



Insert Partner Logo

MEMORANDUM OF UNDERSTANDING

BETWEEN

DUBLIN CITY UNIVERSITY
(DCU)

UNIVERSITY A

And

UNIVERSITY B

PREAMBLE

This Memorandum of Understanding (MOU) is entered into by and between Dublin City University, with a registered address at Glasnevin, Dublin 9, Ireland and (insert Name of University/Organisation A) with a registered address at (address) and (insert Name of University/Organisation B) with a registered address at (address).

DCU and A and B are referred to collectively as the “Parties” or individually as “Party”.

Whereas:

(a) Dublin City University (DCU)

Founded in 1989, Dublin City University (DCU) is a dynamic, research-intensive institution. Radical in its strategy from the outset, it is characterised by a focus on innovation and entrepreneurship, close

engagement with the enterprise sector in its research and education activities, and the ability to move quickly and effect change. DCU has 4 Faculties:

- Science & Health
- Engineering & Computing
- Humanities & Social Sciences
- DCU Business School

and is home to a number of world-class research centres that focus on translating their outputs into societal and economic benefits. DCU is committed to continuing its vigorous contribution to the development of Ireland as a globalised knowledge society.

Add in details of DCU faculty/school undertaking the agreement and give contact details for faculty/school.

and

University A

Brief description of University A

and

University B

Brief description of University B

Purpose

Sample text:

The Parties recognise the significant set of shared values, missions, goals and constituencies of their organisations.

The purpose of this MOU is to develop academic and educational collaboration and to promote mutual understanding between the Parties. The Parties agree to collaborate as follows (*describe nature of agreement here. This could include a joint programme, joint accreditation, staff or student exchange, research programme or joint funding opportunities.*).

Scope

This MOU articulates the intentions of the Parties to work cooperatively and does not create any legally binding commitments. Should the Parties agree at any stage to undertake specific joint projects that are legally binding they shall conclude separate written agreements to govern the specific project or collaboration.

The Parties intend to:

(Add in details of the Agreement's implementation, including details of tuition fees, revenue share and other expenses if applicable, as well as costs relating to the Programme/arrangement)

The areas of implementation should include, where an academic programme is concerned:

4.1 Scope of the agreement

4.2 Management of the programme – including insurance cover, exchange terms and accommodation provision if applicable. Emphasise the responsibilities of each partner.

4.3 Admissions

4.4 Registration

4.5 Student Exchange Details

4.6 Code of Discipline

4.7 Academic Structure

4.8 Quality Assurance / Improvement

4.9 Awards

4.10 Marketing and Advertising

4.11 Staffing

4.12 Finance

Tuition Fees, Revenue Share and/or other Expenses

Add in details of how fees are payable, and to which institution? How are they to be administered? How is any research income to be managed?

Financial Provisions

This should include details on the financial arrangements in terms of any costs or potential costs between the two institutions (depending on decisions made about which institution is responsible for which tasks).

Or

The Parties understand that all financial arrangements will have to be negotiated by the Parties and will depend on the availability of funds.

Contact Name/Point of Contact

Each Party agrees that for the purposes of this MOU, a member of faculty or staff has been designated to act as Point of Contact for any queries in respect of the MOU.

For DCU, the name and contact details for the designated person is:

For Party A

For Party B

Confidential Information

The Parties agree that no confidential or proprietary information shall be shared in any collaboration under this MOU. If a Party wishes to disclose information it considers to be confidential or proprietary it shall only do so after a written confidentiality agreement has been entered into with the other Party or Parties.

Intellectual Property

Treatment of Intellectual Property rights, where developed through a collaboration under this MOU, shall be determined by the Parties concerned through negotiation, having due regard to their respective university policies and regulations as to ownership and exploitation. The agreed negotiated terms shall be covered in separate written agreements between the Parties.

Publicity/Publications

No Party shall use the name of any other Party in any advertising, promotional or similar materials without the express written permission of the other Party

(Parties). The Parties agree to coordinate all public announcements regarding the activities provided for under this MOU.

Amendments

This MOU may be amended or modified by the written agreement signed by the representative of each Party.

Dispute Resolution

In the event of any dispute arising in respect of any provision of this MOU the Parties shall make every reasonable effort to resolve all issues fairly by negotiation. Any dispute which cannot be settled amicably shall be referred to the CEO, or President, as appropriate, or their designee who will meet as often, for a duration and as promptly as the Parties in question reasonably deem necessary to discuss and negotiate in good faith to resolve the dispute..

Any legal proceedings arising from a dispute will be conducted in accordance with the laws of Ireland.

Term

Sample text:

This MOU shall be effective from the (*give date*) and shall continue in force for a period of (*give number of years*) (the Term). Any extension of the Term shall be subject to the mutual written agreement of the Parties.

This section should include any guarantees/indemnity/liability in case of unilateral termination before the agreed date.

Termination

Sample text:

The Agreement may be terminated by a Party upon six months' advance written notice. In the event of the early termination of the MOU, each Party will assume responsibility for its residual obligations to students who have yet to complete any programme of study. This may include providing the necessary support to enable students to complete the programme of study within a reasonable period of time.

Disclaimer and Status of the Parties

The relationship of the Parties to each other is that of independent and autonomous organisations. Nothing in this MOU shall be construed to create any partnership or joint venture between the Parties. Nothing in this MOU restricts the right of any Party to enter into agreements with other organisations or entities for any purpose.

Approval

Signed on behalf of Dublin City University

President/President's Designee _____

Date

Signed on behalf of University A

President/President's Designee _____

Date

Signed on behalf of University B

President/President's Designee _____

Date

(Note: Appendices to be added as necessary, such as details of any other partners who may be added for example)