



MEMORANDUM OF UNDERSTANDING

between

Idaho State University

&

Australian University (AU)

Memorandum of Understanding

This Memorandum of Understanding (hereinafter referred to as "MOU") is entered into on the 1st day of November, 2023 (hereinafter referred to as "Effective Date")

by and between

Idaho State University organized and existing under the State of Idaho Statute, Title 33 Chapter 30, 33-3001, (hereinafter referred to as "ISU"). Address: 921 S 8th Ave, Pocatello, ID 83209, United States Phone: +1 208-282-2475

Australian University "AU", Australian University "AU", an educational institution approved by Private Universities Council (PUC). Address: Mubarak Al-Abdullah Al-Jaber Area – West Mishref – Block 5 – Al Aqsa Mosque Street – P.O. Box 1411 – Safat 13015 Kuwait.
Duly represented by Prof. Isam Zabalawi in his capacity as President
Tel: + 965 1828225 Fax: + 965 25376222 (hereinafter referred to as "AU"; each of Idaho State University and AU individually a "Party" and jointly the "Parties")

Whereas AU is one of the first private universities in Kuwait, established in 2004. It offers world-class higher education on home ground through international learning partnerships. Courses of study are available at diploma and bachelor degree levels and in specializations within Engineering, Business, Aviation and Maritime studies. The experiential model of learning at AU enables students to graduate not only with academic knowledge but also with workplace related skills and attitude so they are job ready.

Both Parties are desirous of entering into this MOU to declare their respective intentions to establish a basis of cooperation and collaboration between the Parties upon the terms as contained herein for the mutual benefits of their interests.

THEREFORE, **Idaho State University** and AU hereby agree to the following:

1. PURPOSE OF MOU

This MOU is intended to reflect the present understanding resulting from the discussions the Parties have had in their negotiations about the terms and conditions of the proposed cooperation as follows:

- 1.1. To collaborate for the exchange of Faculty.
- 1.2. Discuss parameters of AU and ISU student training programs as part of their graduation requirements.
- 1.3. Seminars/ Talks/ Conferences: to provide industry leaders and successful entrepreneurs opportunities to present topics of mutual interest to AU and Idaho State University.
- 1.4. To collaborate for hosting regular visits between both parties.
- 1.5. Research Opportunities: Collaborate with **Idaho State University** in research projects that jointly benefit AU and **Idaho State University**, and to establish a joint research platform at AU.
- 1.6. To transfer and exchange scientific research and technology-related information.

- 1.7. To collaborate for joint training courses to be conducted.
- 1.8. To collaborate in joint supervision of M.Sc. and Ph.D. students.
- 1.9. Others as applicable.

2. MODALITIES OF COOPERATION

To implement the purposes expressed in Article 1 of this MOU, it is mutually understood and agreed that:

- 2.1 Joint projects and training will be regulated by specific agreements to be signed by the Parties.
- 2.2 The terms and conditions of any agreed program and activity contemplated in this MOU shall be the subject of separate written agreements to be negotiated and agreed upon by both Parties. The decision whether to initiate and/or implement any program or activity shall be at the sole discretion of each Party. Such agreements will specify the names of those individuals at each institution responsible for the implementation of the program and set forth all terms and conditions associated with the activity. All activities undertaken must conform to the policies and procedures in place at each institution.
- 2.3 Representatives of the Parties shall meet to promote the implementation of this MOU, to inform each other about all progress of the work of mutual interest and to discuss any necessary measures. These meetings shall take place as and when required, but not less than twice every year.
- 2.4 The collaboration described in this Agreement is not exclusive and neither Party shall be deemed to be the exclusive agent, contractor, or service provider of the other Party in any respect. The Parties will cooperate under the provision that the interests of the individual Party shall have priority above those of the cooperation where there is any conflict of interest.
- 2.5 This MOU shall be governed by and construed in accordance with the laws of the countries where both parties are fiscally domiciled without giving effect to the conflict of laws principles thereof.

