

Note: This document is an exact translation of the Memorandum of Understanding (MoU) originally written and signed in Arabic.

Memorandum of Understanding

Between

The Hashemite University

And

Cinemagic Company

First Party: The Hashemite University, represented by the President of the University, His Excellency Professor Khaled Al-Hyari, or whomever he authorizes in writing for this purpose, hereinafter referred to as the **(First Party)**.

- **Address:** Jordan – Zarqa – The Hashemite University – Innovation and Entrepreneurial Projects Center (IEPC) – P.O. Box (330127 Zarqa 13133).
- **Phone:** +962-53903333, Ext. 4352
- **Website:** <https://iepc.hu.edu.jo/>
- **Email:** iepc@hu.edu.jo

Second Party: Cinemagic Company (Cinemagic AI): An NVIDIA Inception program partner specializing in AI-driven creative production infrastructure designed for professional visual storytelling. Represented for the purposes of signing this memorandum by **Mr. Saed Al Karmi**, in his capacity as the **Commercial Strategy Director** at the company, hereinafter referred to as the **(Second Party)**.

- **Address:** 22 Salem Al-Mubarak St, Block 9, 2nd Floor, North Salmiya Building, Salmiya, Kuwait.
- **Phone:** +971564546539
- **Website:** <https://cinemagics.com>
- **Email:** saed@cinemagics.com

Introduction

Whereas the First Party, represented by the Innovation and Entrepreneurial Projects Center (IEPC) at the Hashemite University, seeks to strengthen effective partnerships with industry and entrepreneurship sectors, particularly those concerned with employing AI technologies to build a

sustainable future within and outside the Kingdom, contributing to linking educational outcomes with practical application and supporting the entrepreneurship and innovation ecosystem within the university environment;

And whereas the Second Party is a leading company specializing in film and advertisement production using Artificial Intelligence (AI) and virtual production, in addition to developing AI-based creative production infrastructure for visual storytelling, established in 2005, a partner in the "NVIDIA Inception" program, and seeks to build a strategic collaboration with the IEPC Center at the Hashemite University to benefit from the advanced solutions and technologies it provides;

Based on the shared belief of both parties in the importance of consolidating a culture of innovation and entrepreneurship in employing AI technologies, and empowering students, researchers, and entrepreneurs to transform their ideas into sustainable pioneering projects supported by professional creative and visual content, and establishing a strategic framework to found a "Center of Excellence in AI-Driven Creative and Cinematic Production" at the Hashemite University; to bridge the gap between Jordanian academic talent and the global AI-based media economy by activating the "Cinemagic" platform for educational purposes and to support national production;

The two parties have agreed to conclude this Memorandum of Understanding to regulate the aspects of joint cooperation between them as follows:

Article One

The introduction to this memorandum is considered an integral part of the Memorandum of Understanding and shall be read with it for all intents and purposes.

Article Two: Fields of Cooperation

This memorandum aims to enhance joint cooperation between the two parties in a number of areas of common interest, specifically the following:

- **Establishment of the Academia Lab:** The University works on promoting the "Cinemagic" platform for educational purposes among its students and providing the appropriate environment in terms of space or relevant academic departments. Cinemagic will provide the necessary cloud infrastructure and access accounts to its platform to support the educational and practical process, subject to the platform's terms and conditions and usage limits.

- **"Superstar" Certification Program:** Both parties collaborate to develop and implement a specialized training course in AI-driven creative production to qualify university students with the necessary skills, providing distinguished students with the opportunity to engage in Cinemagic's regional project network, provided that the executive obligations of the parties are agreed upon in a subsequent agreement.
- **"National Pride" Pilot Project:** Launching a 30-day collaborative initiative involving university students, under the technical supervision of Cinemagic, to produce high-quality cinematic scenes (4K) using AI technologies highlighting Jordanian heritage sites (such as Petra and Jerash), reflecting the technical and creative capabilities of the University. The number and selection of students for this project will be jointly determined.
- **Training and Employment:** Working to develop an integrated track for field training and employment, allowing students and graduates to engage in Cinemagic's projects, including supporting its regional contracts and partnerships in the Arab Gulf countries.

This memorandum serves as a general framework for organizing and facilitating cooperation; implementation priorities, roles, and responsibilities for each party will be agreed upon according to the nature of each approved activity and the capabilities of each party.

Article Three

The First Party undertakes the following within the limits of its capabilities and in accordance with the regulations and instructions applicable at the University:

- Providing academic, scientific, and technical support for the entrepreneurial activities and programs implemented by the Second Party.
- Facilitating the use of University facilities (halls, labs, workspaces) by the Second Party as needed, per University procedures.
- Nominating a group of distinguished students from the Colleges of Engineering, IT, and Business for training or training-to-hire programs with the Second Party or its partners.
- Supporting the integration of AI-driven production concepts into existing courses or extracurricular activities.
- Hosting the showcase event for the "National Pride" pilot project results, provided that no

financial obligations or burdens arise for the University or the Second Party as a result of this hosting.

