

Memorandum of Understanding between South East Technological University and Carlow College St Patrick's

1. Parties

The Parties to this Memorandum of Understanding (MOU) are:

South East Technological University which is registered in Ireland with registered charity number 20206428 and with an address at Cork Road, Waterford X91 KOEK, Republic of Ireland ("**SETU**"); and

Carlow College (also known as St Patrick's College Carlow), which is registered as a charity in Ireland with registered charity number 20027261 and with an address at College Street, Carlow, Co. Carlow, Republic of Ireland ("**CCSP**").

2. Preamble and Overview

The Parties enter into this MOU -

- Having regard to the long standing and central role of the Parties in the provision of high-quality higher education in the South East;
- In recognition of the shared priority which the parties give to the protection of the interests of the students currently registered in CCSP;
- In furtherance of the desire of CCSP to ensure that the campus of CCSP continues to play a significant role in the South East higher education system for the future as an integrated part and campus of the SETU estate while acknowledging that SETU shall be free to develop the campus in accordance with its own future requirements subject always to any restriction on title and pursuant to the Cy Pres Scheme;
- In acknowledgement that the process now envisaged is a multi-phased process comprising-
 - enabling CCSP to complete the programmes of study now engaged in by the students registered in the College over a period of not more than two academic years ("the teach out period");
 - carrying out a phased redundancy programme of the staff of CCSP in response to the gradual reduction in the number of registered students; and
 - CCSP fully and unequivocally intends that the full outright transfer of ownership of the CCSP campus (as outlined in the attached map and hereinafter, the "Campus") to SETU will proceed at the close of the teach-out period or as soon as is possible thereafter and acknowledges that this is a core tenet of the Departmental funding which is to be given as part of the multi-phased process

outlined above to enable CCSP to deliver the teach-out period and pay its redundancy costs. Due to the property being subject to a first registration application with Tailte Éireann on the basis of possessory title (as well as the need to comply with any other regulatory consent processes, including with the Charities Regulator, if applicable), the timing of an outright transfer is outside of the control of CCSP at present and therefore CCSP agrees to make all reasonable endeavours to progress and submit the first registration application (as well as any other regulatory consent applications) as soon as possible. Additionally, the Parties agree that should the First Registration application/ Charities Regulator consent not come through before the end of the teach-out period, they will agree on acceptable interim arrangements and these may include the granting of a lease or the granting of whatever interest CCSP is able to convey or give at the applicable juncture.

3. Purpose and Status of this MOU

This MOU is intended to form the basis of legally binding agreements which will be entered into at a later date (including a contract for the transfer of the Campus), and does not itself constitute such an agreement.

4. Fundamental Principles

Protecting the interests of students registered in CCSP is a priority for both Parties.

CCSP remains solely responsible for its academic operations, staffing, employment obligations, and delivery of programmes during the teach-out period.

SETU shall not assume operational control of CCSP, shall not become the employer of CCSP staff, and shall not deliver teaching, assessment or student services during the teach-out period.

SETU's involvement is conditional, limited and time-bound, and arises solely from its role as the designated funding conduit and governance oversight body for Exchequer funding. In particular, SETU's involvement is strictly conditional upon:

- (a) SETU's receipt of prior binding written commitment from the Department of Further and Higher Education, Research, Innovation and Science (as approved by the Department for Public Expenditure and Reform) to pre-fund, by way of payment to SETU, the full costs of the teach-out programme, all redundancy costs for the staff and including all costs of and incidental to the acquisition of the Campus and without recourse once such funds have been properly expended;
- (b) SETU's receipt of written confirmation from the Department that it need not provide a business case for the acceptance of the obligations herein or the acceptance of the transfer of the Campus beyond the scope of this MoU;
- (c) SETU not assuming any financial obligations beyond the scope of the Exchequer funding provided to it;

- (d) SETU not being bound to adopt any approach to future recruitment of staff other than open competition; and
- (e) CCSP fully and unequivocally intends that the full outright transfer of ownership of the Campus to SETU will proceed at the close of the teach-out period or as soon as is possible thereafter and acknowledges that this is a core tenet of the Departmental funding which is to be given as part of the multi-phased process outlined above to enable CCSP to deliver the teach-out period and pay its redundancy costs. Due to the property being subject to a first registration application with Tailte Éireann on the basis of possessory title (as well as the need to comply with any other regulatory consent processes, including with the Charities Regulator, if applicable), the timing of an outright transfer is outside of the control of CCSP at present and therefore CCSP agrees to make all reasonable endeavours to progress and submit the first registration application (as well as any other regulatory consent applications) as soon as possible. Additionally, the Parties agree that should the First Registration application/ Charities Regulator consent not come through before the end of the teach-out period, they will agree on acceptable interim arrangements and these may include the granting of a lease or the granting of whatever interest CCSP is able to convey or give at the applicable juncture.

SETU's involvement is restricted to financial oversight, compliance assurance, reporting, and escalation mechanisms necessary to ensure appropriate use of, and accountability for, public funds based upon CCSP's certified prior monthly statements of amounts, payees and payment descriptions as required by the Department from time to time to enable SETU to transfer on to CCSP the pre-funded payments it will have received from the Department being the full costs of the teach-out programme, all redundancy costs for the staff in the agreed tranches.

