

SUBAWARD AGREEMENT

This Agreement is executed on the 1st March 2017:

BETWEEN

YORK UNIVERSITY a university continued under *The York University Act, 1965* ("York")

AND

UNIVERSITE MOHAMMED PREMIER, a university founded in Oujda in 1978 ("Subgrantee")

York has been awarded a grant from the International Development Research Centre (IDRC) ("Sponsor") for performance of research under Grant Agreement No. 107718-00020703-011, which is governed by the Agreement dated March 23, 2015 ("Agreement") for the following project:

Project Entitled:

Study for Judicial Education for Family Law Professionals in Morocco (Eastern Region, Taza-Taounat, Azillal)

York Reference:

Cost Centre No. 520094

York Investigator:

Professor Sonia Lawrence ("York Researcher")

Subgrantee Investigators:

Soumia Boutkhil and Larbi Touaf ("Subgrantee Researcher")

Subgrantee shall collaborate with York on the Project by performing the following work:

- 1. RESEARCH TASK:** The work as outlined in the Agreement, attached hereto as Appendix "A" and incorporated herein by reference, which work is applicable to performance by the Subgrantee Researcher. Specifically the project work will mobilize Canadian expertise by bringing together an international team of gender studies and legal scholars by carry out a national study of the ways in which Moroccan judges apply the reforms made to family law and investigating the viability of different approaches to judicial education in Morocco. ("Research Task"). Subgrantee agrees to obtain written approval from York for any major deviation from the Research Task.
- 2. TERM:** It is recognized that the work will carry on beginning January 1, 2017 to September 15, 2017.
- 3. RESEARCHERS:** The researcher responsible for the conduct of the work by Subgrantee is the Subgrantee Researcher. The researcher responsible for the conduct and overall coordination of the Project at York is the York Researcher.
- 4. FUNDING:** The project budget is detailed within Appendix "A". Administration of monies provided to Subgrantee will comply with the terms and conditions of the Agreement. All expenses incurred in the performance of the work must comply with the Budget.
- 5. PAYMENT/REPORTS:** York will transfer the total amount of \$21,756 inclusive of all taxes for expenses under the Project. York shall forward the funds to Subgrantee by wire transfer to Morocco: Tresorerie Generale du Royaume, Avenue All Ben Abdallah, Oujda, 60000. 3105 7010 1302 470 1933 20103 upon signing of this Subaward Agreement. Subgrantee shall submit a financial report to York by September 15, 2017. Subgrantee and Subgrantee Researcher shall work with York and the York Researcher to complete the applicable reporting requirements and project milestone deliverables, required by the Sponsor, and will ensure all expenses are in compliance with the Budget.
- 6. STANDARD INSTRUCTIONS AND CONDITIONS:** This Agreement is subject to all the conditions of the Agreement. All communications concerning the administration of this Agreement with the Sponsor shall be made through York.
- 7. PUBLICATION:** It is agreed by the parties that all significant results within the Project will be published

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jointly by the parties. In order to permit each party an opportunity to determine if its Confidential Information (as defined in below) will be disclosed, prior to submission of a manuscript, each party shall be given thirty (30) days to review the manuscript. If it is determined that Confidential Information is contained in the manuscript, the parties will work together to remove such Confidential Information. After the expiration of the thirty (30) day review period, the parties may proceed with the proposed publication.

8. CONFIDENTIAL INFORMATION:

8.1 If any party discloses confidential information to another party ("**Confidential Information**"), the disclosing party will designate this information as confidential by appropriate legend or instruction at the time of disclosure or within fourteen (14) days thereafter, and the receiving party will:

- a. use the same degree of care to maintain the secrecy of the Confidential Information as it uses to maintain the secrecy of its own information of like kind; and
- b. use the Confidential Information only to accomplish the Study.

8.2 No party will disclose Confidential Information received from another party except to its employees and other agents who are bound to it by similar obligations of confidentiality, and only as required to accomplish the purposes of this Agreement.

8.3 No party will have any confidentiality obligation with respect to the Confidential Information belonging to or disclosed by another Party that:

- a. the receiving party lawfully obtained from sources under no obligation of confidentiality;
- b. is or becomes publicly available other than through an act or omission of the receiving party or any of its employees;
- c. is required to be disclosed under the requirement of judicial process, regulatory authority or law;
- d. the receiving party can demonstrate through documentary records to have been known to the receiving party prior to receipt of the confidential information from the disclosing party; or
- e. is developed by the receiving party independently of the disclosure by the disclosing party, which can be shown through documentary records.

