

GENERAL AGREEMENT

This general agreement (hereinafter referred to as the “**General Agreement**”) is made on (date) (hereinafter referred to as the “**Effective date**”) by and between:

Université Internationale de Rabat, a public funded university, implemented in partnership with the Moroccan State, incorporated according to the laws of the Kingdom of Morocco, having its campus at Technopolis, Rocade de RABAT-SALÉ, Sala Al Jadida, Morocco, duly represented for the purposes of this General Agreement by its President, Pr. Nouredine MOUADDIB;

Université Internationale de Rabat being hereinafter referred to as “**UIR**”;

The University of Ostrava, a public funded university incorporated according to the laws of the Czechia, having its registered campus in Ostrava, Czechia, duly represented for the purposes of this General Agreement by its rector, Prof. Jan LATA;

The University of Ostrava being hereinafter referred to as “**UO**”.

UO and UIR are hereinafter collectively referred to as the “**Parties**” and individually as the “**Party**”.

The Parties agree as follows:

Article 1: Purpose of the General Agreement

For the purpose of furthering cooperation through educational and academic exchanges, the Parties hereby agree to foster the establishment of a mutually beneficial relationship for their institutions.

The Parties hereby agree to collaborate in good faith within the term of the General Agreement in order for them to set up a strong and long-lasting collaboration.

Areas of collaboration may be but not limited to:

- Undergraduate and graduate courses/learning, involving double diplomas or joint diplomas in fields such as engineering, computer science, management and business, political science, economics, etc.;
- Student exchange for semesters abroad in the Parties’ campuses;
- Student exchange in the Parties’ Summer programs;
- Development of joint research activities in areas of common interest for the Parties;
- Academic and research networking;
- Exchange of academic publications;
- Cooperation in Executive Education programs in Morocco;
- Development of mutually beneficial academic programs and courses;

- Exchange of academic faculty for purposes of teaching and research, upon common interest and agreement of the Parties;
- Reciprocal assistance for visiting academic staff and students;
- Any other area of collaboration of relevance to the Parties.

Article 2: Execution Agreements

2.1 Parties may agree in the future to diversify their collaboration in other areas and through other projects. In such case, each new project of collaboration shall be defined in a specific agreement ("**Execution Agreement**") which shall set forth all the details regarding the term, the purpose, the financial conditions if applicable, etc. Each specific agreement/Execution Agreement shall be agreed upon and shall be signed by the Parties.

2.2 The General Agreement and the Execution Agreements are interdependent. Execution Agreements are consequences of the General Agreement.

In the event that the General Agreement terminates, all the Execution Agreements signed between the Parties shall be impacted, unless the Parties agree on an alternative solution to the situation.

In the event that one of the Execution Agreement terminates, the General Agreement and the other Execution Agreements shall remain effective.

Article 3: Intellectual Property

In the case of a joint research project, discussion of a written agreement regarding intellectual property and technology transfer, which may include the promotion of research products with commercial applications, will take place before the start of the project.

Any benefits and intellectual properties generated under the collaborative works should be proportionally shared based on the contribution of each Party.

Details and conditions shall be set forth in Execution Agreements.

Article 4: Confidentiality

Each Party agrees to keep strictly secret and confidential any information received from the other Party and marked as confidential. Confidential information provided by one Party to the other shall in any event remain that Party's exclusive property. The confidential information shall be used solely for the purposes contemplated herein. This General Agreement itself shall remain confidential, and shall not be disclosed to any third party.

Article 5: Term

The University of Ostrava is an obliged entity pursuant to Act No. 340/2015 Coll., Act on the Register of Contracts (hereinafter the "Act on the Register of Contracts"). UIR acknowledges and expressly agrees that this Agreement in full is subject to publication in the Register of Contracts (public administration information system administered by the Czech Ministry of the Interior). The University of Ostrava undertakes to publish this Agreement in compliance with the provisions of the respective Act on the Register of Contracts.

Upon approval by each Party and after publication in the Register of Contracts the present General Agreement shall remain in force during five (5) academic years.

Such term can be renewed in writing upon agreement between both Parties, for five (5) more academic years.

Article 6: Amendment

No amendment, variations or alterations to this General Agreement shall be effective unless made in writing and duly signed by the authorized signatories of each Party.

Article 7: Termination

The Parties will act to comply with their agreed contributions to the project throughout its duration, and to avoid sudden or early termination of this Agreement.

Each Party has the option to end this General Agreement before its term, under the cumulative conditions below:

- (i) To transmit to the other Party a six (6) month prior notice, setting forth the reasons of the anticipated termination;
- (ii) Not to jeopardize at the moment of the prior notice the ongoing curricula and collaborative research or any joint project that was agreed upon by the Parties in Execution Agreements. Hence, the termination of the General Agreement shall be effective at the end of the ongoing curricula, at the Bachelor's and Master's levels, and at the end of the collaborative research on ongoing projects.

In all cases of anticipated termination, the Parties agree to insure a satisfactory completion of the ongoing curricula, and under no circumstance the Parties shall jeopardize the curricula of the enrolled Students until their graduation.

Article 8: Severability

In the event that any provision of this General Agreement is deemed to be unlawful or unenforceable, the other provisions of this General Agreement and the Execution Agreements shall remain in full force and effect and the Parties shall mutually agree upon lawful or enforceable provisions economically equivalent to those deemed to be unlawful or unenforceable.

Article 9: Assignment

No Party shall assign, mortgage, charge, transfer or otherwise dispose of its rights and benefits under this General Agreement without the prior written consent of the other Parties.

It is agreed between the Parties that this General Agreement is intended to be legally binding and to impose obligations on the Parties.

Article 10: Notices

Any and all notices to be given pursuant to this General Agreement shall be sent by email and/or airmail to the addresses set out below or to such other addresses as any Party may from time to time notify to the other Party in accordance with the provisions of this Article.

If to UIR

Mrs Hakima Fassi Fihri
Director of International Relations
Email : hakima.fassifihri@uir.ac.ma
Chief of the President's Cabinet
Address: Université Internationale de Rabat
Technopolis, Rocade Rabat-Salé, Sala Al Jadida, Maroc
Tel: 00 212 (0) 530 10 30 18
Fax: 00 212 (0) 530 10 30 30
Website : www.uir.ac.ma

If to UO:

Mrs. Ivana Adamiková
Address: University of Ostrava, Dvořákova 7, 701 03 Ostrava, Czechia
Tel: +420 597 091 007
Email : ivana.adamikova@osu.cz
Website : www.osu.eu
Cc to: Mrs. Monika Šmídlová
Email: monika.smidlova@osu.cz

Article 11: Dispute Resolution

The Parties undertake to use their best efforts to settle amicably all disputes between them concerning this General Agreement or agreements that may result.

IN WITNESS WHEREOF, each of the Parties has caused this General Agreement to be executed, sealed and signed in two (2) original versions, as of the day and year first above written.

ACCEPTED AND AGREED

For and on behalf of UO

Date : ---

Signature :

Name: **Prof. Jan LATA**

Title: **Rector**

ACCEPTED AND AGREED

For and on behalf of UIR

Date: ---

Signature :

Name: **Pr. Nouredine MOUADDIB**

Title : **President**