MEMORANDUM OF UNDERSTANDING
FOR EXCHANGE
The Al Zaytoonah University and
The University of Toledo

This Memorandum of Understanding (hereinafter "MOU") is made between The University of Toledo, Toledo, Ohio, USA, (hereinafter the "University") and Al Zaytoonah University, private university, Amman, Jordan (hereinafter "Al Zaytoonah") in accordance with a mutual desire to promote education, learning and health care services and related training in each other's country of origin. The University and Al Zaytoonah are individually referred to as "Party" and collectively as "Parties."

Article I. Purpose of this MOU and Definitive Agreement(s)

1.1 The Parties desire to initiate a series of discussions to further explore collaboration and exchange in the following areas as they relate to pharmacy education and pharmaceutical sciences:

a. Exchange of faculty, staff, and students for experiences involving pharmaceutical sciences, advanced studies and collaborating in areas of research;

b. Exchange of teaching materials and scientific literature and for conducting joint workshops, symposia and engaging in discussions on topics of mutual interest.

c. Graduate education for time-limited Al Zaytoonah learners.

1.2 The Parties agree that the purpose of this MOU is only to engage in discussions regarding cooperative activities listed above, and the exchange of faculty, staff and students, the development of pharmacy facilities or programs or any type of financial arrangements between the Parties must be negotiated and memorialized in definitive legal agreement(s) (the "Definitive Agreements"). The Parties acknowledge that the execution of this MOU does not create a binding obligation on any party to consummate the activities described above unless memorialized in fully executed Definitive Agreements.

1.3 Topics to be considered in Definitive Agreement(s) include but are not limited to: Student and faculty acceptance and length of stay in the academic exchange program; Designation of exchange program coordinators for each Party to be responsible for communications between the Parties and coordinating responsibilities; Student and faculty affair issues such as general insurance, personal health insurance, accommodations, vaccinations, visa applications, disciplinary rules, scholarships, financial aid, academic credit and grades and other issues with respect to foreign travel and journeys.
Article II. Term

This MOU will take effect from the date of last signature hereto and will be in effect for a period of five (5) years. This MOU may be terminated by either Party by giving thirty (30) days' advance written notice.

Article III. Intellectual Property and Applicable Law

2.1 If there is collaborative work between the Parties and their respective faculty or students which is not required to be formalized into a Definitive Agreement, each Party reserves the right to publish the results of the collaboration. Before submission for publication, however, each Party will notify the other of its intention to publish, and will submit the manuscript to the other Party for review and comment. The reviewing Party will have thirty (30) days from receipt of the manuscript to present any written comments to the other Party. The reviewing Party's comments will be given due consideration by the submitting Party. The publication of the results may be delayed at the reviewing Party's written request for a period not to exceed ninety (90) days if it contains a disclosure of an invention(s) on which either Party desires to file a United States or foreign patent. Any ownership of inventions will be determined pursuant to U.S. patent laws. The Parties will ensure that their faculty, staff and students involved comply with all applicable U.S. export control laws and regulations controlling the transfer of technical information or items out of the U.S. The transfer of certain technical information or items may require a license from the U.S. government.

2.2 This MOU will be interpreted in accordance with the laws of the state of Ohio applicable to agreements made and to be performed entirely within the state of Ohio, without giving any effect to any conflicts or choice of laws principles. Any action or proceeding against either Party hereto relating in any way to this MOU or the subject matter hereof will be brought and enforced exclusively in the competent courts of Ohio, and the Parties hereto consent to the exclusive jurisdiction of such courts.

Article IV. Notices

Any notice to either Party hereunder must be in writing signed by the Party giving it, and will be deemed given when mailed postage prepaid by postal service first class, certified, or express mail, or other overnight mail service, or hand delivered, when addressed as follows:

To University: Jeffrey P. Gold, M.D.
Chancellor, Executive Vice President for Biosciences and Health Affairs,
Dean of the College of Medicine and Life Sciences
The University of Toledo
3045 Arlington Avenue
Toledo, Ohio 43614

To _______: ________________________________

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Article V.  Miscellaneous

This MOU constitutes the entire agreement between the Parties with respect to the subject matter hereof, supersedes all other communications. This MOU may be amended only by a writing signed by authorized representatives of the Parties.

IN WITNESS WHEREOF, the Parties have executed this MOU effective as of the date last below.

THE UNIVERSITY OF TOLEDO

Jeffrey Gold, MD
Chancellor, Executive VP for Biosciences & Health Affairs, Dean College of Medicine and Life Sciences

Date: 1/22/2014

Johnnie L. Early, II, PhD, RPh
Dean and Professor

Date: 01/22/2014

AL ZAYTOONAH UNIVERSITY

Rushdi Hasan, PhD
President and Professor

Date: 01/22/2014

Ghassan Abu Sheikha, PhD
Dean and Professor

Date: 01/22/2014