Call to Order

1. Resolution to proceed in closed session to discuss contractual matters relating to the amendment to the agreement between NJIT and Tatweer Misr [Pg. 2]

2. Discussion of Resolution Authorizing Amendment to Agreement between NJIT and Tatweer Misr for University Institutions and Execution of Deed of Transfer and Assignment

3. Adjourn to public meeting.
RESOLUTION RE: CLOSED SESSION TO DISCUSS CONTRACTUAL MATTERS

WHEREAS, THERE ARE MATTERS THAT REQUIRE CONSIDERATION BY THE BOARD OF TRUSTEES THAT QUALIFY UNDER THE OPEN PUBLIC MEETINGS ACT FOR DISCUSSION AT A CLOSED SESSION.

NOW, THEREFORE, BE IT RESOLVED, THAT THE BOARD OF TRUSTEES SHALL CONVENE IN CLOSED SESSION TO DISCUSS CONTRACTUAL MATTERS RELATING TO THE AMENDMENT OF THE AGREEMENT BETWEEN NEW JERSEY INSTITUTE OF TECHNOLOGY AND TATWEER MISR.
NEW JERSEY INSTITUTE OF TECHNOLOGY
BOARD OF TRUSTEES
PUBLIC SESSION AGENDA
August 18, 2023 (10:15 am)

Call to Order

1. Notice of Meeting to Public (statement to be read by the Chair, a requirement of the NJ Open Public Meeting Act) [Pg. 4]

2. Approve Resolution Authorizing Amendment to Agreement between NJIT and Tatweer Misr for University Institutions and Execution of Deed of Transfer and Assignment [Pg. 5]

3. Adjourn Public Meeting
“NOTICE OF THIS MEETING WAS PROVIDED TO THE PUBLIC AS REQUIRED BY THE NEW JERSEY PUBLIC MEETING ACT, WHICH WAS SENT ELECTRONICALLY TO THE STAR LEDGER, THE HERALD NEWS, AND THE VECTOR ON AUGUST 15, 2023 AND POSTED ON THE UNIVERSITY WEBSITE. THIS SCHEDULE WAS ALSO SENT ELECTRONICALLY TO THE COUNTY CLERK ON AUGUST 15, 2023 FOR FILING WITH THAT OFFICE AND POSTING IN SUCH PUBLIC PLACE AS DESIGNATED BY SAID CLERK.”
RESOLUTION AUTHORIZING AMENDMENT TO AGREEMENT BETWEEN TATWEER MISR FOR UNIVERSITY INSTITUTIONS AND EXECUTION OF DEED OF TRANSFER AND ASSIGNMENT

WHEREAS, on April 11, 2021, NJIT entered into a Branch Campus Agreement ("Agreement") with Tatweer Misr for Touristic Projects and Land Reclamation ("TMT"), authorized by Board Resolution 2021-24 to establish an international branch campus at Mostakbal City, Egypt pursuant to Egyptian law No. 162/2018;

WHEREAS, after negotiation and review by both parties, with input from appropriate stakeholders, it has been deemed that certain amendments to the Agreement clarifying the rights and responsibilities of the parties would be beneficial;

WHEREAS, the parties now wish to memorialize the terms in an Amendment to the Agreement as authorized by the Board;

WHEREAS, in order to obtain the necessary approval by the Egyptian Minister of Education, the Agreement must be made with an educational institution, Tatweer Misr for university institutions, a subsidiary of TMT;

NOW THEREFORE, BE IT RESOLVED THAT the Board authorizes NJIT, through its designated officials and administrators to sign the Amendment to Agreement between Tatweer Misr for University Institutions and execute the Deed of Transfer and Assignment, and to authorize the university, through its appropriate officials and administrators to execute all related agreements necessary to effectuate the terms of the Amendment and Deed.

____________________________________
Holly C. Stern, Esq., General Counsel/Vice President of Legal Affairs and Secretary to the Board of Trustees for New Jersey Institute of Technology

August 18, 2023
Board Resolution No.______
AMENDMENT A

This Amendment to the Branch Campus Agreement (hereinafter “Amendment”) is made effective as of ____________, 2023,

By and Between:

Tatweer Misr for University Institutions (hereinafter “TMUI”), a joint stock company established under Law No. 72/2017, commercial register number 194827, located at 20 Aisha Al Taymoria, third floor, Garden City, Qasr El Nil, Cairo, Egypt, acting by an authorized signatory Dr. Ahmed Shalaby, in his capacity as Chairman and Managing Director.

AND

New Jersey Institute of Technology (hereinafter “NJIT”), a public research university of the State of New Jersey (USA), established by the New Jersey Institute of Technology Act of 1995.

Each of the two parties shall be referred to in this Agreement as “Party” and collectively as “Parties”.

