



Memorandum of Understanding between

Royal College of Surgeons in Ireland, University of Medicine and Health Sciences

and

The University of Jordan

This Memorandum of Understanding ("MOU") is made and entered into this 27 of November 2024

between

Royal College of Surgeons in Ireland (RCSI) University of Medicine and Health Sciences, represented by Vice Dean for Internationalisation, Address: 123 St. Stephen's Green, Dublin 2, Ireland, hereinafter referred to as "FIRST PARTY"

and

The University of Jordan, represented by its president or his deputy or personnel authorised by writing, Address: Amman 11942 Jordan, hereinafter referred to as "SECOND PARTY"

hereinafter referred to as "the Parties".

- -In an effort to promote the advancement of medicine and health sciences research and education in both institutes, the two Parties have approved the following MoU effective from the date of execution.
- The Preamble of this MoU and its annexes, if any, shall be considered an integral part of it and shall be read together as a unit for all purposes and intentions.

Article 1

SCOPE AND FIELDS OF COLLABORATION

- 1. The Parties agree to explore opportunities to potentially collaborate in the following relevant areas, amongst others:
 - Development of collaborative programmes in the areas of medicine and health sciences
 - ii. Exchange of academic and research staff
 - iii. Exchange of undergraduate and postgraduate students for the purpose of undertaking educational or research activities
 - iv. Joint research and meetings for research
 - v. Development of Dual PhD research-based degrees
- It is agreed that the terms and conditions of any agreed program and activity contemplated in this MOU shall be the subject matter of separate written agreements to be negotiated and agreed upon by both Parties and/or third Parties wherever applicable. The decision whether to initiate and/or implement any programme or activity shall be at the discretion of each Party.

Article 2

FINANCIAL ARRANGEMENTS

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The Parties acknowledge that in the absence of any specific subsequent agreement in writing to the contrary, each Party will be responsible for its own costs and expenses in establishing and conducting programmes and activities contemplated under this MOU, including without limitation its own costs and expenses and travel and accommodation.

Article 3

CONFIDENTIALITY

- 1. "Confidential information" means and includes all unpatented inventions, ideas, know-how, concepts, trade secrets, processes, techniques, software products and all other unregistered or unpatented intellectual property, financial and business information, and all other commercially valuable information of the disclosing Party orally, in writing or by any other media. If the confidential information is disclosed verbally or by visual inspection, the disclosing Party shall ensure that the receiving Party is made aware of the confidential nature of the information at the time of disclosure and written notice shall be given of the proprietary and/or confidential nature of such information to the receiving Party within thirty (30) days of disclosure. Confidential information excludes, or, as the case requires, ceases to include information which is or becomes:
 - i. available to the public at the date of its disclosure to the receiving Party;
 - at the date of its disclosure to the receiving Party, already properly in the possession of the receiving Party in written form or otherwise than by prior confidential disclosure from the disclosing Party;
 - iii. after the date of disclosure to the receiving Party available to the public from sources other than the receiving Party;
 - iv. after the date of its disclosure to the receiving Party, properly available to the receiving Party from a third-Party having no obligation of confidentiality to the disclosing Party;
 - v. demonstrated by the receiving Party to be independently developed by an employee or agent of the receiving Party having no knowledge of such information which is the subject of the disclosure; or
 - vi. required to be disclosed by law
- The Parties may exchange confidential information relevant to the proposed project
- Each Party undertakes to treat as confidential all confidential information obtained from the other Party and undertakes not to divulge any confidential information to any person without first obtaining the consent of the other Party in writing.
- Each Party will take such reasonable steps to provide for the safe custody of any and all
 confidential information in its possession and to prevent unauthorised access thereto or
 use thereof.
- At any time upon the written request of a Party, the other Party must return any documents which embody confidential information must not keep any copies in any form.

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Article 4

DURATION AND TERMINATION

- 1. This MOU shall take effect on and from the date of execution of this MOU and shall continue to be effective for a period of five (5) years, and may be extended for further period, as may be agreed by the Parties in writing.
- 2. This MOU may be terminated by either Party giving written notice to the other at least six (6) months prior to the proposed date of termination.
- 3. The provisions of this MOU, or any other written agreement in respect of any ongoing exchange programme or any other form of cooperative activity under this MOU shall continue to apply until their completion unless both Parties mutually agree in writing to the earlier termination of the programme or cooperative activity.
- 4. The obligation of confidentiality in article 4 shall not be affected by the expiry or termination of this MOU

Article 5

PUBLICITY AND PUBLICATION

The Parties will jointly coordinate all publicity statements and other disclosures relating to the existence or substance of this MOU. Neither Party may carry out any such publicity activities without the prior written consent of the other Party

Article 6

LEGALITY OF MOU

- Except for Articles 3 and 5, this MOU is a non-binding expression of the current intentions of
 the Parties, and neither Party will incur nor be bound to any legal obligations or expense
 hereunder to the other Party until and unless definitive agreements have been negotiated,
 approved by the necessary management levels of each Party and executed and delivered by
 authorised representatives of both Parties.
- 2. All activities will be developed in accordance with all applicable rules and regulations of both Parties and all applicable national and local laws.
- The Parties will consult with each other and attempt to resolve disputes or misunderstandings that may arise in the administration of this MOU informally and amicably.
- 4. This MOU is to be executed in English.
- The following individuals will act as representatives of the respective Parties in relation to the subject matter of this MOU unless another addressee is hereafter designated by written notice.

For RCSI: Professor Jochen Prehn, Vice Dean for Internationalisation

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For The University of Jordan: Director of International Affairs Unit.

6. This MOU may be executed and delivered in counterparts including transmission by facsimile, electronic messaging system or email each of which will be deemed an original.

SIGNED FOR AND DATED ON BEHALF OF

Royal College of Surgeons Ireland	The University of Jordan
	Represented by its president or his deput
Jape	or personnel authorized by writing
NAME: Prof Jochen Prehn	Prof. Nathir Obeidat
POSITION: Vice Dean for Internationalisation	President
ORGANISATION: RCSI	The University of Jordan
Signature:	Signature:
Derke DATE OF EXECUTION:	4

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