8.4 York and Subgrantee acknowledge and agree that due to the unique nature of the Confidential Information, there can be no adequate remedy at law for any breach of confidentiality obligations, that any such breach will cause York and Subgrantee irreparable harm, and therefore, upon any such breach or threat thereof, in addition to whatever remedies York and Subgrantee may have in law, equity or otherwise, York and Subgrantee shall be entitled to obtain injunctive relief against the threatened breach or the continuation of any such breach, without the necessity of proving actual damages. The parties shall indemnify each other from any loss or harm including without limitation, legal fees, in connection with any breach or enforcement of a party's obligations hereunder or the unauthorized use or release of any such information. The parties shall notify each other in writing immediately upon the occurrence of any such unauthorized release of information or other material breach.

8.5 The provisions of this Article 9 will continue in effect for five (5) years following the expiration or termination of this Agreement.

9. LIABILITY:

9.1 The parties shall indemnify and hold each other harmless including its officers, directors, employees and agents from and against all liabilities, claims, losses, costs, damages, charges and expenses whatsoever, including reasonable legal fees and disbursements, in any way caused by or arising directly or indirectly from a breach of a representation, warranty or covenant in this Agreement or as a consequence of any negligent act or omissions in the execution of responsibilities; any inaccuracy or misrepresentation in any representation or warranty; or any breach of any covenant or agreement contained in this Agreement.

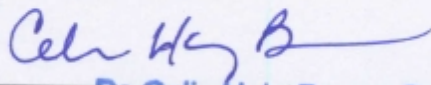
9.2 The liability of York for any direct damages is limited to the monies paid hereunder. In no event is York liable for any special, incidental, indirect, consequential or other similar damages, whether based on breach of contract, tort (including negligence) or otherwise.

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10. **ASSIGNMENT:** Subgrantee shall not sell, assign, encumber, licence or otherwise transfer any of its rights, duties or obligations under this Agreement without the prior written consent of York.
11. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of Canada and the laws of the Province of Ontario applicable therein.
12. **CHANGES:** No change or modification to the Agreement is valid unless it is in writing and signed by both parties.

In witness whereof the parties agree to be bound by the terms of this Agreement.

YORK UNIVERSITY

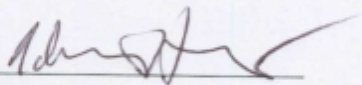


Name: **Dr. Celia Haig-Brown, Professor**
Title: **Associate Vice-President Research**

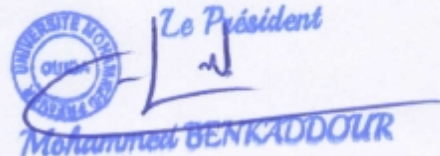
UNIVERSITE MOHAMMED PREMIER

Name: _____
Title: _____

Name: _____
Title: _____



Robert Haché
Vice-President
Research & Innovation



Le Président
Mohammed BENKADDOUR

REVIEWED BY: 

APPENDIX A: AGREEMENT

RESEARCH PROJECT

Recent research suggests that significant gender equality based reforms to the Moroccan Family Code in 2004 have had limited impact. Morocco was a leader amongst Muslim majority states in introducing such reforms, but as always, implementation of these changes requires judges be aware of the new laws and willing to challenge conventional gender-based norms. Our preliminary literature review suggests that judges, drawing on conservative and religious views, have been somewhat unwilling to fulfill the spirit of the reform. This denies women their legal rights, continues to subordinate women's economic and social positions, and points to importance of research on judicial decision-making. In many countries, family law has been a site for gender-equity based interventions at policy and doctrinal levels. Legal scholars have identified rules governing inheritance of property, dissolution of marriages, child custody and division of property as producing significant diminishment in women's standard of living upon relationship breakdown, with the result of women feeling unable to leave - even when there is abuse. Changes in these laws have the potential to improve women's economic and social conditions. However, to achieve the ultimate purpose of these legal reforms requires cooperation by multiple actors - in particular, cooperation by the judiciary who will interpret and implement the law through decisions. Judicial education programs have supported doctrinal and legislative reforms aiming to improve gender equality by increasing judicial awareness of inequality and the social context in which judicial decisions operate. Canada is a world leader in judicial education. This project will mobilize Canadian expertise by bringing together an international team of gender studies and legal scholars. We will (1) carry out a national study of the ways in which Moroccan judges apply the reforms made to family law; (2) investigate the viability of different approaches to judicial education in Morocco.

BUDGET

Research Expenses		
Workshop Local Travel		
1	Local travel costs of Moroccan participants to three-day workshop	3150
Workshop Hospitality		
2	Breakfast, lunch, 2 daily snack breaks, dinner costs for all workshop participants for 3 day workshop	4301
Workshop Equipment Rental		
3	\$60/day x 3	180
Translation Services		
4	\$9000- Workshop Paper translation, \$0.15 per word. 15 x 4,000 word papers for workshop (English/French, French/English); \$850 workshop presentation translation	9850
Printing, Photocopying and teleconferencing		
5	Printing, photocopying and teleconferencing costs associated with the conduct of the research and with the workshop	4275
Subtotal		21756