AGREEMENT FOR ESTABLISHMENT AND OPERATION OF BRANCH CAMPUS

BETWEEN

TATWEER MISR FOR TOURISTIC INVESTMENTS AND LAND RECLAMATION (Egypt)

AND

NEW JERSEY INSTITUTE OF TECHNOLOGY (USA)
This Branch Campus Agreement (hereinafter “Agreement”) is made effective as of Sunday April 11th, 2021 (hereinafter “Effective Date”).

By and Between:

Tatweer Misr for Touristic Investments and Land Reclamation, an Egyptian Joint Stock company established under Law No. 72/2017, Commercial Register 75704, located at 20 Aisha Al Taymoria, Garden City, Cairo Cairo, Egypt, acting by an authorized signatory Dr. Ahmed Shalaby, in his capacity as CEO and Managing Director (hereinafter “TM”),

AND

New Jersey Institute of 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. Joel S. Bloom, President (hereinafter “NJIT”).

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

Preamble:

(A) Egypt has issued Law No. 162/2018 for establishing Branches of Foreign Universities or Hosting Branches of Foreign Universities in Egypt.

(B) TM is establishing a new University Institution (the “Campus”) at Mostakhal City, pursuant to Egyptian Law No. 162/2018 and the Decree of the Minister of Higher Education No. 4200/2018.

(C) TM desires to host branches of foreign universities at the Campus pursuant to Law No. 162/2018 and has approached NJIT.

(D) NJIT is an accredited public research university of the State of New Jersey, USA, centrally located in the New York metropolitan area offering a variety of undergraduate and graduate degree programs.

(E) NJIT has agreed with TM to establish a branch (the “Branch”) at the Campus pursuant to law No. 162/2018.

(F) NJIT has approved the establishment of the Branch at the Campus to provide education Programs as provided in this Agreement leading to the students obtaining a degree from NJIT in the Academic Areas at the Campus in accordance with Egyptian Law, the relevant Egyptian Decrees and the terms and conditions of this Agreement.

(G) It is understood by the Parties that the first student Intake is expected to start as of September 2022 provided NJIT has obtained all necessary approvals including from the Middle States Commission on Higher Education and the New Jersey Secretary of Higher Education by no later than August 2021. In the event that such approvals are delayed and taken by January 2022, the first student intake would be expected to start as of September 2023.

The Parties have entered into this Agreement to define the specific collaborative arrangements governing the delivery of education Programs approved by NJIT.
at the Branch which will lead to undergraduate degrees from NJIT, as required by Law No. 162/2018.

NJIT will teach the Programs at the Branch according to the same standards and quality as at it is delivered in its main campus in the USA. It is the goal of the Parties to provide the greatest practicable instructional support to the planned academic Programs, and hence multiple pedagogical methods and technical means of instruction and advising are expected to be implemented as at NJIT’s home campus, including on-line during the Covid-19 pandemic. Such techniques may change from time to time based on advances in technology, studies of effectiveness and efficacy, and experience at NJIT.

NOW IT IS AGREED AS FOLLOWS:

1. THE PREAMBLE AND THE SCHEDULES
The above Preamble and the attached Schedules are integral part of this Agreement.

2. DEFINITIONS AND INTERPRETATION
2.1. In this Agreement the words and phrases listed in Column A below shall have the meanings set out opposite them in Column B.

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
</tr>
</thead>
<tbody>
<tr>
<td>Academic Area(s)</td>
<td>(a) Engineering Technology, (b) Information Technology, (c) Management and Business, (d) Architecture, and (e) Civil Engineering.</td>
</tr>
<tr>
<td>Academic Year</td>
<td>The twelve-month period from 1 September to 31 August in each calendar year, or such other annual period as the Parties may agree in writing.</td>
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<tr>
<td>Campus</td>
<td>As defined in the Preamble above and includes the Branch as defined below.</td>
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<tr>
<td>Egyptian Territory</td>
<td>Means the Arab Republic of Egypt.</td>
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<tr>
<td>Fees</td>
<td>Charges or fees for academic related services which shall be treated separately from tuition and not apportioned as between the Parties as with tuition (e.g., Registration Fee, Academic Facilities Fee, Student Services Fee, Activities Fee, Technology Infrastructure Fee, Commencement Fee, Distance Learning Fee, Late Fee, Maintaining Registration Fee, Deferred Payment Fee, Reinstatement Fee, Schedule Change Fee, and Makeup Exam Fee).</td>
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</table>
Intake

Each enrolment of students to the NJIT Branch in Egypt onto the Program(s) on the Intake Dates.

Intake Dates

1 September, 1 January and 1 May in each Academic Year or such alternative dates as the Parties may agree in writing for the enrolment of students onto the Program(s) at the Branch (each an "Intake Date").

New University Institution

The new university institution to be established and named by TM at Mostakbal City, pursuant to Egyptian Law No. 162/2018 and the Decree of the Minister of Higher Education No. 4200/2018 and to which this Agreement will be assigned pursuant to the Deed of Transfer and Assignment attached as Schedule (1).

Programs

NJIT Bachelor of Science degree Programs in: (a) Information Technology, (b) Medical Informatics Technology, (c) Manufacturing Engineering Technology, (d) Construction Management Technology, (e) Civil Engineering, (f) Concrete Industry Management, (g) Business, and (h) Architecture.

Regulations

Fair and equitable student complaints, discipline and appeals procedures together with all other appropriate NJIT policies, procedures and regulations as may be required for the successful delivery of the Programs.

Term

Collectively the Initial Term and each Extended Term as described in clause (8) herein.

Working Days

A day except a Friday, Saturday or public holiday in Egypt, on which banks are open for business in Egypt.

2.2. All references herein to Schedules are references to Schedules to this Agreement and such Schedules form part of this Agreement.