Preamble

Whereas, Tatweer Misr for Touristic Projects and Land Reclamation and NJIT have executed a Branch Campus Agreement effective 11 April 2021 (being referred to hereafter, including all schedules thereto as, “The Agreement”), by which NJIT shall establish an approved international branch campus NJIT’s university (“NJIT Branch” or “NJIT-Egypt”) in Bloomfield’s project at Mostakbal City, Egypt;

Whereas, TMUI, Tatweer Misr for Touristic Projects and Land Reclamation and NJIT have executed a deed of transfer and assignment effective on ____________, by which Tatweer Misr for Touristic Projects and Land Reclamation assigned and transfers all of its rights and obligations arising out of the Agreement and its annexes to TMUI;

WHEREAS, the parties agreed to amend certain of the terms of the Agreement dated 11 April 2021;

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. Paragraph 3.5 is hereby amended to read as follows:

   NJIT shall not deliver or provide any of its programs in the Egyptian Territory, either by itself or in collaboration with any other universities in Egypt other than TMUI during the Term of this Agreement and for three (3) years after the expiry of the term of this Agreement or its termination pursuant to clauses 10.1 and 10.3 of this Agreement.
2. Paragraph 4.1(8) is hereby amended to read as follows:

In accordance with Egyptian employment and labour laws, hire, pay and employ a sufficient number of in-country (non-NJIT employees) academic instructors (as nominated by NJIT) and administrative support staff to complement and assist NJIT’s qualified educators from NJIT’s USA Campus.

3. Paragraph 4.2 (4) is hereby amended to read as follows:

Provide NJIT requirements for in-country academic instructors and provide the requirements for administrative staff to be hired and appointed by TMUI at the Branch as described under clause (19) (In-Country TMUI Personnel) and the requirements for the ongoing staffs’ sustainable development to the level and extent that NJIT deems to be appropriate for the delivery of the programs.

4. Paragraph 4.2 (Role and Responsibilities of NJIT) Subparagraph 11, is hereby amended to read as follows:

(11) Grant students who successfully complete a Program and satisfy all relevant requirements to obtain NJIT’s Bachelor of Science Degree with the same academic qualification and similar wording offered by NJIT in the USA. All such degrees shall contain wording, on the face of the degree, that the degree was awarded by “NJIT Branch-Egypt” denoting that the degree was awarded at the Cairo location.

(12) Provide students enrolled in the Programs with transcripts of the individual course of study completed by them. The transcript will record the name of the student, details of the course of study completed, the marks obtained by the student and the language of instruction. The transcript and the degree certificate shall be in a similar format and wording as that received by NJIT students in the USA. All transcripts and degree certificates shall contain wording on their face, that the degree was awarded by “NJIT Branch-Egypt” denoting that the degree was earned at the Cairo Branch. The final degree designation of future professional accreditations must be acceptable to pertinent accrediting agencies.

5. Paragraph 5.1 is hereby amended as follows:

Without prejudice to any right granted to any of the Parties under this Agreement pertaining to intellectual property that is not owned by NJIT, it is understood and agreed that any intellectual property rights of NJIT (USA) faculty and personnel (including visiting professors and researchers), under NJIT’s published patent and copyright policies shall continue to apply to any activities that may be performed pursuant to this Agreement. Nothing contained herein shall be construed to alter these rights, relative to their NJIT activities at the Branch.

6. Paragraph 5.3 is hereby amended to read as follows:

Any research, innovations and new teaching materials developed or produced entirely independently by Branch’s non-NJIT employees and personnel shall only be used by NJIT
for purposes related to this Agreement and title to the Intellectual Property Rights contained therein will remain with TMUI or the Branch as the case may be. NJIT retains all rights, interests, privileges and intellectual property in all research, innovation, and new or previously existing curriculum and teaching materials developed or produced substantially by its employees.

7. Paragraph 10.2 is hereby amended to read as follows:

Unless the Parties agree otherwise, this Agreement shall be automatically terminated, without need to take any legal or judicial action or obtain any Court’s or Arbitral award if any of the Parties fails to obtain the necessary approvals to establish the Branch or any such other further (or continued) approvals as may be required by the laws by Friday 31 January 2025. In this event of termination, no Party shall be legally responsible vis-a-vis the other Party.

8. Paragraph 12.1 is hereby amended to read as follows;

NOTICES

Any notice to be given under this Agreement shall be in writing and shall be deemed duly given or made when delivered by hand or if sent by first class recorded mail delivery pre-paid post, established courier, facsimile, or electronic email, to the respective addresses set out below (or such alternative addresses as the parties may notify to each other in writing from time to time) and, in the case of NJIT, marked for the attention of the President of NJIT and for TMUI marked for the attention of Chairman of TMUI. Any such notice shall be deemed to have been received upon proof of receipt.

NJIT

323 Martin Luther King Jr. Blvd.
Newark, NJ 07102-1982
Tel: 973-596-3101
Email: teik.lim@njit.edu
Attn: Dr. Teik C. Lim, President

TMUI

20 Aisha Al Taimoria St.
Garden City, Cairo, Egypt 11519
Tel: +20 2 27929892
Email: ahmed.shalaby@tatweermisr.com
Attn: Dr. Ahmed Shalaby, President & CEO
9. Paragraph 15 is hereby amended to add the following language:

REPRESENTATIONS, WARRANTIES AND INDEMNITIES

15.1 TMUI represents and warrants that it has all necessary rights of ownership of the land on which the premises of the Campus is existing.

15.2 TMUI represents and warrants that the New University Institution will have sufficient financial resources at the time of execution of the Deed of Transfer and Assignment, attached hereto as Schedule 1, to perform this Agreement.

15.3 Each Party represents and warrants to the other Party that it has the right and is duly authorised to enter into this Agreement and that it has obtained all such permissions, consents and approvals as may be necessary to undertake its responsibilities under this Agreement.

15.4 TMUI’s (and its assignee’s) right of any recovery, claim, action or cause of action, against NJIT, its trustees, agents, officers or employees for any loss or damage that may occur on or to the Branch or any personal property thereat belonging to TMUI (and its assignee) , by reason of fire, the elements, or any other cause, regardless of cause or origin, its employees and/or students, shall be limited to the proceeds of insurance coverage described under clause (16) (Insurance). TMUI (and its assignee) in all events shall assume all risk of damage or loss to its property, equipment and fixtures occurring in the Branch, whatever the cause of such damage or loss , unless such damage or loss is due to grossly negligent or wilful acts or omissions by NJIT, its officer, trustees, agents, or its employees

15.5 Each Party shall indemnify, defend (including legal fees) and save the other Party harmless from and against any claims, including but not limited to those in connection with any accident, injury or damage whatsoever caused to anyone or any property arising directly or indirectly out of indemnifying Party’s negligent acts or omissions or misconduct, including use of the Campus or in or about same, including the acts of any students, guests, licensees, contractors, servants, trespassers or others acting through or under them, limited to the proceeds of insurance coverage described under clause (16.1) (Insurance). The indemnification obligation provided for by this clause (15.5) shall survive the termination and/or expiration of this Agreement.

15.6 TMUI (and its assignees, specifically, New University Institution) hereby waives any right of recovery, claim action or cause of action against NJIT, its trustees, agents, officers or employees for any loss or damage that may occur on or to the Campus or any personal property thereat belonging to TMUI/NUI, by reason of fire, the elements, or any other cause, regardless of cause or origin excluding grossly negligent or wilful acts or omissions of NJIT, its trustees, agents, officers or employees.

15.7 TMUI (and its assignees, specifically, New University Institution) shall indemnify, defend (including legal fees) and save NJIT harmless from and against any claims, including but not limited to those by NUI staff, in connection with any accident, injury or
damage whatsoever caused to anyone or any property arising directly or indirectly out of NJIT’s use of the Campus, in or about same, including the acts of any students, guest, licensees, contractors, servants, trespassers or others acting through or under them. The indemnification obligation provided by this clause (15.5) shall survive the termination and/or expiration of this Agreement. For avoidance of doubt, this paragraph shall not be applied if the accident, injury or damage is caused by the grossly negligent or wilful acts or omissions of NJIT, its trustees, agents, employees or officers and (ii) if the claim is presented or filed by any of NJIT’s staff, employees or representatives and is otherwise not covered by the insurance provided in 16.1

10. Paragraph 17.2 is hereby amended to read as follows:

Save as set out in clause 17.1, the Parties shall not assign, transfer or sub-contract any of their rights and responsibilities under this Agreement without the prior written approval of the other Party. It is understood and agreed that the New University Institution, as assignee, may not assign its rights under this Agreement without the express written consent of NJIT.

11. Paragraph 19.1 is hereby amended to read as follows:

TMUI agrees, in accordance with Egyptian employment and/or labour laws, to hire, pay and employ a sufficient number of in-country academic instructors (as nominated by NJIT) and administrative support staff (hereinafter collectively “In Country Personnel” to complement and assist NJIT’s qualified educators from NJIT’s USA campus in the administrative works related to the Programs. NJIT shall: (a) provide job descriptions and review resumes, credentials and references; (b) participate in interviews; (c) recommend for hire; (d) train; and (e) evaluate annually (both student and performance evaluations). TMUI shall conduct a background check for all In-Country Personnel as directed by NJIT to the extent permitted by Egyptian laws and promptly provide NJIT with such information for NJIT’s use in evaluating In-Country Personnel.

12. Paragraph 19.6 is hereby amended to read:

NJIT shall be solely responsible for student conduct and discipline matters relating to its academic operations, including grade appeals, allegations of cheating, plagiarism or classroom rules. In all such matters, the policies and procedures governing student academic concerns of NJIT at its USA Campus shall control to the extent permitted by Egyptian laws. NJIT and TMUI shall be jointly responsible for addressing non-academic student misconduct and discipline matters, including conduct that may violate Egyptian criminal laws or disrupt the Programs at the Branch. In all such non-academic student misconduct or discipline matters, each Party shall immediately communicate any actions and incidents to the other Party to be aware of the incident and for TMUI to retain in-country legal counsel for advice and legal representation of NJIT and/or TMUI at TMUI’s sole cost and expense (not to be deducted from NJIT’s tuition percentage share).
13. A new Paragraph 19.7 shall be added as follows:

   It is agreed that NJIT shall have two non-voting representatives on the Board of New University Institution which may include the Branch Campus President and a member of the NJIT Board of Trustees. Nevertheless, both Parties understand that the appointment of all members of the Board of the New University Institution is subject to the approval of the Ministry of Higher Education.

