

28 FEB 2004

INTERNATIONAL MEMORANDUM OF AGREEMENT

Between

**The Institution of Research and High Agricultural Education, Tunisia
(Institute of Sylvo-Pastoral of Tabaraka)**

And

The University of Arizona

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I. GENERAL

A. Parties to the Agreement

This Memorandum of Agreement is between the Institution of Research and High Agricultural Education, Institute of Sylvo-Pastoral of Tabaraka, Tunisia (hereinafter Institution of Research and High Agricultural Education, Institute of Sylvo-Pastoral of Tabaraka) and The Arizona Board of Regents on behalf of The University of Arizona, Laboratory of Tree-Ring Research and the School of Renewable Natural Resources, Tucson, Arizona, USA (hereinafter "The University of Arizona"). The two institutions shall be referred to collectively as the "Participating Institutions" in the Memorandum of Agreement.

B. Purpose of the Agreement

Endeavoring to increase their cooperation in research and education, the parties to the agreement, after approval by their responsible authorities, agree to conclude this Memorandum on academic cooperation. The purpose of this Memorandum is to facilitate and to enhance the academic cooperation between the parties to the agreement.

C. Modes of Collaboration

The Participating Institutions shall endeavor to promote collaboration through a broad range of strategies, which in the initial stages of this cooperation shall include

1. exchanges of faculty and other research and technical specialists for short-term and, as funding and other circumstances permit, longer-term visits;
2. the design of collaborative research projects, including the development of formal proposals for funding of such research; and
3. conducting jointly organized training courses on planning and implementing natural resources management programs.

II. TERMS OF THE AGREEMENT

A. Areas of Initial Concentration

The parties to the agreement agree to develop collaborative programs in areas of mutual interest. Recognizing the importance of practical first steps based on a definition of shared institutional priorities

for research and program development, the Participating Institutions agree to implement collaborative research through faculty and technical specialist exchanges initially in conservation and proper management and utilization of other renewable natural resources in the dryland environments of the world. Specific programs will include, but not necessarily be limited to forestry and woodland studies, and ecosystem management. Disciplines include natural resource researchers, planners, managers, and economists.

B. Activities in Support of Collaboration

The parties to the agreement recognize the importance of certain ancillary activities in support of these areas of research and technical collaboration. Principal among these shall be, when appropriate,

1. the regular exchange of relevant publications and information generated by the parties to the agreement; and
2. regular communication concerning the technologies necessary to enable and enhance the substantive areas of collaboration referred to in Section II. A.

C. Faculty Exchange

Exchanges of faculty and technical specialists generally shall be conducted under the following guidelines:

1. The parties to the agreement shall — for a duration to be determined on a case-to-case basis and after mutual agreement — invite faculty for teaching and/or research visits. Visiting faculty must have a sufficient command of the language of instruction, if they are invited to teach.
2. If and insofar as there are sufficient funds for these specific purposes at the disposal of the parties to the agreement, the travel expenses shall be borne by the home institution, the living costs by the host university. Otherwise exchange faculty shall be compensated entirely by their respective home institution. Availability of funding from the receiving institution shall be determined at the time of invitation.
3. The parties to the agreement shall undertake efforts to raise funds from outside sources for the exchange of lecturers and/or researchers.
4. The parties to the agreement shall inform one another regularly about the curricular programs offered by each, and especially about research seminars, colloquia, conferences, and symposia organized by each. They shall exchange documentation and publications issued from these proceedings.
5. Each faculty exchange participant must submit proof of medical insurance coverage during the exchange period as required by U.S. Federal law. It is understood that the host

institution accepts no responsibility or liability for providing health care services or health care insurance for visiting students/scholars.

6. Exchange faculty shall be responsible for obtaining any necessary visas and otherwise complying with all immigration laws and regulations of the country of the receiving institution. The receiving institution shall cooperate in such efforts, but shall not have any responsibility to assure the granting of any visas, permits or approvals.
7. Should any faculty collaboration result in any potential for intellectual property, the parties shall immediately meet through designated representatives and seek an equitable and fair understanding as to ownership and other property interests that may arise. Any such discussions shall at all times strive to preserve a harmonious and continuing relationship between the parties.

D. Other Activities

Conducting jointly organized training courses on planning and implementing natural resources management programs to introduce to the participants the techniques and applications of dendrochronology for conservation and sustainable resource management, placing an emphasis on the critical water resources of dry land regions. The training courses will increase in-country capability to ensure natural resources sustainability will be strengthened by adding the information derived from tree rings to that used to support the planning and management of natural resources. It is expected that this could lead to improvements in the management of water resources and dry land forests in particular, and making valuable contributions to ecology, archeology, etc. Tree-ring series can be and have been used to reconstruct over several centuries, and occasionally millennia, past variations in precipitation, temperature, soil moisture, and river flow; the frequency of extreme droughts, forest fires and major forest pest outbreaks; and several other variables. Many of these parameters are relevant to the concerns of Near Eastern countries and to the dry land regions of the United States. Such data sets provide a standard against which to check the applicability of ideas and models to the natural conditions found in this region, and, like all observations, constitute a source of information for better understanding why environment varies, and hence how it might vary in the future.