Article Four

The Second Party undertakes the following within the limits of its capabilities and operational policies, provided no financial obligations arise from these commitments:

- Providing access to the Cinemagic platform for students, faculty, and researchers for educational purposes per terms of use.
- Providing specialized workshops and supervising the "Superstar" training course.
- Supporting the First Party's efforts in seeking grants or official recognition, utilizing its status as an NVIDIA Inception partner.
- Supporting the engagement of distinguished students in training or training-to-hire programs.
- Providing experts to conduct technical workshops and awareness sessions at the beginning of each semester based on availability.
- Supporting joint innovation projects in AI-driven audiovisual production, particularly those led by the First Party's Innovation Center.
- Contributing to and incubating applied graduation project ideas in the field.
- Participating, upon request, in judging committees for relevant graduation projects.
- Cooperating in organizing hackathons and entrepreneurship competitions. Both parties agree that no financial obligations shall arise unless specified in a prior written agreement.

Article Five: Media and Promotion Requirements

Media and promotion principles, including the use of logos and identity, will be agreed upon between the parties' relevant departments for each joint project based on their respective media policies and specific promotional plans prepared in advance.

Article Six: Confidentiality of Information

Both parties agree to maintain the confidentiality of any information related to the other party or this memorandum. No party may publish or disclose such information to third parties without prior written consent from the other party.

Article Seven: Intellectual Property Rights

Both parties pledge to respect and ensure the full application of intellectual property (IP) rights in accordance with the laws and regulations of each party before starting any collaborative activity.

- **Background IP:** All intellectual assets and rights owned by either party prior to this memorandum (including Cinemagic's software, algorithms, and engines) remain the exclusive property of that party.
- **Joint Outputs:** IP rights for outputs resulting from cooperation shall be jointly owned unless otherwise agreed in writing for specific projects. Both parties may use them for academic, research, and promotional purposes, citing the other party.
- **Commercial Use:** Any commercial exploitation of joint outputs is subject to a separate written agreement determining the distribution of returns.
- **Student Rights:** Participating students retain their moral rights and may use their work for academic or portfolio purposes (non-commercial) without needing further consent, though commercial exploitation requires written approval from both parties.
- **Third-party Licensing:** Neither party may grant licenses to third parties for joint outputs without the other's prior written consent.

The provisions of this article remain in effect after the expiration or termination of this memorandum.

Article Eight: Scope of Responsibility and Exclusivity

This memorandum does not entail legal or financial obligations; it aims to facilitate cooperation. It is non-exclusive, and either party may form other partnerships unless specific joint programs are explicitly agreed upon in writing to be exclusive.

Article Nine: Governing Law

This memorandum is governed by the laws of the Hashemite Kingdom of Jordan. Disputes shall be resolved through cooperation and good faith; otherwise, the Amman Courts (Palace of Justice) shall have jurisdiction.

Article Ten: Correspondence

All communications regarding this memorandum must be in writing and delivered personally, by fax, courier, registered mail, or email.

Article Eleven: Amendment and Revision

This memorandum may be amended or revised upon written request and mutual consent. Termination does not affect ongoing joint programs unless agreed otherwise in writing.

Article Twelve: Duration

The duration of this memorandum is two years from the date of signing, automatically renewable for a similar period unless one party notifies the other in writing of its desire not to renew at least one month before expiration.

Article Thirteen: Data Protection and Privacy

Both parties commit to complying with data protection and privacy legislation. Cinemagic's data processing (including student and faculty data) is subject to the Data Protection Addendum (DPA), which is an integral part of this memorandum and must be signed before platform activation.

Article Fourteen

A joint working group will be formed to build an action plan for implementing and following up on the terms of this memorandum.

Article Fifteen

This memorandum consists of an introduction and fifteen articles, including this article, plus the Data Protection Addendum (DPA), which is an integral part of this memorandum.

Article Sixteen: Copies

This memorandum was prepared in two copies in Arabic. Each party receives a copy to act accordingly.

First Party: The Hashemite University	Second Party: Cinemagic Company
Professor Khaled Al-Hyari	Mr. Saad Al Karmi

Data Protection Addendum (DPA)

This Addendum ("Addendum") forms an integral part of the MoU between **The Hashemite University ("Controller")** and **Cinemagic Company ("Processor")**.

1. Introduction: This addendum sets the terms for processing personal data of students and faculty granted access to the Cinemagic platform.

2. Definitions:

- **Controller:** The Hashemite University.
- **Processor:** Cinemagic Company.
- **Personal Data:** Information relating to students/staff (e.g., name, university email, login data, usage records).

3. Scope and Purpose: Cinemagic processes data only for: account creation, tracking "Superstar" course progress, and technical support/security.

4. Obligations of the Processor:

- **Instructions:** Process data only per the First Party's written instructions.
- **Confidentiality:** Ensure authorized staff maintain strict confidentiality.
- **Security:** Implement technical measures (encryption, access management) to protect data.
- **Sub-processing:** No sub-processors without notifying the First Party.

5. Data Subject Rights: Cinemagic will assist the University in responding to student requests (access, correction, deletion) per applicable laws.

6. Breach Notification: The Processor must notify the Controller within 72 hours of becoming aware of any data breach.

7. Deletion or Return: Upon termination or request, Cinemagic must delete or return all personal data unless law requires otherwise.

8. Governing Law: This addendum is subject to the laws of Jordan, specifically the Jordanian Personal Data Protection Law.

Data Protection Addendum (DPA)

For The Hashemite University (Controller)	For Cinemagic Company (Processor)
Signature: _____	Signature: _____
Date: _____	Date: _____