14. Paragraph 21.11 is hereby amended to read as follows:

   Without prejudice to clause (21.7) in performing this Agreement, TMUI shall not discriminate against any student or faculty member at the Branch based on sex, race, national origin, religion, colour, age or disability or any other form of discrimination prohibited by civil rights principles recognized in Egypt and the USA.

15. Schedule 4 (Financial Arrangement) is hereby amended to be read as Appendix (1) herein.

   IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized representatives, have caused this Deed of Transfer to be signed in their respective names as of the day and year below written.

   **Tatweer Misr for University Institutions**

   By: ________________________________  
   Name: Dr. Ahmed Shalaby  
   Title: Chairman and Managing Director  
   Date: ________________________________

   **New Jersey Institute of Technology:**

   By: ________________________________  
   Name: Dr. Teik C. Lim  
   Title: President  
   Date: ________________________________
Appendix (1)

FINANCIAL ARRANGEMENTS

1. Pre-Opening Budget

It is agreed that TMUI will pay an amount equal to $250,000 for NJIT to employ an expert consultation to perform the needed work for the Middle States and New Jersey Office of the Secretary of Higher Education applications. The funding shall include travel to Egypt.

2. Branch Budgets

1.1 Not less than sixty (60) working days before the Academic Year, NJIT shall prepare a draft of academic budget for the first Academic Year consisting of all expenses expected to be incurred by NJIT for its academic operation of the Branch.

1.2 TMUI and NJIT will review the draft of academic budget for each Academic Year and the Parties shall meet to discuss the draft budget by August 1st (unless agreed otherwise by the Parties).

2. Financial Statements/Fiscal Agent

2.1 All gross tuition billed (less permitted deductions agreed upon by the Parties such as student refunds and scholarships) shall be distributed as follows:

(a) Academic Year starting Fall 2025 (FY26) to Fall 2029 (FY30) – NINETY FIVE PERCENT (95%) to TM and FIVE PERCENT (5%) to NJIT; and

(b) Academic Year starting Fall 2030 (FY31) to the end of the Term – NINETY FOUR PERCENT (94%) to TM and SIX PERCENT (6%) to NJIT.

2.2 TMUI shall pay NJIT (via wire transfer in US dollars to an account to be designated by NJIT) all amounts due under this Agreement as follows:

(a) All tuition percentage distributions and Fees owed NJIT shall be paid to NJIT by TM no later than thirty (30) days after the end of each academic semester, without further invoice or demand; and

(b) Any other reimbursable amounts due NJIT under this Agreement shall be paid by TM within thirty (30) days of the date of NJIT’s invoice for the same.

2.3 All Fees billed shall be paid ONE HUNDRED PERCENT (100%) to the party providing the corresponding service. For the avoidance of doubt, any payments made to NJIT under this Agreement shall be net and without any deductions of withholding taxes or such other levies that may be applicable. TMUI acknowledges, and agrees that if it is required to make a deduction for applicable local taxes then it must pay NJIT an extra amount so that NJIT receives a net amount equal to the amount that it would have received if the deduction had
not been made. TM shall pay all sales, excise, use and other taxes, regardless of type or nature, which may be imposed, levied, assessed or charged on, against or in connection with this Agreement.

2.4 TMUI will provide NJIT with quarterly updates and, TMUI will provide NJIT with an annual financial transactions report with accurate records of all financial transactions approved by the chartered accountant. The annual financial transaction report will be additionally available for review, audit and verification by NJIT upon request on reasonable advance notice and at TMUI’s expense.
Appendix (1)

FINANCIAL ARRANGEMENTS

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It is agreed that TM UI will pay an amount equal to $250,000 for NJIT to employ an expert consultation to perform the needed work for the Middle States and New Jersey Office of the Secretary of Higher Education applications. The funding shall include travel to Egypt.

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not been made. TM shall pay all sales, excise, use and other taxes, regardless of type or nature, which may be imposed, levied, assessed or charged on, against or in connection with this Agreement.

