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Agreement

This agreement is entered into this 6th Day of August 2002 by and between New York Institute of Technology (hereafter "NYIT"), and Damascus University (hereafter "DU").

I. PARTIES

Damascus University (hereafter "DU") is a public sector, Multi-faculty, authorized under Syrian law, and located in Damascus, Syria.

New York Institute of Technology (hereafter "NYIT") is a private, non-profit, multi-campus, accredited university, under the authority of the State of New York, with its principle center located in old Westbury, New York, USA.

The exclusive representative of NYIT in the Middle East is Info Tech institute headed by Dr. Mohammed Hussein.

II. PURPOSES

The parties agree to undertake joint efforts to increase access to undergraduate and postgraduate professional education on the American model in certain fields allied under the rubrics of "Business Administration," "Management," "Communication," and "Technology."

Specifically, DU and NYIT will collaborate to make available the degrees of Bachelor of Arts and Master of Business Administration by means of regular program methodology on the DU campus.

In addition, the contracting parties will facilitate the delivery of NYIT courses leading to the aforementioned degrees in several disciplines to students in Syria.



Finally, the institutions will collaborate to promote the programs of NYIT in order to recruit Syrian students who would like to spend one or more semesters studying at an NYIT campus in New York.

III. RESPONSIBILITIES OF DU

DU will place a well-lit, well-located office at the disposal of NYIT on its Damascus campus, and will equip the office with long distance telephone lines and fax connections, as well as Internet and e-mail capability, and will also provide cleaning and maintenance services.

DU will provide and maintain well-lit, well equipped, and well located classrooms for NYIT's undergraduate and graduate programs on its Damascus campus.

DU will make available a well-equipped and well-located computer lab Exclusive of the equipment, staffed with qualified support, personnel, for use by NYIT's students in their computer-dependent or computer-related courses.

DU will allow NYIT's students to use all its students services and facilities (e.g. snack bars, parking lots, sports and recreation facilities, library, etc.) so long as they are respectful of the regulations governing such use and will not thereby limit or deprive DU's own students of such use.

IV. RESPONSIBILITIES OF NYIT

NYIT will furnish and equip its Damaseus campus office at its own expense and will pay for its monitored month-by-month telecommunication use.

NYIT will provide all its own instructions materials-print, Cd-Rom, video, etc. for its students.



NYIT will hire and pay its own administrative personnel. Similarly, it will retain its own tutorial and instructional staff, and will give priority consideration to personnel of relevant DU faculties.

NYIT will manage its own admission, and advisement processes.

V. STIPULATIONS

DU and NYIT stipulate that they will, together, undertake a joint promotional and advertising program the term of which will be worked out between them, and which will be incorporated within this agreement as an addendum.

The parties agree that while they are on the DU campus NYIT's students and staff will observe all DU rules and regulations, and will be subject to DU disciplinary procedures.

DU stipulates that for its administrative purposes, this agreement will be governed by, and subordinate to, its existing, its institutional assumptions, regulation, and procedures.

The parties agree that so long as this agreement remains in effect, neither will enter into any similar or comparable agreement in or for Syria with the exception of other Syrian public universities

NYIT stipulates that the tuition fees assessed to students who enroll in the programs created by virtue of this agreement will [amount to 50% of the tuition fees stipulated for NYIT students in the USA]

NYIT stipulates that the degrees earned by students recruited to the programs created by virtue of this agreement will be issued, upon satisfactory completion of all their programs' requirements in the State of New York, USA.

DU authorizes NYIT to use its address and communication access numbers in its promotional materials.



DU will permit NYIT to place discrete and necessary signage at appropriate locations on its campus, and will arrange with relevant authorities the placement of NYIT directional signage en route to its campus.

VI. FINANCIAL VARIABLES

NYIT will collect its tuition payment and fees directly from the students it enrolls and will disburse to DU ten percent (10%) of all such gross revenues. After the original period of this agreement, NYIT will disburse to DU twelve percent (12%) of all such gross revenues. NYIT will provide DU with corroborative and verifiable registration data. NYIT will disburse these sums to DU quarterly (or other) semester.

For every 12 Syrian Students from Damascus University enrolling at graduate programs, NYIT will provide and cover tuition fees for one Post-graduate Student from Damascus University.

NYIT will collect a US\$ 100 application fee from each application and will remit half of that fee to DU. NYIT will provide corroboration for its admissions fee disbursements, which will be made within twenty-one (21) days of the start of each quarterly (or other) term of study.

NYIT will pay all of the operational costs for the programs created under this agreement. With the exception of the marginal costs associated with the space, equipment and maintenance services, and the joint promotional efforts herein mentioned DU will incur no expense.

DU expects, and NYIT will provide, the same levels of compensation as those noted earlier in this section whether or not students recruited to NYIT programs from Syria, study on the DU campus or at a NYIT campus in New York.



VII. INDEMNIFICATION OF DU

NYIT shall hold DU, its principle administrators and other employees both during and after the term of this agreement, fully and effectively indemnified against all loss, claim, damage, liability or expense incurred in respect of third party claims (including but not limited to the students). Similar indemnification will be extended against to DU personal in the performance of services provided under this agreement.

VIII. REPRESENTATION & WARRANTIES

NYIT represent and warrants to DU that:

- 1- As the date of this agreement that it has full power and authority to enter into this agreement and has taken all necessary action to authorize its execution by the signatory there under.
- 2- This agreement does not violate the rules, regulations, or statues of NYIT or of the State of New York and constitutes a legal, binding and valid agreement as far as NYIT is concerned.
- 2- That the degree awarded is recognized in the State of New York.

IX. NOTICES

Any notice, request or consent required or permitted to be given or made pursuant to this agreement shall be in writing and shall be deemed to have been given or made when delivered in person to any authorized representative of the party to whom the communication is addressed.



X. TERM AND TERMINATION

This agreement shall remain in effect for a period of Sixty months, and will be renewable at the pleasure of the signatories for consecutive twenty-four months periods. Notwithstanding, following appropriate discussions, this agreement may be terminated by either party upon three months prior written notice to the other.

If this agreement is terminated by either party, both parties agree to cooperate in furnishing the educational services required hereunder until every student enrolled as a result of this agreement has completed the requirements for their respective programs or has withdrawn, whichever shall first occur. During such a period each party shall receive compensation described in the finance section of this agreement.

In the event that termination is required to prevent loss, or other serious threat, to the accreditation of either institution, then NYIT or DU may terminate it by written notice to the other without regard to the time limits set forth above.

In the event of termination, both signatories agree to stop using the other's name in promotional materials and advertising.

XI. CONTRACTUAL SPECIFICS AND ARBITRATION

NYIT and DU agree to obtain all the necessary approvals, concessions, and authorizations from all concerned authorities of the two countries. This agreement cannot be implemented or considered legally binding and fully effective until such authorizations are obtained.

This contract shall be interpreted under the laws, and within the jurisdiction of, the State of New York, USA. [And without prejudice to Syrian Laws and jurisprudence]

In the event of disagreement hereunder, the parties shall make a good faith effort to resolve it by direct face-to-face communication. If they are unable to do so within



ninety (90) days, then they agree to submit the matter for arbitration to professionally qualified arbitrator.

XII. SIGNATORIES

By their signatures below, the parties indicate their agreement to, and acceptance of, the terms and conditions set forth above.

Dr. Mohamed Y. Hussein

CONSULTANT FOR THE PRESIDENT
AND EXECUTIVE DIRECTOR FOR
THE MIDDLE EAST

New York Institute of Technology

Prof. Dr. Hani Mourtada

PRESIDENT

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Damascus University