

Dated April 2013

DUBLIN CITY UNIVERSITY

THE NATIONAL UNIVERSITY OF IRELAND MAYNOOTH

and

THE ROYAL COLLEGE OF SURGEONS IN IRELAND

FRAMEWORK COLLABORATION AGREEMENT

A & L Goodbody
Dublin

THIS AGREEMENT is dated April 2013 and made between:

- (1) **DUBLIN CITY UNIVERSITY** having its address at Glasnevin, Dublin 9, Ireland (“**DCU**”).
- (2) **NATIONAL UNIVERSITY OF IRELAND, MAYNOOTH** having its address at Maynooth, County Kildare, Ireland (“**NUIM**”);
- (3) **THE ROYAL COLLEGE OF SURGEONS IN IRELAND** a body corporate constituted by Royal Charter in 1784 (as has been amended, supplemented and/or replaced from time to time) and having its address at 123 St. Stephens Green, Dublin 2, Ireland (“**RCSI**”); and

RECITALS

A. NUIM, RCSI and DCU wish to establish a strategic framework for a collaboration between them to:-

- (i) enhance their respective research capacity through collaboration and to build their competitiveness for major and national EU research awards;
- (ii) deliver better education through co-operation in teaching and learning and joint educational programmes;
- (iii) support the development of shared services;
- (iv) contribute collectively to the cultural, social and economic development of the region;
- (v) work together to influence national higher education strategy and policy;
- (vi) enhance their national and international reputations;

while maintaining the independent status of each of the Institutions.

(the “**Collaborative Project**”).

B. To facilitate the establishment and commencement of the Collaborative Project, the parties wish to enter into this Agreement in order to (amongst other things):-

- (i) establish an agreed framework for, and objectives of, the Collaborative Project;
- (ii) provide for the establishment of a Board in order to give effect to the goals and objectives of the parties in relation to the Collaborative Project;
- (iii) allow advice and recommendations to be provided to each of the parties by the Board on key matters relating to the Collaborative Project and also relating to the functions and responsibilities of each of the parties in relation to their respective missions; and
- (iv) set out rules of membership of the Board and processes for dealing with procedural matters

regarding the operation and functioning of the Board, as well as related issues.

- C. This Agreement has been approved by, in the case of DCU and NUIM, the relevant Governing Authority and in the case of RCSI, the Council, as the case may be, for each Institution.

IT IS HEREBY AGREED as follows:

1. Interpretation

- 1.1. In this Agreement, unless the context otherwise requires:

Board Sub-Committees means the Boards to be established by the Board pursuant to Clause 4.3 and Clause 4.4 of this Agreement;

CEO means Chief Executive Officer;

Chairperson means the person jointly appointed by DCU, NUIM and RCSI as Chairperson of the Board pursuant to Clause 4.1.3;

Confidential Information means any and all information:

- (i) which is used in or otherwise relates to financial or other affairs of each of the Institutions; or
- (ii) in respect of which any Institution is bound by an obligation of confidence to a third party; or
- (iii) which is received or obtained as a result of entering into or performing, or which is supplied by or on behalf of a party in the negotiations leading to, this Agreement, including without limitation the provisions of this Agreement;

Board means the board comprising representatives of the Institutions which will report to the relevant Governing Authority or Council, as the case may be, for each Institution, to be established pursuant to Clause 3 and 4 of this Agreement;

Initial Term means the period of sixty (60) months from the date of this Agreement;

Institution means DCU, NUIM and RCSI and such other institutions, entities or organisations as may be admitted pursuant to Clause 2.4 of this Agreement;

Intellectual Property Rights means patents, trade marks, service marks, logos, get-up, trade names, internet domain names, rights in designs, copyright (including rights in computer software) and moral rights, database rights, semi-conductor topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world

Ireland means Ireland excluding Northern Ireland;

Principal Goals means the goals set out in Recital A, (i) to (vi) above;

Proposed Marks means the trade marks, names, logos and domain names listed in Schedule 2;

