

MEMORANDUM OF UNDERSTANDING

This Agreement is entered into by and between:

- (1) UNITED NATIONS EDUCATIONAL, SCIENTIFIC, AND CULTURAL ORGANIZATION, AN INTERNATIONAL ORGANIZATION, Address: 8, Abdel Rahman Fahmy street, Garden city, Cairo, 11541, Egypt, Tel: 202 2794 5599, Fax: 202 2794 5296. (Hereinafter referred to as "UNESCO"), duly represented by Mr. Tarek Shawki, Director of UNESCO Cairo Office, or his designee of the one part,

AND

- (2) ACADEMY OF SCIENTIFIC RESEARCH AND TECHNOLOGY IN EGYPT
Address: 101 Kasr Al-Aini Street 11516 Cairo, Egypt, Tel: 202 2792 1267, Fax: 202 2792 1270, duly represented by Prof. Dr. Mohammad Tarek Hussein,

Introduction

Whereas, UNESCO is seeking to promote ethical principles in the field of natural sciences and life sciences among health professionals, researchers and the general public in the UNESCO Arab Region as well as to integrate such principles in education and training systems, and

Whereas the Academy of Scientific Research and Technology (hereunder referred as Academy) functions as a house of knowledge for scientists and researchers in Egypt and utilizes the network and cooperation established with academic institutions in Egypt and in the Arab region, and

WHEREAS, the Academy of Scientific Research and Technology is establishing a Regional Documentation and Information Centre on Bioethics and Ethics of Science and Technology, and

Whereas the initiative will contribute to UNESCO's mandate as clearing house in the field of bioethics and ethics of science and technology especially by collecting information to be stored in the Global Ethics Observatory (GEObs), collaborating with UNESCO to produce and disseminate UNESCO's publications in Arabic, and organizing trainings, conferences and workshops, and

WHEREAS, the Academy of Scientific Research and Technology is desirous of concluding a Memorandum of Understanding with UNESCO to avail from its long-standing expertise in such an area, and

WHEREAS, UNESCO has agreed to provide assistance and cooperation services (in the context of the Establishment of Regional Bioethics Centres) required in this respect by the Academy of Scientific Research and Technology, subject to terms and conditions herein set forth.

THEREFORE, the two Parties hereunder have agreed as follows:

Article 1- NON-PROFIT ORGANIZATION:

It is understood that UNESCO, a party to this agreement, a specialized agency of the United Nations. It renders the required technical assistance and services under this agreement according to and within the limits of its policies, programmes, and procedures.

Article 2. PURPOSE OF THE PRESENT MEMORANDUM OF UNDERSTANDING

The present MOU sets forth the terms and conditions for the cooperation of UNESCO for the proposed establishment by Academy of Scientific Research and Technology of a Regional Documentation and Information Centre on Bioethics and Ethics of Science and Technology (hereunder referred to as "Centre").

Article 3- MISSION AND PURPOSE OF THE CENTRE:

The centre shall serve as an observatory and clearinghouse on information related to publications, activities, legislation and guidelines in the field of bioethics in the Arab region. In addition to its function as a resource and documentation centre, it will carry out networking, advocacy and policy-oriented activities in the area of bioethics and

ethics of science and technology in cooperation with UNESCO offices in the region specifically the Office in Cairo and UNESCO Headquarters. The activities of the Centre will be linked to the Global Ethics Observatory (GEObs) of UNESCO; in particular, the Centre will submit data concerning experts, institutions and teaching activities for input into GEObs and will assist GEObs with obtaining and inputting data in the Arabic language.

Article 4- FUNCTIONS OF THE CENTRE:

The Centre's functions are to:

- (a) Constitute a centre of documentation and information related to bioethics and ethics of science and technology in the region and contribute to the Global Ethics Observatory databases of UNESCO by providing information to be submitted for entering into the databases;
- (b) Publish and disseminate studies and research;
- (c) Organize workshops to raise awareness on the essential issues of bioethics in the region;
- (d) Ensure close cooperation with and involvements of National Bioethics Committees and relevant resource and/or documentation centres in the region.

Article 5- ADVISORY COMMITTEE:

In order to ensure the role of the Centre for the benefit of the region, the Centre shall establish an advisory committee consisting of representatives of National Bioethics Committees in the region, selected experts in the region, representatives of UNESCO and other appropriate organizations and individuals identified by the Centre. The Committee shall be consulted regularly on the activities carried out by the centre and provides advice on the future activities of the Centre. The annual report of the Centre's activities shall be sent to the members of the Committee for their comments. The Committee shall be consulted at least once every year by correspondence and by virtual meetings. Only when the funds are available, an actual meeting could be organized by UNESCO and the Academy of Scientific Research and Technology.

Obligations of UNESCO:

- Provide advice and technical assistance in finalizing the annual report of the Centre to the Advisory Committee.

Obligations of Academy of Scientific Research and Technology:

- Draft and finalize the annual report on the activities of the Centre in close consultation with UNESCO;
- Send out the annual report to the members of the Advisory Committee.

Article 6 - Communication strategy

Communication, promotion, awareness raising and outreach are important components of the mandates of the centre. The parties will closely cooperate for the planning, implementation, monitoring and evaluation of all communication activities related to the centre. Establishment of the centre as well as activities of centre shall be announced to the academic communities in the region through the contact with media and Internet websites and portals of the both parties.

The activities of the centre (workshops, training courses and conferences) shall be planned with wide outreach to the academic communities and the general public in the region. For that purpose, communication strategy shall be discussed and agreed by both parties on each activity and the usage of ICT shall be maximized.

Article 7- FINANCIAL AND IN-KIND CONTRIBUTIONS:

- (a) UNESCO shall provide a budget as agreed in a separate contract for the establishment of the Centre for the period 2009 (Gregorian calendar year). This budget will be utilized for procurement of the Centre's office furnishings, equipment, and supplies; organizing training courses, symposiums and workshops; the purchase of documents and reference materials; the installation of IT functions such as relevant software, data bases, and a website with appropriate links to local, regional and international groups and organizations as well as the centre's operating costs and research activities to collect information to be stored in GEObs.
- (b) In order to assure the sustainability of the Centre, Academy of Scientific Research and Technology shall provide a necessary budget to cover operating costs, research activities and organizing workshops from the period of 2010 onwards (Gregorian calendar year).

(c) UNESCO shall cooperate with the Centre, as appropriate, in its programmes and projects, subject to a separate agreement to be concluded for each of the programmes and projects.

Article 8- TERMS OF AGREEMENT AND ITS TERMINATION:

This Memorandum of Understanding shall take effect from the date of signature by both parties, and shall continue to be in force for a term of two Gregorian years. However, either party may terminate it by forwarding to the other party a three (3) months written notice of its intention to terminate.

Article 9 – USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UNESCO

Without a prior written authorization of UNESCO, Academy of Scientific Research and Technology shall not use the name, emblem or official seal of UNESCO, or any abbreviation of the name of UNESCO, for advertising, fund raising or any other purposes.

Article 10-LEGAL STATUS

Neither Academy of Scientific Research and Technology, nor anyone whom Academy of Scientific Research and Technology employs to carry out the project under the present agreement is to be considered as an agent or member of the staff of UNESCO and, except as otherwise provided herein, they shall not be entitled to any privileges, immunities, compensation or reimbursement, nor are they authorized to commit UNESCO to any expenditure or other obligations.

Article 11- CONFIDENTIALITY:

Either party shall exert all reasonable endeavors to ensure that its authorized staff does not divulge to any third party any confidential information of the other party, which may be acquired during and in the course of the implementation of this agreement.

Article 12-SETTLEMENT OF DISPUTES

All disputes arising out of, or in connection with the present agreement or the breach thereof, shall be settle by mutual understanding. However, if no amicable settlement can be arrived at, any dispute shall be settled by binding arbitration by a sole arbitrator

appointed by mutual agreement, or failing this, by the President of the International Court of Justice at the request of any party.

Article 13- NOTICES AND NOTIFICATIONS:

- (a) Any notice, request, communication, or notification, under this agreement, shall be given by either party to the other in writing.

- (b) Any such notice, request, communication, or notification shall be hand-delivered, or sent by mail, or facsimile, to the address of the party to whom it is sent or hand-delivered.

Article 14-Signing the Memorandum of Understanding

Two copies of this Memorandum of Understanding will be signed by the two parties in the English language.

Article 15- POINTS OF CONTACT:

There shall be points of contact as follows:

- (a) UNESCO:

Contact Name: Tarek Shawki

Address: 8, Abdel Rahman Fahmy Street, Garden City, Cairo 11541, Egypt

Phone: 202 2794 5599/ 2794 3036

Fax: 202 2794 5296

- (b) Academy of Scientific Research and Technology:

Contact Name: Mohammad Tarek Hussein

Address: 101, Al-Kasr Al Einy Street, Garden City, Cairo, Egypt

Phone: 202 2792 1267

Fax: 202 2792 1270

Each party shall inform the other party immediately of any modification of the information concerning the contact points mentioned above.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seal the day and year first above written.

For and on behalf of:

**Academy of Scientific Research
and Technology**

Name: Mohammad Tarek Hussein
Capacity: President of the Academy of
Scientific Research and Technology

Signature: _____

Seals: _____

For and on behalf of:

UNESCO

Name: Tarek Shawki
Capacity: Director of UNESCO Cairo
Office

Signature: _____

Seals: _____