

## Memorandum of Understanding (MoU)

Between

**Sustainable Premium Education Consultancy Services (SPECS) LTD,  
UK**

**&**

**Al-Sham Private University  
Damascus, Syrian Arab Republic**

*Sustainable Premium Education Consultancy Services (SPECS) and Al-Sham Private University* having agreed to form a professional partnership for potential collaborations in mutual identified areas to support the development plans of Al-Sham Private University in order to enhance the quality of the university's academic system in alignment with the most relevant international models of excellence. The required development is to be achieved through the design and implementation of the most relevant, innovative, and sustainable solutions that would support the institutional development plans leading Al-Sham Private University to acquire the required national and international recognition as well as a continuous and sustainable enhancement of the university's academic excellence.

**10<sup>th</sup> June 2020**

## THIS MOU IS BETWEEN:

1. *Sustainable Premium Education Consultancy Services (SPECS) LTD*, based in UK with main office located at 20-22 Wenlock Road, Hoxton, London N1 7GU, UK (hereinafter called “SPECS”), in which the expression “SPECS” shall mean to include any affiliates, subsidiaries, associate organizations, employees and consultants of SPECS, LTD irrespective of the jurisdiction in which they may be located, and;
2. *Al-Sham Private University* (Hereinafter called **UNIVERSITY**), in which the expression “university” shall mean to include any affiliates, subsidiaries, associate organizations, employees of the university irrespective of the jurisdiction in which they may be located.

Together hereinafter are collectively referred to as the “**Parties**”, or each singularly as a “**Party**”.

### Article I: Objective of the MoU

The purpose of this MoU is to develop a mutually beneficial long standing partnership between the two parties aimed at supporting the university with the development and implementation of strategic plans with regard to the excellence of academic system, international accreditation, effectiveness of quality assurance systems, the development of the colleges and departments and capacity building, as well as repositioning the university in the most relevant Global Ranking. These aims will require design and implementation of a sequence of projects starting with a **gap analysis study** to identify the areas in need of improvement or redesign to the development of the required solutions following the best international practices while characterizing the required processes and skills to support the university’s development plans leading to the targeted placement and/or enhancement of its position in the global ranking.

The MoU may also be extended to identify and offer other consultancy services that will be mutually agreed upon at following stages based on the university needs, priorities, requirements and in-line with the core areas of expertise of SPECS. All agreed-upon projects in the subsequent phases will be detailed in separate agreements together with their financial implications and time frames.

### Article II: Scope of the MoU

Subject to mutual consent, the areas of cooperation between the parties will involve the design and implementation of specific agreed-upon projects with time-framed deliverables following the communication between the Executive Team of SPECS and the Leading Team of the university. These typically may involve the following and not limited to:

- 2.1. A pre-assessment study to identify the opportunities and areas for improvement to support the decision making and plan for the strategic priorities and future projects.
- 2.2. The transferring of the ‘know-hows’ and good practices as well as mentoring and coaching the development in the core areas required by the university and related to SPECS’s expertise (For instance, the international accreditation processes)
- 2.3. To work with the university on applying the relevant international accreditations standards at both institutional and program levels.
- 2.4. To provide support in reviewing the academic programs and aligning them with the international accreditation standards, latest technologies and practices.
- 2.5. To support building teaching and learning capabilities including the development of teaching

- and learning strategies, policies and implementing the latest technologies.
- 2.6. To enhance the quality of the academic programs in alignment with the international standards and update the curriculum accordingly.
  - 2.7. To work closely with the university on identifying professional development training needs (at organizational, task and individual levels), identify areas that require knowledge and skills development for both the current and future professional and academic staff members to improving the quality and effectiveness of their work.
  - 2.8. To enhance the university's research capabilities including research fund raising.

### **Article III: MoU Implementation**

- 3.1. Each party shall appoint a coordinator to support the implementation of this MoU. The coordinators of both sides shall be the focal communication points throughout the phases of the implementation of this MoU.
- 3.2. It is the responsibility of SPECS to assign and confirm the required teams of experts to support the implementation of all phases of the mutually agreed-upon projects.
- 3.3. The university commits to provide SPECS with all required documents within the periods of time as mentioned in the specific project document.
- 3.4. The university shall own the intellectual property (IP) of all work produced from projects executed under this MoU and all other subsequent MoUs with the exception of training materials for which SPECS retains its IP.
- 3.5. SPECS will be responsible for the selection, appointment, orientation, payment and supervision of its team of experts appointed to support agreed-upon projects.
- 3.6. Submission of the University Documents and Approval of Deliverables:
  - 3.6.1. The university will provide SPECS, in a timely agreed-upon manner, with all the required documentation as needed to carry out agreed projects.
  - 3.6.2. Additional documents requested by SPECS throughout the project will be made available by the university in a prompt manner.
  - 3.6.3. The university will appoint a main coordinator who shall be accessible throughout the duration of the project. He/she will be the focal point of contact to provide additional clarification and information as needed and to facilitate approvals of deliverables.
- 3.7. Non-Disclosure agreement: SPECS will sign a 'non-disclosure' agreement to ensure the confidentiality of all information and data provided and shall not make any public reference to the undertaken project without written consent from the university.

### **Article IV: Commencement and MoU Duration**

This MoU shall take effect from the date of its signing and will remain in force for an initial period of three years. Withdrawal by any of the two parties requires at least a one month notice prior to the expiry of the MoU. Where such termination occurs, the provisions of this MoU will continue to apply to on-going activities until their completion.

