

DATED:

2024

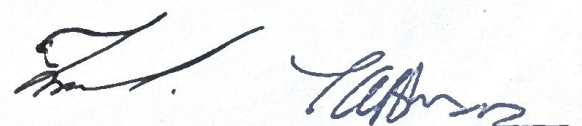
MEMORANDUM OF UNDERSTANDING

BETWEEN

ROYAL HOLLOWAY AND BEDFORD NEW COLLEGE

AND

JADARA UNIVERSITY, JORDAN



MEMORANDUM OF UNDERSTANDING dated 20[]

made between:

- (1) Royal Holloway and Bedford New College, known as Royal Holloway, University of London, Egham Hill, Egham, Surrey TW20 0EX ("Royal Holloway, University of London")

and
- (2) Jadara University, International Road (Irbid/Amman)
Aljaza'er Street, Nuaimah-Irbid, Jordan, P.O. Box 733, 21110.

1. Introduction

- 1.1 Royal Holloway, University of London and Jadara University wish to enter into a co-operative relationship for the general purpose of promoting and enhancing teaching, and other collaborative activity *[please amend as appropriate]* for the mutual benefit of both parties.
- 1.2 This Memorandum of Understanding ("MoU") sets out below the principles by which Royal Holloway, University of London and Jadara University can continue discussions regarding the establishment of a formal arrangement regarding such activity.

2. Principles

- 2.1 Royal Holloway, University of London and Jadara University propose to discuss the following:
 - 2.1.1 collaboration in teaching and research between members of academic staff;
 - 2.1.2 exchange of faculty members for purposes of research, lectures, seminars, workshops, colloquia and academic meetings;
 - 2.1.3 developing collaborative programmes of study or other collaborative initiatives to provide students with additional educational opportunities; and
 - 2.1.4 developing student exchanges at undergraduate and postgraduate levels, including doctoral students.
- 2.2 This MoU is designed to facilitate an evolving relationship between Royal Holloway, University of London and Jadara University, and to signify the intention of both parties to pursue mutually beneficial co-operation. It does not exclude either party from forming relationships with other institutions in similar areas or for the same purpose.

- 2.3 Any activity carried out within the broad framework of this MoU shall be subject to the mutual consent of both parties, taking into account any constraints of time, funding and other relevant resources.

3. Subsidiary Agreements

- 3.1 It is envisaged that each activity that the parties wish to pursue in accordance with the purpose of this MoU will be governed by terms and conditions to be separately negotiated and mutually agreed upon by the parties through the signing of one or more subsidiary agreements.

- 3.2 Each Party confirms that it will not disclose or pass to the other any funds, biological materials, chemical materials, genetically modified organisms, human specimen (to which special legislation applies in either Party's country), and/or personal data (as defined by any data protection legislation in force in either Party's country) and should this change each Party agrees to put in place a further agreement to cover any research projects, student exchange programmes or any other activity which requires the disclosure or transfer of any of the above.

4. Renewal, Amendment and Termination

- 4.1 This MoU shall be effective for an initial period of 5 year(s) from 01/09/2024. Thereafter, this MoU may be renewed for a further period of 5 years or for any other period of time as deemed appropriate by both parties, subject to their mutual consent and any such renewal to be made in writing and signed by their duly authorised representatives.

- 4.2 A review of this MoU will be initiated at least twelve months before the MoU is due to expire to review the effectiveness of the co-operation.

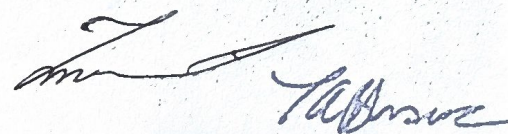
- 4.3 Either party may amend this MoU at any time, provided such amendment is with the prior written consent of the authorised representatives of both parties.

- 4.4 Either party may terminate this MoU at any time by giving six months' notice to the other party in writing.

5. Confidential Information *[optional – to be used if confidential information will be shared between the parties]*

- 5.1 This clause is legally binding.

- 5.2 Each party undertakes that it shall not at any time during the term of this MoU, and for a period of five years after its termination or expiry, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by the other party in writing.



- 5.3 Confidential information may be disclosed as required by law, a court of competent jurisdiction or any government or regulatory authority.
- 5.4 The obligations contained in this clause 5 shall not apply to any confidential information which is or becomes publically known otherwise than through a breach of this clause or can be demonstrated by the receiving party to have reached it otherwise than being communicated by the other party.

6. General

- 6.1 The parties to this MoU shall not be deemed to be in breach of this understanding or otherwise liable to any other party in any manner whatsoever for any failure or delay in performing or initiating the activities proposed in this MoU.
- 6.2 Each party shall be responsible for its own costs associated with this MoU and neither party shall have the authority to authorise or incur financial liability on behalf of the other.
- 6.3 The Parties agree that any intellectual property rights which originate under this MoU or any specific agreement will be owned by each Party individually if individually created and jointly in equal shares if jointly created, unless otherwise agreed.
- 6.4 Each Party confirms that it will not proceed with any collaborative research which involves vertebrate or human research subjects or personal data before each Party has secured the necessary ethics approvals.
- 6.5 Neither party shall be permitted to use the other's name, logo or branding without first having obtained the other's written consent to such use and fully complying with the user guidelines and both parties shall immediately cease use of such name, logo or branding upon termination or expiry of this MoU.
- 6.6 For the purposes of this MoU the nominated Royal Holloway, University of London contact is:

Name: Lucy Thomas
Job title: Global Engagement Director
Telephone: +44 (0)1784 276681
Email: lucy.thomas@rhul.ac.uk

The nominated contact for Jadara University is:

Name: Lama Haddad
Job title: Director of International Office
Telephone: +962 796430990 / +962 2 720 1222 x 139
Email: lama.haddad@jadara.edu.jo

7. Legal effect

- 7.1 This clause is legally binding.
- 7.2 Nothing in this MoU is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other part. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 7.3 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this MoU. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.
- 7.4 No variation of this MoU shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 7.5 No one other than a party to this MoU shall have any right to enforce any of its terms.
- 7.6 This MoU and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 7.7 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this MoU or its subject matter or formation. In case the dispute or claim happen on the Jordanian Lands then the Jordanian courts will settle the dispute or the claim.

This MoU is executed on behalf of the parties by their respective duly authorised signatory as set out below:

Signed:

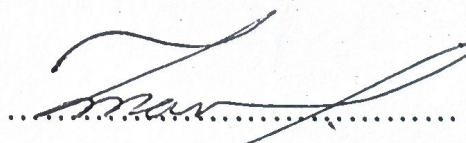


By Professor Tracy Bhamra

Provost and Pro Vice Chancellor
(Global)

For Royal Holloway, University of London

Signed:



By Prof. Dr. Iman Basheti

Vice President

For Jadara University