



## INTERNATIONAL MEMORANDUM OF AGREEMENT (MOA)

Between

The Libyan Biotechnology Research Center

and

Institut Pasteur de Tunis

### 1. General

#### 1.1. Parties to the Agreement

This Memorandum of Agreement is between The Libyan Biotechnology Research Centre, Tripoli, LIBYA (hereinafter "The Libyan Biotechnology Research Centre") and Institut Pasteur de Tunis, Tunis, Tunisia (hereinafter "Institut Pasteur de Tunis"). The two institutions shall be referred to collectively as the "Participating Institutions" in the Memorandum of Agreement.

#### 1.2. Purpose of the Agreement

The purpose of this Memorandum is to facilitate and to enhance the research cooperation between the Libyan Biotechnology Research Center and Institut Pasteur de Tunis. The collaboration will cover fundamental and translational research in genomics, precision medicine and biotechnology.

#### 1.3. Modes of Collaboration

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

1. The promotion of joint research in the areas of mutual interest.
2. The design of collaborative research projects, including the development of formal proposals for funding of such research
3. The dissemination of research findings in agreed on publications or presentations.
4. The conduct of research and training activities.

## **2. Terms of Agreement**

### **2.1. 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 fundamental/translational research and program development, the participating Institutions agree to implement collaborative fundamental and translational research in genomics, precision medicine and biotechnology.

In the initial stages of this cooperation the parties will focus on collaborating on the project "Assessing Genomic Diversity in Africa (AGenDA)". The main goal of this latter is to enhance the representation of African genome data in African and international databases to be used for population genetic studies and the identification and documentation of genetic diversity in understudied African populations. AGenDA is linked to the Human Heredity and Health in Africa (H3Africa) consortium and is conceived to expand the efforts made by the consortium to elucidate the genomic diversity of Africa and to better understand health and disease both on the continent and globally. The AGenDA project is funded by an NIH Grant supplement to the AWI-Gen study (U54HG006938) which is a Collaborative Centre of the Human Heredity and Health in Africa Consortium (H3A), based at the Sydney Brenner Institute for Molecular Bioscience (SBIMB) at the University of the Witwatersrand (Wits).

This project has 4 specific aims:

Aim 1: Perform whole genome sequencing (WGS) on individuals from understudied geographic regions and ethnolinguistic groups from across Africa. This will allow us to refine our understanding of African population genetic diversity and admixture on the continent.

Aim 2. Analyse the data to shed light on migration and admixture patterns among African populations.

Aim 3: Identify and characterise genetic variants (SNPs, indels and CNVs) across the genome and related to genes of interest and to mine the data for variants of potential health impact.

Aim 4: To disseminate the data widely for use.

In the framework of this project, samples from Tunisian and Libyan healthy participants will be collected. As agreed by both Participating Institutions, Institut Pasteur de Tunis will ensure the transfer of both Tunisian and Libyan DNA samples to the University of the Witwatersrand (Wits) for WGS.

### **2.2. Activities in support of collaboration**

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

- The regular exchange of relevant publications and information generated by the parties to the agreement; and
- Regular communication concerning the technologies necessary to enable and enhance the substantive areas of collaboration referred to in section 2.1.

### **3- Administrative Guidelines**

#### **3.1. Elaboration of this Memorandum**

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

#### **3.2. Responsible Administrative Personnel**

- The parties to the agreement shall be represented in formal negotiation or renegotiation of this Memorandum by the General Director of The Libyan Biotechnology Research Centre and by the Director of Institut Pasteur de Tunis, respectively, or by their designated representatives.
- The designated operational units of the parties, for purposes of developing and implementing the terms of this agreement are:  
International collaboration office For the Libyan Biotechnology Research Center and the knowledge transfer office For Institut Pasteur de Tunis.

#### **3.3. Other Provisions**

- This Memorandum is written in the English language. Any future translation will be equal in establishing the mutual obligations of the parties.
- 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.

- 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 Libyan Biotechnology Research Centre and Institut Pasteur de Tunis. 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.
- 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.

#### **4. Legal Provision**

##### **4.1. Conflict of Interest**

This agreement is subject to cancellation if there is any conflict of interest.

##### **4.2. Compliance**

Both parties are required to comply with applicable State rules governing equal employment opportunity, non-discrimination, and immigration requirements and will do so in its performance of this contract.

##### **4.3. Intellectual Property**

- The parties do not intend that the activities performed under this agreement will result in inventions or the creations of new intellectual property, but if any result, the following will apply: The Libyan Biotechnology Research Center and Institut Pasteur de Tunis shall hold joint title and rights in inventions, copyrights, and other intellectual property arising from the joint conceptions or efforts of both parties' employees or consultants in performing under this Agreement.
- No party will use the trademarks, trade name, logos, trade dress, or other commercial property of any other Party hereto without the express written approval of that Party.