2.4 TMUI will provide NJIT with quarterly updates and, TMUI will provide NJIT with an annual financial transactions report with accurate records of all financial transactions approved by the chartered accountant. The annual financial transaction report will be additionally available for review, audit and verification by NJIT upon request on reasonable advance notice and at TMUI’s expense.
DEED OF TRANSFER AND ASSIGNMENT

This deed of transfer and assignment (hereinafter the “Deed of Transfer”) made effective as of the date of the last signatory hereto (hereinafter “Effective Date”), between:

(1) Tatweer Misr for Touristic Projects and Land Reclamation, a joint stock company established under Law No. 72/2017, commercial register number 75704 located at 20 Aisha Al Taymoria, Garden City, Cairo, Egypt, acting by an authorized signatory Dr. Ahmed Shalaby, in his capacity as CEO and Managing Director (hereinafter “TMT” or “Assignor”);

AND

(2) Tatweer Misr for University Institutions, a joint stock company established under Law No. 72/2017, commercial register number 194827, located at 20 Aisha Al Taymoria, third floor, Garden City, Qasr El Nil, Cairo, Egypt, acting by an authorized signatory Dr. Ahmed Shalaby, in his capacity as Chairman and Managing Director (hereinafter “Assignee”).

AND

(3) New Jersey Institution for Technology, a public research university of the State of New Jersey (USA), established by the New Jersey Institute of Technology Act of 1995, acting by an authorized signatory, Dr. Teik C. Lim in his capacity as President (hereinafter “NJIT”)

Each of the parties shall be referred in this Agreement as “Party” and collectively as “Parties”.

PREAMBLE

Whereas, the Assignor and NJIT have executed a Branch Campus Agreement effective 11 April 2021 (being referred to hereafter, including all schedules thereto as, “The Agreement”), by which NJIT shall establish an approved international branch campus NJIT’s university (“NJIT Branch” or “NJIT-Egypt”) in Bloomfield’s project at Mostakbal City, Egypt.

Whereas, the Assignor has decided to establish a new company to be responsible for establishing University Institution in Mostakbal City, Egypt (“University Campus”)

Whereas, the Assignee is a company legally established and existing under Egyptian Law, and is subsidiary company of the Assignor with an objective to invest, own and manage university institutions;

Whereas, NJIT has agreed to establish NJIT Branch at Assignee’s University Campus in Mostakbal City, Egypt, pursuant to the terms and conditions of the Agreement.

Whereas, the Parties have agreed and accepted that Assignor shall assign and transfer the Agreement to Assignee.
Therefore, the Parties declare their full contractual capacities and express their agreements as stipulated hereunder:

1. **PREAMBLE**

The aforementioned Preamble is integral part of this Deed of Transfer.

Capitalized terms used herein that are not otherwise defined shall be given the same meanings ascribed to them in the Agreement.

2. **PURPOSE OF TRANSFER AND ASSIGNMENT**

The purpose of the assignment pursuant to this Deed of Transfer is to transfer the Agreement dated 11/04/2021 from TMT to Assignee, together with all the rights and obligations stated under the Agreement, such that the Assignee shall assume all performance obligations of Assignor under the Agreement and be entitled to receive all rights and benefits thereunder.

3. **TRANSFER AND ASSIGNMENT OF THE AGREEMENT**

3.1 For the purpose specified in the preceding clause (2), the Assignor hereby assigns, transfers, conveys and delivers the Agreement and all of its rights and obligations under the Agreement to the Assignee, which so accepts such assignment, transfer, conveyance and delivery.

3.2 The Assignee shall be obligated to perform under the Agreement and shall have all the rights in the Agreement. Assignee hereby covenants and agrees that it accepts and assumes all obligations, undertakings, covenants and warranties under the Agreement and agrees to perform, observe and discharge all of the covenants, conditions, agreements, terms and obligations on the part of the Assignor to be performed under the Agreement accruing from and after the Effective Date of this Deed of Transfer.

3.3 Assignee agrees that it has reviewed the Agreement and will be bound by all terms and conditions of the Agreement.

3.4 Without prejudice to the generality of paragraph 3.1 above of this clause (3), and for the avoidance of doubt, this assignment includes all the rights and obligations of the Assignor under the Agreement and not any other business of the Assignor whatsoever.

3.5 The assignment shall be for all of the rights and obligations of the Assignor under the Agreement and all its schedules and attachments. The Assignor warrants and confirms that no amendments or variation have been made to the Agreement.

3.6 The assignment shall not serve as any release of claims by NJIT against Assignor for causes of action which arose prior to the Effective Date of this Deed of Transfer.

3.7 Pursuant to Article 3 (Collaboration Framework) of the Agreement, Assignor shall have the right to transfer the Agreement to the new University Institution once it is established pursuant to Law No. 162/2018.

3.8 Assignor and Assignee acknowledge and agree that they will execute an annex to permit NJIT to assign its financial rights under this Assignment and Agreement to NJIT Global.

4. **PERFECTION OF THE TRANSFER AND ASSIGNMENT**
Each of the Parties acknowledges that from the Effective Date of this Deed of Transfer:

(1) Assignor’s rights and performance obligations under the Agreement are hereby irrevocably transferred from the Assignor to the Assignee.

(2) NJIT hereby consents to the assignment, subject to all of the provisions, covenants, agreements, terms and conditions of the Agreement, and also upon and subject to the terms and conditions contained herein.

