



BETWEEN

IAV HASSAN II

AND

University Leiden, as LDE Centre for Sustainability

Dated 25/11/2023

Ref.: **[IAV HASSAN II-LDE-MOU-2023]**

This Memorandum of Understanding for the exploration of potential business opportunities (hereinafter referred to as the “**MOU**”) is signed as of this the 25 th of November 2023 by and between:

1. **IAV Hassan II** a university in Rabat, Morocco, located at [address], represented by [xxx], hereinafter referred to as “**IAV**”,
2. **The Leiden Delft Erasmus, Centre for Sustainability** as part of University Leiden, the Netherlands, Van Steenisgebouw Einsteinweg 2 2333 CC Leiden, represented by 5.1.2e hereinafter referred to as “**LDE**”.

IAV and **LDE** hereinafter collectively referred to as the “**Parties**”, and individually as “**Party**”.

PREAMBLE

- **IAV** is university based in Morocco [input needed];
- **Leiden Delft Erasmus, Centre for Sustainability** is part of a university alliance based in the Netherlands and promotes research- education and innovation in AgriFood Science and Technology;

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- **Parties** have in common a strong desire to push innovation and education forward in Morocco and have joint desire to do so by exploring the possibilities and opportunities for the establishment of research, education and valorisation activities in relation to the Food-Water-Energy nexus with a focus on the agriculture and horticulture value chain and therefore desire to detail these intentions in this MoU.

In view of the foregoing premises, the Parties hereby agree as follows:

ARTICLE 1

PURPOSE AND OBJECTIVES

- a) The purpose of this MOU is to collaborate in academic knowledge development and valorization and academic education in relation to the Food-Water-Energy nexus related to agriculture and horticulture value chains. A first aim will be on protective horticulture cultivation, this includes smart greenhouse controls, sustainable energy supply and controls as well as water treatment for cooling and irrigation. But also, social sciences as innovation and entrepreneurship
- b) The Parties wish to explore the possibility of the following:

The possible synergy between LDE and **IAV** and how this could be concretized in a multi annual program.

- (1) As a first start the aim is to do a collective ImpactCluster (IC) application at the Netherlands Enterprise Agency (RVO) in collaboration with the Dutch Embassy in Rabat. The IC will be a 4 year program in which parties, together with other Dutch and Moroccan stakeholders form a triple helix "Business, Government, Research/Education" collaboration focused on the development of the greenhouse value chains within the region Rabat-Sale-Kenitra + Larache.

Such a triple helix collaboration for horticulture in the Netherlands is called a Greenport. The aim is to introduce the Greenport model into the region Rabat-Sale-Kenitra + Larache and connect is to the relevant Greenports in the Netherlands a.o. Greenport Westland.

LDE is connected to all relevant entities in the Netherlands and together with **IAV** is aiming as means of the IC to build up the Greenport model in Morocco and facilitates in the connection of the Dutch and Moroccan triple helix.

Already in contact with RVO and the Dutch Embassy in Rabat, the aim is to fulfill the quick scan phase of the IC application by 31-12-'23 and conduct the full application by 31-03-'24.

- (2) Scientific Research in relation to the Food-Water-Energy nexus. Next to the IC in a broader sense regarding agriculture and horticulture the possibilities regarding joint research and education will be explored. This could lead in the future to joint PhD programs and scientific educational programs. A special focus will be laid on Entrepreneurship. Parties will pro-actively seek collaboration with Dutch embassy and other entities to establish such a program. As a first step in this process the aim is to organize a two-day scientific event in Rabat on Monday 26th and Tuesday 27th of February 2024, in collaboration of the Nederland Instituut Marokko (NIMAR), located in Rabat.
- (3) In relation to education specifically focused on greenhouse cultivation. LDE will connect its Dutch partners from applied agricultural universities and vocational level to the IC but also directly to IAV. The practical knowledge about agricultural and specific greenhouse cultivation in the Netherlands is educated within these kinds of institutes. These institutes are collectively organized within "Groenpact" ("Greenpact"). As part of their internationalization strategy a first group of researchers from Inholland University of Applied Science (Delft) is upon signing of this agreement already conducting its first visit to the region Rabat-Sale-Kenitra + Larache.

ARTICLE 2

TERM

- (1) The MoU shall become effective on the signing date (the "Effective Date") and, unless terminated earlier in writing, remain in force until 25-11-'24 (the "Initial Term"). This MOU will renew automatically without need to notification from any party, unless otherwise agreed in writing and executed by the authorized representatives of all Parties.



- (2) At the end of the Initial Term and each anniversary of the Initial Term, this MoU will automatically renew for a successive twelve-month period unless one of the Parties gives 30 days written notice of its intent not to renew (each 12-month period a “Renewal Term”).
- (3) Parties shall evaluate this MOU at least three months before the end of applicable term, LDE will take the initiative to set up an evaluation.

ARTICLE 4

NON-BINDING

- (1) This MOU is not, nor does it constitute, an offer capable of becoming a contract by acceptance and it is not and will not become legally binding upon any of the Parties. This MOU is only meant to form the basis for the negotiation of a, possibly, definitive documentation in connection with the future co-operation, and nothing herein shall oblige any Party to enter or consummate any Proposed Cooperation or enter into any definitive documentation in connection therewith.
- (2) Neither Party shall have any liability or obligation to the other under this MOU due to the failure of the Parties to consummate any obligation whatsoever, and accordingly will not be entitled to initiate any legal action for enforcement thereof. A binding commitment with respect to any obligation, if at all, will result only from execution of the Project Agreement, subject to the conditions expressed therein. Each Party shall bear its own costs in connection with the negotiation, entering into and completion of legally binding documentation pertaining to the Proposed Cooperation.

ARTICLE 5

CONFIDENTIALITY AND NON-DISCLOSURE

- (1) Each Party agrees that the other Party will use the Confidential Information only in pursuance of the purposes of this MOU and shall not disclose such information, except in accordance with the terms of this MOU. For the purpose of this MOU the Party, which receives information, is referred to as the “**receiving party**”, while the Party, which discloses information is referred to as the “**disclosing party**”.
- (2) For the purposes of this MOU, “**Confidential Information**” shall mean all information concerning or related to the business, operations, results of operations, assets and affairs of a disclosing party, including, but not limited to, financial and accounting information, budgets, projections, forecasts, business plans, operating methods, business strategies, product and service information, product plans, product specifications, product designs, processes, plans, drawings, concepts, research and development data and materials, systems, techniques, trade secrets, intellectual property, software programs and works of authorship, know-how, marketing and distribution plans, planning data, marketing strategies, price lists, market studies, employee lists, supplier lists, customer and prospect lists, and supplier and other customer information and data that the disclosing party or its representatives discloses (or has, prior to the date of this MOU, disclosed)



to the receiving party or its representatives in connection with this MOU, however documented or disclosed, together with any copies, extracts, analyses, compilations, studies or other documents prepared or received by the recipient or its representatives, which contain or otherwise reflect such information.

- (3) Information shall not be deemed Confidential Information if it: (a) was already known without restriction to the receiving party at the time of receipt from the disclosing party, as evidenced by documents in its possession; (b) is so publicly known; (c) is rightfully received without restriction from a third party having the lawful right to disclose the information; (d) is developed by the receiving party independently of and without reference to any information communicated by the disclosing party to the receiving party as evidenced by its written records; or (e) is approved for release by prior written authorization of the disclosing party.
- (4) All Confidential Information disclosed under this MOU shall be and remain the property of the disclosing party and nothing contained in this MOU shall be construed as granting or conferring any rights to such Confidential Information on the other Party. The Parties agree that the disclosing party will suffer irreparable injury if its Confidential Information is made public, released to a third party, or otherwise used or disclosed in breach of this MOU and that the disclosing party shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such breach and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction.
- (5) This MOU shall not be construed as granting, expressly or impliedly, any rights under patents, designs, trademarks, know-how, copyrights or any other form of intellectual property rights belonging to the disclosing party in respect of Confidential Information other than for the use expressly provided herein.
- (6) Each Party's obligations under this article 5 shall extend for a period of five (5) years from termination or expiration of this MOU. In the event of termination of the MOU, a receiving party shall destroy or return any Confidential Information of the disclosing party as notified in writing by the disclosing party.