#### **4.4. Publications**

- All the data resulting from the collaborating projects shall become the joint property of the Parties. The parties reserve for themselves, jointly, the exclusive right to print and publish the data produced.
- Where the Recipient wishes to publish any information concerning the Project (in either oral or written form), the Provider must be notified and provided with a copy of the publication at least ten (10) days prior to submission of the proposed publication. The Provider must inform the Recipient whether any information related to the publication must be removed or included and provide reasons to substantiate the removal or addition of such information.
- The Provider must be supplied with a final copy of the publication before publication by the Recipient. The Recipient must acknowledge the Provider's contribution of the Material unless otherwise requested by the Provider.

#### **4.5 Dispute**

- The parties shall make a good faith endeavour to settle amicably, through direct negotiations between them, any dispute, difference, controversy or claim ('Dispute') arising under, out of or relating to this Agreement and any subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims.
- Failing amicable settlement of any Dispute within thirty-days from the day the Dispute arose, at the request of either party, within a reasonable time period, any dispute, controversy, or claim arising out of or relating to this contract, or the breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules in effect on the date of this Agreement. The appointing authority shall be the International Chamber of Commerce.
- The case shall be administered by the International Chamber of Commerce in accordance with its "Procedures for Cases under the UNCITRAL Arbitration Rules," including a neutral chair of the proceedings. As to activities taking place in Libya and as to claims against Libyan Biotechnology Research Centre, this Agreement will be governed by the laws of the State of Libya. As to activities taking place in Tunis and as to claims against Institut de Pasteur, Tunis this Agreement will be governed by the laws of Tunisia.
- The number of arbitrators shall be three, including the chair. As to activities taking place in Libya and as to claims against The Libyan

Biotechnology Research Centre, the arbitration shall take place in Tripoli, Libya. As to activities taking place in Tunis and as to claims against Institut Pasteur de Tunis, the arbitration shall take place in Tunisia.

- The language to be used in the arbitral proceedings shall be Arabic.

#### **APPENDIX A: PROGRAM COORDINATORS**

Each institute agrees to appoint an overall Coordinator for the administration of the program. The coordinator will serve as the contact person, being responsible for arrangements associated with visits, ensuring that necessary approvals are in place, and the smooth running of the research projects on which both parties collaborate.

**The coordinators of this program are:**

##### **At The Libyan Biotechnology Research Center**

Name: Dr. Inas Alhudiri

Title: Head of Genetic engineering department and scientist Provider

Address: Libyan Biotechnology Research Centre, Elfornaj, Ain Zara road, Tripoli, Libya

Email: [Inas.Alhudiri@btc.org.ly](mailto:Inas.Alhudiri@btc.org.ly) ; [einasse@gmail.com](mailto:einasse@gmail.com)

Website: [www.btc.org.ly](http://www.btc.org.ly)

##### **At The Institut Pasteur de Tunis**

Name: Dr. Yosr Hamdi

Title: PI and scientist Recipient

Address: 13, place Pasteur BP 74 1002 - Tunis, Tunisia

Email: [yosr.hamdi@pasteur.utm.tn](mailto:yosr.hamdi@pasteur.utm.tn)

Website: [www.pasteur.tn](http://www.pasteur.tn)

IN WITNESS THERE OF the two parties have caused this Agreement to be executed in duplicate by their respective duly authorized representatives.

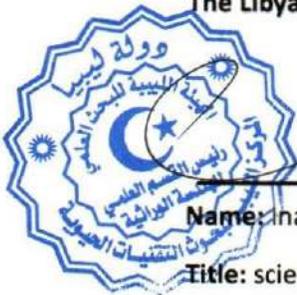
The Libyan Biotechnology Research Centre (LBTRC)

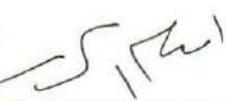


  
Name: Prof Adam Elzagheid

Title: Director General

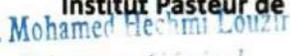
The Libyan Biotechnology Research Centre (LBTRC)



  
Name: Inas Alhudiri, PhD, MRCS

Title: scientist Provider

Institut Pasteur de Tunis (IPT)

  
~~Pr. Mohamed Hechmi Louzir~~  
~~Directeur Général,~~  
~~Institut Pasteur de Tunis~~

Name : Prof Hechmi Louzir

Title : Director General

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Institut Pasteur de Tunis (IPT)

  
Dr. Yosr HAMDI  
Génétiicien  
Unité Pathologie-Oncogénétique  
Laboratoire d'Anatomie Pathologique  
Institut Pasteur de Tunis

Name: Yosr Hamdi, PhD

Title: PI and scientist Recipient