2.3. Words importing one gender shall include other genders and words importing the singular shall include the plural and vice-versa.

2.4. Headings of this Agreement are inserted for convenience only and have no bearing on the interpretation of its terms.

3. COLLABORATION FRAMEWORK
3.1. TM has agreed to host the NJIT Branch at the Campus and assist NJIT in operating the Programs administratively in accordance with the framework approved by the governing and accreditation bodies of NJIT, including Middle States Commission on Higher Education and the New Jersey Secretary of Higher Education, without contradicting the Egyptian Law No. 162/2018 and the Decree of the Minister of Higher Education No. 4200/2018.

3.2. NJIT has agreed that the NJIT Branch will be hosted by TM at the Campus. The Academic Areas may not be changed by either Party without the written consent of both Parties.

3.3. The Parties, each as far as it concerns, agree to observe, apply and implement the Egyptian Law No. 162/2018 and Ministerial Decree No. 4200/2018, regarding the establishment and operation of the Branch, as of the Effective Date.

3.4. TM shall have the right to host branches of other foreign universities at the Campus outside the Academic Areas and Programs covered by this Agreement.

3.5. 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 TM during the Term of this Agreement and for three (3) years after the expiry of the term of this Agreement or its termination for any reason.

3.6. The Parties agree that students will be provided with the opportunity to study for a four (4) year Bachelor of Science degree within the Programs.

3.7. No Program will be offered that is not part of and/or substantially similar to the existing portfolio of programs offered by NJIT in its main campus in the USA and as approved by the New Jersey Commission on Higher Education and/or appropriate accrediting board. All academic programs and courses provided at the Branch will be determined by NJIT and will meet the regular academic standards and requirements of NJIT.

3.8. Subject to obtain the necessary governmental approvals in Egypt, the Parties may expand the Programs to cover additional Academic Areas, as well as potentially introducing graduate degree and non-credit executive education and training Programs by mutual agreement. Any new Programs initiated, or discontinuation of any existing Programs shall be undertaken only after the same is approved by the Minister of Higher Education in Egypt, Government of Egypt, TM and NJIT. NJIT will also have the right of first refusal to offer and operate all business start-up incubator Programs and economic development opportunities at the Campus upon terms and conditions to be negotiated and agreed upon by the Parties. For this purpose, (i) if the Parties agree on the terms and conditions for this new Programs within 60 days from the date of receiving a written notification to NJIT from TM the Parties shall execute an addendum to be attached as a new schedule to this Agreement; (ii) if the Parties cannot agree within 60 days from the date of receiving a written notification to NJIT from TM, TM shall have the right to agree with any other foreign universities or institutions to host the above mentioned Programs at the Campus.

3.9. Student records shall be the exclusive property of NJIT, and shall only be disclosed in accordance with applicable US and/or Egyptian laws and regulations, including to the extent permissible by the Egyptian Privacy Law No. 151/2020 and US Family Educational Rights and Privacy Act (FERPA). All students will be given the option of signing a FERPA waiver upon admission and/or enrolment to the Programs to permit NJIT to respond to parental inquires.
4. INSTITUTIONAL RESPONSIBILITIES AND OPERATIONAL ARRANGEMENTS OF THE PARTIES

4.1. Role and Responsibilities of TM

TM shall undertake, at its sole cost, the following role:

1. Obtain all the required licenses, registrations, permits and the like, to permit the establishment of the Branch and enable NJIT to deliver the Programs at the Branch.
2. Obtain all governmental approvals in Egypt.
3. Hire a consultant to perform a space needs analysis and create a Branch Master Plan.
4. Provide suitable premises and equip those premises, including as reasonably requested by NJIT from time to time during this Agreement.
5. Coordinate, through properly credentialed professionals approved by NJIT, the programming, design, and construction of the suitable premises.
6. Administratively operate the Branch Program in accordance with the terms of this Agreement and Egyptian Law 162/2018.
7. Equip and operate the library with sufficient computer technology, essential books and instructional materials, and as reasonably requested by NJIT from time to time during this Agreement. Third Parties will develop a detailed time schedule for all design phases and submissions.
8. In accordance with Egyptian employment and/or labour laws, hire, pay and employ a sufficient number of in-country (non-NJIT employees) administrative support staff to complement and assist NJIT’s qualified educators from NJIT’s USA campus.
9. Provide the logistics and material resources for the delivery of the Programs and maintain the same at an appropriate level in accordance with the requirements of NJIT.
10. Market the Programs based on the detailed marketing plan and information provided by NJIT.
11. Ensure from administrative perspective that the students’ enrolment in the Programs at the Branch is in accordance with NJIT’s entry requirements and procedures.
12. Use the system provided by or agreed with NJIT at the Branch for recording student enrolment onto, and withdrawal from, the Programs.
13. Ensure that the administrative standards required by NJIT and ensure adherence of NJIT’s normal policies and procedures.
14. Issue invoices and collect all tuition and Fees due and payable by students enrolled on the Programs.
15. Bring the Regulations and the information specified by NJIT to the attention of the students enrolled on the Programs and ensure that the adherence of the students thereto.
16. Record student information onto an appropriate system such as the names of all students enrolled onto the Program(s) and the courses for which they are registered after the date of registration in the Programs.
(17) Retain at its own expense on behalf of NJIT (not to be deducted from NJIT’s tuition percentage share), an Egyptian based international travel risk manager to provide emergency and/or medical evacuation services to NJIT expatriate employees in the event of unexpected changes in the Egyptian security and/or health environment.

(18) Retain at its own expense on behalf of NJIT (not to be deducted from NJIT’s tuition percentage share), an Egyptian international law firm to provide full legal representation to NJIT with respect to its Branch.

(19) It is the responsibility of TM and NJIT to review and comment on the drawings of the Branch to ensure it is fulfilling the general requirements of both Parties. TM nor NJIT's review shall not relieve the design firm of their responsibility to maintain the appropriate standard of care for the Branch planning, architecture, and engineering necessary to construct the Branch.

4.2. **Role and Responsibilities of NJIT**

NJIT undertakes to fulfill all the academic responsibilities and shall be responsible for academic standards of the Programs. NJIT shall be responsible for the appropriate academic standards including the accreditation standards applicable to NJIT in the USA that concern with the quality assurance of higher education. In this context, NJIT shall:

1. Provide the Programs at the Branch, according to the same academic level offered at the NJIT’s main campus in the United States of America, with the following in relation to the Programs: (i) the NJIT policies and regulations; and (ii) the Program academic specifications. NJIT will have complete control over instruction, curriculum planning, examination and academic assessment at the Branch.

2. Provide TM, from time to time, with a list of equipment, software, computers, laboratories, supplies, materials, and specifications regarding other required logistic support including furnishings, offices, etc., needed for the administration and delivery of the Programs at the Branch following the start of construction, including Operation of the library.

3. Provide the list of qualified educators from NJIT’s USA campus to be appointed to the Branch by NJIT. TM will exercise reasonable efforts to secure appropriate visas, residence and work permits, and to provide sponsorship for immigration and other purposes in a timely fashion for all NJIT expatriate faculty and their families.

4. Provide the requirements for the administrative staff to be hired and appointed by TM at the Branch as described under clause (19) (In-Country TM Personnel) and the requirements for the on-going staff’s sustainable development to the level and extent that NJIT deems to be appropriate for the delivery of the Programs.

5. Provide policies and procedures required for the quality assurance and assessment in relation to the Programs including requirements for admission and enrolment such as desirable Scholarship Aptitude Test (SAT) and Test for English as Foreign Language (TOEFL) scores. NJIT will have final authority and oversight with respect to the admission and
registration process, degree plans, conferring of such degrees and maintenance of all of its own official student records.

(6) Provide teaching materials for the Programs, such as course schedules, teaching assignments and needs, curricular structure, and course details, including master listing of courses and their syllabi (excluding textbooks and other learning materials to be purchased by students individually).

(7) Provide an appropriate assessment and examination process.

(8) Provide access to appropriate learning systems which support the delivery of the Programs to ensure that students on the Programs receive an equivalent student learning experience to students undertaking the same Programs at NJIT.

(9) Support TM’s marketing of the Programs hosted at the Campus through NJIT’s publications and website.

(10) Ensure the academic quality of the Programs in accordance with the standards required by NJIT.

(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. Students shall receive that degree award at an awards ceremony and students receiving the degree award to wear the appropriate NJIT academic dress.

(12) Provide students enrolled on 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.

(13) Grant students who have successfully completed the Programs and who have been awarded the NJIT degree, the same status and rights as other graduates of NJIT.

(14) Provide all the needed academic plans for the Branch including the estimated number of students, tuition, Fees, and expansions, if any.

(15) Provide all the documents required by TM for TM to obtain approval from the Ministry of Higher Education and the presidential decree for the establishing the Branch.

5. INTELLECTUAL PROPERTY

5.1. The Parties agree that all rights, title and interest in or to any teaching materials, information, data, improvements, discoveries, copyrightable materials, reports, documents, policies, procedures, processes, technology, know-how and any other intellectual property rights whatsoever (collectively “Intellectual Property Rights”) owned by a Party before and on the Effective Date or developed by a Party’s employees and personnel during the Term of this Agreement shall remain the property of that Party together with any goodwill attaching thereto.

5.2. Where any Intellectual Property Rights owned or licensed by a Party are required to be used for the purposes of delivering the Programs, the other Party acknowledges that it shall have no right to use the same except to the extent necessary for the operation of the NJIT Branch and subject to such consents and
restrictions as may be specified by the Party who owns the Intellectual Property Rights. In particular, any teaching materials required to provide and deliver the Programs and supplied by or produced on behalf of NJIT shall be used only for the purposes of teaching the Programs and for no other purposes.

5.3. Any research, innovations and new teaching materials developed or produced entirely independently by Branch’s 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 TM or the Branch as the case may be.

5.4. Intellectual Property Rights developed jointly by employees and personnel of both Parties during the Term of this Agreement shall be jointly owned by both Parties in equal parts. Intellectual Property Rights developed by students at the Branch during the Term of this Agreement shall also be jointly owned by both Parties in equal parts. For all jointly owned Intellectual Property Rights, the Parties shall decide which of the Parties will be responsible for administering the preparation, filing, prosecution, maintenance, and enforcement of the patent applications for such jointly owned Intellectual Property Rights. Where jointly owned Intellectual Property Rights include student inventors, the students will share in any net revenues resulting from commercialization of the same in accordance with NJIT’s published patent and copyright policies.

5.5. In-Country Personnel (defined below) members agree to furnish to NJIT copies of any proposed publications related to this Agreement at least thirty (30) days in advance of the submission to permit NJIT to: (a) make written comments on said publication (which shall not be binding); (b) object in writing because there is patentable subject matter which needs protection; or (c) because the publication contains an inadvertent disclosure of solely owned Confidential Information belonging to NJIT. NJIT shall provide its commentary or objections within thirty (30) days of receiving a proposed publication. In the event that NJIT makes a timely objection to a proposed publication due to patentable subject matter contained within the same, the In-Country Personnel member shall refrain from making such publication for a maximum of one-hundred twenty (120) days from the date of receipt of such objection in order for NJIT or TM to file US, Egyptian and/or foreign patent applications. In the event that NJIT makes a timely objection to a proposed publication due to Confidential Information belonging to NJIT being contained within the same, In-Country Personnel members shall remove such Confidential Information from such publication. TM shall obtain written agreements from all of the In-Country Personnel members upon hire evidencing their agreement and consent with this clause (5.5).

