

## **Memorandum of Understanding**

**between the**

**United Arab Emirates University**

**and**

**The General Commissioner of Italy for EXPO 2020 Dubai**

**on Cooperation at EXPO 2020 Dubai**

**MOU No: [ 1 ]**

## **Memorandum of Understanding**

### **Introduction**

1. The United Arab Emirates University ('UAEU') and the General Commissioner of Italy for EXPO 2020 Dubai ('Commissioner General of Italy') ( each a 'Participant' and together 'the Participants') are both participating at EXPO 2020 Dubai and wish to share ideas and collaborate where practicable on events programming at EXPO 2020 Dubai.

### **Purpose**

2. The purpose of this MOU is to set out the understanding between the UAEU and the General Commissioner of Italy for EXPO 2020 Dubai regarding that cooperation.

### **Cooperation activities**

3. Cooperation activities under this MOU, in the areas of common interest, may be undertaken pursuant to subsequent arrangements to be jointly determined by the Participants, including:
  - a. sharing ideas and information on their respective event programs at EXPO 2020 Dubai, and other forms of information-sharing as may be jointly decided between the Participants;
  - b. exploring the possibility of co-curating events when practicable at EXPO 2020 Dubai;
  - c. enhanced institutional linkages such as:
    - i. visits/ invitations to attend or participate in specific aspects of their respective event programs;
    - ii. other forms of institutional cooperation as may be jointly decided between the Participants, including, but not limited to, facilitating

connections between UAEU and Italian Universities, research centers and higher education organizations;

- iii. joint participation in broader EXPO 2020 Dubai programming.

#### **Responsibility of the Participants**

4. The Participants will continue to maintain their own separate and unique missions, mandates and accountabilities. Each Participant will be fully and solely responsible for any and all expenses it incurs in relation to this MOU.
  
5. This MOU does not:
  - a. create an exclusive relationship between the Participants;
  - b. create a partnership, business, joint venture or other legal entity comprising the Participants;
  - c. create a commitment or obligation of specific funds or resources by the Participants;
  - d. supersede or interfere in any way with any agreements or contracts entered into between or by the Participants, either prior or subsequent to the signing of this MOU; or
  - e. constitute a legally binding commitment by either Participant or create any rights in any third party.
  
6. Either Participant is free to engage in policy dialogue or institutional linkages as they deem necessary or appropriate.
  
7. Cooperation activities under this MOU will be carried out with full respect of each Participant's domestic laws and international obligations.

## Transparency

8. The Participants are committed to transparency and acknowledge that this MOU will be a public document.
9. Either Participant may publish information regarding any cooperation activities made pursuant to this MOU. The Participant seeking to publish the information will consult with the other Participant and will provide the other Participant with a reasonable opportunity to review and provide comments on the proposed information to be published. That Participant will consider the other Participant's comments prior to publishing the information.

## Anti-corruption

10. The Participants are committed to preventing and detecting corruption and bribery. Neither Participant will make, cause to be made, receive or seek to receive, any offer, gift or payment, consideration of benefit of any kind, which would or could be construed as an illegal or corrupt act, either directly or indirectly to any participant or other party, as an inducement or reward in relation to any activities undertaken pursuant to this MOU. In addition, neither Participant will bribe public officials, including foreign officials, and will ensure that contractor personnel involved in managing and/or delivering activities under this MOU, will comply with this provision. Any breach of this paragraph will be grounds for immediate termination of the activities under this MOU.

The parties acknowledge that the Commissariat signed on 10 October 2018 with the National Anti-Corruption Authority a collaborative supervision Protocol for the Italian participation in EXPO 2020 Dubai.

The parties also acknowledge that the Commissariat undertakes to comply with the code of conduct for civil servants pursuant to Presidential Decree in the execution of this Memorandum of Understanding dated April 16, 2013, n. 62.

## **Fraud**

11. The Participants are committed to and will cooperate to ensure that support provided by either Participant for any activity undertaken pursuant to this MOU is not subject to fraud, and that any in-kind or other support is not misused. For the purposes of this MOU, 'fraud' means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspect or detected fraud.
12. If either Participant becomes aware of a fraud in connection with managing or delivering shared cooperation activities, it will report the matter to the other Participant in writing within five (5) business days.

## **Amendments**

13. The Participants may amend this MOU at any time, by mutual consent in writing, in the form of an exchange of letters between the Participants.

## **Accountability, Monitoring and Assessment**

14. To ensure accountability for results, all cooperation activities under this MOU may be subject to evaluation, monitoring and assessment, the details of which would be set out in separate arrangements to be negotiated and accepted by the Participants.

## **Resolution of Differences**

15. Any differences that may arise concerning this MOU will be resolved amicably through discussions and negotiations between the Participants.

## **Governing Law**

16. This MOU will be governed by and construed in accordance with the laws of the United Arab Emirates, without regard to principles relating to conflicts of law.

### **Entry into effect and duration**

17. This MOU will take effect on signature of the Participants, or the date of last signature, and will remain in effect until [1 April 2022], unless an extension is mutually decided by the parties.

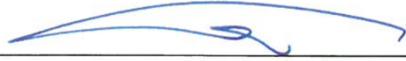
### **Termination**

18. Either Participant may terminate this MOU by giving the other Participant at least 30 days written notice of its intention to terminate.

### **Confidentiality**

19. Both Parties, shall keep strictly confidential all information and materials provided by one Party (the Disclosing Party) to the other Party, pursuant to this MOU (the Confidential Information) and shall not provide the Confidential Information to any third party without the prior written consent of the Disclosing Party.
20. This Clause shall not apply to any information which:
  - a. is required to be disclosed by law, pursuant to legal process or by any governmental or competent regulatory authority
  - b. at the time of its disclosure is or subsequently becomes public knowledge other than by breach of this MOU; or
  - c. is lawfully received by, is already in the lawful possession of or subsequently comes lawfully into the possession of a Party from a third party who does not owe and is not under any obligation to keep the information confidential.
21. The provisions of this Clause are binding and shall survive the termination of this MOU.

**Signatures**



For the United Arab Emirates  
University for Expo 2020 Dubai

Prof. Ghaleb Al Hadrami Al Breiki

Name of authorized  
representative (print)

Acting Vice Chancellor

Position

29/6/2020

Date

For the General Commissioner of  
Italy for EXPO 2020 Dubai

Mr. Paolo Glisenti

Name of authorized  
representative (print)

Commissioner General

Position

Date