

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is dated [●].

PARTIES

(1) **Technology University Dublin** with an address at Park House, 191/193A North Circular Road, Dublin 7, D07 EWV4 ("**TU Dublin**"); and

(2) [Insert details of other party, including legal name and address.] ("**Discussant**"),

each a "**Party**" and together the "**Parties**".

BACKGROUND

(A) TU Dublin is both a provider and an awarding body of national educational qualifications.
[insert brief summary of who the other party is]

(B) The Parties wish to enter discussions to explore the possibility of working together to provide educational services in relation to the matters set out in the Schedule.

(C) Certain clauses in this MOU are binding on the Parties. This is to protect both Parties. Other clauses are not binding.

1 THE DISCUSSIONS

1.1 The Parties have entered into this Memorandum of Understanding ("**MOU**") to put structure on discussions and potential negotiations between the Parties in relation to potential collaboration by the Parties in academic areas of mutual interest. The focus and subject matter of the discussions is:

(1) **EXCHANGE OF FACULTY, RESEARCHERS AND OTHER RESEARCH AND ADMINISTRATIVE STAFF**

(2) **CONDUCTING COLLABORATIVE RESEARCH PROJECTS**

(3) **CONDUCTING LECTURES AND ORGANIZING SYMPOSIA**

(4) **EXCHANGE OF ACADEMIC INFORMATION AND MATERIALS**

(5) **DEVELOPING AND DELIVERING PROGRAMMES OF STUDY AND ONLINE EARNING FOR A GLOBAL AUDIENCE**

(6) **PROMOTING OTHER ACADEMIC COOPERATION AS MUTUALLY AGREED**

1.2 Each Party agrees that the discussions and, if applicable, negotiations are being undertaken on an [exclusive basis / non-exclusive basis [delete as appropriate]] and give rise to no commitment by either Party to enter into any binding agreement or contract with respect to the subject matter of the discussions, negotiations or otherwise.

2 OUTCOME OF DISCUSSIONS

- 2.1 If the outcome of the initial discussions is positive, the proposed activities / services are not to be implemented until all internal approvals are obtained and a formal Memorandum of Agreement is signed by each Party.

3 TERM OF DISCUSSIONS

The Parties will, in good faith, from the date of this MOU seek to actively progress and successfully conclude discussions and, if applicable, negotiations in respect of the proposed collaboration. The Parties intent is that the discussions and any negotiations should be completed by [insert date] unless:

- 3.1.1 this MOU is terminated earlier pursuant to clause 3.2; or
- 3.1.2 the Parties agree in writing to extend the discussions and/or negotiations in which case they shall continue for the period by which the Parties agree to extend them.
- 3.2 Either Party may terminate the discussions and this MOU with immediate effect by notice in writing (but not email) to the other Party at any time.

4 BINDING CLAUSES

- 4.1 The Parties acknowledge and agree that this MOU is not, and shall not be interpreted as being, binding on the Parties and does not create any rights, liabilities or obligations of any kind whatsoever. This is with the exception of the clauses 4-8 in which each Party agrees are legally binding upon and enforceable against each of the Parties and survive the termination or expiration of this MOU.

5 CONFIDENTIALITY

- 5.1 Neither Party will make any public statement or disclosure relating to this MOU or the discussions and, if applicable, negotiations between the Parties, unless agreed otherwise.
- 5.2 The Parties acknowledge and agree that in the course of the discussions and negotiations between the Parties they may or will become aware of confidential information belonging to, or related to, the other Party ("**Confidential Information**"). Each Party shall keep safe, secure and confidential such Confidential Information and shall only use the Confidential Information for the purposes of progressing discussions and, if applicable, negotiations pursuant to this MOU.

6 INTELLECTUAL PROPERTY

- 6.1 Neither Party will gain directly, indirectly, materially or otherwise any intellectual or other property rights, title or interest in or to any materials, documents, marks, content, works, software, Confidential Information or anything else made available or disclosed to it by the other Party during the term of this MOU.

7 GOVERNING LAW

- 7.1 This MOU and all disputes (whether contractual or not) and matters, discussions and negotiations arising out of or in connection with it (including as to the formation, existence, interpretation, operation, termination or otherwise of this MOU), are governed by Irish law and the Parties each submit to the exclusive jurisdiction of the courts of Ireland in connection with such. Nothing contained in this Clause limits the right of either Party to seek provisional or protective relief in the courts of another jurisdiction.

8 MISCELLANEOUS

- 8.1 Each Party will bear its own costs and expenses in connection with the negotiation, preparation and execution of this MOU and any discussions or negotiations arising out of or in connection with it.
- 8.2 Neither Party is liable to the other for any indirect or consequential loss or damage suffered by either party (whether arising under contract, tort, equity, statute or otherwise).
- 8.3 Nothing contained in this MOU shall be construed to create or imply a joint venture, partnership, agency or employment relationship between the Parties or authorise either Party to act as agent for or on behalf of the other Party. .
- 8.4 This MOU represents the entire of the understanding of the Parties concerning the subject matter of this MOU. Neither Party has relied upon, or has any remedies in respect of, any statement, term, condition, warranty or otherwise that is not set out in this MOU.
- 8.5 This MOU, and the burden and benefit of this MOU, may not be assigned, novated or transferred by either Party in whole or in part without the prior written consent of the other Party.
- 8.6 The legally binding provisions of this MOU may only be waived by a Party in writing by express reference to this clause. A waiver of any breach of any binding provision of this MOU does not constitute a general waiver of such provision or of any subsequent act contrary to it. The failure or neglect by a Party to enforce any binding provision is not a waiver of that Party's rights under this MOU and does not prejudice that Party's right to take subsequent action in respect of it.
- 8.7 If any provision of this MOU is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed without effect to the remaining provisions.
- 8.8 The Parties have entered into this MOU in consideration of their respective rights and obligations (the sufficiency of which each party hereby confirms).

Signed by an authorised signatory for and on behalf of **TU Dublin**

Signed: _____ DATE: _____

By: David FitzPatrick

Title: President TU Dublin

Signed by an authorised signatory for and on behalf of **[Insert organisation]**

Signed: _____ DATE: _____

By:

Title: