



# GENERAL MEMORANDUM OF UNDERSTANDING in relation to

## **ACADEMIC COOPERATION**

#### BETWEEN

# UNIVERSITY COLLEGE CORK - NATIONAL UNIVERSITY OF IRELAND, CORK

and

# SPHINX UNIVERSITY, NEW ASSIUT CITY, ASSIUT GOVERNORATE, EGYPT

The purpose of this non-binding Memorandum of Understanding ('MOU') between University College Cork - National University of Ireland, Cork a body incorporated under Charter having its seat at College Road, Cork IE-T12K8AF ('UCC') and Sphinx University, having its seat at New Assiut City, Assiut Governorate, 71515, Egypt (each a "Party" and together the "Parties") is to foster academic cooperation in areas of interest and benefit to both Parties.

Now, therefore, the Parties hereby agree upon the following terms and conditions:-

# 1. Proposed Collaborative Activities

The Parties will encourage the following activities in particular:

### i) Programme Development

Both Parties shall make reasonable efforts to explore the development of undergraduate and postgraduate programmes in the fields of Health Sciences e.g. Dentistry, Physiotherapy, Fharmacy, Nursing and broader Sciences e.g. Engineering, Computer Sciences. Programme development shall be subject to the academic criteria and requirements of each Party. The details of each Party's rights and responsibilities with respect to any such programme development shall be set forth in writing and agreed upon in accordance with section 2 below before any particular programme development is initiated.

## ii) Programme Delivery

Both Parties shall make reasonable efforts to explore the delivery of undergraduate and postgraduate programmes, in areas identified above. Programme delivery shall be subject to the academic criteria and requirements of each Party. The details of each Party's rights and responsibilities with respect to any such programme delivery





shall be set forth in writing and agreed upon accordance with section 2 below before any particular programme is delivery is initiated.

# iii) Programme Approval, Validation and External Accreditation

Both Parties shall make reasonable efforts to explore the approval, validation and external accreditation of undergraduate and postgraduate programmes. Programme approval shall be subject to the academic criteria and requirements of each Party. Programme Validation shall be subject to the requirements of the Party or Parties possessing degree awarding powers. External Accreditation shall be subject to both the academic criteria and requirements of each Party and the requirements of the relevant third-party professional or regulatory body. The details of each party's rights and responsibilities with respect to any such programme development shall be set forth in writing and agreed upon accordance with section 2 below before any particular programme development is initiated.

## 2. Subsequent Memoranda of Agreements (MOAs)

This MOU shall be identified as the parent document of any collaborative agreement executed between the parties. It is acknowledged an activity specified in Clause 1 shall only to be carried out after mutual consultation and agreement in writing between the Parties. Each Party will sign a memorandum of agreement ('MOA') setting out the responsibilities and specific commitments of each Party for the agreed activity and such other matters as the Parties agree are necessary for the efficient and effective achievement of the activity. Any and all MOAs shall be attached as annex (es) to this MOU.

### 3. Co-Ordinator

Each Party shall designate a coordinator to oversee and facilitate the implementation of this MOU who shall have the following responsibilities:

- i) promote academic collaboration;
- ii) act as principal contact; and
- iii) liaise periodically to review and evaluate past activities and to discuss new ideas for future co-operative agreements.

## 4. Terms of renewal, amendment and termination

This MOU shall become effective upon its execution by both Parties and shall remain in force for a period of five (5) years from the date of the last signature, with the understanding that it may be terminated by either party giving twelve months' notice to the other party in writing. An event of termination shall not affect participants undertaking activities under a MOA at the effective date of termination.





This MOU may only be renewed if, after a review process between the Parties, the parties agree in writing to renew it.

Any modification or amendment to this agreement shall be in writing and signed by the binding authorities of the Parties.

Neither party may assign this MOU or any right under this MOU without the prior written consent of the other party.

## 5. Legal effect

The terms of this MOU represent the current intentions of the parties as at the time of signing and the terms are not legally binding on the parties. For the avoidance of doubt, if there is any inconsistency between this MOU and any attached MOA relating to a specific activity, the terms and conditions of the MOA shall prevail.

## 6. No Agency

Nothing in this MOU gives rise to a relationship of agency or partnership between the Parties and neither Party has the right or authority to act on behalf of the other Party or to bind the other Party in any way

### 7. Resolution of Disputes

The Parties will make every reasonable effort to resolve all issues in relation to this MOU fairly by negotiation. All disputes or differences arising in connection with this MOU which cannot be set:led amicably will be finally resolved by a mediator to be agreed between the Parties.

Signed for and on behalf of: UNIVERSITY COLLEGE CORK -NATIONAL UNIVERSITY OF IRELAND, CORK by its duly authorised officer

Prof Stephen Byrne

Date

Signed for and on behalf of: SPHINX UNIVERSITY, EGYPT by its duly authorised officer

Prof Mansour kabash

Date