3. EFFECT OF MOU

- 3.1 This MOU is valid for a period of three (3) years from the date of signature by the last Party, the "effective date", and may be renewed only in writing by the Parties. Either Party may terminate this Agreement with written notice.
- 3.2 Notwithstanding the previous clause, any other written agreement with respect to any ongoing exchange program or any other form of cooperative activity under this MOU shall continue to apply until their completion unless both Parties mutually agree in writing to the earlier termination of the program or cooperative activity.

4. COST AND EXPENSES

Subsequent agreements should make financial costs and obligations explicit. The Parties acknowledge that in the absence of any specific subsequent agreement in writing to the contrary, each Party will be responsible for its own costs and expenses for establishing and conducting programs and activities contemplated under this MOU, including without limitation, its own costs and expenses for travel and accommodation.

5. NATURE OF MOU

With the exception of Clause 7 below, the Parties agree that this MOU is not a formal legal

agreement giving rise to any legal relationship, rights, duties or consequences; instead, it is only a definite expression and record of the purpose of the Parties to which the Parties are bound in honor only.

6. LIMITED PURPOSE

- 6.1 This MOU is a non-binding expression of the current intentions of the Parties and neither Party will incur nor be bound to any legal obligations or expense to the other Party until and unless definitive agreements have been negotiated and approved by the necessary management levels of each Party and executed and delivered by authorized representatives of both Parties.
- 6.2 This MOU is not intended to, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by either Party, its officers, employees, or agents against the other Party, its officers, employees, or agents.
- 6.3 Nothing in this MOU obligates either Party to commit or transfer any funds, assets, or other resources in support of projects or activities between the Parties unless expressly stated in this MOU.
- 6.4 The Parties may enter into specific written agreements under authority of this MOU to clarify and define the nature, extent, and terms of operation for the proposed collaborations, including intellectual property ownership and funding issues.
- 6.5 This MOU is not intended to and does not give any person who is not a Party to it any right to enforce any of its provisions.
- 6.6 The Parties will consult with each other and attempt to resolve disputes or misunderstandings that arise in the administration of this MOU informally and amicably.
- 6.7 No amendment to the terms of this MOU will be effective unless made in writing and signed by each Party's authorized signatory.
- 6.8 The Parties agree that no person shall on the grounds of race, religion, color, sex, age, national origin or ancestry, genetic information, marital status, parental status, sexual orientation, gender identity and expression, disability, or status as a veteran be excluded from participation under the terms of this Agreement.
- 6.9 The Office for Research or equivalent for each Party will coordinate regarding any further Agreements identified and proposed under this MOU prior to initiating projects or applying jointly for external funding for such projects.

7. CONFIDENTIALITY

- 7.1 "Confidential Information" means the information and/or data, whether in writing or verbal of any kind, form or nature whatsoever including but not limited to:
 - (a) information concerning or relating in any way whatsoever to the organization, business, commerce, finances, assets, proprietary information, undertakings, liabilities, transactions, operations, administration, marketing or other affairs of a Party;
 - (b) information and documents pertaining to statutory, company secretarial and other records of a Party.
 - (c) know-how, trade secret, discoveries, ideas, concepts, designs, specifications, models, procedures, processes, methods, improvements, development plans, training curriculums, projections, forecasts, budgets, financial statements, accounts, marketing materials and records of a Party.
 - (d) non-public information designated by a Party as being confidential or which, under the circumstances surrounding the disclosure, ought to be treated as confidential; and

