

MEMORANDUM OF UNDERSTANDING
between
DUBLIN CITY UNIVERSITY
and
DUNDALK INSTITUTE OF TECHNOLOGY

with a view to
establishing
a
STRATEGIC ALLIANCE

PREAMBLE

This Memorandum of Understanding (MOU) is entered into by and between DublinCity University, with a registered address at Glasnevin, Dublin 9, Ireland and Dundalk Institute of Technology with a registered address at Dublin Road, Dundalk, CountyLouth.

DCU and the Dundalk Institute of Technology are referred to collectively as the "Parties" or individually as "Party".

Whereas:

(a) Dublin City University (DCU)

Having admitted its first students in 1980, as NIHE Dublin, and been established as a University in 1989, Dublin City University (DCU) is a dynamic, research intensiveinstitution. Radical in its strategy from the outset, it is characterised by a focus on innovation and entrepreneurship, close engagement with the enterprise sector in its research and education activities, and the ability to move quickly and effect change. DCU has 4 Faculties:

- Science & Health
- Engineering & Computing
- Humanities & Social Sciences
- DCU Business School

and is home to a number of world-class research centres that focus on translating their outputs into societal and economic benefits.

A distinctive mission to transform lives and societies through education, research and innovation underpins the delivery of over 120 degree programmes to 11,500 students.

(b) Dundalk Institute of Technology

Founded in 1970, Dundalk Institute of Technology (DkIT) is dedicated to playing a key role in the economic, social and cultural development of the north east region including the Dublin -Belfast Corridor. It offers a range of programmes from Level 6 to 10 to 5,000 students.

DkIT has four Schools:

- School of Business and Humanities
- School of Engineering
- School of Informatics and Creative Arts
- School of Health and Science

It has developed a significant, internationally-recognised research capacity, which is underpinned by an entrepreneurial and innovation ecosystem. The Institute has consolidated its research into cross cutting interdisciplinary research themes of ICT, Health and Ageing; Energy and Environment, and Creative Arts. DKIT is now recognised as one of the leading Institutes of Technology in terms of its research, enterprise and innovation agenda.

Context & Purpose

North-South political progress, the development of the all-island economy and the emergence of the Dublin - Belfast Corridor and the North East region as Ireland's dominant economic driver provide the impetus for a significant partnership between Dublin City University and Dundalk Institute of Technology. This partnership will consolidate education and research foundations for this economic corridor.

This corridor will develop into a large metropolitan region in the near future. By 2020 this region will house over 60% of Ireland's population, and will generate close to 70% of Ireland's GDP. As Ireland's dominant economic driver, the Dublin - Belfast Corridor and the North Eastern region will play the leading role in Ireland's economic recovery.

DCU and DkIT have placed service to Irish society and its economy at the core of their mission since their foundation. This goal unifies both Institutions. Through national and global engagement, they both deliver

on this mission using the key drivers of teaching, research, knowledge transfer and enterprise and innovation to all of the citizens that they serve. Their shared outlook and history of mutual co-operation will now be further developed through an enhanced strategic alliance. This alliance will ensure greater access and progression opportunities for all learners, from all backgrounds, with more flexibility and efficiency of delivery as key features. Combined, the two institutions will support enterprise and innovation in the economy in a manner that both operating independently could not achieve.

The resulting synergies in the strategic co-development of higher education needs along the Eastern Corridor and North East Region will align strongly with the National Strategy for Regional Clusters, as articulated in the HEA Landscape Document. In keeping with national policies, inclusion of Northern Ireland will be a key part in producing a coherent and cost effective education and research strategy for the Eastern Corridor in future. Ultimately this alliance will enable both institutions to widen the access opportunities for the population of the Eastern Corridor and ensure that they play a co-ordinated role in the economic development of the North East Region.

The purpose of this Memorandum of Understanding is to provide a framework for a strategic alliance between the parties by setting out those areas which both institutions have agreed to explore with a view to implementation.

Areas for Exploration in Year 1 - 3

Teaching and Learning

- a. Defined Access and Progression Opportunities between both Institutions.
- b. Provision of DCU awards for all Programmes at Level 9 and 10 for DkIT registered students.
- c. Alignment of relevant Quality Assurance Procedures.
- d. Sharing of best practice in Teaching & Learning.
- e. Flexible Delivery.
- f. Work Placement Programmes.

Research

- a. Further development of existing research partnerships whilst exploring the potential for new partnerships.
- b. Enhanced structured graduate education and research supervisory training programmes through joint provision.
- c. Joint cross border, national and international research funding submission.
- d. Formation of Joint Research Centres.
- e. Joint research dissemination and outreach activities

Community Engagement

- a. Joint community engagement initiatives to include civic, social, cultural and public events.
- b. Joint development of performance indicators for community engagement.
- c. The development of joint targets for community and regional engagement.

Enterprise, Innovation and Technology Transfer

- a. Further development of the regional approach to entrepreneurship and innovation by combining the expertise of the RDC, DCU Invent and the DCU Ryan Academy for Entrepreneurship.
- b. Development of the Centre of Excellence in Innovative Enterprise Creation.
- c. Provision of an enhanced knowledge base to support regional innovation.
- d. Joint efforts to boost Foreign Direct Investment in the region.
- e. Alignment of approaches to regional engagement and economic development.

Internationalisation

- a. Marketing and recruitment of International Students.
- b. Development of Quality Assurance Policies in Internationalisation
- c. Opportunities for Staff and Student Exchange.

A plan of action covering the areas outlined above will be agreed by both parties within 6 months of the signing of this MOU.

Areas for Exploration in Years 3 +

- a. Development of Joint Awards at Level 8.
- b. Development of Joint Integrated Training Programmes.
- c. Joint Programme Development.
- d. Development of Joint Study Abroad offerings.

Other

- a. Examination of cost savings from development of certain shared services.

Scope

This MOU articulates the intentions of the Parties to work cooperatively and does not create any legally binding commitments. Should the Parties agree at any stage to undertake specific joint projects that are legally binding they shall conclude separate written agreements to govern the specific project or collaboration.

Financial Provisions

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.

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 DCU, the name and contact details for the designated person is:

Ciarán Ó Cuinn
Executive Director
External & Strategic Affairs
DCU
Dublin 9

ciaran.ocuinn@dcu.ie

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

Dr. Edel Healy
Head of School of Health & Science
Dundalk Institute of Technology
Dublin Road
Dundalk
County Louth

edel.healy@dkit.ie

Confidential Information

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.

Intellectual Property

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.

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.

Amendments

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

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.

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.

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.

Approval

Signed on behalf of Dublin City University



Professor Brian MacCraith
President
Dublin City University

20.7.12.
Date

Signed on behalf of Dundalk Institute of Technology



Mr. Denis Cummins,
President
Dundalk Institute of Technology

20/7/2012
Date