

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made on

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BETWEEN:

1. THE MANCHESTER METROPOLITAN UNIVERSITY at All Saints Building, Oxford Road, Manchester M15 6BH

and

2. THE UNIVERSITY OF DAMASCUS, whose principal place of business is at Baramkeh, Damascus, Syria

(together being known as the "Parties" and "Party" shall be construed accordingly).

BACKGROUND:

- A. The Parties seek to promote friendly relations through the development of an academic co-operation between the respective law departments of each Party.
- B. The Parties recognise the mutual benefit accruing to their respective academic communities from working together and the establishment of strong link between the Parties.

IT IS AGREED as follows:

1. INTRODUCTION

- 1.1. The purpose of this Memorandum is to facilitate and enhance the academic co-operation in the fields of teaching, learning, research, information dissemination, exchange of students and academic staff visits;
- 1.2. The Parties agree to co-operate with each other in an amicable manner with a view to achieving the successful operation of this Memorandum.

2. SCOPE OF CO-OPERATION

2.1. Each Party shall:

- 2.1.1. participate in the activities of the other through the facilitation of teaching exchanges; periodic teaching and learning meetings or research pursuant to their teaching and research programmes;
- 2.1.2. keep the other informed of teaching and research in their departments of law;

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- 2.1.3. set up (where appropriate) with the other joint research teams in areas of common interest subject to a separate legal agreement being entered into by the Parties; and
 - 2.1.4. receive research students, placement students and/or academic staff visits from the other Party in appropriate existing or future programmes and assisting participation in relevant conferences, seminars or summer schools of each Party.
- 2.2. For the avoidance of doubt, the scope of this Memorandum shall not include formal collaborative provision.

3. ACTIVITIES

- 3.1. The Parties agree to undertake the following activities (and such other activities as agreed in writing between the Parties from time to time):
- 3.1.1. maintain regular communication on request in the following areas, and others where appropriate:
 - 3.1.1.1. teaching support;
 - 3.1.1.2. research dissertations, abstracts and proposals;
 - 3.1.1.3. sharing relevant information from the Syrian Ministry of Education and the United Kingdom Council for Legal Education; and
 - 3.1.1.4. the publications of each Party.
 - 3.1.2. develop inter-university co-operation progress meetings on an annual basis, or more frequently to develop university co-operation in programmes of teaching and research subject to the relevant Syrian and United Kingdom authorities.

4. MANAGEMENT OF CO-OPERATION

- 4.1. Co-operation practices will only be relevant to practices common to the Parties' Law programmes.
- 4.2. Each Party will include in an annual report on the progress of co-operation arising from this Memorandum, the qualifications and specialisms of the academic staff exchanged under this Memorandum.
- 4.3. All exchanges of academic staff and/or students between the Parties under this Memorandum shall be:
 - 4.3.1. organised according to the procedures for secondments, exchanges etc of the Party sending its members; and
 - 4.3.2. subject to the prior written approval of the authorised officer of the Party sending its members.
- 4.4. Teaching exchanges may, with the agreement of each Party, be longer than 3 months but shorter visits can be organised.

5. MISCELLANEOUS

- 5.1. Save in respect of this clause 5 (which is intended to be legally binding and shall survive termination of this Memorandum), this Memorandum is

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- not intended to be legally binding, nor to create, evidence or imply any contract or obligation to enter into an obligation.
- 5.2. The Parties agree that each Party shall be responsible for its own costs in relation to all matters arising out of this Memorandum.
- 5.3. TERM AND TERMINATION
- 5.3.1. This Memorandum shall commence on the date of this Agreement and shall continue (subject to early termination pursuant to clause 5.3.2) for a period of 5 years.
- 5.3.2. This Memorandum may be terminated at any time with immediate effect by either Party upon written notice to the other Party.
- 5.4. The Parties agree for a period of 5 years from the date of disclosure to keep confidential the other Party's information marked 'Confidential' or which from its very nature is obviously confidential. The obligations of confidentiality on a Party will not apply to any information which is publicly available or which becomes available through no act or omission of that Party or, which is necessarily disclosed by a Party pursuant to a statutory obligation. The Parties shall comply with the Data Protection Act 1988 and any modifications and amendments thereto.
- 5.5. Any intellectual property rights ("IPR") owned by an individual Party and utilised by the Parties pursuant to this Memorandum shall remain the property of the relevant Party with no rights being created in such IPR for the other Party. In addition, no Party may use the name or logo of any other Party without the prior written consent of that other Party.
- 5.6. Nothing in this Agreement, and no action taken by the Parties pursuant to this Agreement, shall constitute or be deemed to constitute a relationship between the Parties of partnership, joint venture, principal and agent or employer or employee. Neither Party has, nor may represent that it has, any authority to act or commitments on the other Party's behalf and each Party shall indemnify the other against any loss or damage suffered as a result of any breach of this Clause 5.6.
- 5.7. The Parties agree that formal collaboration beyond the scope of this Memorandum shall be subject to a separate legal arrangement between the Parties.
- 5.8. This Memorandum may be executed in any number of counterparts, each of which so executed will be an original, but together will constitute one and the same instrument.
- 5.9. The Parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a Party to it.

SIGNED BY the duly authorised representatives of the Parties on the dated stated at the beginning of this Memorandum.

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SIGNED by
Professor B.S. Plumb
Deputy Vice-Chancellor
for and on behalf of
**THE MANCHESTER
METROPOLITAN UNIVERSITY**

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SIGNED by *Prof. Dr. Wael Munlla, president*
for and on behalf of
The University of Damascus

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