Reserved Matters means those functions and activities listed in Schedule 1;

- 1.2. Save as otherwise provided herein, references to Clauses and the Schedule are to those contained in this Agreement.
- 1.3. The Schedule forms an integral part of this Agreement and reference to this Agreement includes reference thereto.
- 1.4. Headings are inserted for convenience only and do not affect the construction of this Agreement.
- 1.5. Unless the context otherwise requires, words importing the singular include the plural and vice versa, words importing the masculine include the feminine, and words importing persons include companies and other bodies corporate.
- 1.6. Reference in this Agreement to writing or similar expressions includes where the context so admits transmission by facsimile, or other electronic means.
- 1.7. Unless the contrary is clearly stated, references to Acts, statutory instruments and other legislation are to legislation operative in Ireland and to such legislation amended, extended or re-enacted (whether before or after the date hereof) from time to time, and include any legislation of which it is a re-enactment (whether with or without modification) and also include any subordinate legislation made from time to time under that legislation.
- 1.8. Reference to any document includes that document as amended or supplemented from time to time.
- 1.9. All references in this Agreement to costs, charges or expenses include any value added tax or similar tax charged or chargeable in respect thereof.

2. Establishment of the Collaborative Project

- 2.1. The Institutions hereby agree to establish the Collaborative Project with effect from the date of execution of this Agreement.
- 2.2. The Institutions further agree that the purpose of the Collaborative Project shall be to further the Principal Goals without prejudice to the independent status of each of the Institutions and the Institutions agree that the Collaborative Project is not intended to create, facilitate, or encourage any formal merger or incorporation of a new or amalgamated institution by or between the Institutions.

- 2.3. The Collaborative Project shall be managed by the Board to be established pursuant to and with the functions set out in Clause 3 hereof and the Institutions agree and confirm that the Board and any Board Sub-Committees established by it pursuant to this Agreement shall not be a body corporate and shall not have a separate legal personality.
- 2.4. The Principal Goals of the Collaborative Project may at any time and from time to time be amended, replaced or otherwise varied by agreement in writing between the Institutions.
- 2.5. The Institutions hereby acknowledge and agree that additional institutions, entities or organisations may from time to time be admitted as participants in the Collaborative Project upon agreement in writing between the Institutions and subject always to any such additional institutions, entities or organisations agreeing, upon request and in writing, to be bound by the terms and conditions of this Agreement.

3. Establishment and Functions of the Board

- 3.1. The Institutions hereby agree to constitute and establish, and accordingly there shall stand constituted and established, on and from the date of this Agreement, a Board which shall comprise, as of the date of this Agreement:
 - 3.1.1. the President of DCU
 - 3.1.2. the President of NUIM; and
 - 3.1.3. the CEO of RCSI;
- 3.2. All of the members of the Board shall be nominated and appointed in accordance with and subject to the subsequent provisions of this Agreement.
- 3.3. The parties agree with and undertake to each other to procure that there is held a first meeting of the Board on a date and time to be agreed between the parties as soon as practicable on or after the date hereof.
- 3.4. The functions of the Board are to do all things necessary or expedient in accordance with this Agreement to further the Principal Goals of the Collaborative Project including without limitation the establishment of external advisory boards and the incorporation of such separate legal entities as may be deemed appropriate by the Board and except for the Reserved Matters.
- 3.5. The parties further agree with and undertake to each other that the Board will continue in existence and will not be dis-established or dissolved and its functions and the Reserved Matters shall not be supplemented or altered, without the prior written consent of each of the parties (such consent not to be unreasonably withheld or delayed).