5.6. Each Party undertakes not to do or permit to be done any act which would or might jeopardise or invalidate any registration of the other Party’s name and/or logo as a registered trademark.

5.7. Each Party undertakes not to do or permit to be done any act which may be taken to indicate that it has a right, title or interest in or to the ownership or use of the other Party’s name and/or logo except under the terms of this Agreement. Each Party acknowledges that nothing contained in this Agreement shall give it any right, title or interest in or to the ownership or use of the other Party’s name and/or logo, save as granted under this Agreement.

5.8. TM has the right to use NJIT’s name, trademark and logo for the purposes of marketing and promotion of the NJIT Branch. NJIT has the right to use TM’s
name, trademark and logo for the purposes of marketing and promotion of the NJIT Branch TM.

5.9. All rights and title to TM’s name, logo or other Intellectual Property Rights, shall remain vested in TM together with any goodwill attaching thereto. All rights and title to NJIT’s name, logo or other Intellectual Property Rights, shall remain vested in NJIT together with any goodwill attaching thereto.

5.10. As soon as a Party (“Notifying Party”) becomes aware of any potential infringement of the other Party’s name, logo and/or Intellectual Property Rights, or any allegation that the other Party’s name, logo and/or any materials provided by the other Party infringe the rights of a third party, the Notifying Party shall give to the other Party full particulars in writing and the other Party shall have the conduct of all proceedings relating to its rights under this clause (5.10), and the right in its absolute discretion to take or defend any action as it deems appropriate. For the avoidance of doubt, the other Party will be responsible for the costs associated with any action taken by it under this clause (5.10), provided that the infringement or potential infringement is not due to any act, default or omission of the Notifying Party. The other Party shall be entitled to any damages awarded to it as a result of action taken under this clause (5.10). The Notifying Party shall provide at the other Party’s cost such assistance as the other Party may reasonably require in connection with any action taken under this clause (5.10).

6. PUBLICITY AND MARKETING

6.1. It is agreed by the Parties that any marketing and promotional material introduced by any Party shall be sent to the other Party to obtain its prior approval on the content.

6.2. TM shall be responsible for the promotion and marketing of the Programs and for providing information requested by prospective students.

6.3. NJIT shall also reasonably promote and market the Programs through its publications, marketing materials and website. Where appropriate, promotion and marketing of a Program shall refer to opportunities for students to be enrolled in the Programs provided in the Campus.

6.4. TM and NJIT agree not to do anything, which would damage the reputation and/or business of the other Party. For the avoidance of doubt, this shall not prevent any Party from exercising any rights or performing any other obligations under this Agreement.

6.5. Consistent with NJIT’s accreditation requirements and limitations, TM and the Branch shall be entitled, during the Term of this Agreement, to publish and use all academic materials and information (except Confidential Information) provided to TM and the Branch by NJIT relating to the Programs without need for further prior written consent of NJIT. Any materials or information published by TM and the Branch must be published in accordance with the promotional guidelines to be developed by TM, the Branch and NJIT and strictly in accordance with NJIT’s instructions from time to time.

6.6. During the Term of this Agreement and consistent with all applicable accreditation requirements and limitations, each Party and the Branch may use the name, trademark, and logo of the other Party and a joint logo configuration to be mutually agreed upon (“Logo Lockup”) in connection with the Programs
provided that the name and logo of each Party and Logo Lockup shall be used only in connection with the Programs and for no other purpose.

6.7. The use of NJIT’s name and/or logo by TM and the Branch shall at all times be in keeping with and seek to maintain its distinctiveness and reputation as reasonably determined by NJIT. If NJIT believes that its name and/or logo is not used in this manner, it will discuss with the TM and the Branch in good faith, how to cure this matter.

6.8. The use of TM’s name and/or logo by NJIT shall at all times be in keeping with and seek to maintain the distinctiveness and reputation of this entity as reasonably determined by TM. If TM believes that its name and/or logo is not used in this manner, it will discuss with the NJIT in good faith, how to cure this matter.

7. CONFIDENTIALITY

7.1. The performance of this Agreement by the Parties may require the exchange of proprietary or confidential information, which may include but not be limited to, business and technical information, data, inventions, know-how, ideas, procedures, methods, techniques, financial projections, software, experimental work, academic or research plans and the like (hereinafter collectively “Confidential Information”). Each Party shall keep and procure to be kept secret any Confidential Information belonging to the other Party disclosed as a result of the relationship of the Parties under this Agreement, provided it is marked or identified as confidential or of such a nature that a person exercising reasonable business should understand it to be confidential, and shall not use nor disclose such information save as envisaged in this Agreement. Where disclosure is made to any employee, consultant or agent, it shall be done subject to obligations equivalent to those set out in this clause (7) and each Party shall be responsible to the other Party in respect of any disclosure or use of such Confidential Information by a person to whom disclosure is made. The confidentiality obligations described herein shall continue for the Term of this Agreement, and for a period of three (3) years thereafter.

7.2. The obligations of confidentiality in this clause (7) shall not extend to any matter which:
(a) is in or becomes part of the public domain otherwise than by reason of a breach of the obligations of confidentiality in this Agreement;
(b) either Party can show was in its written records prior to the date of disclosure of the same by the other Party under this Agreement;
(c) it receives from a third party independently entitled to disclose it; or
(d) is required to be disclosed in accordance with a statutory, legal or regulatory obligation, court order, subpoena or other government demand, placed upon the Party making the disclosure, either as per the Egyptian Law or New Jersey Open Public Records Act.

