

Memorandum of Understanding

Between



**RAK MEDICAL & HEALTH SCIENCES UNIVERSITY
UNITED ARAB EMIRATES**

&



THE UNIVERSITY OF JORDAN

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Memorandum of Understanding
Between
RAK Medical & Health Sciences University, UAE
And
The University of Jordan

This agreement is made and executed on February 27th, 2024_at RAK Medical and Health Sciences University, Ras al Khaimah, U.A.E

BETWEEN

RAK Medical and Health Sciences University having its registered office at Ras Al Khaimah, PO Box: 11172, United Arab Emirates, represented by Prof. Ismail Matalaka, President (Which expression shall mean and include its assignees authorized successors legal representatives and assign), hereinafter referred to as '**RAKMHSU**'

AND

The University of Jordan having its registered office at Queen Rania St, Amman, Jordan, represented by Professor Nathir Obeidat, President (Which expression shall mean and include its assignees authorized successors legal representatives and assign), hereinafter referred to as the '**UJ**'.

Introduction:

RAK Medical and Health Sciences University (hereinafter referred to as "**RAKMHSU**") of the **First Party**; has been set up under the visionary leadership of His Highness Sheikh Saud Bin Saqr Al Qasimi, Ruler of Ras Al Khaimah and Supreme Council Member, United Arab Emirates, under the Ras Al Khaimah Government.

RAK Medical and Health Sciences University was granted the initial licensure and initial accreditation for MBBS in July 2006. The undergraduate programs in Dentistry, Pharmacy and Nursing were started from September 2007. The registered Nurse Bachelor of Science in Nursing Bridge program was started in September 2008. All programs were started after obtaining initial accreditation from the Commission for Academic Accreditation (CAA) under the Ministry of Higher Education and Scientific Research.





Masters in Pharmacy Practice, Pharmaceutical Chemistry and Adult Health Nursing have been granted the Initial Accreditation by the CAA in the year 2011 and all the programs have been started already. Now the Accreditation has been renewed for all the programs. RAKMHSU is registered in WFME/WHO. RAKCODS is JCI accredited and has a Dental Center which is catering various specialties.

AND

The University of Jordan (hereinafter referred to as "**UJ**") of the **Second Party**; was founded in 1962 and has grown to become Jordan's largest university. In fact, it is the first university in Jordan, established in the capital city of Amman by a Royal Decree in 1962. It has evolved into a comprehensive university with a second branch in the port city of Aqaba. UJ has been rated five QS Stars and it has been ranked among the best 591-600 universities in the world according to the QS World University Rankings 2023. It offers a wide range of programmes with eight international accredited schools (24 Academic programmes)

UJ is a leading university in scientific, technological, economic, social, and cultural transformation, outstanding in performing its role in the development and modernization of the Jordanian state, and a pioneer in serving the local and global community.

Both **RAKMHSU** and **UJ** shall be referred to individually as "the Party" and collectively as "the Parties".

WHEREAS:

- A. The **RAKMHSU** and **UJ** are desirous to collaborate in their academic activities.
- B. This MOU sets forth the general understanding reached between the two parties and in their recent discussions concerning the academic collaboration.
- C. It is 'the Parties' intention that the academic collaboration agreement shall have the basic terms set out below, subject to further negotiations with a view to having a definitive written academic collaboration agreement to be entered into between **RAKMHSU** and **UJ**.

NOW THIS MEMORANDUM OF AGREEMENT RECORDS AS FOLLOWS:

1. TERM

Subject to the execution by **RAKMHSU** and **UJ** of a formal definitive academic collaboration agreement for the proposed academic collaboration which shall contain the relevant terms hereinafter set out and such other terms and conditions to be agreed between the Parties, it is



'the Parties' understanding that **UJ** shall collaborate with **RAKMHSU** in the areas as set out in Clause 2 for a period of **Two (2) years** (hereinafter referred to as "MOU Period") from **27-02-2024 to 26-02-2026**.