4. Membership and Conduct of the Board

- 4.1. Unless otherwise agreed in writing between them, the Institutions agree that:-
- 4.1.1. the Board shall consist of up to three (3) representatives from each Institution, nominated in writing by each Institution to represent the respective Institution and the Board shall at all times be comprised of an equal number of representatives from each Institution;
 - 4.1.2. The members of the Board shall at all times be employees of the Institutions by whom they are nominated and the first members of the Board who shall be deemed to have been nominated by it pursuant to this Clause 4.1.2, are:
 - (1) Prof. Brian McCraith;
 - (2) Prof. Philip Nolan; and
 - (3) Prof. Cathal Kelly.
 - 4.1.3. The Board shall at all times have a Chairperson who, subject to Clause 4.1.4, shall be the President or Chief Executive Officer of an Institution appointed, on a rotating basis, from each Institution. The first Chairperson shall be deemed to have been jointly and collectively nominated on the date of this Agreement by the Institutions, pursuant to this Clause 4.1.3, and shall be Prof. Brian McCraith. Any subsequent Chairperson shall be appointed jointly and collectively between the Institutions.
 - 4.1.4. The Board may appoint a person other than one of the current members of the Board to act as Chairperson (an "External Chairperson") provided always that any External Chairperson is not an employee of any of the Institutions and shall act as a facilitator in respect of the functions of the Board and have no rights or powers to vote or otherwise determine or veto any functions or decisions of the Board. For the avoidance of doubt an External Chairperson will not be considered a director or a member of the Board for the purposes of this Agreement or otherwise.
 - 4.1.5. The first Chairperson, and any subsequent Chairpersons, shall hold office for a term to be agreed by the Board.
 - 4.1.6. Unless otherwise specified in this Clause 4, the term of office of a member of the Board shall be for a period of thirty-six (36) months from appointment, unless otherwise agreed between the Institutions or unless or until he or she sooner dies or resigns, or ceases to be a member under Clause 4.1.9 and such appointment shall be capable of renewal by nomination pursuant to Clause 4.1.1.
 - 4.1.7. Each member of the Board shall be deemed to have been appointed to the Board on the date on which he shall have been nominated in that regard by DCU, NUIM or RCSI as the case may be unless otherwise agreed in writing between the parties.
 - 4.1.8. In the event of a vacancy arising through the death or resignation of a member of the Board, (the **Retiring Member**), the Institution which originally appointed the Retiring Member, shall, as soon as practicable, nominate another person to be a member of the Board in place of the Retiring Member, and any person so appointed shall hold office as

a member of the Board in accordance with Clause 4.

- 4.1.9. A member of the Board shall *ipso facto* cease to be a member if that member, ceases for any reason, to be an employee of the Institution by whom it was employed at the date that member was appointed to the Board.
- 4.1.10. The Board shall hold such and so many meetings as may be necessary for the performance of its functions as set out in Clause 3, provided that there shall be not less than for four (4) meetings held in each period of twelve (12) months commencing on the date of this Agreement;
- 4.1.11. The Board shall be entitled to adopt (and the parties shall procure that at its first meeting to be held as soon as practicable or after the execution of this Agreement, that it shall adopt) its own standing orders governing the convening of and procedures to be followed at its meetings, and the performance of its functions pursuant and subject always to the terms and conditions of this Agreement;
- 4.1.12. The Chairperson may, at any time, call a meeting of the Board and shall do so forthwith upon having been presented with a written requisition for that purpose, signed by any member of the Board.
- 4.1.13. At any meeting of the Board minutes of the proceedings of each meeting of the Board shall be entered in a book kept for that purpose and shall be signed by the Chairperson of the meeting or of the next ensuing meeting.
- 4.2. All acts of the Board and all issues coming or arising before the Board shall be done and decided by a unanimous decision of all members of the Board with each member having one vote on behalf of its nominating Institution provided that nothing in this Clause 4.2 shall prevent any of the Institutions from giving effect to any decision of the Board without the participation of some or all the other Institutions(s).
- 4.3. The Board may appoint Board Sub-Committees which may include persons who are not members of the Board, to assist the Board in relation to the performance of its functions and to furnish advice on particular aspects of its functions, and any Board Sub-Committee so appointed shall act subject to such directions as may be given to it by the Board from time to time. No functions or powers delegated to a Board Sub-Committee shall be sub-delegated without the prior written consent of the Board.
- 4.4. The Board shall be entitled to adopt its own standing orders, procedures and protocols governing the establishment, number, composition, objects, powers and functions of the Board Sub-Committees.
- 4.5. The parties acknowledge and agree that, in discharge of its functions or responsibilities, neither the Board nor any member thereof, nor any of the Institutions may enter into any contract, agreement, arrangement or understanding, or make any representation or commitment, which is