8. ENTERING INTO FORCE AND TERM

8.1 This Agreement shall come into force on the Effective Date.

8.2 This Agreement shall continue for a period of ten (10) years (“Initial Term”) starting from First Intake.
8.3 The term of this Agreement shall be automatically renewed for an additional ten (10) years (hereinafter “Extended Term”) at the end of the Initial Term and/or at the end of each Extended Term, unless either Party provides written notice to the other Party that it does not wish to renew the Initial Term or any Extended Term at least three (3) years prior to the end of the Initial Term or any Extended Term (the “Initial Term” and any “Extended Term” are together the “Term”). Termination, expiration or non-renewal of this Agreement shall not affect any right of either Party accrued prior to such termination, expiration or non-renewal.

9. FORCE MAJEURE

9.1 If a Party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event (“Affected Party”) beyond its reasonable control, including but not limited to acts of war, revolution, insurrection, terrorism, civil unrest, strikes or work stoppages, fire, flood, earthquake, epidemic/pandemic (Covid-19), order of government or public authority, or other natural disaster, the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

9.2 The Affected Party shall:
   (a) as soon as reasonably practicable after the start of the Force Majeure Event, notify the other Party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement, and
   (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations, the students enrolled on the Programs and the staff teaching on the Programs.

9.3 Where a Force Majeure Event occurs, the non-affected Party may suspend performance of its obligations under this Agreement by giving written notice to the Affected Party.

9.4 If the Force Majeure Event prevents hinders or delays the Affected Party’s performance of its obligations for a continuous period of more than six (6) months, the Parties shall exhaust all possible solution to maintain the application and enforcement of this Agreement. Failure to do so by any Party the other Party may terminate this Agreement.

9.5 Where the Agreement is suspended or terminated in accordance with this clause, the provisions of clause (11) (Discontinuance of Programs) shall apply.

10 TERMINATION:

10.1 If NJIT fails to provide the Programs to the NJIT Branch at the same level and quality as it is provided in the main campus of NJIT, TM shall have the right but not obligation to terminate this Agreement without need to take any legal or judicial action or obtain judicial or arbitral award. Any such failings will be brought to NJIT’s attention by TM in a timely manner. For the avoidance of doubt, termination may only be initiated if NJIT is unable to cure the default within (180) days.
10.2 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: (a) the approval of the Egyptian Ministry of Higher Education to establish the Branch is not issued during nine (9) months from the date of obtaining approvals by NJIT from Middle States Commission on Higher Education and/or New Jersey Secretary of Higher Education (for clarification, this period shall start from the date of NJIT’s notification to TM); or (b) if NJIT cannot obtain the approval to establish the Branch from the Middle States Commission on Higher Education and/or New Jersey Secretary of Higher Education by 31 January 2023. In the above two events of termination, no Party shall be legally responsible vis-a-vis the other Party. The tentative Middle States Commission on Higher Education Approval Timeline will be provided and attached hereto as Schedule (2).

10.3 This Agreement may also be terminated early upon: (a) mutual agreement between the Parties; (b) upon one hundred and eighty (180) days prior written notice for material non-performance in the event that the breaching Party fails to remedy its breach to the satisfaction of the non-breaching party within a period of (180) days; or (c) general causes according to any Applicable Law.

10.4 Any provision of this Agreement that by its nature is intended to survive termination and/or expiration, including but not limited to clauses 5, 7, 10, 11, 13-15, 18, 19, 20 and 21, shall survive termination and/or expiration of this Agreement.

11. DISCONTINUANCE OF PROGRAM(S) OR EXPIRATION OR TERMINATION OF THIS AGREEMENT

11.1 If any Program is discontinued for any reason or if this Agreement is terminated for any reason and on the date of discontinuance or termination any student(s) has commenced on a Program but not completed it, NJIT shall ensure that any such student(s) has an opportunity to complete the Programs and obtain their degree, including permitting such affected students to pursue transfer to NJIT’s campus in the USA. TM will provide such cooperation, assistance and resources (including in particular financial resources, staff, facilities and equipment) as required by NJIT in order to facilitate the completion of the Programs.

11.2 Where a Program is discontinued for any reason, the Parties shall stop any further marketing and/or recruitment of and for any Program(s) which will not be completed before the discontinuation date or expiration or termination date.

12. 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 TM marked for the attention of Chairman of TM. Any such notice shall be deemed to have been received upon proof of receipt.
13. **APPLICABLE LAW**

This Agreement shall be governed by and interpreted in accordance with the laws of Egypt.

14. **SETTLEMENT OF DISPUTES**

For the purpose of settling any disputes or claims that may arise concerning the performance of this Agreement, 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, all disputes arising out of or in connection with performance of this Agreement in the Egypt Territory shall be finally settled under the Rules of Arbitration of the Cairo Regional Center of International Commercial Arbitration ("Rules") by three (3) arbitrators to be appointed in accordance with said Rules. The seat of such arbitration shall be Cairo. The language of the arbitrations shall be English. The applicable law shall be pursuant to clause (13) (Applicable Law).

15. **REPRESENTATIONS, WARRANTIES AND INDEMNITIES**

15.1 TM represents and warrants that it has all necessary rights of ownership of the land on which the premises of the Campus will exist.

15.2 TM represents and warrants that the New University Institution will execute the Deed of Transfer and Assignment, attached hereto as Schedule (1) within (90) days after the issuance of the Presidential Decree to establish the Branch, to perform this Agreement. NJIT undertakes to execute the Deed of Transfer and Assignment attached hereto as Schedule (1) within (180) days after the issuance of the Presidential Decree to establish the Branch.

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 TM’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 TM, 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). TM 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 negligent acts or omissions or misconduct by NJIT, its 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) (Insurance). The indemnification obligation provided for by this clause (15.5) shall survive the termination and/or expiration of this Agreement.