ARTICLE 6

REPRESENTATIONS

- (1) The Parties hereby declare that each Party is a legal entity that is validly existing and authorized to enter into this MOU and has complied with any requirements and permits that are required in accordance with the prevailing laws and regulations.
- (2) Neither Party shall assign, sell, transfer or in any way burden or transfer their interests or any part thereof in this MOU, without prior written approval from the other Party, as long as this MOU is still valid.



ARTICLE 7

FORCE MAJEURE

- (1) Without prejudice to the non-binding nature of this MOU, if a compulsion occurs that prevents the implementation of this MOU such as war, riots, blockades, natural disasters, monetary policy by the Government and/or social unrest in society as well as all matters that occur outside the capabilities of the Parties, then The affected Party is forced to immediately notify the other Party in this MOU in writing by explaining the causes and consequences, as well as the steps that need to be taken to overcome them.



ARTICLE 8

CORRESPONDENCE

- (1) All correspondences or notifications concerning or in connection with this MOU should be addressed to the Parties at the addresses below:

Université Ibn Tofaïl

Name:

[title]

[address]

[phonenumber]

Email:

LDE Centre for Sustainability

Name: LDE Centre for Sustainability

[title] 5.1.2e

[address] Einsteinweg 2 2333 CC Leiden, the Netherlands

[phonenumber]: +31 5.1.2e

Email: secretariaat@cml.leidenuniv.nl

- (2) In the event of a change in address as referred to in paragraph (1) or the last address recorded at each Party, then the change must be notified in writing to another Parties in this MOU no later than 5 (five) business days before the change of address in question.
- (3) If the change of address is not notified, correspondence or notifications based on this MOU shall be deemed given as appropriate by sending the letter or notification to the address as referred to in paragraph (1) above.

ARTICLE 9

MISCELLANEOUS

- (1) If one of the Parties intends to change the MOU, then it must provide a written notice to the other Parties and the amendment must be in writing and must be approved and signed by all Parties.
- (2) Matters which are not or have not been sufficiently regulated in this MOU, will be arranged and determined later in the form of an Addendum based on the written agreement of the Parties which becomes an inseparable part of this MOU.
- (3) Neither Party shall hold the other liable under this MOU if the provisions in this MOU are not fulfilled, either partially or completely.



- (4) Nothing in this MOU shall be considered as constituting an agency, partnership or joint venture between the Parties, nor a principal or agent relationship or any other relationship of a similar nature between the Parties.
- (5) Unless otherwise agreed in writing each Party shall bear its own costs in connection with this MOU.

ARTICLE 10

LANGUAGE

- (1) This MOU is made in English language. In the event of the MOU being translated into any other language and any discrepancy or ambiguity arising therefrom, the English shall be consulted for clarity.

ARTICLE 11

APPLICABLE LAW AND DISPUTES

- (1) Without prejudice to Article 4.2 above, this MoU shall be governed by, and construed in accordance with, the laws of the Netherlands.
- (2) If there is any difference of opinion, dispute or conflict within the cooperation under this MoU, the Parties will first seek a solution within the regular consultation. If this does not lead to a workable solution for the Parties within one month, then at the first request of one or all representatives of the Parties, the dispute will be escalated to the management of the Parties, who will consult within 7 working days to reach a solution. If that does not lead to a workable solution for the Parties, then the Parties will be free to turn to a mediator or the judge in The Hague.

IN WITNESS WHEREOF, this MOU is made and signed on the day and date mentioned above and stamped in 3 (three) copies, all of which have the same legal force.

*****signing page follows*****



FOR AND ON BEHALF OF UNIVERSITY IBN TOFAÏL:

Name: **[input]**

Title: **[input]**

FOR AND ON BEHALF OF Leiden Delft Erasmus Centre for Sustainability:

Name:

Title:

5.1.2e