legally binding or intended to be legally binding on any or all of the Institutions, without the prior approval in writing of the party or parties intended to be, or who would be, legally bound thereby. The parties further acknowledge and agree that neither the Board nor any member thereof, nor any of the Institutions, shall act as agent of DCU, NUIM or RCSI (as the case may be) without the prior approval in writing of DCU, NUIM or RCSI (as the case may be).

5. Responsibilities and Obligations of the Institutions

- 5.1. DCU, NUIM and RCSI each declare that the establishment of both the Collaborative Project and the Board, and the carrying out by the Board of its functions, are in the best interests of, amongst other things, the furtherance of the Principal Goals and accordingly DCU, NUIM and RCSI each covenants with and undertakes to each other, as follows:-
 - 5.1.1. That it shall act in good faith to support the establishment and activities of the Collaborative Project in accordance with and subject to the terms of this Agreement;
 - 5.1.2. That it shall act in good faith in order to give effect to the Principal Goals of the Collaborative Project, as the same may be amended, replaced or otherwise varied from time to time by agreement in writing between the parties;
 - 5.1.3. That it shall act in good faith to support and fully participate in the functions of the Board in accordance with and subject to the terms of this Agreement.
- 5.2. The Institutions agree that they shall, as soon as practicable following the execution of this Agreement and in any event within six (6) months from the date of this Agreement, negotiate in good faith with a view to entering into a further agreement providing for such specific financial responsibilities of the parties with regard to the funding of the work of the Board and of the Collaborative Project, and to incorporate one or more separate legal entities as may be agreed to be necessary or desirable to further the Principal Goals.
- 5.3. The Institutions each agree to give due and careful consideration to all advice and recommendations of the Board in the performance of its functions, taking into account the provisions of this Agreement and in particular the declarations of the parties contained in Clause 5.1. The parties further agree to put in place effective means by which all such advice and recommendations may be regularly and effectively communicated to the relevant Governing Authority or Council, as the case may be, of each Institution.
- 5.4. The Institutions hereto further agree that they shall not give or procure the giving of directions or instructions by them or on their behalf to the Board or any member thereof which would have as their object or effect the fettering of the discretion of the Board in the proper performance of its functions.
- 5.5. The Institutions agree to take all necessary steps to ensure, so far as practicable, that any financial or other resources allocated by the Institutions to the Board, or which may at any time be under the control of the Board, shall be properly managed and deployed for the purpose of

furthering the Principal Goals.

- 5.6. Save as specifically provided in this Agreement or otherwise as may be agreed in writing between them, the Institutions shall not be obliged to sell, transfer, lease, or agree to sell, transfer or lease any assets or liabilities to, delegate any functions, duties or responsibilities to, confer any benefits on, or contribute financially to, the Collaborative Project or the Board or to or on each other or any other person.

6. Confidentiality

- 6.1. The Institutions undertake with each other, during and following termination or expiry of this Agreement, that they shall preserve the confidentiality of, and not directly or indirectly reveal, report, publish, disclose, transfer or use for their own or any other purposes Confidential Information except:

6.1.1. in the circumstances set out in Clause 6.1.2;

6.1.2. to the extent otherwise expressly permitted by this Agreement; or

6.1.3. with the prior written consent of the Institution to whose affairs such Confidential Information relates.

- 6.2. The Institutions are permitted to disclose Confidential Information:

6.2.1. where the Confidential Information is in or, after the date of this Agreement, enters the public domain otherwise than as a result of: (i) a breach by any of the Institutions of its obligations in this Clause 6.1 or (ii) a breach by the person who disclosed that Confidential Information of a confidentiality obligation where any of the Institutions is or was aware of such breach;

6.2.2. if and to the extent that an Institution discloses Confidential Information to any person:

(a) in compliance with any requirement of law;

(b) in response to a requirement of any regulatory or governmental authority or court having jurisdiction over that Institution; or

(c) in order to obtain tax or other clearances or consents from the Revenue Commissioners or other relevant tax or regulatory authorities;

provided that any such information disclosable pursuant to sub-Clauses (a), (b) or (c) may, to the fullest extent permitted by law, be disclosed only after informing the Institution to whose affairs such Confidential Information relates.

7. Intellectual Property

- 7.1. The Institutions agree that nothing in this Agreement shall operate to transfer any Intellectual Property Rights between the Institutions.
- 7.2. The Institutions agree that NUIM shall, within a time period to be agreed by the Board, take steps to document and apply for registration of such trade marks, names, logos and domain names, including without limitation the Proposed Marks, as the Board may decide are required or are likely to be required in the furtherance of the Principal Goals (the "**Proposed Brand**") and NUIM shall, within fourteen (14) days of the request by the Board, grant such licence to use the Proposed Brand as may be necessary to enable each Institution to perform its obligations under this Agreement and to execute and do all such documents, acts and things as may reasonably be required to vest, in any legal entity as the Board may decide to incorporate and nominate, all right, title and interest in the Proposed Brand.
- 7.3. Each Institution undertakes that it will not, without the prior written consent of the other Institutions, at any time, directly or indirectly use or attempt to use in the course of any business or otherwise on its own account or in connection with or on behalf of any person any Proposed Marks or any name, combination of words or abbreviation used or owned by any Institution or any other name, combination of words or abbreviation which is likely to be confused with the Proposed Brand (whether or not such name, combination of words or abbreviation is used in conjunction with any other name, place or description).
- 7.4. The costs incurred by NUIM pursuant to this Clause 7 shall be agreed by the Board prior to taking steps to document and apply for registration of such trade marks, names and logos and shall be allocated and borne equally between the Institutions.

8. **Term**

- 8.1. This Agreement shall commence on the date hereof and shall continue in full force and effect for the Initial Term unless and until terminated in accordance with the provisions of Clause 9.

9. **Review, Renewal and Termination**

- 9.1. The Institutions shall meet on the first anniversary of the date of this Agreement, not later than six (6) months prior to expiry of the Initial Term and on such other date as may be agreed between them in order to review the effectiveness of this Agreement and any aspect of, the Collaborative Project and following such review may (but shall not be bound to) make such amendments or variations to the provisions of this Agreement as may seem necessary or desirable to them and as shall be agreed in writing between them including to extend the Agreement on expiry of the Initial Term for a period to be agreed between them.
- 9.2. Further reviews may, if agreed between the parties, take place on each successive anniversary of this Agreement (or any other date(s) as may be so agreed) and the provisions of Clause 9.1 shall apply in any such case *mutatis mutandis*.