16. INSURANCE

16.1 TM shall provide a its own cost and expense insurance for itself and NJIT against any liability for damage or injury, which may occur to any person, entity or TM’s own property (including Campus parking and other common areas) with the following minimum coverages: (a) workers’ compensation (or comparable) at in-country required limits; (b) employer’s liability (including all occupational diseases) with at least $1,000,000 (USD) per employee/accident; (c) commercial general liability (including premises, completed operations, contractual liability, property damage, sexual abuse and molestation) with at least $1,000,000 (USD) each occurrence/combined single limit and $2,000,000 (USD) aggregate; (d) excess liability in the amount of $5,000,000 (USD) (including sexual abuse and molestation); (e) business auto liability insurance including owned, non-owned and hired vehicles with combined single limits for bodily injury and property damage of not less than $1,000,000 (USD) each accident; (f) educator’s legal liability or equivalent in the amount of $5,000,000 (USD) (to include educator’s professional liability, employment practices and directors & officers); and (g) all risks property insurance in an amount adequate to cover the replacement cost of all TM equipment, installations, fixtures and contents of the Branch in the event of loss.

16.2 TM shall provide NJIT with certificates of all required insurances naming NJIT as an additional insured thereon (including for NJIT’s own acts or omissions at the Campus) on a primary and non-contributory basis and providing NJIT with at least thirty (30) days’ notice of cancellation and/or termination. Waiver of subrogation applies to all coverages as permitted by law. All required insurance coverages shall be written on a form reasonably satisfactory to NJIT by a good and solvent insurance company of recognized standing, admitted to do business in Egypt, provide coverage on an occurrence basis where applicable, and be maintained for the entire Term of this Agreement. Any deductible in excess of $10,000 (USD) is subject to prior approval by NJIT.

16.3 TM shall also keep in place insurance, which provides for the payment of all costs related to or associated with the arrangements made by NJIT to enable students to complete their Programs as per the Decree of the Minister of Higher Education 4200/2018.

17. ASSIGNMENT OF AGREEMENT

17.1 TM shall transfer the whole of this Agreement (including all of its rights, liabilities and obligations under this Agreement) to the New University...
Final Draft

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, TM 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 Schedule (1) 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 TM in all of its rights, liabilities and obligations under this Agreement, including the recourse to arbitration under clause (12) (Settlement of Disputes), as if the New University Institution has been party to this Agreement since the Effective Date. From such date TM shall no longer be considered as a Party to this Agreement 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.

17.2 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.

18. FINANCIAL ARRANGEMENTS

The Parties shall agree upon the Financial Arrangement within (90) days from the Effective Date. This financial agreement shall be reflected as a supplemented Schedule (4).

19. IN-COUNTRY PERSONNEL

19.1 TM agrees, in accordance with Egyptian employment and/or labour laws, to hire, pay and employ a sufficient number of in-country (non-NJIT employees) 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 by 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). TM 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.

19.2 All employment and labour disputes between TM and In-Country Personnel shall be solely handled by TM and NJIT shall have no responsibility and/or liability for the same. To the greatest extent possible, NJIT shall cooperate with TM in formulating an academic calendar that will facilitate TM’s compliance with all applicable Egyptian employment and labour laws, including the Programs’ Intake Dates, end dates, holidays, and on-site registration.

19.3 No In-Country Personnel shall be authorized or empowered to act as agent for NJIT for any purpose and shall not on behalf of NJIT enter into any contract, warranty, commitment or representation as to any matter. All In-Country Personnel shall be employees of TM and shall not entitled to any benefits otherwise applicable to NJIT employees or faculty.
19.4 The number of required In-Country Personnel shall be determined by agreement between the Parties and TM agrees to maintain and fully fund adequate numbers of the same throughout the Term of this Agreement and to reasonably increase the number of such employees at the request of NJIT in order to maintain a quality level of teaching services as per the norms of NJIT and the appropriate accreditation boards.

19.5 NJIT will appoint (as an employee of NJIT) a Dean and/or Executive Director (actual final title to be determined by NJIT) for placement on-site at the Campus and will identify and install the selected candidate before the first Intake Date. The Dean/Executive Director will have direct day-to-day control and authority on behalf of NJIT for all academic and student decisions and employment matters concerning NJIT’s own employees and the recruitment, selection, monitoring, evaluation and oversight of all In-Country Personnel employed at the Branch.

19.6 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 shall be primarily 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 in order for the other Party to be aware of the incident and for TM to retain in-country legal counsel for advice and legal representation of NJIT and/or TM at TM’s sole cost and expense (not to be deducted from NJIT’s tuition percentage share).

20. BRANCH REQUIREMENTS

The Parties shall observe and perform the Branch Requirements as set out in Schedule (3) attached hereto.

21. GENERAL

21.1 This Agreement constitutes the entire agreement between the Parties in relation to its subject matter and supersedes all prior agreements, understandings or discussions between the Parties other than representations made fraudulently.

21.2 This Agreement may not be modified except by an instrument in writing signed by the duly authorised representatives of each of the Parties.

21.3 Nothing in this Agreement shall create, or be deemed to create a partnership, joint venture or relationship of principal and agent between the Parties.

21.4 The rights and remedies of each Party in respect of this Agreement shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time by one Party to the other nor by any failure of or delay by a Party in ascertaining or exercising any such rights or remedies.

21.5 The Parties agree to co-operate in dealing with or defending any claim by a third party arising out of the execution of this Agreement.

21.6 The provisions of this Agreement are severable and distinct from one another, and, if any time any of the provisions is or becomes invalid, illegal or
unenforceable, the validity, legality or enforceability of the other provisions shall not in any way be affected or impaired.

