

Memorandum of Understanding – Suggested Template

Please read these procedures and use the DCU MoU template below as the basis for preparing your MoU, inserting the appropriate language where necessary. Please do not delete major sections. If you feel sections may be irrelevant to your particular situation, communicate that to your Head of School and/or Dean of Faculty for a final determination before preparing the MoU for the review which forms part of the approval process.



INSERT PARTNER LOGO

MEMORANDUM OF UNDERSTANDING

between

NAME OF PARTNER INSTITUTION plus full address

and

**Dublin City University
Dublin 9
Ireland**

On (Type of Programme or Arrangement)

Date

THIS AGREEMENT MADE BETWEEN DUBLIN CITY UNIVERSITY, , DUBLIN 9 (hereinafter referred to as “DCU”) AND XXXXXXXX (hereinafter referred to as “XXXXXXXXXXXX”) made the XX day of XXXXXX 20XX.

Preamble

This is a brief outline of the background to the agreement between the two organisations.

Section 1 Details about the Programme or Arrangement

Outline the programme or arrangement being agreed to here. This could include a joint programme, joint accreditation, staff or student exchange, or joint funding opportunities.

Section 2 Management of the Programme/arrangement

This should include, where an academic programme is involved:

- 2.1 Scope of the agreement*
- 2.2 Management of the programme*
- 2.3 Admissions*
- 2.4 Registration*
- 2.5 Code of Discipline*
- 2.6 Academic Structure*
- 2.7 Quality Assurance / Improvement*
- 2.8 Awards*
- 2.9 Marketing and Advertising*
- 2.10 Staffing*
- 2.11 Finance*

Section 3 Strategic Fit

Please outline the strategic priorities which have led to this MOU and where these articulate with the School/Centre/Faculty/University strategic objectives.

Section 4 Tuition Fees, Revenue Share and/or other Expenses

- How are fees payable, and to which institution?
- How administered?
- How is any research income managed?

Section 5 Costs relating to the Programme/arrangement

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).

Section 6 Intellectual Property Ownership and Copyright

Intellectual property created for the purposes of this programme/arrangement.

Section 7 Indemnity and Liability

Generally neither party shall be liable for any act, omission, neglect, default, loss, damage, personal injury or theft arising from the actions of the staff, servants, agents or students of any other party.

Section 8 Legal System

It is recommended that the MOU include the phrase:

'This Agreement is governed by, and shall be construed in accordance with, the laws of Ireland and the parties hereby submit to the exclusive jurisdiction of the Irish courts. If any provisions (or part of a provision) included in this Agreement is void or unenforceable at law then such provision shall be severed and the remainder of the Agreement shall continue in full force and effect.'

Section 9 Dispute Resolution

It is recommended that the MoU include the phrase:

In the event of any dispute arising in respect of any provision of the Agreement, the dispute shall be referred to [insert name(s) of relevant party/parties] within DCU and a nominated director of the partner institution, who may resolve the dispute or appoint an agreed independent arbitrator for that purpose.

Section 10 Duration

It is recommended that the MoU include the text:

'This agreement shall be effective from the XX of XXXXXX 20XX and shall continue in force for a period of XX years.' The agreement will be reviewed at least six months before the end period, by both parties, at which time a decision on renewal will be reached in advance of the end period of the agreement. Either party may request a review before that time.'

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

Signature :

Signature:

Professor Brian MacCraith

XXXXXXXXXXXXXX

President
Dublin City University

President
XXXXXXXXXXXXXX

Date:

Date:

Signature :

Signature:

XXXXXXXXXX

XXXXXXXXXXXX

Executive Dean or equivalent

XXXXXXXXXXXXXXXXXX

Date:

Date: