MEMORANDUM OF UNDERSTANDING
FOR EXCHANGE

This Memorandum of Understanding (hereinafter “MOU”) is made between The University of Toledo, Toledo, Ohio, USA, (hereinafter the “University”) and King Faisal Specialist Hospital & Research Centre (KFSH) 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 King Faisal Specialist Hospital & Research Centre 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:

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

b. KFSH BSc degree pharmacists who want to pursue the Doctor of Pharmacy degree;

c. Education of KFSH practitioners in the Master of Science in Health Outcomes and Socioeconomic Sciences graduate program;

d. Collaboration on the development of medical facilities and programs; and

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

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, residents, staff and students, the development of medical 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

3.1 If there is collaborative work between the Parties and their respective faculty, staff, or students which is not required to be formalized into a Definitive Agreement as mutually determined between the Parties, 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.

3.2 This section intentionally silent.

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 The University of Toledo: Jeffrey Gold, M.D., Chancellor and Executive Vice President for Health Affairs Raymon H. Mulford Library 3045 Arlington Avenue Toledo, Ohio 43614-5805
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, M.D.
 Chancellor, Executive VP for Biosciences & Health Affairs, Dean College of Medicine and Life Sciences
 Date: 10/4/12

Johnnie L. Early, II, PhD, RPh
 Dean and Professor
 College of Pharmacy and Pharmaceutical Sciences
 Date: 10/10/12

Russell W. Smith, PharmD, MBA, BCPS
 Director of Pharmacy
 Date: 10-4-12

KING FAISAL SPECIALIST HOSPITAL & RESEARCH CENTRE – General Organization

Qasim Othman Alqasabi, MD, FRCS, FACS
Chief Executive Officer

Date: ____________________________

Ahmed Al-jedai, Pharm.D., MBA, BCPS, FCCP