- 9.3. Notwithstanding any other provision of this Agreement, but subject to the terms of this Clause 9.3, any Institution may withdraw from this Agreement by giving to the other party or parties hereto not less than twelve months' prior written notice to that effect, such notice not to be served before expiry of thirty-six (36) months from the date of this Agreement, or in the case of any other institutions, entities or organisation as may be admitted pursuant to Clause 2.4 of this Agreement from the date of their admission. The party serving any such notice of withdrawal shall not be required to provide its reasons for serving same.
- 9.4. Forthwith upon and in any event not later than fourteen (14) days from the service of any such notice of withdrawal pursuant to Clause 9.3, all of the parties hereto shall meet in good faith to discuss the consequences for the Collaborative Project or any part thereof of such withdrawal, and shall use all reasonable endeavours to agree, (in consultation with any external agencies and regulatory authorities, if necessary), a detailed plan for the transfer of any responsibilities or functions to any other person or body, and shall co-operate with each other and, if necessary, with any such agencies, authorities, persons or bodies as aforesaid in order to give effect to any such transfer and for the making of any announcements in respect of such withdrawal.
- 9.5. A notice of withdrawal shall operate so as to terminate the rights and obligations hereunder of the party which shall have served same, on and with effect from the effective date of such notice as provided by Clause 9.3. A notice of withdrawal shall not, unless all of the remaining parties so agree, operate so as to terminate this Agreement as between those remaining parties. A party withdrawing from this Agreement shall not be entitled to be repaid any monies or other contribution(s) made by it, or on its behalf, to the Collaborative Project.
- 9.6. Any notice of withdrawal served in accordance with the provisions of this Clause 9 may, by agreement in writing between the parties, be withdrawn by the party which shall have served it within fourteen (14) days of the date of service of same, but after the expiry of the said period of fourteen (14) days, such notice shall be deemed to be irrevocable.

10. **Warranties and Representations**

- 10.1. Each party warrants and represents to the other party that:
- 10.1.1. it has full authority, power and capacity to enter into and carry out its obligations under this Agreement;
 - 10.1.2. all necessary acts and things have been taken or done to enable it lawfully to enter into and carry out its obligations under this Agreement; and
 - 10.1.3. when executed, this Agreement will create obligations which are valid and binding on it and enforceable in accordance with their terms.

11. **Relationship of the Parties**

- 11.1. Nothing in this Agreement is intended, or shall be deemed, to establish any partnership or joint

venture of any kind between the parties hereto, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

12. Costs

12.1. Each party will bear and discharge its own costs, charges and expenses arising in connection with the negotiation and execution of this Agreement.

13. Notices

13.1. Any notice or other communication given or made under this Agreement shall be in writing and may be delivered to the relevant party or sent by pre-paid registered post or facsimile to the address of that party as follows:

For DCU:

Chief Operations Officer
Dublin City University
Glasnevin
Dublin 9
Ireland

Phone: 00 353 1 7005000

Fax: 00 353 1 7005888

For NUIM:

The Bursar
National University of Ireland Maynooth
Maynooth,
County Kildare,
Ireland

Phone: 00 353 1 7083620

Fax: 00 353 1 6289177

For RCSI:

Deputy CEO
The Royal College of Surgeons in Ireland
123 St. Stephen's Green
Dublin 2
Ireland

Phone: 00 353 1 4022164

Fax: 00 353 1 4022460

With a copy to:

Head of Legal Affairs
The Royal College of Surgeons in Ireland
123 St. Stephen's Green

Dublin 2
Ireland

Phone: 00 353 1 4028554

Fax: 00 353 1 4022460

- 13.2. Unless the contrary is proved, each such notice or communication will be deemed to have been given or made and delivered, if by post 48 hours after posting, if by delivery when left at the relevant address or, if by facsimile upon transmission, subject to the correct code or facsimile number being received on the transmission report.

14. **Counterparts**

- 14.1. This Agreement may be executed in any number of counterparts, and by the several parties to it on separate counterparts, each of which when so executed will constitute an original but all of which together will evidence the same Agreement.