(3) The Assignee accepts to be Party to the Agreement including all of its rights, liabilities and obligations under the Agreement.

(4) The Assignee shall replace TMT wherever TMT is mentioned under the Agreement. Therefore, all of TMT’s rights, liabilities and obligations under the Agreement, including the recourse to arbitration under Article 9 (Settlement of Disputes) thereto, shall be fully transferred to the Assignee so that the Agreement shall be exclusively between the Assignee and NJIT, as if the Assignee has been party to the Agreement since the Effective Date of the same (as this term is defined under the Agreement). For the avoidance of doubt, TMT shall not be a party to any arbitral procedure related to the Agreement.

(5) From the Effective Date of this Deed of Transfer, TMT shall no longer be considered as a Party to the Agreement (including the Arbitration Clause) and shall not be liable or responsible for its implementation or enforcement, as it shall be completely substituted by the Assignee.

(6) All communications and notices related to the performance and implementation of the Agreement shall be exchanged, from the Effective Date of this Deed of Transfer, between NJIT and the Assignee in accordance with clause (6) hereunder. Assignor shall not be part of any of these communications or notices from the Effective Date.

5. REPRESENTATIONS AND WARRANTIES OF THE ASSIGNOR AND ASSIGNEE

The Assignor, Assignee and NJIT hereby represent and warrant, each in relation to its own position and not in relation to the position of the other Parties, that:

(1) This Deed of Transfer constitutes its valid and binding obligation, and is enforceable in accordance with its terms;

(2) Each Party has the corporate power to enter into this Deed of Transfer and to perform all its obligations hereunder; and

(3) Each of the Parties further represents, in relation to its own position, that the execution of this Deed of Transfer and performance of its obligations hereunder shall not and will not violate any provision of any law or regulation or order or decree of any court or governmental authority or of the charter or by-laws of such Party or of any undertaking or agreement to which it is a party or which is binding upon it.

6. Assignment of the Agreement and its annexes to the University Institution
Assignee shall transfer the whole of the Agreement, any amendments thereto and its annexes (including this annex), all of its rights, liabilities and obligations thereunder to the New University Institution no later than ninety (90) days from the date of the issuance of the Presidential Decree approving the establishment of the New University Institution as a university institution pursuant to Egyptian Law No. 162/2018. To this effect, Assignee shall procure that the President of the New University Institution, or any other duly authorized signatory, signs the deed of transfer and assignment as set out in herein to be executed by the Parties and the New University Institution. From the date of execution of such deed of transfer and assignment, the New University Institution shall replace the Assignee in all of its rights, liabilities and obligations under the Agreement and its annexes as if the New University Institution has been party to the Agreement and its annexes since the Effective Date. From such date, Assignee shall no longer be considered as a Party to the Agreement and its Annexes and shall not be liable or responsible for its implementation or enforcement as it shall be completely substituted by the New University Institution. NJIT shall execute the deed of transfer and assignment within (90) days from the date of issuance of the Presidential Decree approving the establishment of the Branch. For avoidance of doubt, the deed of assignment to be executed by the Assignee, NJIT and the New University Institution shall be in the same format as Appendix (1) attached hereto.

7. NOTICES

Subject to clause 4 (e) of this Deed of Transfer, any notice or request required or permitted to be given or made hereunder shall be in writing and shall be deemed duly given or made when delivered by hand, established courier or mail service, facsimile or electronic email, or telecopier to the Party to which it is required or permitted to be given or made, as follows, or as amended from time to time by any Party by notice to the other:

NJIT
323 Martin Luther King Jr. Blvd.
Newark, NJ 07102-1982
Tel: 973-596-3101
Email: teik@njit.edu
Attn: Dr. Teik C. Lim, President
United States of America

Tatweer Misr for University Institutions (Assignee)
20 Aisha Al Taymoria, Garden City, Cairo
Tel: +2 0227929892
Email: ahmed.shalaby@tatweermisr.com
Attn: Dr. Ahmed Shalaby
Egypt

Tatweer Misr for Touristic Projects and Land Reclamation (“TMT”/Assignor”)
20 Aisha Al Taymoria, Garden City, Cairo
Tel: +2 0227929892
Email: ahmed.shalaby@tatweermisr.com
Attn: Dr. Ahmed Shalaby
Egypt

8. APPLICABLE LAW

This Deed of Transfer shall be subject to Egyptian Law.

9. SETTLEMENT OF DISPUTES

For the purpose of settling any disputes or claims that may arise concerning this Deed of Transfer and Assignment, the Parties shall exert their best efforts to arrive at a solution by consent by the appropriate representatives of each Party. Should consent prove to be unfeasible, any dispute arising out of the performance of this Deed of Transfer and Assignment in Egypt shall be finally settled by arbitration under the Rules of Arbitration of the Cairo Regional Center of International Commercial Arbitration by three (3) arbitrators to be appointed in accordance with said Rules. The Parties agree that such arbitrators shall be impartial and independent from the Parties and the President of the tribunal shall not be a national of Egypt. The seat of such arbitration shall be Cairo. The language of the arbitrations shall be English. The applicable law shall be pursuant to clause (8) of this Deed of Transfer and Assignment. For the avoidance of doubt and without prejudice to Articles (4) herein, any dispute arising under this Deed of Transfer and Assignment is separable from the Agreement and all Parties represent and undertake not to consolidate any dispute under the Agreement in relation to any dispute under this Deed of Transfer and Assignment.

9. COUNTERPARTS

This Deed of Transfer may be executed in one or more counterparts, including facsimiles or electronically, each of which will be deemed to be a duplicate original, but all of which, taken together, will be deemed to constitute a single instrument.

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized representatives, have caused this Deed of Transfer and Assignment to be signed in their respective names as of the day and year below written.

Tatweer Misr for Touristic Projects and Land Reclamation
By: __________________
Name: Dr. Ahmed Shalaby
Title: CEO and Managing Director

Tatweer Misr for University Institutions (Assignee)
By: __________________
Name: Dr. Ahmed Shalaby
Title: Chairman and Managing Director

New Jersey Institute of Technology
By: _________________
Name: Dr. Teik C. Lim
Title: President
Appendix (1)

DEED OF TRANSFER AND ASSIGNMENT

This deed of transfer and assignment (hereinafter the “Deed of Transfer”) made effective as of the date of the last signatory hereto (hereinafter “Effective Date”), between:

(1) Tatweer Misr for University Institutions, a joint stock company established under Law No. 72/2017, commercial register number 194827, located at 20 Aisha Al Taymoria, third floor, Garden City, Qasr El Nil, Cairo, Egypt, acting by an authorized signatory Dr. Ahmed Shalaby, in his capacity as Chairman and Managing Director (hereinafter or “Assignor”);

AND

(2) ……………………… Institution, a university institution duly established under law no. 86/2021 by virtue of presential decree no. ………………… located at ………………… acting by an authorized signatory ………………., in his capacity as …………… (hereinafter “Assignee”).

AND

(3) New Jersey Institution for Technology, a public research university of the State of New Jersey (USA), established by the New Jersey Institute of Technology Act of 1995, acting by an authorized signatory, Dr. Teik C. Lim in his capacity as President (hereinafter “NJIT”)

Each of the parties shall be referred in this Agreement as “Party” and collectively as “Parties”.

PREAMBLE

Whereas, Tatweer Misr for Touristic Projects and Land Reclamation and NJIT have executed a Branch Campus Agreement effective 11 April 2021 (being referred to hereafter, including all schedules thereto as, “The Agreement”), by which NJIT shall establish an approved international branch campus NJIT’s university (“NJIT Branch” or “NJIT-Egypt”)) in Bloomfield’s project at Mostakbal City, Egypt.

Whereas, Assignor, Tatweer Misr for Touristic Projects and Land Reclamation and NJIT have executed a Deed of Transfer and Assignment effective ………………., by which Tatweer Misr for Touristic Projects and Land Reclamation assigned and transfers all of its rights and obligations arising out of the Agreement and its annexes to the Assignor.

Whereas, the Assignee is the university institution legally established and existing under Egyptian Law, and was established by the Assignor to host NJIT Branch campus in Egypt;

Whereas, the Parties have agreed and accepted that Assignor shall assign and transfer the Agreement to Assignee.
Therefore, the Parties declare their full contractual capacities and express their agreements as stipulated hereunder:

1. **PREAMBLE**

The aforementioned Preamble is integral part of this Deed of Transfer.

Capitalized terms used herein that are not otherwise defined shall be given the same meanings ascribed to them in the Agreement.

2. **PURPOSE OF TRANSFER AND ASSIGNMENT**

The purpose of the assignment pursuant to this Deed of Transfer is to transfer the Agreement dated 11/04/2021 from Assignor to Assignee, together with all the rights and obligations stated under the Agreement, such that the Assignee shall assume all performance obligations of Assignor under the Agreement and be entitled to receive all rights and benefits thereunder.

3. **TRANSFER AND ASSIGNMENT OF THE AGREEMENT**

3.1 For the purpose specified in the preceding clause (2), the Assignor hereby assigns, transfers, conveys and delivers the Agreement and all of its rights and obligations under the Agreement to the Assignee, which so accepts such assignment, transfer, conveyance and delivery.

3.2 The Assignee shall be obligated to perform under the Agreement and shall have all the rights in the Agreement. Assignee hereby covenants and agrees that it accepts and assumes all obligations, undertakings, covenants and warranties under the Agreement and agrees to perform, observe and discharge all of the covenants, conditions, agreements, terms and obligations on the part of the Assignor to be performed under the Agreement accruing from and after the Effective Date of this Deed of Transfer.

3.3 Assignee agrees that it has reviewed the Agreement and will be bound by all terms and conditions of the Agreement.

3.4 Without prejudice to the generality of paragraph 3.1 above of this clause (3), and for the avoidance of doubt, this assignment includes all the rights and obligations of the Assignor under the Agreement and not any other business of the Assignor whatsoever.