5. Teach-Out Responsibilities

During the teach out period -

- CCSP remains the sole academic provider and employer;
- CCSP shall be responsible for teaching, assessment, quality assurance, accreditation, and staffing;
- SETU shall not deliver teaching, register students, manage admissions, or direct academic or PMSS staff of CCSP;
- If any students are unable to complete their registered course (e.g., having to resit an examination or owing to illness or other unforeseen event) within the teach-out period, the Parties shall endeavour to make alternative arrangements to facilitate course completion; and
- Any transfer of student academic records or data shall be in compliance with applicable data protection law and it is intended that CCSP will retain its own records.

6. Property and Land Transfer

In recognition of the educational heritage of the Campus and CCSP's desire that the Campus continue to play a significant role in the South East higher education system, SETU will consider

educational and related uses of the Campus following transfer, and integration into its estate, subject at all times to SETU's strategic priorities, available funding, regulatory requirements, and the necessary statutory and governance approvals.

If, for any of the reasons recited in paragraphs 2 or 4(e), CCSP is unable to complete the transfer of the Campus by the end of the teach-out period, or if any creditor of CCSP whose claims have not been fully provided for through Exchequer funding seeks payment or settlement from SETU, CCSP shall remain fully responsible for such liabilities and shall indemnify SETU to the fullest extent permitted by law. Nothing in this clause shall be construed as requiring SETU to assume liability in circumstances where CCSP is unable to meet such obligations, and SETU's participation in the arrangements is contingent upon the protections and funding commitments provided by the Department of Further and Higher Education, Research, Innovation and Science, as set out in the relevant Departmental correspondence and associated Exchequer-funded arrangements with SETU acting as agent and passing on to CCSP, all funding provided by the Department to SETU for CCSP at the agreed junctures and via the agreed drawdown mechanisms.

7. Redundancy and Employment Responsibilities

CCSP shall be solely responsible for planning and implementing staff redundancies in compliance with employment law.

SETU does not design or manage redundancy processes and bears no associated employment liabilities. SETU has received a prior binding written commitment from the Department of Further and Higher Education, Research, Innovation and Science (as approved by the Department for Public Expenditure and Reform) to pre-fund, by way of payment to SETU, all redundancy costs for the staff.

8. Position on Future Employment Opportunities

The Parties acknowledge that there can be no automatic transfer of CCSP staff to SETU given normal public sector recruitment and employment procedures and those applying in SETU, because a TUPE situation does not arise.

As CCSP currently provides programmes in Social Care and Psychology, accredited by the relevant professional and regulatory bodies, and as there is a demand nationally and regionally for graduates in these disciplines, SETU will make best endeavours to increase its programme provision in those disciplines in line with the current CCSP accredited programmes.

While any future opportunities within SETU that may arise due to the expansion of the programmes referred to can only be addressed through open, competitive, merit-based recruitment processes, subject to SETU workforce planning and discretion, SETU will welcome applications for such opportunities from appropriately qualified staff of CCSP.

9. Governance, Oversight and Control

Formal oversight arrangements will be established to monitor performance, finances, and risk. CCSP will provide regular financial, academic and risk reports. SETU may escalate material issues

to DFHERIS where appropriate. Oversight exercised by SETU under this MOU shall be for the purposes of assurance, compliance and escalation only and shall not be construed as management direction or operational control.

10. Funding and Financial Controls

In light of the contents of this MoU and the prevailing circumstances, DFHERIS funds provided to SETU shall be passed on to CCSP, at agreed intervals, for the purpose of meeting the approved and eligible costs of the teach-out period and staff redundancies, up to the maximum amount of Exchequer funding provided to SETU for this purpose.

Funding will be ring-fenced, auditable, tied to milestones and overseen by SETU.

SETU will not pre-fund or absorb deficits.

11. Communications

All communications by one Party referencing the other Party must be accurate and pre-approved by the latter.

12. Escalation and Enforcement

If either Party perceives what they regard as a material breach, they may escalate it to DFHERIS.

13. No Partnership or Agency

Nothing in this MoU creates a partnership, agency, or joint venture relationship between the parties.

14. Assignment

Neither Party shall assign, novate, transfer, delegate or deal in any other manner with any or all of their respective rights and obligations under this MoU without the prior written consent of the other Party.

15. Costs

The Parties to the Proposed Transaction will each bear their respective costs including legal, professional, and other costs, including any costs associated with this MoU.

16. Confidentiality

Save as required by law or by any applicable regulatory authority, the Parties shall maintain strict confidentiality in relation to the matters set out herein and shall each comply with their respective data protection obligations.

17. Further assurance

Each Party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this MoU

18. Waiver

A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.

19. Entire agreement

This MoU constitutes the entire agreement between the Parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.

20. Variation

No variation of this MoU shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

21. Good Faith and Collegiality

The Parties commit to enter into this MoU and to execute each of its terms in good faith and to act in its execution in a collaborative and collegiate manner throughout.

22. Term

This MoU shall come into effect on the date first below written and shall remain in place until superseded by more detailed legally binding agreements.

Signed:

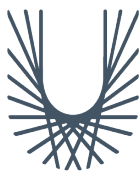
Norcia Campbell

Date: 19.5.26

President, South East Technological University

For and on behalf of

South East Technological University



**SE
TU**

Ollscoil
Teicneolaíochta
an Oirdheiscirt

South East
Technological
University

Conor Donohue

Signed:

Date: 19.5.26

President, Carlow College, St. Patrick's

For and on behalf of

Carlow College St. Patrick's



**COLÁISTE CHEATHARLACH
NAOMH PÁDRAIG
CARLOW COLLEGE
ST. PATRICK'S**