



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made on the later of the dates that the two parties hereto have signed the MOU as reflected on the signature page and is between the following two parties:

- **Qatar Foundation International, LLC**, a member of Qatar Foundation, domiciled in the District of Columbia, at 1400 I St., NW, Suite 200, Washington, DC, 20005, U.S.A., and formed in the State of Delaware, United States of America for the purpose of advancing the vision of Her Highness Sheikha Moza bint Nasser and the vision of Qatar Foundation of connecting cultures and advancing global citizenship through education, represented by Maggie Mitchell Salem in her capacity as Executive Director (hereinafter “QFI”); and the
- **Houston Independent School District** (“HISD” or the “District”), whose headquarters is located at 4400 W. 18th St., Houston, Texas 77092, U.S.A, and its **Arabic Immersion Magnet School** (“AIMS”) located at 812 W. 28th Street, Houston, Texas 77008, U.S.A. (collectively, HISD-AIMS).

INTRODUCTION

WHEREAS QFI is focused on programs that promote education as a force for collaboration across geographic, social, and cultural boundaries. QFI implements its mission in Qatar and abroad through innovative educational and youth programs that inspire lasting exchanges of experience and knowledge. The programmatic focus is on interrelated issues of global importance that include Arabic language and culture, global citizenship, education technology, and innovation.

WHEREAS the District supports the Arabic language instruction of HISD students at its AIMS facility located at 812 W. 28th St., Houston, Texas 77008.



WHEREAS the Parties have a common interest in the important role that Arabic language and culture education plays in the Americas; and the need to promote and strengthen the teaching and learning of Arabic.

WHEREAS the Parties agree to consider opportunities to collaborate to encourage, support, and strengthen Arabic language and culture teaching and learning in Houston, Texas and to provide enhanced educational opportunities for students and professional growth opportunities for educators. If mutual agreement can be reached in the future to participate together on any particular program such program will allow both Parties to use their extensive experience, knowledge, expertise and skills in Arabic language and culture education to collaborate to strengthen and expand opportunities for students, educators, community members, and other stakeholders.

NOW, THEREFORE, the parties will consider entering into one or more binding agreements in the future to collaborate on the matters of mutual interest referenced in this MOU. This MOU does not constitute or create, and shall not be deemed to constitute or create, any legally binding or enforceable obligation on the part of either party and is for discussion purposes only and shall not be construed as a commitment by QFI to provide monetary or other support to AIMS.

1: Purpose of the MOU

- 1- Provision of Arabic language and cultural events;
- 2- Teacher language development and professional development;
- 3- Provision of cultural and educational exchange opportunities;
- 4- Resource acquisition and/or development, including the use of Al-Masdar, a website for Arabic language teaching materials, resources and news;
- 5- Promotion of the Arabic language and culture;
- 6- Curriculum development and/or implementation;
- 7- Development and/or application of various technology-based tools;
- 8- And any other projects mutually agreed upon to support Arabic language teaching and learning.



2: Strategic Vision

The Parties have a common interest in:

- 1- Promoting the teaching and learning of Arabic language and culture;
- 2- Exposing students to a diversity of opinions in a neutral environment, which fosters an appreciation and understanding of other worldviews, cultural beliefs, and social systems, and leads to international friendships and visits;
- 3- Supporting and professionalizing the field of Arabic language teaching;
- 4- Employing innovative and effective teaching methodologies; and
- 5- Exploiting modern technologies to support all of the above goals.

3: Separate Entities

HISD-AIMS on the one hand, and QFI on the other hand, are independent parties and there is no relationship of partnership, joint venture, agency, or other association between or among the Parties. No Party shall have the right or be entitled to incur liabilities on behalf of or in the name of the other Party.

4: HISD's Logo Use

- 1- In the event that QFI and AIMS agree to work together on a program or event:
 - (a) QFI will include HISD/AIMS logo on all the online and offline materials which QFI produces for the agreed program/event and shall reflect HISD/AIMS as a collaborator in such program/event. QFI shall be entitled to display on its website relating to the program/event the HISD/AIMS logo for such period of time as authorized by HISD/AIMS, and HISD/AIMS must pre-approve the location of its logo on the QFI site.
 - (b) AIMS will include the QFI logo on all the online and offline materials which AIMS produces for the agreed program/event and shall reflect QFI as a collaborator in such program/event. AIMS shall be entitled to display on its website relating to the program/event the QFI logo for such period of time as



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QFI.org

authorized by QFI and QFI must pre-approve the location of its logo on the AIMS site.

- 2- Neither Party shall be entitled to use the other's name and/or logo without the prior written consent of that Party, or for a purpose other than agreed between the Parties in writing.
- 3- AIMS may upload the QFI logo hyperlink on its school website for such period of time as authorized by QFI and QFI must pre-approve the location of its hyperlink on the AIMS site.
- 4- QFI may upload the HISD/AIMS logo hyperlink on the QFI website for such period of time as authorized by HISD/AIMS and HISD/AIMS must pre-approve the location of its hyperlink on the QFI site.
- 5- Any authorization or pre-approval required under this section with respect to HISD-AIMS shall be provided by the Principal of AIMS or her (his) designee. Any authorization or pre-approval required under this section with respect to QFI shall be provided by its Executive Director or her (his) designee.

5: Term and Termination

This MOU shall enter into force upon its signature by both Parties and shall be in effect for one year, and shall thereafter be automatically renewed for successive similar terms until terminated by either Party upon one month written notice to the other Party.



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6: Notices

All notices, invoice and demands of any kind between the Parties in this MOU shall be in writing and sent to the addresses set forth below, and shall be duly served by either hand-delivery, or by registered or certified mail:

If for HISD-AIMS

Terry B. Grier, Ed.D.

Superintendent of Schools

Houston Independent School District

4400 W. 18th St.

Houston, Texas 77092

If for QFI

Maggie Mitchell Salem

Executive Director

1400 Eye St. NW Suite 200

Washington, D.C. 20005

7: Amendments

No modifications or amendments to this MOU can be made except in writing signed by both QFI and HISD.

8: Entire Agreement

This MOU constitutes the entire agreement between the Parties and supersedes all prior correspondence, understandings, representations or warranties or agreements whether written or oral with respect to the subject matter hereof.

IN WITNESS whereof the Parties hereto have caused this MOU to be executed in two (2) originals by their duly authorized representatives:



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Qatar Foundation International, LLC

Houston Independent School District

By: _____
Maggie Mitchell Salem Date
Executive Director

By: _____
Kenneth Huewitt Date
Chief Financial Officer

Or

By: _____
Sherrie Robinson Date
Controller

APPROVED AS TO FORM:

By: _____
Elneita Hutchins-Taylor Date
General Counsel