3.5 The assignment shall be for all of the rights and obligations of the Assignor under the Agreement and all its schedules and attachments. The Assignor warrants and confirms that no amendments or variation have been made to the Agreement.

3.6 The assignment shall not serve as any release of claims by NJIT against Assignor for causes of action which arose prior to the Effective Date of this Deed of Transfer.

4. **PERFECTION OF THE TRANSFER AND ASSIGNMENT**

Each of the Parties acknowledges that from the Effective Date of this Deed of Transfer:

(1) Assignor’s rights and performance obligations under the Agreement are hereby irrevocably transferred from the Assignor to the Assignee.
(2) NJIT hereby consents to the assignment, subject to all of the provisions, covenants, agreements, terms and conditions of the Agreement, and also upon and subject to the terms and conditions contained herein.

(3) The Assignee accepts to be Party to the Agreement including all of its rights, liabilities and obligations under the Agreement.

(4) The Assignee shall replace Assignor wherever Assignor is mentioned under the Agreement. Therefore, all of Assignor’s rights, liabilities and obligations under the Agreement, including the recourse to arbitration under Article 8 (Settlement of Disputes) thereto, shall be fully transferred to the Assignee so that the Agreement shall be exclusively between the Assignee and NJIT, as if the Assignee has been party to the Agreement since the Effective Date of the same (as this term is defined under the Agreement). For the avoidance of doubt, Assignor shall not be a party to any arbitral procedure related to the Agreement.

(5) From the Effective Date of this Deed of Transfer, Assignor shall no longer be considered as a Party to the Agreement (including the Arbitration Clause) and shall not be liable or responsible for its implementation or enforcement, as it shall be completely substituted by the Assignee.

(6) All communications and notices related to the performance and implementation of the Agreement shall be exchanged, from the Effective Date of this Deed of Transfer, between NJIT and the Assignee in accordance with clause (6) hereunder. Assignor shall not be part of any of these communications or notices from the Effective Date.

5. REPRESENTATIONS AND WARRANTIES OF THE ASSIGNOR AND ASSIGNEE

The Assignor, Assignee and NJIT hereby represent and warrant, each in relation to its own position and not in relation to the position of the other Parties, that:

(1) This Deed of Transfer constitutes its valid and binding obligation, and is enforceable in accordance with its terms;

(2) Each Party has the corporate power to enter into this Deed of Transfer and to perform all its obligations hereunder; and

(3) Each of the Parties further represents, in relation to its own position, that the execution of this Deed of Transfer and performance of its obligations hereunder shall not and will not violate any provision of any law or regulation or order or decree of any court or governmental authority or of the charter or by-laws of such Party or of any undertaking or agreement to which it is a party or which is binding upon it.

6. NOTICES

Subject to clause 4 (e) of this Deed of Transfer, any notice or request required or permitted to be given or made hereunder shall be in writing and shall be deemed duly given or made when delivered by hand, established courier or mail service, facsimile or electronic email, or telecopier to the Party to which it is required or permitted to be given or made, as follows, or as amended from time to time by any Party by notice to the other:
7. APPLICABLE LAW

This Deed of Transfer shall be subject to Egyptian Law.

8. SETTLEMENT OF DISPUTES

For the purpose of settling any disputes or claims that may arise concerning this Deed of Transfer and Assignment, the Parties shall exert their best efforts to arrive at a solution by consent by the appropriate representatives of each Party. Should consent prove to be unfeasible, any dispute arising out of the performance of this Deed of Transfer and Assignment in Egypt shall be finally settled by arbitration under the Rules of Arbitration of the Cairo Regional Center of International Commercial Arbitration by three (3) arbitrators to be appointed in accordance with said Rules. The Parties agree that such arbitrators shall be impartial and independent from the Parties and the President of the tribunal shall not be a national of Egypt. The seat of such arbitration shall be Cairo. The language of the arbitrations shall be English. The applicable law shall be pursuant to clause (7) of this Deed of Transfer and Assignment. For the avoidance of doubt and without prejudice to Articles (4) herein, any dispute arising under this Deed of Transfer and Assignment is separable from the Agreement and all Parties represent and undertake not to consolidate any dispute under the Agreement in relation to any dispute under this Deed of Transfer and Assignment.

9. COUNTERPARTS
This Deed of Transfer may be executed in one or more counterparts, including facsimiles or electronically, each of which will be deemed to be a duplicate original, but all of which, taken together, will be deemed to constitute a single instrument.

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized representatives, have caused this Deed of Transfer and Assignment to be signed in their respective names as of the day and year below written.

Tatweer Misr for University Institutions (Assignor)
By: __________________
Name: Dr. Ahmed Shalaby
Title: Chairman and Managing Director

................................................. (Assignee)
By: __________________
Name: __________________
Title: __________________

New Jersey Institute of Technology
By: __________________
Name: Dr. Teik C. Lim
Title: President