

**Memorandum of Understanding
between**

The University College of Estate Management (UCEM), registered office: Horizons, 60 Queen's
Road, Reading RG1 4BS, UK

And

The Hashemite University, P.O. Box 330127, Zarqa13133, Jordan

1. The Purposes of the Memorandum of Understanding

1.1 The parties wish to promote cultural and scholarly interaction between the two universities, the collaboration will focus on research projects.

1.2 Disclaimer

It should be noted that by signing this document or by participating in this MOU, the partners are not committing to legally binding obligations. It is intended that the partners remain independent of each other and that their collaboration and use of the term 'partner' does not constitute the creation of a legal entity, nor authorise the entry into a commitment for or on behalf of each other.

2. Areas of Co-operation

The Parties agree to discuss the possibility of cooperation in the following areas to attempt to develop and carry out collaborative activities in furtherance of common interests of the institutions as set out below:

- Academic staff cooperation on collaborative research, lectures and conferences
- General academic collaboration including the exchange of educational resource materials and publications that are of mutual interest (taking into consideration pre-existing rights, contracts and confidentiality agreements)
- Attempt to secure and explore the opportunities for further research and industry focused outcomes
- Contribution of both Parties to publication of research outputs and communication/ dissemination
- Staff exchanges
- Any other collaborative efforts that both parties may mutually agree and deem fit from time to time.

Any commercial collaborative projects between both Parties will be subject to further agreement in writing, detailing both parties' rights, responsibilities and obligations, and the conditions relating to the project (including costs, contributions and assigned tasks). Specific details for the implementation of these activities will be developed mutually on a 'project by project' basis.

3. Kick-off Meeting

After the execution of this Memorandum, the Parties shall convene a kick-off meeting with a view to agreeing the nature and extent of the cooperation contemplated by this Memorandum, including without limitation any specifically assigned tasks, milestones or other initial actions. Thereafter, the Parties shall meet (whether in person, by telephone or other electronic means) to review the progress

of such activities at such frequent intervals as the parties may agree, but in any event at least once per quarter.

4. Quality and Costs

- 4.1 The Parties agree that all obligations under this Memorandum and any agreement resulting from this Memorandum shall be performed in a manner protective of and consistent with both Parties reputations for excellence and integrity in education, research and scholarship. This obligation extends to compliance by each Party with any statutory or other regulatory standards relating to the quality of education provided with which the other party must comply.
- 4.2 Certain costs may be incurred in relation to this Memorandum. The Parties agree that they will be responsible for their own costs. Both Parties understand that all financial and project details, legal arrangements and terms and conditions, will have to be negotiated between the Parties and will depend on the availability of resources. Any future arrangement shall be the subject of a legally binding agreement reflecting the regulations and procedures of each Party. To the extent that it applies, the requirements of funding organisations shall be considered in such formal agreement.
- 4.3 The Hashemite University agrees to, and shall comply with UCEM's anti-corruption and bribery policy and procedures and the Bribery Act 2010. Failure to do so shall result in the immediate termination of this agreement.

5. Contacts

The designated contacts for each Party will be as follows:

UCEM: Muhammad Rana, M.Rana@UCEM.ac.uk
The Hashemite University: Dr Ahlam Ammar Sharif, ahlam_sh@hu.edu.jo

6. Effective Date, Term and Termination

This Memorandum shall come into effect on the last date of signing as specified below and shall continue for a period of 5 years, and will automatically expire from that date unless extended in writing by both Parties.

This Memorandum will also end either: (a) with the written consent of both Parties; or (b) by one Party giving the other Party not less than 1 months written notice to that effect. To be clear, the ending of this Memorandum will not prejudice or affect the validity of any contract entered by either the Parties under this Memorandum. Where the Memorandum continues active, the Parties agree to review prior to its automatic expiry.

Any variation to this Memorandum must be in writing and signed by both Parties.

7. Confidentiality

- 7.1 Subject to clause 9 below, each Party shall keep confidential all information and materials produced, acquired for or otherwise used in connection with this Memorandum and shall not use it for any purpose other than in pursuance of this Memorandum or disclose it to any person without the prior written consent of the party who owns it. The recipient Party must return all confidential information to the discloser immediately on request or on the termination or expiry of this Memorandum.

- 7.2 Nothing in this Memorandum shall prohibit any disclosure which is required to be made under any law or regulation, or the order of any Court of competent jurisdiction or any other regulatory authority.

8. Intellectual Property

Ownership of intellectual property shall vest with the Party who creates it and shall be treated as confidential information, unless specifically agreed otherwise by the Parties.

Where any intellectual property rights are created or arise in relation to any project or activity under this Memorandum, ownership of, and rights to, such intellectual property rights will be determined by the contract between the Parties for such project or activity.

9. Academic Publication

- 9.1 Any employee or student of UCEM (whether or not involved in the Project) may discuss work undertaken as part of the Project in University seminars, lectures and tutorials; and academic conference papers.
- 9.2 UCEM may discuss the Project, in general terms, in any of UCEM's marketing materials including, for the avoidance of doubt, the UCEM's website.

10. Name and Logo

Neither Party shall use the name or logo, or any variation thereof, of the other Party, or make reference to the same, in any marketing, advertising or publicity material without first obtaining written consent of the other Party; such consent shall not be unreasonably withheld.

For the avoidance of doubt, any use of the UCEM name or logo or any materials shall be always subject to the prevailing branding guidelines of UCEM.

11. Legal Effect

Except for clauses 4, 6, 7, 8, 9, 11, 12 and 13 (which shall survive the termination or expiry of this Memorandum) this Memorandum is not intended to be legally binding, and no contract, partnership or joint venture is created by it; and no legal obligations or legal rights shall arise between the Parties.

No Party can act as agent of the other Party, nor authorise either of the Parties to make or enter into any commitments for or on behalf of the other Party.

This Memorandum does not imply any commitment of funds from either Party.

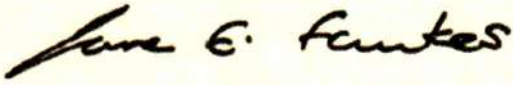
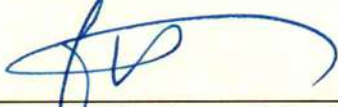
A project or activity will only be taken forward under this Memorandum if (1) a contract for the project or activity has been agreed and signed by both Parties, and (2) all approvals, consents, permissions and licences (whether internal, statutory, regulatory, ethical or otherwise) which are from time to time required by the Parties or either of them for that project or activity are in place.

12. Third Parties

A person who is not a party to this Memorandum shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Memorandum provided that this does not affect any right or remedy of the third party which exists or is available apart from that Act.

13 Law and Jurisdiction

In the event that any dispute or disagreement arises regarding the interpretation or implementation of any item of this memorandum, it shall be resolved amicably, otherwise, this MoU and related agreements shall be terminated immediately.

Signed by authorised representatives of the Parties on the dates stated below	
On behalf of the University College of Estate Management	On behalf of The Hashemite University
Signed: 	Signed: 
Name: Jane Fawkes	Name: Prof. Dr. Fawwaz Al Abed Al Haq
Title: Deputy Principal and University College Secretary	Title: University President
Date: 02/11/2023	Date: 8/11/2023

