



Memorandum of Understanding
BETWEEN

- MEDRC WATER RESEARCH

AND

- EURO-MEDITERRANEAN INFORMATION SYSTEM ON KNOW-HOW IN
THE WATER SECTOR
(EMWIS/SEMIDE)

Preamble

This Memorandum of Understanding (MOU) is entered into by and between MEDRC Water Research Center, with a registered address at PO Box 21, Postal Code 133, Al Khuwair, Sultanate of Oman and EMWIS/SEMIDE with a registered address at BP 23 06901 Sophia Antipolis, France.

MEDRC (Middle East Desalination Research Center) Research Center and the Euro-Mediterranean Information System on Know-How in the Water Sector (EMWIS/SEMIDE); are referred to collectively as the "Parties" or individually as "Party".

WHEREAS

- MEDRC Water Research (MEDRC), Founded in 1996 in the framework of the Middle East Peace Process with a mission to contribute to the achievement of peace and stability in the Middle East and North Africa by promoting and supporting the use of desalination to satisfy the needs of the people of the region for available, affordable, clean fresh water for human use and economic development. This is done through the advancement of desalination technology, education in the technology and training in its use, technology transfer, technical assistance, research and building cooperation between nations to form the joint projects and international relationships necessary to meet the needs for fresh water;
- EMWIS/SEMIDE is an initiative launched in the framework of the Euro-Mediterranean Partnership at the Ministerial conference on local water management in December 1996; it gathers 43 countries of the Union for the Mediterranean. It aims to gather, certify and disseminate relevant information & know-how (institutional framework, documentation & legislation, research & development programmes, training & capacity building programmes, and data management) for further improving water management in the Mediterranean region. The EMWIS/SEMIDE prepares pilot experiments and exploitation of innovations based on the lessons learnt from other countries in different water topics (e.g water scarcity & drought & flood management, adaptation to climate change, water monitoring, planning and participatory approach for integrated water resources management, Non-conventional water resources, pollution prevention, circular economy approaches). The EMWIS/SEMIDE is working on strengthening the coordination and the development of National Water Information Systems harmonized at the Mediterranean level, towards a

- shared Mediterranean water information system as a component of the Mediterranean Water Knowledge Platform, an initiative that received the label of the Union for the Mediterranean;
- c) The EMWIS/SEMIDE and MEDRC (hereinafter referred to as “the Parties”) believe that they have common principles, complementary objectives and a mutual interest in close cooperation regarding knowledge management, implementing water information systems, transferring and exchanging know-how & information, implementing pilot projects, capacity building, and applied research related to non-conventional water resources (desalination and wastewater reuse) at national & regional level;

HAVE AGREED as follows:

ARTICLE I - OBJECTIVES

The Parties shall cooperate, consistent with their respective mandates and interests, in implementing water information systems, joint research projects, capacity building in support of improved water resources management at regional and national level, subject to the availability of programme financing. Such cooperation may include:

- Exchange of water information & data;
- Exchange links & logos in the websites of each other;
- Responding to call for tenders/proposals of common interest;
- Implementing projects on water topics of common interest (water quality, water information systems, non-conventional water resources: desalination and wastewater treatment);
- Networking of Water Centers of Excellence in the region;
- Organizing regional and national events to mobilize regional & national water actors;
- Inviting each other to regional & national events of common interest;
- Technical and managerial training in all aspects of integrated water resources management;
- Promoting EMWIS/SEMIDE approaches outside of its geographic scope (Mediterranean) and promoting MEDRC approaches in the Mediterranean;

ARTICLE II – ACTIVITIES

The Parties shall keep each other informed of ongoing and planned programmes, projects and activities of mutual interest, and shall consult each other regularly on tasks and activities under joint execution. Furthermore, both parties will work together to complement each other in order to build a MENA water information system and a MENA Hub of Desalination (EMWIS with its Mediterranean partners and MEDRC with its MENA countries). Joint activities may be formalized through letters of agreement defining responsibilities of each party.

ARTICLE III – SCOPE

The Parties recognise the significant set of shared values, missions, goals and constituencies of their organisations, particularly in the areas of water information systems, applied research, advanced water treatment, desalination, water reuse, surface and groundwater management, and water

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diplomacy. The Parties also recognise that there is significant scope for collaboration and mutually beneficial activities.

ARTICLE IV – FINANCIAL PROVISIONS

The costs arising from this MOU will be borne by the Participants according to their respective applicable national legislation and depending on the newly budgetary availability. Each Participant shall finance expenses arising from its own part.

Funding for research, innovation and technical cooperation projects will be decided through mutual consultation between the Participants in accordance with the specific nature of the projects.

ARTICLE V – SETTLEMENT OF DISPUTES

This MOU is not legally binding and is not subject to international law.

Any dispute between the Participants arising out of the interpretation or implementation of this MOU may be amicably resolved through consultation or negotiation between the Participants to the dispute.

Contact Name/Point of Contact

Each Party agrees that for the purposes of this MOU, a member of staff has been designated to act as Point of Contact for any queries in respect of the MOU.