## Article V: Formation of the Teams of Experts

- 5.1 SPECS will be responsible for assembling Teams of International Experts to carry out the agreed-upon projects. The team is selected from among SPECS of international network of experts based on their expertise and their track record and according to the guidelines outlined in separate Appendix (A) enclosed with this MoU.
- 5.2 SPECS is responsible for the debriefing, orientation, mentoring, guidance and evaluation of its teams.
- 5.3 International Experts are appointed by SPECS to provide the university with impartial and independent advice, as well as informative comments on the university's quality standards and student achievement in relation to those standards.

## Article VI: General Principles Governing this MoU

- 6.1. **Conflicts and Dispute Resolutions:** In the spirit of this understanding, both parties agree to jointly discuss and deal with any unforeseen contingencies and or disputes, in a professional and informal manner which is equitable to both parties and at all times, bearing in mind the purpose of this MoU. In the event that any dispute could not be resolved by settlement between the two parties, this may include mediation, arbitration, or any other procedures upon which the parties agree.
- 6.2. **Confidentiality:** Both parties agree to treat the information as confidential from making it available to any other party, and not disclose nor use except for purposes for which it was intended.
- 6.3. **Use of university logo:** The University will allow SPECS to use its name and logo in reference to client lists without details of the nature of the work that has been undertaken by SPECS. The university shall allow SPECS to use the university's logo to mutually brand the 'in-house' training workshop related materials as well as certificates of attendance.
- 6.4. **Delegates Names and Details:** The University shall provide SPECS with name and details of the delegates participating of any future agreed upon training workshop for the purpose of registration and certification. The university will allow SPECS to store in its CRM the names and details of delegates for the purpose of advising them of the availability of future programs.
- 6.5. **In-house Program Content Development:** All materials developed for planning training workshop will be contextualized to meet the specific needs and requirements of the university. All content developed for training workshop will be sent in soft copy to the university via its coordinator and a hard copy version will be distributed to participants.
- 6.6. **Intellectual Property Rights:** All material developed as part of this MoU is owned by the university with the exception of those related to training. The material owned by the university may be reused and adapted by the University for non- commercial purposes. SPECS retains the intellectual property rights of all of its training materials.

- 6.7. Evaluation of Services:** All services rendered by SPECS will be evaluated to ensure customer satisfaction and transparently shared with the university. In the instance where the university may also carry its evaluation, SPECS would recommend that the outcomes of these evaluations to be shared in order to ensure continuous improvement of its services.
- 6.8. Force Majeure:** Neither party shall be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to war, riots, flood, fire, sabotage, terrorist activity or threat, closure or congestion of airports, order or restriction by any governmental authority.
- 6.9. Entirety of Understanding and Modification:** This MoU contains the final and entire understanding between the parties, and all future projects or agreements shall be in a separate writing based upon mutual agreement of the parties. This MoU may be amended only in a writing signed by a duly authorized officer or representative of each of the parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have caused this MoU to be signed as of the day and year first above written. There will be two copies of this MoU equally valid, one for each party, effective from the date of signing.

***Signatories:***

**Al-Sham Private University, Damascus,  
Syrian Arab Republic**

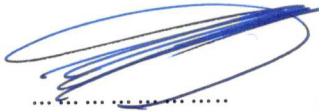
**Sustainable Premium Education Consultancy  
Services (SPECS) LTD, London, UK**

Monday, June 29,2020

Wednesday, June 10, 2020

Professor Dr Yasser Hourieh

Professor Dr Mohammed Saeed



## Appendix A

**Guidelines A: External Reviewers and Experts must show appropriate evidence of the following:**

Code	Evidence
A1	Relevant academic and/or professional qualifications to at least the level of qualification being externally examined, and/or extensive practitioner experience where appropriate.
A2	Competence and experience relating to designing and operating a variety of assessment tasks appropriate to the subject and operating assessment procedures.
A3	Knowledge and understanding of agreed reference points for the maintenance of academic standards and assurance and enhancement of quality.
A4	Familiarity with the international standard to be expected in relation to the areas to be assessed.
A5	Awareness of current developments in the design and delivery of relevant curricula.
A6	Competence and experience relating to the enhancement of the student learning experience.
A7	Competence and experience in the fields covered by the program of study, or parts thereof.
A8	Sufficient standing, credibility and breadth of experience within the discipline to be able to command the respect of academic peers and, where appropriate, professional peers.
A9	Fluency in the relevant language(s) (unless other secure arrangements are in place to ensure that external reviewers are provided with the information to make their judgements).

**Guidelines B: External Reviewers and Experts must not be in the following categories or circumstances:**

Code	Categories
B1	A member of a governing body or committee of the appointing institution or one of its collaborative partners, or a current employee of the appointing institution or one of its collaborative partners.
B2	Anyone with a close professional, contractual or personal relationship with a member of staff or student involved with the program of study.
B3	Anyone required assessing colleagues who are recruited as students to the program of study.
B4	Anyone who is, or knows they will be, in a position to influence significantly the future of students on the program of study
B5	Anyone significantly involved in recent or current substantive collaborative research activities with a member of staff closely involved



	in the delivery, management or assessment of the program(s) or modules in question.
B6	Former staff or students of the institution unless a period of five years has elapsed and all students taught by or with the external reviewer have completed their program(s).