21.7 In the implementation of this Agreement, the Parties agree to respect all the applicable laws and regulations in the Egyptian Territory, public order rules as well as the traditions and culture of Egyptian people provided with respect to NJIT, that such laws, regulations, cultural, religious and/or social customs do not cause NJIT to violate the laws of the USA or the State of New Jersey (USA).

21.8 In the implementation of this Agreement, the Parties also agree to respect the applicable laws and regulations of the USA and State of New Jersey, including: (a) Protection of Human Subjects (45 CFR Part 46); (b) US Export Control (Arms Export Control Act, 22 USC 2751-2794; US International Traffic and Arms Regulation, 22 CFR Part 120; Arms Administration Act, 50 USC 2401-2420; and US Export Administration Regulations 15 CFR 730-774); and (c) Foreign Corrupt Practices Act (15 USC §§ 78dd-1, et seq.) and all in-country laws regarding bribery and corrupt practices. Each Party agrees not to take any action that would cause another Party to be in violation of US Anti-Boycott laws and regulations or to participate or cooperate, directly or indirectly, in an international boycott in any manner that would result in any fine, penalty or tax under any US Anti-Boycott law or regulation under the US Export Administration Act of 1979 (and all amendments thereto).

21.9 NJIT undertakes to provide TM with all the letters, documents and information requested by the Ministry of Higher Education and any other governmental authorities required by TM to obtain the approvals and the Presidential Decree.

21.11 Without prejudice to clause (21.7), in performing this Agreement, TM shall not discriminate against any student 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.

21.12 This Agreement 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 Branch Campus Agreement to be signed in their respective names as of the day and year below written.

**Tatweer Misr for Touristic Investments and Land Reclamation**

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

**New Jersey Institute of Technology**

By: 
Name: Dr. Joel S. Bloom
Title: President
Date: 

Rev. NJIT/TM 4-11-21
SCHEDULE 1

DEED OF TRANSFER AND ASSIGNMENT

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

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

AND

(2) ................................................., a university institution established under law 162/2018 pursuant to Presidential Decree No. ---------, located at .............................................................., Cairo, Egypt, acting by an authorized signatory xxx, the President of [to be named] (hereinafter “...............” or “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. Joel S. Bloom, 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 Assignee is established as a university institution in accordance with the Presidential Decree No. ---------;

Whereas, the Assignor and NJIT have executed a Branch Campus Agreement effective Sunday 11 April 2021 (being referred to hereafter, including all schedules thereto as, “The Agreement”), by which NJIT has accepted the desire of TM to host a branch of NJIT’s university (“NJIT Branch”) in Mostakbal City, Egypt, at Assignee’s university campus.

Whereas, NJIT has accepted to establish the NJIT Branch at Assignee’s university campus in Mostakbal City, Egypt, pursuant to the terms and conditions of the Agreement.

Whereas, pursuant to Article 3 (Collaboration Framework) of the Agreement, TM and NJIT have agreed that upon the establishment of Assignee’s university and its existence as a legal entity pursuant to Law No. 162/2018 and the Presidential Decree No. xxx, the Agreement shall be transferred and assigned from TM 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.

2. **PURPOSE OF TRANSFER AND ASSIGNMENT**

The purpose of the assignment pursuant to this Deed of Transfer is to transfer the Agreement dated Sunday 11 April 2021 from TM to Assignee, together with all the rights and obligations stated under the Agreement.

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.

3.2 The Assignee shall be obliged and shall have all the rights in the Agreement. Assignee hereby covenants and agrees that it accepts and assumes 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 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 Nothing in this Deed of Transfer shall detract any of TM and NJIT’s obligations stated under the Agreement.

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

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

(1) The Agreement is 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. This consent shall not be construed as a consent by NJIT to, or as permitting, any other or further assignment of the Agreement, and no other or further
assignment of the Agreement will be made by Assignee without NJIT’s prior written consent in each instance, in accordance with the provisions of the Agreement.

(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 TM wherever TM is mentioned under the Agreement. Therefore, all of TM’s rights, liabilities and obligations under the Agreement, including the recourse to arbitration under Article 14 (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, TM shall not be a party to any arbitral procedure related to the Agreement.

(5) Form the Effective Date of this Deed of Transfer, TM shall no longer be considered as a Party to the Agreement 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. TM shall not be part of any of these communications or notices from the Effective Date of this Deed of Adherence.

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 telex or 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: joel.bloom@njit.edu
Attn: Dr. Joel S. Bloom, President
United States of America

Assignee [............................]

...........................................

...........................................

Egypt

TM
20 Aisha Al Taimoria, Garden City, Cairo.
Tel: +202 27929892
Email: ahmed.shalaby@tatweermisr.com
Attn: Dr. Ahmed Shalaby
Egypt

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, 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 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. For the avoidance of doubt, any dispute arising under this Deed of Transfer 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.

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 to be signed in their respective names as of the day and year below written.

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

[..........................]
By: 
Name: 
Title: 
Date: 

New Jersey Institute of Technology

By: 
Name: Dr. Joel S. Bloom
Title: President
Date: 

Approved Legal
SCHEDULE 2

MIDDLE STATES COMMISSION ON HIGHER EDUCATION (MSCHE)
APPROVAL TIMELINE
(To be provided)
SCHEDULE 3

CAMPUSS REQUIREMENTS

1.1 TM shall provide all financial resources and other inputs required for all necessary Branch infrastructure and shall provide all necessary day-to-day logistic support in the administration of the Branch location. The Branch infrastructure planning, design and/or establishment should include at minimum, sufficient administrative units/offices, class-rooms, tutorial rooms, library, laboratories, seminar rooms, computational facilities, infrastructure for delivery of course materials, language laboratories and all other infrastructure as required/specify by and agreed by both parties at early stages, any further changes will be discussed by both parties and will be agreed before applying with reasonable method and time.

