

## Memorandum of Understanding

### on Academic and Business Cooperation

between

The University of Jordan

And

Luminus Technical University College



This Memorandum of Understanding ("MoU") is made and entered into effect on [INSERT DATE] by and between:

**First party:** The University of Jordan, Amman, 11942, Jordan, represented by its President or his deputy or personnel authorized in writing, hereinafter referred to as the "First Party".

**Second party:** Luminus Technical University College, represented by its authorized signatories Ibrahim AlSafadi and Ahmad Jarrar, hereinafter referred to as the "Second Party".

(the First Party and the Second Party are hereinafter individually referred to as "Party" and collectively as "Parties").

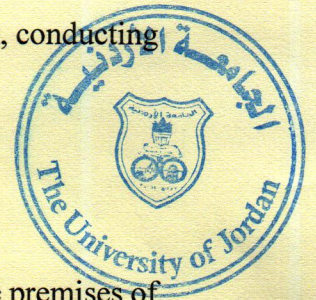
The Preamble of this MoU and its annexes, if any, shall be considered an integral part of it and shall be read together as a unit for all purposes and intentions.

#### PREAMBLE

Whereas the Parties desire to develop academic and business cooperations in various fields, the Parties conclude this MoU and agree with the legislation in force in the Parties to the following:

**Article 1-** To develop the following collaborative activities in academic and business areas of mutual interest:

1. Exchanging of faculty and researchers for purposes of teaching, conducting lectures, conducting research, and exchanging of expertise.
2. Conducting collaborative research projects.
3. Jointly organizing symposia, seminars, and conferences.
4. Exchanging academic information and materials.
5. Jointly developing Dental Technician Master's Program.
6. Jointly developing a Dental Hygiene 1 year Diploma.
7. Jointly working on establishing the dental technician labs at the premises of the first party ( new clinical dentistry building) to cover both training and services needs of both parties..
8. Jointly collaborating on patients' treatments across different programs and projects.



**Article 2-** The development of specific activities based on this MoU will be separately negotiated between the faculties, or institutes, or centers which carry out the said specific activities. Both Parties agree to carry out these activities in accordance with the

laws and regulations of the Hashemite Kingdom of Jordan. Both Parties also carry out their duties under this MoU in accordance with the legislation in force for the two Parties.

**Article 3-** All commercial, legal, technical and financial details in relation to and/or arising from implementing any of the types of cooperation stated in Article 1 and this MoU, shall be agreed upon between the Parties by a separate and definitive written agreement.

**Article 4-** It is agreed between the Parties that this MoU constitutes a general framework for potential cooperation between the Parties regarding the proposed types of cooperation stated in Article 1 and a base for discussion between the Parties. The terms set out herein do not constitute a legally binding obligation to enter into a definitive agreement. Nothing in this MoU shall impose or be construed to impose upon the Parties any obligation or liability with respect to the proposed areas of potential collaboration, unless and until a final and detailed agreement is executed between the Parties.

**Article 5-** It is understood that the implementation of any of the types of cooperation stated in Article 1 shall depend upon the availability of resources at the Parties if available, and financial supporters and their conditions, if any. This should be detailed and agreed upon in writing between both parties including approving funds from any third party.

**Article 6-** The two Parties will agree in writing to the ownership and returns of intellectual property on a case-by-case basis prior to commencing any collaborative research activities, under this MoU, that may result in intellectual property, and in conformity with relevant legislation.

**Article 7-** Neither Party shall be entitled to use the name, logo and/or trademark of the other Party without obtaining its written and prior consent and within the scope of this MoU.

**Article 8-** This MoU may be amended or modified by written agreements signed by the representatives of both Parties and will become part of this MoU.

**Article 9-** Disputes shall be resolved as amicably as possible. In the absence of a satisfactory solution for both parties within a period of 60 days of the dispute, the Parties irrevocably agree that the dispute or disagreement arising between the Parties in connection with this MoU shall be exclusively resolved through **arbitration and if not further resolved, then through** Amman courts (Palace of Justice) in accordance with applicable Jordanian laws. **Article 10- Coordinators:** Each of the Parties shall appoint a coordinator for the activities mentioned in this MoU, being such coordinators the following persons:

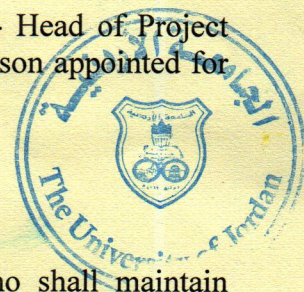
A) On behalf of the Second Party, Eman Nayef Ahmad AlTheeb- Head of Project Management office who shall maintain communication with the person appointed for First Party.

Telephone: 0798111114

E- mail: [e.altheeb@luminuseducation.com](mailto:e.altheeb@luminuseducation.com)

B) On behalf of "First Party", Dr. Mohammad Al-Rababa'h, who shall maintain communication with the person appointed for the Second Party. Telephone: 0792131548

E- mail: [malrababah@ju.edu.jo](mailto:malrababah@ju.edu.jo)



Handwritten signature and initials in blue ink at the bottom of the page.

**Article 11-** This MoU is valid for a period of four years commencing on the date signed by the last Party and may be renewed by the Parties -in writing- after being reviewed and renegotiated by both Parties.

**Article 12-** This MoU may, at any time during its period of validity, be terminated by any of the Parties upon 30 days' prior written notice to the other Party. The termination will not affect ongoing activities which shall remain in full force and effects as per the terms and conditions of the definitive agreements.

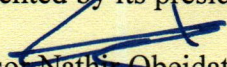
**Article 13: General Provisions:**

1. All advertising and publicity relating to this MoU must be mutually agreed upon in writing in advance between the Parties.
2. All non-public commercial, financial, proprietary, technical, software, business information and/or data obtained by any Party from the other Party by virtue of this MoU, whether directly or indirectly, is considered confidential information. Each Party shall not use nor disclose the other Party's confidential information to any third party without the prior written consent of the other Party. The disclosing Party shall have the right to take the necessary legal action against the receiving Party in case of breach of this section.
3. This MoU shall not be construed as creating a joint venture, nor shall it be construed as an agency relationship or any other form of legal partnership between the Parties.
4. Except with the prior written approval of the other Party, neither Party shall make any representation or warranties or introductions or assumptions before or to any third party on behalf of or in the name of the other Party.

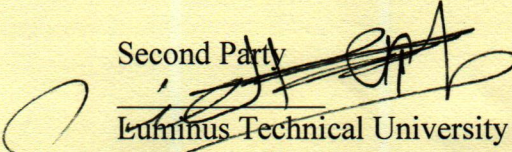
**Article 14-** The MoU consists of fourteen articles, including this article, with the consent and acceptance of the Parties and in two identical originals, each bearing the signature of the two Parties.

First Party

\_\_\_\_\_  
The University of Jordan  
Represented by its president

  
Professor Nathin Obeidat  
President, or his deputy or  
personnel authorized in writing

Second Party

  
Luminus Technical University College  
Represented by its Founder and CEO

Mr. Ibrahim Ishaq Alsafadi

Signature:  
Date:

6 March 2024

Signature:  
Date:

