

INTERNATIONAL MEMORANDUM OF AGREEMENT

Between

The University of Chemistry and Technology, Prague

and

The University of Arizona

I. GENERAL

A. Parties to the Agreement

This Memorandum of Agreement (“Agreement”) is entered into by The University of Chemistry and Technology, Prague, Czech Republic (hereinafter “UCT Prague”) and The Arizona Board of Regents on behalf of The University of Arizona, Tucson, Arizona, USA (hereinafter “The University of Arizona”). The two institutions shall be referred to collectively as the “Participating Institutions” in this Memorandum of Agreement.

B. Purpose of the Agreement

The Participating Institutions, with approval of their responsible authorities, are entering into this Agreement to facilitate and enhance cooperation in research and academics in areas of mutual interest, through the modes of collaboration set forth below.

C. Modes of Collaboration

The Participating Institutions will endeavor to promote collaboration through a broad range of strategies, which may include research collaboration, faculty and scholar exchanges, student exchange and direct enroll programs, and study abroad. Initially, the Participating Institutions are agreeing to the following programs, which are further detailed in Appendix A incorporated herein by reference:

1. exchanges of faculty and scholars for short-term and, as funding and other circumstances permit, longer-term visits;
2. the design of collaborative research projects, including the development of formal proposals for funding of such research;
3. jointly organized scientific symposia;
4. the discussion of the potential exchange of Master and PhD degree students for collaborative academic programs;
5. the joint supervision of PhD dissertation; and
6. the possibility of UCT Prague faculty becoming Affiliate Members of the Southwest Environmental Health Sciences Center within the College of Pharmacy at The University of Arizona.

If the Participating Institutions agree to pursue additional collaborative programs in the future, they will enter into implementing agreements or addenda to this Agreement, as set forth in Section III.A, below.

II. TERMS OF THE AGREEMENT

A. Areas of Initial Concentration

The Participating Institutions agree to develop collaborative programs in areas of mutual interest, and will initially focus on implementing collaborative fundamental research through faculty and scholar exchanges in multidisciplinary areas.

B. Activities in Support of Collaboration

The Participating Institutions recognize the importance of certain ancillary activities in support of these primary 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 Participating Institutions; and
2. regular communication concerning the technologies necessary to enable and enhance the substantive areas of collaboration referred to in Section II. A.

III. ADMINISTRATIVE GUIDELINES

A. Implementation of this Memorandum

1. It is the intent of the Participating Institutions that the general provisions of this Agreement be translated into specific programs of activity as expeditiously as financing and other institutional capabilities permit. Such programs will be detailed in implementing agreements or addenda to this Agreement, and will be approved in writing by the designated officials of both institutions. No implementing memorandum will 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 Participating Institution's officers, agents and/or employees. Implementing memoranda for faculty exchanges and collaborative research programs must include specific provisions relating to any intellectual property that may result from the program.
2. Nothing in this Agreement shall be interpreted as constraining the development of future programs that are not specifically mentioned in this Agreement.

B. Responsible Administrative Personnel

1. The Participating Institutions shall be represented in formal negotiation or renegotiation of this Agreement by the the Rector of UCT Prague and by the Interim Senior Vice President for Academic Affairs and Provost of The University of Arizona, respectively, or by their designated representatives.
2. The designated operational units of the parties, for purposes of developing and implementing the terms of this Agreement are:

For UCT Prague the Department of Food Analysis and Nutrition at the Faculty of Food and Biochemical Technology and The University of Arizona College of Pharmacy for The University of Arizona.

3. Either party may change its designated operational unit by written notification to the other party.

C. Travel and Safety

1. The Participating Institutions each acknowledge and agree that they have emergency response plans to address emergencies. Each Participating Institution agrees to provide the other with information on the emergency response plan upon request.
2. The University of Arizona will evaluate potential risks for any country to which its employees or students may be proposing travel, and may determine based on U.S. Department of State Travel Advisories, any other travel advisory source, and in its sole discretion, that travel to a particular country or area is not advisable at that time.
3. If a University of Arizona employee or student is already in a country or area for which a travel alert or Level 3 or Level 4 Travel Advisory is issued by the U.S. Department of State, the traveler must consult with the University of Arizona, or the University of Arizona will contact the employees and/or students in such countries or areas, to determine whether they will be required to relocate to a safer area or return to the U.S. or the employee's or student's home country if other than the U.S. If another source increases risk levels, the University of Arizona will evaluate the change, notify the traveler of new risks, and coordinate with the traveler if the employee or student is required to depart.

D. Other Provisions

1. This Agreement is written in the English language. Any translation will be substantially equivalent in establishing the mutual obligations of the parties.

2. Nothing in this Agreement shall create binding obligations that may not be overridden by unilateral decisions reflecting financial or other circumstances confronting either of the Participating Institutions.
3. This Agreement is effective for an initial term of five years from the date of the last signature (the “Effective Date”). After this initial term, this Agreement shall be reviewed and may be revised as deemed necessary by the Participating Institutions.
4. This Agreement may be terminated by either of the Participating Institutions upon written notice given at least 90 days before the end of the other Participating Institution’s current academic year, to be effective as of the end of that academic year. In the event of such termination, any students, faculty or scholars currently participating in an exchange pursuant to this Agreement shall retain their then-current status until the end of their program or the end of the current academic year, whichever is sooner.

IV. LEGAL PROVISIONS

A. Conflict of Interest

This Agreement is subject to cancellation pursuant to Arizona Revised Statutes § 38-511 regarding Conflict of Interest.

B. Non-Appropriation

The parties recognize that performance by the Arizona Board of Regents for and on behalf of The University of Arizona may be dependent upon the appropriation of funds by the State Legislature of Arizona. Notwithstanding the provisions of Section III. D. 4, above, should the Legislature fail to appropriate the necessary funds or if the University’s appropriation is reduced during the fiscal year, the Arizona Board of Regents may reduce the scope of this Agreement if appropriate or cancel the Agreement without further duty or obligation. The University of Arizona agrees to notify the other Participating Institution as soon as reasonably possible after the unavailability of said funds comes to the University’s attention.

C. Intellectual Property

1. The Parties do not intend that the activities performed under this Agreement will result in inventions or the creation of new intellectual property, but if any result, the following will apply: The University of Arizona shall retain exclusive title and all rights to inventions, copyrights, and other intellectual property arising from the conceptions or efforts of its employees or consultants in performing this Agreement. UCT Prague shall retain exclusive title and all rights to inventions, copyrights, and other intellectual property arising from the conceptions or efforts of its employees or consultants in performing this Agreement. UCT Prague and The University of Arizona shall hold joint title and rights in inventions, copyrights, and other intellectual property arising from the joint conceptions or

efforts of both parties' employees or consultants in performing under this Agreement.

2. No Participating Institution will use the trademarks, trade name, logos, trade dress, or other commercial property of any other Participating Institution without the express written approval of that Participating Institution.

D. Disputes

The parties shall make a good faith endeavor to settle amicably, through direct negotiations between them, any dispute, difference, controversy or claim ("Dispute") arising under, out of or relating to this Agreement and any subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims.

E. Equal Employment Opportunity and Non-Discrimination

The University of Arizona is bound by applicable federal and state laws and regulations, as well as internal University policy, governing Equal Employment Opportunity and Non-Discrimination. The Participating Institutions agree that participation by University of Arizona personnel or students in any activities relating to this Agreement shall not be denied to any individual on the basis of race, color, religion, sex, national origin, age, disability, veteran status, sexual orientation, gender identity, or genetic information. The University of Arizona is also committed to providing equal access and reasonable accommodation to its employees and students as required by law.

F. Export Controls

The University of Arizona is bound by all applicable United States federal laws restricting the export of controlled materials and technology set forth in the International Traffic in Arms Regulation (ITAR), 22 CFR §120 *et seq.* and the Export Administration Act of 1979 (as amended) 50 U.S.C. Appendix § 2401 *et seq.* (collectively "Export Control Laws") and will not transfer any export controlled materials or technology without prior authorization from Department of State or Department of Commerce if such authorization is required.

For The University of Arizona:

For University of Chemistry and
Technology, Prague:

XXXXX
Interim Senior Vice President for
Academic Affairs and Provost

XXXXX
Rector

Date

Date

APPENDIX A: FACULTY AND SCHOLAR EXCHANGE

Exchanges of faculty and scholars for short-term research and/or training purposes generally shall be conducted under the following guidelines:

1. The Participating Institutions shall — for a duration to be determined on a case-by-case basis and after mutual agreement — invite faculty and/or scholars for teaching and/or research visits. Visiting faculty and scholars must have a sufficient command of the language of instruction, if they are invited to teach.
2. The home institution and/or third party bear all costs related to travel and living expenses, unless there is a decision at the time of invitation that the host institution has funds for visiting scholars and faculty.
3. The Participating Institutions shall undertake efforts to raise funds from outside sources for the exchange of faculty and/or scholars.
4. The Participating Institutions 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. Visiting faculty and scholars at the University of Arizona may apply to participate in the University of Arizona's International Scholar Academy, operated by UA Global. UA Global has an annual call for visiting faculty and scholars' applications to the International Scholar Academy in August each year. The International Scholar Academy is designed to accelerate the professional development of emerging leaders. Selected participants attend interactive workshops spread throughout the academic year, free of charge. These workshops are excellent opportunities for career development, personal growth, and networking with other international faculty and scholars.
6. Each faculty or scholar exchange participant must submit proof of medical insurance coverage during the exchange period as required by U.S. Federal law or Czech law, as may be applicable. It is understood that the host institution accepts no responsibility or liability for providing health care services or health care insurance for visiting faculty and/or scholars.
7. Exchange faculty and/or scholars shall be responsible for obtaining any necessary visas and otherwise complying with all immigration laws and regulations of the country of the host institution. The host institution shall cooperate in such efforts, but shall not have any responsibility to assure the granting of any immigration visas, permits or approvals.

8. Should any faculty or scholar collaboration result in any potential for intellectual property, the Participating Institutions shall immediately meet through designated representatives and seek an equitable and fair understanding as to ownership of such intellectual property and other property interests that may arise. Any such discussions shall at all times strive to preserve a harmonious and continuing relationship between the parties.