22101) (hereinafter the "Academy"), wishing to establish cooperative relations between the two institutions, and especially to develop academic and cultural interchange between them through mutual assistance in the areas of education and research, hereby resolve to cooperate in the development of programs and academic exchanges subject to the following agreed upon terms and conditions contained herein.

**Article 1: Objective of the Agreement.**

The purpose of this agreement shall be to establish a mutually-beneficial educational and pedagogical relationship with HU. This agreement establishes the formal understanding of the scope of operations between these two leading educational institutions, and commits to writing the intent and mutual assent of both parties to engage in the following activities, subject to future amendments and conditions as further agreed upon by both parties as the relationship continues to develop.

**Article 2: Scope of Agreement.**

This Agreement shall be carried out, subject to the availability of funds of either party, and subject to the approval of the President of the Academy and the President of HU, through activities and programs for the exchange of students and faculty members. Activities engaged in under this Agreement include but are not limited to: (a) the exchange of students from each institution for traditional student exchange programs; (b) the exchange of academic personnel for teaching, research, or both; (c) the organization of joint seminars and conferences; (d) the hosting of visiting faculty from the other institution; (e) the exchange of academic program materials; (f) the development of joint research and publications; (g) study abroad of students between institutions; and (h) development of special degree completion programs.

**Article 3: Implementation of Agreement as applied to individual programs.**

Prior to the starting date of any program established or continuing under this Agreement, the parties shall reach a written, signed agreement in the form of an amendment describing in as much detail as necessary, any additional specific terms of such program or activity. Such programs shall be negotiated in a timely manner, without undue delay on either party. For each program, each party will designate a Liaison Officer to develop and coordinate all activities relative to the program.

**Article 4: General program requirements.**

1. In this Agreement, unless the context implies otherwise:

a. "Exchange" shall mean a one-for-one exchange of students from each university;

b. "Exchange students" shall mean students participating in the exchange implemented herein;

c. "Home institution" shall mean the university at which the student intends to graduate from;

d. "Host institution" shall mean the university that has agreed to receive the exchange students from the home institution; and

e. "Study Abroad or Visiting Student" shall mean non-degree seeking students participating in a one or two year program at host institution.

f. "ESL" shall mean the English as a Second Language.

2. Tuition and fees. Students attending the Academy as degree seeking or visiting students will be assessed non-resident tuition and fees and the Academy students traveling abroad will pay tuition as determined by the host institution, which may not be greater than the tuition charged to non-residents. Students attending either institution as exchange students will register and pay the normal tuition fees to their home institution when attending the host university. Exchange and visiting student guidelines are to be agreed upon in a subsequent amendment that must be in writing and signed by both parties.

3. Housing and travel. The host institution will facilitate the arrangement of lodging for visiting students and faculty, but all expenses incurred for travel, lodging, and other incidental costs associated with the program (laboratory fees, special activity fees, etc.) shall be borne by each individual participant. Arrangements for other

school-to-school payments may be negotiated as necessary and must be agreed to in writing by both parties.

4. Student conduct and academic policy. While at the host institution, visiting students are subject to the student conduct and academic policies of the host institutions for matters specifically related to their program. All visiting students under this program must adhere to all course load requirements for student visas under federal and state laws. Failure to follow such laws will result in immediate expulsion from the Academy. Both the Academy and HU retain sole discretion to dismiss a student from the program at any time for failure to maintain appropriate standards of conduct according to the hosting university's policies and standards. Student so dismissed will be deregistered from all classes, all tuition and fees will be forfeited in accordance with each university's policy, and the student so dismissed will be expelled from student housing and escorted to the airport by a designated official. Neither university is responsible for any fees due to the airline, which must be paid by the student or will be charged to the home university if student does not have the necessary funds. Notice of such dismissal must be sent to the Dean of Students, or equivalent office, at the student's home institution.

5. Faculty exchange. Exchange faculty and/or scholars will remain on their home institution's payroll. The home institution also remains responsible for the administration of any taxes, benefits or other financial obligations of the home institution.

6. The Academy retains at all times the ultimate authority over all admission and subsequent academic decisions, and HU retains all rights respective to its institution. All students from HU must have the appropriate level of TOEFL (or alternative IELTS or MELAB) and other test scores required for their respective degree program. If it is determined that a student does not have a sufficient level of English proficiency, he/she will be required to undertake appropriate ESL education prior to formal admission to the program. Exemptions may apply for students primarily educated in English speaking countries or territories.