III. ADMINISTRATIVE GUIDELINES

A. Elaboration of this Memorandum

1. It is the intent of the parties to the agreement that general provisions of this Memorandum be translated into specific programs of activity as expeditiously as financing and other institutional capabilities permit. Such programs shall be set forth in implementing memoranda approved in writing by the designated operational officers of both institutions. No implementing memorandum shall amend or contradict the provisions of this Memorandum of Agreement. Implementing memoranda for all programs must include provisions for insurance to cover liability arising out of acts or omissions of each institution's officers, agents and/or employees. Implementing memoranda for faculty

exchanges and collaborative research programs must include specific provisions relating to intellectual property resulting from the program.

2. Nothing in the initial version of this Memorandum shall be interpreted as constraining the development of future programs not mentioned in this document.

B. Responsible Administrative Personnel

1. The parties to the agreement shall be represented in formal negotiation or renegotiation of this Memorandum by the President of Institution of Research and High Agricultural Education, Tunisia, by the President of University of Arizona, respectively, or by their designated representatives.
2. The designated operational units of the parties, for purposes of developing and implementing the terms of this agreement are:

For Institution of Research and High Agricultural Education, Institute of Sylvo-Pastoral of Tabaraka, and For The University of Arizona the Laboratory of Tree-Ring Research and the School of Renewable Natural Resources.

3. Either party may change its designated operational officer by written notification to the designated operational officer of the other party.

C. Other Provisions

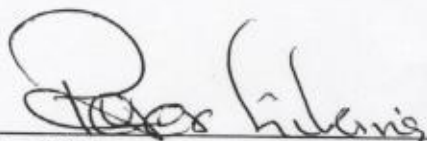
1. This Memorandum is written in the English language. Any future translation will be equal in establishing the mutual obligations of the parties.
2. Nothing in this Memorandum shall create binding obligations that may not be overridden by unilateral decisions reflecting financial or other circumstances confronting any of the parties to the agreement.
3. This Memorandum is concluded for an initial duration of five years from the date of joint signing. After this initial period this Memorandum shall be re-examined and the program adjusted, as deemed necessary, based on a mutually agreed-to assessment of the program by the appropriate authorities at the Institution of Research and High Agricultural Education, Institute of Sylvo-Pastoral of Tabaraka and The University of Arizona. After the initial five-year period, the Memorandum shall be reviewed and renegotiated for another five-year period, unless terminated by one of the parties to the agreement in writing within the period mentioned in the following paragraph.
4. This Memorandum may be terminated by any of the parties to the agreement on prior notice of 90 days before the end of the respective academic years. Any current participants in the Memorandum shall, however, in any case retain their previously agreed-to status until the end of the academic year in which the termination of the Memorandum occurs.

C. Non-Appropriation

The parties recognize that the performance by the Arizona Board of Regents for and on behalf of The University of Arizona may be dependent upon the appropriation of funds by the State Legislature of Arizona. Should the Legislature fail to appropriate the necessary funds or if the University's appropriation is reduced during the fiscal year, the Arizona Board of Regents may reduce the scope of this agreement if appropriate or cancel the agreement without further duty or obligation. The Board agrees to notify other party(ies) as soon as reasonably possible after the unavailability of said funds comes to the Board's attention.

For The University of Arizona:

For Institution of Research and High
Agricultural Education, Tunisia



Peter Likins
President

Mougou Abdelaziz
President

8/24/04
Date

Date

IV. LEGAL PROVISIONS

A. Conflict of Interest

This agreement is subject to cancellation pursuant to Arizona Revised Statute § 38-511 regarding Conflict of Interest.

B. Non Discrimination

The Arizona Board of Regents on behalf of The University of Arizona is required to comply with applicable State and Federal rules governing equal employment opportunity and nondiscrimination requirements and will do so in its performance of this contract.

C. Non-Appropriation

The parties recognize that the performance by the Arizona Board of Regents for and on behalf of The University of Arizona may be dependent upon the appropriation of funds by the State Legislature of Arizona. Should the Legislature fail to appropriate the necessary funds or if the University's appropriation is reduced during the fiscal year, the Arizona Board of Regents may reduce the scope of this agreement if appropriate or cancel the agreement without further duty or obligation. The Board agrees to notify other party(ies) as soon as reasonably possible after the unavailability of said funds comes to the Board's attention.

For The University of Arizona:

Peter Likins
President

Date

For Institution of Research and High Agricultural
Education, Tunisia: *Président de l'Institution*

Mougou Abdelaziz
President

Date

28 FEB 2004

*Président de l'Institution
de la Recherche et de
l'Enseignement Supérieur
Agricoles*
Signé: MOUGOU Abdelaziz