

General Agreement on Cooperation Between the University of Liverpool and the University of Benghazi

This Agreement is made on the 20th January 2011 by and between the following parties:

- i. University of Liverpool, an exempt charity, of The Foundation Building, 765 Brownlow Hill, Liverpool L69 7ZX
 - ii. University of Benghazi, P.O.Box 1308 Benghazi, Libya
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1. The Parties propose to explore the following areas of co-operation as set out in the clauses below:
 - i. *Joint PhD Programmes*
 - ii. *Staff training and sabbaticals*
 - iii. *Advice and support on Higher Education Management*
 - iv. *Collaborative research projects*
 - v. *Development of English Language provision and skills training in Nursing and Allied Health professions*
 2. Any mutual projects to be implemented in the context of this Agreement shall be governed by the regulatory frameworks of both Parties and shall be subject to separate formal institutional and programme agreements which have been approved by the appropriate bodies within the two Parties in advance and shall depend on the availability of funds. No guarantee is given that such funds shall be available from either Party.
 3. Both Parties shall jointly publish results arising from this co-operation in accordance with usual academic practice. In the event of publication by one Party, the other Party shall be asked to give prior written consent.
 4. Both Parties shall be free to use any scientific and technical information created or transferred in the course of the collaborative activities described in Article 1 above for their own research and development purposes. However, any use by either Party of the other Party's background information for research and development purposes shall be the subject of a separate agreement.
 5. Each Party shall own all Intellectual Property (IP) which is generated by its staff, students and agents pursuant to this Agreement. Each Party grants to the other a royalty-free perpetual irrevocable licence to use such IP for their own internal teaching and research purposes.
 6. In the event that both Parties are responsible for jointly generating IP, such IP shall be jointly owned in accordance with the inventive contribution made by each Party. If such IP is capable of commercial exploitation neither Party shall exploit without the consent of the other and on terms to be agreed.
 7. This Agreement and all documents and information provided by one Party to the other Party under, or in connection with the negotiation of this Agreement or any subsequent contractual undertakings shall be treated as confidential ("the Confidential Information"). The Confidential Information shall not be

used except for the purposes for which it was made available and the Confidential Information shall not be disclosed to any other person without the prior written consent of the disclosing Party.

8. Neither Party will be in breach of any obligation to keep any Confidential Information confidential or not to disclose it to any other party to the extent that it:
 - i. is known to the Party making the disclosure before its receipt and not subject to any obligation of confidentiality to another party; or
 - ii. is or becomes publicly known without any breach of this Agreement or any other undertaking to keep it confidential; or
 - iii. has been obtained by the Party making the disclosure from a third party in circumstances where the Party making the disclosure has no reason to believe that there has been a breach of an obligation of confidentiality; or
 - iv. has been independently developed by the Partner making the disclosure; or is disclosed pursuant to the requirement of any law or regulation or the order of any Court of competent jurisdiction, and the Party required to make that disclosure has informed the other Party whose information it is, within a reasonable time after being required to make the disclosure, of the requirement to make the disclosure and the information required to be disclosed; or
 - v. is approved for release in writing by an authorised representative of the Party whose information it is.
9. In the execution of this Agreement both Parties shall observe the legislative and regulatory framework in their respective countries.
10. The Managers of this Agreement are:
For the University of Benghazi : International Cooperation office.
For the University of Liverpool: International Development Office

The Offices will liaise on matters relevant to this Agreement as well as review progress on the collaborative activities covered by this Agreement on an annual basis.
11. If questions about the interpretation of the provisions of the Agreement or problems caused by matters not prescribed therein should arise, both Parties shall endeavour in good faith to settle the problem.
12. This Agreement shall be valid for a period of five years, starting on the date of signing, unless it is terminated earlier by either Party, following three months notice in writing.
13. This Agreement may be amended by the written agreement of both Parties.
14. Three (3) months before the date of expiration of this Agreement, the Parties shall consult with each other to consider its continuation.