- (e) any information marked "Confidential Information" by a Party.
- 7.2 Each Party (the "Receiving Party") agrees that it will treat all Confidential Information of the other Party (the "Disclosing Party") as confidential and will not, except as hereinafter provided, disclose, use or permit the disclosure or use of such Confidential Information.
- 7.3 The Receiving Party may disclose Confidential Information only to such of its directors, officers, employees, managers, members, agents or advisors (including, without limitation, attorneys, accountants, consultants, and financial advisors) (collectively, the "Representatives") who have a demonstrable need to know such information and who are informed of the confidential nature of such information (it being understood that the Receiving Party will inform its Representatives of the confidential nature of the Confidential Information and will be responsible for such Representatives treating such Confidential Information in the same manner as the Receiving Party is required to treat it under this MOU).
- 7.4 The restrictions referred to in this section shall not apply to any Confidential Information of the Disclosing Party to the extent that such information:
- (a) is already known without restrictions on use or other obligations of confidentiality to the Receiving Party;
 - (b) is in or comes into the public domain otherwise than as a result of any breach of this MOU;
 - (c) is independently developed by the Receiving Party as evidenced in writing; or
 - (d) is expressly stated by the Disclosing Party not to be subject to the obligation of confidentiality.
- 7.5 In the event that the Receiving Party is requested or required (by oral questions, interrogatories, requests for information or documents in a legal proceeding, subpoena, civil investigative demand or other similar process) to disclose any of the Confidential Information, the Receiving Party will endeavour in good faith to provide Disclosing Party prompt notice of any such request or requirement so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions hereof. If, in the absence of a protective order or other similar remedy or the receipt of a waiver by the Disclosing Party, the Receiving Party determines in good faith that it is nonetheless required to disclose the Confidential Information, the Receiving Party may, without liability hereunder, disclose to such tribunal only that portion of the Confidential Information which it determines is required to be disclosed, provided that the Receiving Party uses reasonable efforts to preserve the confidentiality of the other Confidential Information, including without limitation by cooperating with the Disclosing Party (at the Disclosing Party's cost) to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the other Confidential Information by such tribunal.
- 7.6 The confidentiality obligations contained in this clause shall survive the termination of this MOU.

8. COMMUNICATION

- 8.1 Each Party represents that the individual signing this MOU has the authority to sign on its behalf in the capacity indicated.
- 8.3 Each Party will maintain regular and reasonable contact with the other and engage in discussions regarding the collaboration and the research activities listed herein.
- 8.4 This MOU may be executed and delivered in counterparts (including transmission by

facsimile, electronic messaging systems or email), each of which will be deemed an original.

- 8.5 Except as otherwise provided in this MOU, all notices, instructions or other communications shall be in writing and may be made by facsimile message, by letter or other form of communication as agreed between the Parties from time to time, and delivered to the requisite Party at its address:

If to Idaho State University

Name: Dr. Mustafa Mashal
Department: Office for Research: Center for Advanced Energy Studies
Position: Associate Director
Tel. +1 208-533-8110
E-mail: mustafamashal@isu.edu
Cc: or@isu.edu

If to AU:

Name: Dr. Mohammad Hany Yassin
Department: Civil Engineering
Position: Assistant Professor
Address: P.O. Box 1411
Safat 13015 Kuwait
Tel. +965 1828225 Ext: 4394
E-mail: m.yassin@au.edu.kw
Cc: administration@au.edu.kw

- 8.6 The Parties may change the address set forth above by giving notice to the other Party in accordance with the provisions of this Clause.
- 8.7 Any communication shall be deemed delivered:
- a) If delivered by hand, at the time of delivery;
 - b) If by first class recorded delivery post, when delivery is recorded; and
 - c) If sent by facsimile message, at the time of delivery.

9. AUTHORIZATION TO USE LOGO:

The Parties will jointly coordinate any advertisement, press release, publicity statements, and other disclosures relating to the existence or substance of this MOU. Neither party may carry out any publicity activities related to this MOU without the prior written consent of the other Party.

Neither Party shall use the name or trademarks of the other Party on any product or service which is directly or indirectly related to this Agreement without the prior approval of the other Party. By entering into this Agreement, neither Party directly or indirectly endorses any product or service provided, or to be provided, by the other Party, its successors, assignees, or licensees. Neither Party shall imply in any way that this Agreement is an endorsement by the other Party of any product or service.

10. COUNTERPARTS

This MOU has been executed in two original counterparts with each Party to act upon when necessary.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by their respective duly authorized representatives.

Idaho State University

By: Mustafa Mashal on
behalf of Martin E. Blair



Martin E. Blair

**Vice President for Research & Economic
Development**

Australian University

By:



Prof. Isam Zabalawi

President