7. The Academy will supply all administrative services in regard to the applicable programs for this Agreement for the academic year regarding students attending the Academy and HU will coordinate efforts for students attending its own campus. All facilities will be open to the HU participants. The Academy does not assume any liability for hospital or medical fees for the HU participants.

#### Article 5: Term, and Termination.

This Agreement will be effective upon its mutual signing and remain in effect for a period of five (5) years, and may be amended or extended upon written agreement by both parties. This Agreement may be cancelled by either party in writing with notice of 90 days, subject to modifications by amendment or subsequent individual program agreement. In the event that the agreement is not renewed or is terminated in any other way, any related activities in progress at the time of termination of this Agreement will continue until the current semester in which the termination takes place is completed.

#### Article 6: Miscellaneous.

1. Indemnification. HU agrees to indemnify and to hold the Academy harmless and immune from any and all claims for injury or damages arising from this Agreement which are attributable to HU's own actions or omissions or those of its trustees, officers, agents, employees, subcontractors, suppliers, third parties utilized by HU, or joint venturers while acting under this Agreement. To the extent permitted by Ohio law, including but not limited to Ohio Revised Code Chapter 2743, The Academy agrees only to be liable for the acts and omissions of its officers and employees engaged in the scope of their employment arising under this Agreement.

2. No agency. Nothing herein shall be construed to create an agency relationship between the home and host universities, or any employment relationships between the institutions for any faculty or staff member provided under the exchange program. The parties are independent contractors and no legal relationship is intended by this Agreement.

3. Compliance with laws. The parties will comply with all applicable laws and regulations in their respective countries in performing their obligations hereunder.

#### 4. Ohio Compliance Requirements:

As a state institution of Ohio, the University is required to abide by Ohio law. The State of Ohio requires that both parties recognize and agree to the following provisions: All Ohio Revised Code (O.R.C.) provisions are available at [codes.ohio.gov/orc](http://codes.ohio.gov/orc)

HU warrants that it does not owe any monies or debts to the state of Ohio, its agencies, political subdivisions, boards, commissions or other entities as established under the Ohio Revised Code ([codes.ohio.gov](http://codes.ohio.gov))

Conflicts of interest and Ethics compliance. No personnel of HU or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the other party in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless the other party shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any action would not be contrary to the public interest.

5. Anti-Kickback Enforcement Act of 1986, Public Law 99-634 (41 USCA §§51-58). By agreeing to this binding Agreement, the transacting parties (1) certify that they have not paid kickbacks directly or indirectly to any employee of the Academy for the purpose of obtaining this or any other agreement, purchase order or contract from the Academy and; (2) agree to cooperate fully with any Federal Agency investigating a possible violation of the Act. Furthermore, both parties recognize their duties under the Foreign Corrupt Practices Act of 1977 (15 USCA §§78dd-1) which makes it unlawful for certain classes of persons and entities to make payments to foreign government officials to assist in obtaining or retaining business.

6. Use of logos, etc. Neither the home nor the host institution may use any identifying marks of the other without the express written permission of the other party.

7. Equal Opportunity. Both HU and the Academy subscribe to a policy of equal opportunity and will not discriminate on the basis of race, gender, religion, national origin, marital status, sexual orientation or physical disability.

8. Authoritative Version. The English version of this Agreement shall be the authoritative version of the Agreement for all purposes. In the event of a conflict between the English version and any translation of this Agreement, the English version shall control.

9. Severability. If any section or provision of this Agreement is held illegal, unenforceable or in conflict with any law by a court of competent jurisdiction, such

Section or provision of this Agreement shall be deemed severed from this Agreement and the validity of the remainder of this Agreement shall not be affected thereby.

10. Whole Agreement and Amendments. This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless such amendment or modification to this Agreement is (i) in writing; (ii) refers to this Agreement; and (iii) executed by an authorized representative of each party. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.

11. Choice of law. Where applicable, this Agreement will be governed by the laws and jurisdiction of the State of Ohio.

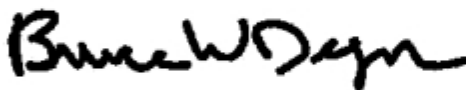
INTENDING TO BE LEGALLY BOUND, by signing below, each party acknowledges its agreement with the terms and conditions of this Agreement and each signatory represents and warrants that he/she is authorized to sign on behalf of and to bind his/her party to all of the terms and conditions of this Agreement as of the Effective Date.

For: The Academy of Life Sciences

For: The Hashemite University

Mr. Bruce Degn, Executive Director

Prof Fawwaz Al Abd Alhaq, President



Date: 15 December 2022

Date