

MEMORANDUM OF UNDERSTANDING **between**

Athlone Institute of Technology
and
The National University of Ireland Maynooth

establishing **a** **STRATEGIC PARTNERSHIP**

PREAMBLE

This Memorandum of Understanding (MOU) is entered into by and between Athlone Institute of Technology (“AIT”) with a registered address at Dublin Road, Athlone, County Westmeath, and the National University of Ireland, Maynooth (“NUI Maynooth”) with a registered address at Maynooth, Co. Kildare, Ireland.

Full Name (AIT) and the Full Name (NUI Maynooth) are referred to collectively as the “Parties” or individually as “Party”.

Rationale for a Strategic Partnership between AIT and NUI Maynooth

NUI Maynooth and AIT each have distinctive and complementary visions reflecting their respective roles and histories within the university and IoT sectors of the national system of higher education. Both institutions offer excellent academic programmes and a stimulating learning environment, have strong reputations in specific research areas, effectively engage with enterprise and the community especially within the region they serve, and are highly internationalised for the benefit of all students and staff. Both institutions work strategically, and now propose to work collaboratively, to enhance teaching and student learning, increase the quality and impact of research, extend their enterprise and community engagement, and further internationalise

Together, though with different emphases and complementary missions, both institutions provide an extensive range of programmes spanning the education and qualifications spectrum from levels 6 to 10 to socially diverse cohorts of full-time and part-time students. The two institutions together are the major providers of higher education in the Midlands and Mid East regions.

The rationale for a strategic partnership between AIT and NUI Maynooth is based on the following considerations:

- Together the two institutions can enhance the current and future provision, and opportunities for access, transfer and progression, along a broad spectrum of educational opportunities across NQF levels 6-10 within the region,
- The quality of postgraduate education, especially at PhD level, can be enhanced for all students via participation in structured programmes and arrangements where appropriate for joint teaching and supervision,
- Connecting specialised and focused areas of research expertise enhances the strength and sustainability of such expertise,
- The different traditions of the two institutions have contributed to different models of engagement with local enterprises and communities; working together there will be scope to enhance the effectiveness of such engagements,
- Collaborative provision of academic supports for staff and students, and other services, may provide opportunities for enhanced effectiveness and greater efficiencies.

Furthermore, through a programme of effective bilateral collaboration the two institutions can together contribute more strategically to the development of a regional higher education cluster as envisaged in the National Strategy for Higher Education to 2030.

RECITALS

1. AIT and NUI Maynooth wish to establish a strategic partnership for identifying and developing potential opportunities for collaboration between them.
2. **The “Collaborative Project”**

The scope of the collaboration, the “Collaborative Project” covered by this MOU will include, but may not be limited to:

- (a) Collaboration in academic programmes, at postgraduate and/or undergraduate level, including joint programmes, where such collaboration would serve the needs of students and is consonant with the differentiated missions of the collaborating institutions;
- (b) Delivering better undergraduate education in the region through improved access and progression pathways, cooperation in professional development of academic staff, and sharing of expertise in student supports;
- (c) Enhancing their research capacity through collaboration and joint research programmes
- (d) Strengthening graduate education programmes including structured PhDs;

- (e) Co-ordinating and collaborating in research commercialisation and knowledge transfer activities,
- (f) Contributing collectively to cultural, social, and economic development in the region;
- (g) Co-operating in the recruitment of international students and the further internationalisation of each institution;

while maintaining the independent and autonomous status and complementary missions of each of the institutions.

3. To facilitate the establishment and commencement of the Collaborative Project the parties wish to enter into this MOU in order to:
- (a) Establish an agreed framework for, and, objectives of the Collaborative Project;
 - (b) Provide for the establishment of a governance structure in order to give effect to the objectives of the parties in relation to the Collaborative Project;
 - (c) Set out rules regarding membership of the governance structure and processes for dealing with procedural matters regarding the operation and functioning of the governance structure and its relationships with the management and governing structures of the parties.

IT IS HEREBY AGREED as follows:

4. Framework for establishment of the Collaborative Project

- (a) National University of Ireland, Maynooth and Athlone Institute of Technology hereby agree to establish the Collaborative Project with effect from the date of execution of this MOU.
- (b) This Collaborative Project will complement other strategic partnerships in higher education such as the 3U Partnership involving NUI Maynooth, DCU and RCSI and contribute to the development of a regional higher education cluster as envisioned by the *National Strategy for Higher Education to 2030* and as outlined by the Minister for Education and Skills as government policy on the structure of the national system of higher education.
- (c) AIT and NUI Maynooth further agree that the purpose of the Collaborative Project shall be to progress collaboration in relation to the activities listed