15. **Dispute Resolution**

- 15.1. In the event of any dispute or difference arising out of or in connection with or relating in any way to this Agreement (including but not limited to any dispute or difference relating to the formation, interpretation or performance of this Agreement), then the Institutions shall follow the dispute resolution procedures set out in this Clause 15.
- 15.2. Any Institution shall serve the other Institutions with a written notice of the dispute or difference in accordance with Clause 13 (a **Dispute Notice**), setting out its nature and such particulars as shall be then available to that Institution.
- 15.3. Within ten (10) days of a Dispute Notice being deemed to have been duly served pursuant to Clause 15.2, the Institutions shall consult and negotiate with each other and, recognising their mutual interests, shall attempt to reach a binding settlement in writing satisfactory to all the Institutions.
- 15.4. If all the Institutions do not reach a binding settlement in writing within a period of thirty (30) days (the **Negotiating Period**) of the date on which the Dispute Notice shall be deemed to have been duly served in accordance with Clause 15.2, then any Institution may, by a further written notice served on all the other Institutions in accordance with Clause 13, within a further period of ten (10) days commencing on the day following the expiry of the Negotiating Period, refer the dispute or difference to the Chancellor of the National University of Ireland who shall facilitate the Institutions in their attempt to reach a binding settlement in writing satisfactory to all the Institutions.
- 15.5. If a binding settlement has not been reached within two (2) months of being referred in accordance with Clause 15.4, the provisions of Clause 16 shall apply as regards any such unresolved dispute or difference.
- 15.6. Nothing in this Clause 15 shall prevent or restrict a party from commencing proceedings to obtain

injunctive or equitable relief or remedy prior to or during the procedure set out herein.

16. Governing Law and Jurisdiction

- 16.1. This Agreement and the relationship between the parties shall be governed by, and interpreted in accordance with, Irish law.
- 16.2. Each of the parties agree that the courts of Ireland are to have exclusive jurisdiction to settle any dispute (including claims for set off and counterclaims) which may arise in connection with the creation, validity, effect, interpretation or performance of, or the legal relationships established by, this Agreement or otherwise arising in connection with this Agreement and for such purposes irrevocably submit to the exclusive jurisdiction of the Irish courts.

SCHEDULE 1

RESERVED MATTERS

- The entry into any sale, transfer, lease, licence or other disposal of any land or property or incurring any expenditure or liability in respect of any land or property;
- Incurring any financial expenditure or the entry into any financial commitment that exceeds the financial resources allocated to the Board by the Institutions, or which may at any time be under the control of, the Board;
- Approval of programmes of study;
- Selection, admission, retention and exclusions of students;
- The conduct or governance of examinations, the determination of examination results, the procedures for appeals by students relating to the results of examinations;
- The evaluation of academic progress and the awarding of fellowships, scholarships, bursaries, prizes or other awards in relation to programmes or students proceeding to degrees and other academic qualifications including those jointly awarded by any of the Institutions.

SCHEDULE 2

PROPOSED MARKS

Trade Marks

“The 3U Partnership”

“The 3U University Consortium”

“The 3U Consortium”

“The 3U”

Domain Names

www.the3Upartnership.com

www.the3Uuniversityconsortium.com

www.the3Uconsortium.com

www.the3U.com

www.the3Upartnership.ie

www.the3Uuniversityconsortium.ie

www.the3Uconsortium.ie

www.the3U.ie

www.the3Upartnership.eu

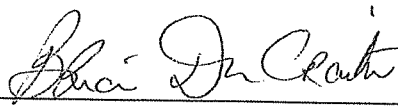
www.the3Uuniversityconsortium.eu

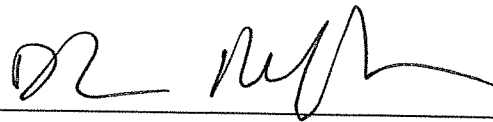
www.the3Uconsortium.eu

www.the3U.eu


IN WITNESS whereof this Agreement has been duly executed by the parties to it on the date set out at the beginning of this Agreement.

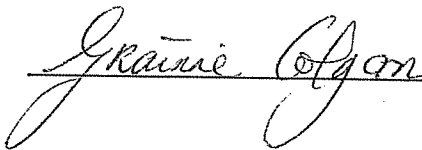
GIVEN UNDER THE COMMON SEAL
Of DUBLIN CITY UNIVERSITY
in the presence of:




_____ (1)

GIVEN UNDER THE COMMON SEAL
Of NATIONAL UNIVERSITY OF IRELAND,
MAYNOOTH
in the presence of:





GIVEN UNDER THE COMMON SEAL
Of THE ROYAL COLLEGE OF SURGEONS
IN IRELAND
in the presence of:

