

Memorandum of Understanding between BMJ Publishing Group Limited (BMJ) and Mutah University (MU) to establish a mechanism for accreditation in Jordan of BMJ Best Practice and BMJ Learning

THIS MEMORANDUM OF UNDERSTANDING is dated 2.8.17

PARTIES

- (1) **BMJ PUBLISHING GROUP LIMITED**, a limited liability company (company number: 03102371), whose registered office is situated at BMA House, Tavistock Square, London, England, WC1H 9JR ("**BMJ**"); and
- (2) **Mutah University**, registered as a Governmental non-profit University, whose registered address is Mutah, Karak 61710, PO Box 7, Jordan ("**MU**")

BACKGROUND & INTERPRETATION

Online learning resources, such as BMJ's Best Practice ("**BMJ BP**") and BMJ Learning ("**BMJ-L**"), are increasingly available as a means of continuing medical education in all countries. Most countries are developing systems whereby they can accredit such online learning resources. When accrediting online learning resources, the most straightforward method is to accredit the provider of the online learning resources, saving the time of going through each online learning resource individually. This can be done by assessing the processes that the provider uses to create the online resources.

MU and BMJ have agreed to discuss the possibility of working together on opportunities in training and development in the healthcare sector in Jordan. MU and BMJ intend to expand and strengthen their educational cooperation by entering into this Memorandum of Understanding ("**MOU**") relating to the accreditation of BMJ by MU. This is intended for the purpose of setting out intentions with respect to the proposed collaboration. This MOU will assist the parties as they work together towards preparation and finalisation of a formal agreement.

For the purposes of this MOU we shall refer to each of BMJ Publishing Group Limited and Mutah University as a "Party" and collectively as the "Parties".

The terms of this MOU are not exhaustive nor are they legally binding unless otherwise stated.

1. Accreditation

1.1 MU shall provide accreditation services to BMJ in Jordan as follows:

1.1.1 MU has reached the understanding (and BMJ hereby confirms) that the editorial processes of BMJ in relation to BMJ-L and BMJ BP adhere to the following standards:

- i. The learning outcomes of the content are stated at the start;
- ii. The content is evidenced based;
- iii. The content is independent;
- iv. The content is peer reviewed;
- v. The content is updated;
- vi. The content is created according to best medical education practice in the UK;
- vii. The e-learning content is interactive;
- viii. The e-learning content, incorporates suitable new media as and when it is available;
- ix. Where the content includes an assessment, such an assessment is in a reliable and valid format (e.g. single best answer or extended matching questions);
- x. Where relevant the content enables links to further resources at the end;
- xi. The content enables users to reflect on their learning;
- xii. The content enables users to give feedback;
- xiii. The content enables users to achieve a certificate of completion at the end which confirms they participated in the learning;
- xiv. Users are able to record the fact that they have completed the learning content in an online professional development portfolio;
- xv. The content makes clear any competing interests that the producer or creator of the content may have;
- xvi. any authors or speakers who contribute to the content have been chosen by BMJ and

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xvii. The content makes clear any supporting commercial funding that has been made available for the content.

1.1.2 On the strength of the understanding set out in 1.1.1, MU will apply to the Jordan Medical Council for obtaining CME credits for BMJ-L and BMJ BP.

1.1.3 Following the approval of the Jordan Medical Council, MU will recognise BMJ as being accredited for the purposes of continuing educational development in Jordan in the medical and healthcare field.

1.1.4 Healthcare professionals and physicians located in Jordan can thus claim continuing professional development credits for their activity on BMJ-L and BMJ BP.

1.1.5 If applicable, where certificates of completion are provided with BMJ-L and BMJ BP courses, BMJ shall include MU's logo for accreditation purposes only.

1.1.6 Where BMJ decides to run a workshop or event with MU, BMJ and MU will agree separate contracts for each.

2. Intellectual Property

2.1 This clause 2 shall be legally binding.

2.2 The Parties agree that BMJ owns or holds any and all intellectual property rights in BMJ-L and BMJ BP whether now in existence or created in future.

2.3 MU hereby grants a non-exclusive, royalty-free, worldwide licence to BMJ to use MU's name, trade mark and logo on its website for the purposes of promoting the accreditation by MU of BMJ for the term of this MOU.

2.4 BMJ hereby grants a non-exclusive, royalty-free, worldwide licence to MU to use BMJ's name, trade mark and logo on its website for the purposes of promoting the accreditation by MU of BMJ for the term of this MOU. Any use by MU of BMJ's name, trade mark and logo, will be subject to any brand guidelines provided by BMJ to MU and subject to BMJ's prior written approval.

2.5 BMJ will provide links to BMJ-L and BMJ BP to MU, which MU will display on its website. MU will assist in the promotion of the BMJ resources.

2.6 In the event that either Party develops marketing material, press releases and/or public announcement to promote the accreditation of BMJ under the terms of this MOU, the content of such marketing material, press releases and/or public announcement will be subject to prior written agreement between the Parties.

3. Confidentiality

3.1 This clause 3 shall be legally binding.

3.2 Each Party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other Party, except as otherwise permitted in this MOU.

3.3 Each Party may disclose the other Party's confidential information:

3.3.1 to its employees, officers, representatives or advisers who need to know such information for the purpose of the performance of the MOU provided each Party ensures that its employees, officers, representatives or advisers to whom it discloses the other Party's confidential information keep the relevant information confidential; and

3.3.2 as may be required by law, court order or any governmental or regulatory authority.

3.4 Neither Party shall use the other Party's confidential information for any purpose other than for proper performance of the MOU.

4. Costs

4.1 This clause 4 shall be legally binding.

4.2 Each Party is responsible for its own costs in connection with the preparation and negotiation of this MOU and any documents contemplated by it.

5. Term

5.1 This MOU shall commence on 1 May 2017 and shall continue until terminated by either Party in accordance with the terms of this MOU.

5.2 Either Party may terminate this MOU for convenience on twelve months' prior written notice to the other Party at any time during this MOU, without having to give any reasons for doing so.

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5.3 Upon termination of the MOU, all licences granted in this MOU, will expire.

6. Status & Language

6.1 This clause 6 shall be legally binding.

6.2 Nothing in this MOU is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either Party as the agent of the other Party, nor authorise either of the Parties to make or enter into any commitments for or on behalf of that other Party.

6.3 Where the terms of this MOU have been translated into a language which is not English, this has been done for convenience only and to aid a Party's interpretation of the terms. The Parties acknowledge and agree that in the event of any conflict between the English language version and a version in any other language, the English language version shall prevail.

7. Variation

Any changes to this MOU must be evidenced in writing (which may include email) by the signatories hereof.

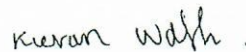
8. Governing law and jurisdiction

8.1 This MOU and all disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by English law.

8.2 The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this MOU or its subject matter or formation (including non-contractual disputes or claims).

We confirm our agreement to the terms of this MOU:

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Date
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Date: 2.8.17
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