5. Governance Structure for the Collaborative Project

- (a) The governance structure for the Collaborative Project will be known as the Athlone IT-NUI Maynooth Steering Group. It will consist of an equal number of representatives, no fewer than two and no more than six, from each institution nominated by their respective Presidents. The Steering Group will have a Chairperson; this position will rotate between the institutions on a basis agreed by the Presidents of the two institutions but no less frequently than every two years. The Steering Group may establish sub groups or task forces, which may include members who are not part of the Steering Group, to assist with the scoping development or implementation of any initiatives linked to those activities listed in 2 (a) to 2 (g) above,
- (b) The activities of the Collaborative Project may from time to time be amended, replaced or otherwise varied by agreement in writing between the Parties.
- (c) A member of the Steering Group 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 Steering Group,
- (d) The Steering Group shall hold such and so many meetings as may be necessary for the performance of its functions 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.

6. Responsibilities and Obligations of the Parties

NUI Maynooth and AIT each declare that the establishment of both the Collaborative Project and the Steering Group, and the carrying out by the Steering Group of its functions requires each party to undertake to

- (a) Act in good faith to support the establishment and activities of the Collaborative Project in accordance with and subject to the terms of this MOU,
- (b) Act in good faith in order to give effect to the proposed activities 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,
- (c) Act in good faith to support and fully participate in the functions of the Steering Group in accordance with and subject to the terms of this MOU.

The Parties each agree to give due and careful consideration to all advice and recommendations of the Steering Group in the performance of its functions, taking into account the provisions of this MOU. 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 of each Institution.

The Parties understand that any/all financial arrangements which may arise out of this memorandum will be separately negotiated by the Parties and will depend on the availability of funds.

The Parties further agree to take all necessary steps to ensure, so far as practicable, that any financial or other resources allocated by the Parties to the Steering Group or which may at any time be under the control of the Steering Group, shall be properly managed and deployed for the purpose of furthering the agreed activities of the Collaborative Project.

7. Confidentiality

The Parties agree that no confidential or proprietary information shall be shared in any collaboration under this MOU. If a Party wishes to disclose information it considers to be confidential, or proprietary, it shall only do so after a written confidentiality agreement has been entered into with the other Party or Parties.

The parties further undertake with each other, during and following termination or expiry of this MOU, 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 (i) to the extent expressly permitted by this MOU or (ii) with the prior written consent of the Institution to whose affairs such Confidential Information relates.

8. Intellectual Property

The Parties agree that nothing in this MOU shall operate to transfer any Intellectual Property Rights between the Institutions.

Treatment of Intellectual Property rights, where developed through a collaboration under this MOU, shall be determined by the Parties concerned through negotiation, having due regard to their respective policies and regulations as to ownership and exploitation. The agreed negotiated terms shall be covered in separate written agreements between the Parties.

9. Publicity/Publications

No Party shall use the name of any other Party in any advertising, promotional or similar materials without the express written permission of the other Party (Parties). The Parties agree to coordinate all public announcements regarding the activities provided for under this MOU.

10. Amendments

This MOU may be amended or modified by the written agreement signed by the President of each Party.

11. Dispute Resolution

In the event of any dispute arising in respect of any provision of this MOU the Parties shall make every reasonable effort to resolve all issues fairly by negotiation.

Any dispute which cannot be settled amicably shall be referred to the Presidents or their designees who will meet as often, for a duration and as promptly as the Parties in question reasonably deem necessary to discuss and negotiate in good faith to resolve the dispute.

Any legal proceedings arising from a dispute will be conducted in accordance with the laws of Ireland.

12. Term & Termination

While the agreement can be terminated by either party upon six months' advance written notice, in the absence of such a termination and in the event that the agreement is not superseded by a later agreement, it will be presumed to be extended until such time as either party chooses to terminate it.

13. Disclaimer and Status of the Parties

The relationship of the Parties to each other is that of independent and autonomous organisations. Nothing in this MOU shall be construed to create any partnership or joint venture between the Parties. Nothing in this MOU restricts the right of any Party to enter into agreements with other organisations or entities for any purpose.

14. Contact Name/Point of Contact

Each Party agrees that for the purposes of this MOU, a member of staff has been designated to act as Point of Contact for any queries in respect of the MOU.

For NUI Maynooth, the name and contact details for the designated person is:

Professor James Walsh
Vice President for Strategy and Quality
National University of Ireland Maynooth
Maynooth
Co. Kildare

vicepresident.strategy@nuim.ie

For AIT, the name and contact details for the designated person is:

Dr Joseph Ryan
Academic Registrar
Athlone Institute of Technology
Co Westmeath

Josephryan@ait.ie

15. Approval

Signed on behalf of the National University of Ireland, Maynooth

Professor Philip Nolan
President
National University of Ireland, Maynooth

Date

Signed on behalf of Athlone Institute of Technology

Professor Ciarán O Cathain
President
Athlone Institute of Technology

Date