For MEDRC, the name and contact details for the designated person is:

Dr. Jauad El Kharraz
Head of Research
MEDRC Water Research
PO Box 21, Postal Code 133, Al Khuwair, Sultanate of Oman
www.medrc.org – T + 968-24415529
Email: elkharraz@medrc.org – Skype: soyjauad

For EMWIS/SEMIDE, the name and contact of the designated person is:

Eng. Eric Mino
Director
EMWIS Technical Unit
BP 23, 06901 Sophia Antipolis, France
www.emwis.net – T +33 492 94 22 91
Email: e.mino@semide.org – Skype: Eric_semide1

Confidential Information

Each Party agrees to hold the terms of this MOU (and related information and documentation) in confidence and not to disclose such information to any third party (other than to such Party's legal and professional advisors) without the prior written consent of the other Party. This paragraph shall

not apply to any specific disclosures which may be required by law and shall survive the termination or expiration of this MOU.

When receiving confidential information, the receiving Party must:

- a) Keep all confidential information of the disclosing Party fully confidential unless otherwise required by law;
- b) Ensure that all personnel to whom confidential information is disclosed are legally bound under the terms and conditions of their employment agreements or otherwise to keep the same information confidential.

The obligation of confidentiality hereof shall not apply when the receiving Party can show to the reasonable satisfaction of the disclosing Party that the disclosed information:

- a) Is published, or otherwise comes into the public domain other than by a breach by the receiving Party; or
- b) Is or has been lawfully acquired by the receiving Party from a source other than the disclosing Party owing no direct or indirect obligation of confidence to the disclosing Party in respect of said confidential information; or
- c) Was rightfully in the receiving Party's possession at the time of disclosure without any direct or indirect confidentiality obligation owed to the disclosing Party; or
- d) Is independently developed by the receiving Party without use of or access to confidential information disclosed by the disclosing Party.

Intellectual Property

Any proprietary rights including, but not limited to, information, data, know how, and patents owned or acquired by a Party prior to signature of this MOU shall be retained by that Party.

All intellectual property generated in this collaboration will be owned by the Party generating it. If, in the course of carrying out this collaboration, a joint invention or work is made - and more than one Party is contributor to it - and if the features of such joint invention or work are such that it is not possible to separate them for the purpose of applying for, obtaining and/or maintaining the relevant intellectual property rights, the owning Parties agree that they may jointly apply to obtain and/or maintain the relevant right, as specified by a separate written joint ownership agreement.

Additional Intellectual Property rights may be negotiated by the Parties and incorporated into the separate written agreement(s) governing any specific project or collaboration.

Publicity/Publications

No Party shall use the name or any trademark or logo of any other Party in any press release, advertising, promotional materials or similar disclosure without the express written permission of the other Party (Parties), which permission may be given or withheld at the other Party's sole discretion. The Parties agree to coordinate all public announcements regarding the activities provided for under this MOU.

It is understood that any publications based on this collaboration will be joint publications in accordance with best academic practice and the Vancouver convention (<http://www.icmje.org/>) on authorship and contributorship. Authorship credit should be based on (as further described therein)

a) substantial contributions to conception and design, or acquisition of data, or analysis and interpretation of data; b) drafting the article or revising it critically for important intellectual content; and c) final approval of the version to be published. Authors should meet conditions a), b), and c). All contributors who do not meet the criteria for authorship should be listed in an acknowledgments section.

Joint Programs and/or Accreditation

The Parties understand that the development of joint programs or accreditation of programs must be taken forward by way of separate written agreement that shall govern the development and operation of the specific joint program or accreditation process.

Amendments

This MOU may be amended or modified by the written agreement signed by the representative of each Party.

Term

This Memorandum shall enter into force upon signature by both parties for a period of three (3) years ('the Term').

Termination

This Memorandum may be terminated by a Party upon written notice to the identified Point(s) of Contact of the other Party by giving six month's written notice. Any extension of the Term shall be subject to the mutual written agreement of the Parties. The provisions of this Memorandum may be amended at any time by mutual consent in writing.

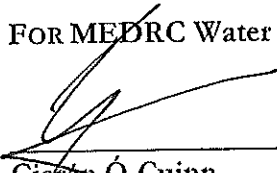
Disclaimer and Status of the Parties

The relationship of the Parties to each other is that of independent and autonomous organisations. Nothing in this MOU shall be construed to create any partnership or joint venture between the Parties, nor grant either Party the right to make commitments of any kind on behalf of the other Party, without prior written consent of the other Party. Nothing in this MOU restricts the right of any Party to enter into agreements with other organisations or entities for any purpose.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto, has signed this Memorandum of Understanding.


Done the 15th of January 2019, in two equally authentic originals in English language.

FOR MEDRC Water Research:



Ciarán Ó Cuinn
Center Director

FOR EMWIS/SEMIDE:



Manuel Menéndez Prieto
President of EMWIS Steering Committee
(By absence: Royal Decree 864/2018, of July 13.
Sixth Provision):
V́ctor M. Arqued Esquía