This MOU shall continue in force until the expiry of the MOU Period stated in Clause 1.1 above ("MOU Expiry Date") or the execution of formal definitive academic collaboration agreement between the Parties, whichever is the earlier. After the expiration of the MOU Period, this MOU may be extended or renewed for a further period to be agreed upon by both Parties.

2. PURPOSE and SCOPE of MOU

2.1 The purpose of this MOU is to ensure a mutual understanding of key responsibilities of each Party to promote academic and non-academic exchanges of the following areas. The exchange will be of short-term only depending on the requirement and need of individual institutions. All costs for such visits will be borne by the individuals or institutions depending the case.

- Short-term exchange of teaching staff
- Student exchange on elective training
- Exchange of library or research materials
- Participation and collaboration in scientific events
- Research collaboration

2.2 It is acknowledged that the collaboration between the Parties may be a continuously evolving process and that the terms of this MOU may be amended to reflect accordingly subject to Clause 2.1.

3. THE COOPERATION SCHEME

3.1.1 Exchange of Teaching Staff

Both Parties may cooperate and agree to exchange of teaching staff on short-term basis. The cooperation may subject to mutual agreement between both Parties. The expenses of such visits shall be met by the individual institutions/persons with the host institution providing local hospitality. However, this has to be agreed upon on case to case basis without any obligation on any party.

3.1.2 Exchange of Library and Research Materials

Both Parties may cooperate and agree to provide and/or exchange scientific publication and research materials between libraries subject to mutual agreement and prevailing rules and regulations.

3.1.3 Participation and Collaboration in Scientific Events



Both Parties may cooperate and collaborate wherever possible to extend the information and invitations to the academic and/or non-academic staff to participate in scientific meeting, symposiums, seminars, workshops and conferences.

3.1.4 Students and Staff Visit /Exchange Programme

Both Parties may cooperate and agree to allow short study tour or Clinical training not exceeding six weeks as a part of the elective training and one-year Internship/Houseman ship by students or visits by academic and non-academic staff based on designed program provided by either Party. All financial implications will be met by the individuals.

3.1.5 Research Collaboration

Both Parties may cooperate and agree to allow joint research in the field of mutual interest. Both Parties may assist each other in time of shortfall in providing relevant materials and use of equipment required for research.

4. FINANCIAL CONSIDERATIONS

The Parties hereby acknowledge that there may be costs and expenses arising under the terms and conditions of this Memorandum of Understanding and each Party hereto agree to bear its own costs and expenses unless mutually agreed otherwise by both parties

5. THE COOPERATION PROCEDURE

5.1 Liaison Personnel

The Liaison Personnel from **RAKMHSU** and **UJ** may be named and approved by both Parties.

5.2 Cooperation Proposal

The Cooperation Proposal in any form of cooperative activities as per listed in the "The Cooperation Scheme" may be submitted through coordinators for review and approval. The Cooperation Proposal may contain objective, scope of activities, person responsible, responsibilities of each institution, schedules, benefits in term of financial and non-financial, budgets and sources of financing, and any other terms and conditions deemed necessary for the efficient management of the activity.

6. CONFIDENTIALITY

6.1 Each of the Parties to this MOU shall at all times use its best endeavours to keep confidential (and to procure that its respective officers, employees,



consultants and agents shall keep confidential) any confidential and Proprietary Information which any Party may acquire from the other Party and/or in relation to the academic collaboration or affairs of the Parties to this MOU and the receiving Party shall not use or disclose such information except with the prior written consent of disclosing Party or in accordance with the order of a court of competent jurisdiction or as required by any regulatory or governmental authority or has been or hereafter rightfully acquired by any Party hereof from third parties without any obligation to keep confidential.

- 6.2 The Parties to this MOU shall procure that each of its affiliates and associated companies shall use all reasonable endeavours to ensure that the officers, employees, agents and consultants of each of them observe a similar obligation of confidence in favour of the Parties to this MOU.
- 6.3 The obligations imposed upon either Party herein shall not apply to information which:
- (i) is in possession of the receiving Party at the time of disclosure as shown by the receiving Party's use or files and records prior to the time disclosure; or
 - (ii) prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any breach of this clause on Confidential Information; or
 - (iii) is approved by the disclosing Party, in writing, for release; or
 - (iv) is independently developed by the receiving Party; or
 - (v) is disclosed pursuant to a requirement or request of a Government agency and law but only to the extent so ordered.
- 6.4 Nothing in this MOU is intended to grant any rights to the receiving Party under any patent or copyright, nor shall this MOU grant the receiving Party any rights in or to the originating Party's Confidential Information.
- 6.5 The provisions of this Clause 6 shall survive the termination of this MOU for any reason.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 The Parties acknowledge and agree that any and all patents, copyright, trademarks, trade names, designs (whether registered or not), trade secrets, Confidential Information and other intellectual property or proprietary rights ("Intellectual Property Rights") subsisting in all materials and documentation provided by either Party to the other Party under this MOU or which either Party has access to by virtue of this Agreement, are



the exclusive property of each of the respective Parties and no such rights are in any way transferred to either Party during this MOU.

7.2 Either Party shall not, during or at any time after termination of this MOU, in any way claim, question or dispute the ownership of each of the respective Parties to any Intellectual Property Right referred to in Clause 7.1.

7.3 Both parties shall share all data and research findings, patent right, copyright and any other Intellectual Property Rights resulting from the cooperative efforts of both Parties subject to clause 7.1 and 7.2 above.

8. SPIRIT OF GOODWILL AND COOPERATION

8.1 The Parties enter into this MOU in a spirit of goodwill and cooperation and will undertake and meet the terms of the MOU in the same manner.

8.2 The Parties acknowledge that they shall, without delay and in good faith, endeavour jointly to relieve any difference arising out of or in connection with this Memorandum shall be amicably resolved by the Parties.

9. TERMINATION

During the validity of this MOU, either Party can terminate this MOU by giving Three (3) months written notice.

10. NO PARTNERSHIP

Nothing in this MOU shall create or be deemed to create, a partnership, joint venture or the relationship of principle and agent, between the Parties, joint venture or the relationship of principal and agent between the Parties.

11. AMENDMENT

Any amendment to this MOU shall only be effective if agreed by both Parties in writing and signed by both Parties.

12. NON-BINDING NATURE

This MOU represents the good faith and understanding of the Parties to proceed further with the proposed academic collaboration and each of the Parties shall do all things reasonably within its power which are necessary or desirable to give effect to the spirit and intent of this MOU.

This MOU will automatically expire on the MOU Expiry Date unless the definitive formal academic collaboration agreement has, in form mutually satisfactory to the Parties hereto, been executed between **RAKMHSU**



and **UJ**, or this MOU has been extended or renewed in writing by both Parties or earlier terminated.

Save and except for Clauses 6 and 7, this MOU is not legally binding upon the Parties. None of the Parties will be responsible or liable to the other Party on whatever legal grounds should negotiations between the Parties to enter into the definitive formal academic collaboration agreement fail save for any breach of Clause 6 and 7.

13. RETURN OF MATERIALS

Any materials or documents which have been furnished by the disclosing Party to the receiving Party shall be promptly returned, accompanied by all copies of such documentation within thirty (30) days upon termination of this MOU.

14. COSTS AND EXPENSES

If negotiations in respect of the transaction contemplated by this MOU prove abortive for any reason, each of the Parties shall be responsible for paying their own costs and expenses, and any work carried out by either Party under this MOU or otherwise shall be on an at risk basis and neither Party shall be entitled to any payment for, or reimbursement of, any loss of profit, loss of contracts or other cost, loss or expense.

IN WITNESS TO THIS MEMORANDUM OF UNDERSTANDING WHEREOF the authorized representatives of the parties hereunto affix their signature.

For and on behalf of

For and on behalf of

The University of Jordan

**RAK Medical & Health Sciences University,
Ras Al Khaimah, UAE**

Professor Nathir Obeidat
President
The University of Jordan

Professor Ismail Matalaka, FRCPath
President
RAK Medical & Health Sciences University

DATE: 27/Feb/2024

DATE: 27/2/2024