1.2 TM agrees to provide at its sole cost and expense a Branch infrastructure, including any temporary facilities, that is attractive, state-of-the-art, progressive, safe, and appealing to NJIT students, faculty, staff and guests, thus contributing to the enhancement of the international reputation of the Programs and NJIT. The Campus design and operation shall reflect the needs of a diverse international campus community and promote a high standard of professional appearance.

1.3 The Branch will be executed in four (4) phases over four (4) years, with a grace period agreed by the parties.

1.4 TM will hire a third party / parties, at its sole cost to create the branch master plan and design drawings for each phase of the Branch. NJIT will be involved in the process of the selection of the third party / parties.

1.5 TM will submit a preliminary main time schedule for the full Branch project, including a breakdown for each phase, and this schedule will be reviewed and adjusted according to all changes that may happen during the process.

1.6 TM will submit a full RFP as preparation for the selection process of the third party / parties, with NJIT reviewing and approving the final version with TM before issuing. The RFP shall include the deliverables for the Branch master plan and each design phase to facilitate the shared review of both TM and NJIT.

1.7 The third party / parties will develop a detailed time schedule for all drawing phases and submissions, after review and approval from TM and NJIT, it will be the agreed dates of the project and shall be reflected on the main time schedule (mentioned in the previous point).

1.8 It is the responsibility of TM and NJIT to review and approve / comment on the drawings of the Branch, that will be submitted by third party / parties, to ensure it is fulfilling the general requirements of both Parties. The timeframes and milestones for review and approval will be defined on the detailed time schedule to ensure that the design process is proceeding in accordance with the schedule. NJIT's review shall not relieve the design firm of their responsibility to maintain the appropriate standard of care for the campus planning, architecture, and engineering necessary to construct the Branch.
1.9 TM is responsible for the Branch readiness for the students to start the academic year according to the agreed dates and phasing. TM will provide regular updates on construction progress and allow NJIT to visit the Campus during construction.

1.10 TM is responsible for all the governmental approvals in Egypt only; however, the exact timing of approval is subject to the governmental authorities, any delays in the approvals shall affect the proposed timeline of the project will be discussed with NJIT and both parties will agree on the mitigation measurements needed for to complete the four phases of campus delivery.

1.11 During the Term of this Agreement, NJIT shall have the exclusive right to use the Branch infrastructure and/or spaces identified on the design plans for the same, and all furniture, equipment, materials, supplies, fixtures, machinery, instruments, and the like located therein, as being allocated to NJIT only, and a non-exclusive right to use those Branch common areas indicated on such plans to be shared with other occupants, such as entranceways, lobbies, corridors, lavatories, stairways, elevators, parking spaces, etc. All use of the Branch during the Term of this Agreement shall be free of charge or rent. In the event of termination of this Agreement as provided for in this Agreement, NJIT shall be permitted to use the Branch for a reasonable period of time after termination (not to exceed 180 days) to facilitate the orderly closure of the Branch by NJIT.

1.12 TM will cause to be furnished and maintained throughout the Term of this Agreement all necessary utilities, services and items required for NJIT’s operation of the Branch at TM’s sole cost and expense, including but not limited to heating, ventilation, and air conditioning (HVAC), furnishings, computers, internet service, potable water, gas (subject to availability and authorities approvals), electricity, office equipment, furniture, appliances, cleaning/janitorial services, trash removal, materials, laboratory gases, supplies, etc. Subject to reasons beyond its control, TM agrees, at its expense, to maintain and keep in good repair the Branch during the Term of this Agreement, including any damages caused by students and visitors. There shall be no liability on the part of NJIT (nor obligation to make repairs) for any portion of the Branch. All damage or injury to the Branch shall be repaired, restored, or replaced promptly by TM at its sole cost and expense. In the event that TM shall fail to make such necessary repairs, within reasonable time restorations and replacements, any charge or cost so incurred by NJIT shall be promptly reimbursed by TM. TM agrees to keep the Branch and all parts thereof in a clean and sanitary condition and free from trash and flammable/hazardous materials.

1.13 TM’s administrative responsibilities shall include but not be limited to the following: (a) comply with all applicable Egyptian and rules relating to Branch construction, operation and/or maintenance, including but not limited to, sanitation and safety requirements and health policies and procedures; (b) notify NJIT immediately of any unsafe or unhealthy conditions and take appropriate action to remedy the condition(s); (c) inform NJIT of any personal injuries and/or accidents, which require medical treatment; (d) obtain all necessary permits and licenses and pay all inspection fees associated with the operation of the Branch (results of all governmental inspections will be immediately given to NJIT); (d) collect and remit to the appropriate taxing authorities all taxes (if any); (e)
maintain all capital equipment in excellent repair and condition and be responsible for the maintenance contracts and scheduling of maintenance of all capital equipment; and (f) be responsible for maintaining first aid equipment and supplies in sufficient quantity and Branch areas.
SCHEDULE 4
FINANCIAL ARRANGEMENTS

1. Pre-Opening Budget
It is agreed that TM 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 TM and NJIT will review the draft of academic budget for each Academic Year and the Parties shall meet to discuss them 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 2022 (FY23) to Fall 2026 (FY27) – NINETY FIVE PERCENT (95%) to TM and FIVE PERCENT (5%) to NJIT; and

   (b)    Academic Year starting Fall 2027 (FY28) to the end of the Term – NINETY FOUR PERCENT (94%) to TM and SIX PERCENT (6%) to NJIT.

2.2 TM 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.

2.4 TM will provide NJIT from time to time a financial transactions report with accurate records of all financial transactions approved by his chartered accountant. The financial transaction report will be available for review, audit and verification by NJIT upon request on reasonable advance notice and on their expenses.