

DECISION NO (3) OF 2019

HAVING CONSIDERED:

- the Board of AQ Austria's decision during its 52nd meeting held on 13 February 2019 (the **AQ Decision**);
- the documents submitted to the Knowledge and Human Development Authority of Dubai (KHDA) by:
 - a. Modul University DMCC (**Modul DMCC**); and
 - b. Modul University Vienna Gmbh and Modul University Vienna Privatuniversität (together, **Modul Vienna**) on 29 November 2019;
- the results of the student survey carried out by KHDA in relation to Teach-Out; and
- KHDA's duties as regulator pursuant to the laws recorded below,

AND IN LINE WITH THE POWERS GRANTED TO KHDA PURSUANT TO:

- Law No. (30) of 2006 Establishing the Knowledge and Human Development Authority of Dubai;
- Executive Council Resolution No. (21) of 2011 Concerning Higher Education Institutions Based in the Free Zones of the Emirate of Dubai;
- The Board of the Knowledge and Human Development Authority in Dubai Resolution No. (2) of 2011 Concerning the Formation of the Specialised Committee for Monitoring and Evaluation of Higher Education Institutions;
- Administrative Resolution No. (1) of 2013 Issuing the Implementing Bylaw of Executive Council Resolution No. (21) of 2011 Concerning Higher Education Institutions in the Free Zones in the Emirate of Dubai;



- KHDA Board Resolution 28/2013/3;
- Executive Council Resolution No. (30) of 2017 Appointing the Executive Director of the Permits and Compliance Sector at Knowledge and Human Development Authority of Dubai; and
- the University Quality Assurance International Board – Quality Assurance Manual.

KHDA DIRECTS AS FOLLOWS:

A. Modul DMCC and Modul Vienna

1. Modul DMCC and Modul Vienna shall comply, effectively immediately, with the terms set out in this Decision.
2. Modul DMCC and Modul Vienna shall carry out the Teach-Out in accordance with the conditions set out in Section B of this Decision.
3. Modul DMCC and Modul Vienna shall each submit an executed Letter of Undertaking (in the form attached at **Appendix 1**) in relation to Teach-Out to KHDA by no later than 4pm, Dubai time, on 31 December 2019.
4. Modul DMCC and Modul Vienna shall be jointly responsible for communicating this Decision to the students as follows:
 - a. The Decision shall be published in full on Modul DMCC and Modul Vienna websites by no later than 19 December 2019.
 - b. Modul DMCC and Modul Vienna shall share the summary email at **Appendix 2** with all students by no later than 19 December 2019 .
5. Modul DMCC and Modul Vienna shall jointly, and severally, be responsible for the successful implementation and completion of the Teach-Out process outlined in this Decision.
6. Modul DMCC and Modul Vienna shall take any and all actions necessary to ensure the continued accreditation of the Teach-Out program until its completion in line with the



periods prescribed in the AQ Decision. This includes, but is not limited to, Modul DMCC and Modul Vienna fully complying with all rules, regulations, directives, guidelines, decisions and resolutions issued by AQ Austria and KHDA as amended from time to time and complying with any further requirement imposed by any relevant regulator during the course of the Teach-Out program.

7. Modul DMCC and Modul Vienna shall provide to KHDA an updated list of student details, including:
 - a. Full Name;
 - b. University ID;
 - c. Contact details (email and phone number);
 - d. Programme of Study;
 - e. Year of Study ;
 - f. Current status (enrolled, deferred, withdrawn, awaiting graduation); and
 - g. Copies of current transcripts,for students registered with Modul DMCC before 28 October 2018 by no later than 9 January 2020.
8. All new enrollment activities by Modul DMCC and Modul Vienna in Dubai shall continue to be prohibited.

B. Teach-Out

9. The Teach-Out shall be carried out by Modul DMCC and Modul Vienna in accordance with:
 - (i) the New Cooperation Agreement; (ii) the Conditions and Obligations for the Teach Out at the Dubai Campus; and (iii) the Declaration to CAA (collectively the **Settlement Agreement**) attached to this Decision at **Appendix 3**.



10. Students are required to communicate in writing their selected option to Modul DMCC by no later than 30 January 2020.
11. Failure by students to communicate their selected option by the deadline shall result in such students being excluded from the Teach-Out program, subject to a written waiver issued by KHDA.

C. Continuation of studies in Dubai

12. Fees charged to students electing to continue their studies in Dubai with Modul DMCC shall remain unchanged from the current terms of the relevant study contract with Modul DMCC for the duration of the Teach-Out.
13. Modul DMCC and Modul Vienna shall submit a report at the end of each semester to KHDA reporting on progress for students continuing in Modul DMCC. Such reports must be submitted to KHDA within two weeks of the end of each semester and shall contain, as a minimum, the following details:
 - a. Full name;
 - b. Student ID;
 - c. Progress report (number of units completed);
 - d. Number of units remaining; and
 - e. Expected Teach-Out date.
14. Students electing to continue their studies in Dubai shall continue their studies on the Modul DMCC campus. Modul DMCC shall ensure that the campus, and any relevant facilities, are fit for purpose and in good condition throughout the duration of Teach-Out.

D. Implementation of this Decision

15. The Director-General of KHDA is hereby empowered and authorized to:
 - a. take any and all measures, including but not limited to the issue of further directives



and decisions, as he deems necessary to ensure the full and successful implementation of this Decision; and

- b. delegate any of the powers conferred on him in this Decision to any panel or individual he deems appropriate.

Commencement

The Decision shall come into force from the date of issue.

Endorsement

The Board of Directors issue this resolution by the majority of votes of the attending members.



Appendix 1: Letter of Undertaking



Letter of Undertaking

[insert date]

H.E. Dr. Abdulla Al Karam

Director-General

Knowledge and Human Development Authority

Your Excellency,

Re: Modul University Dubai (Permit No. 807741)

We refer to the Decision issued by the Knowledge and Human Development Authority (KHDA) dated 11 December 2019 in relation to the Teach-Out to be conducted in relation to the remaining students of Modul University DMCC (**Modul Dubai**).

In accordance with our obligations set out in Clause 3 of the Decision, we the undersigned, acting for, with the full authorization of, and on behalf of Modul University Vienna GmbH and Modul University Vienna Privatuniversität (together, **HEP Home**) undertakes to KHDA as follows:

1. HEP Home shall comply in full with the terms of the Settlement Agreement, as defined in KHDA's Decision dated 11 December 2019 and attached at Appendix 3 of the same;
2. HEP Home and Modul Dubai shall be fully, jointly and severally responsible for the successful completion of the Teach-Out process in accordance with AQ Austria's decision dated 13 February 2019 (attached), including but not limited to, responsibility for the consequences of any final decision made by HEP Home on the eligibility of any student to be included in the Teach-Out process or the graduation of a student;
3. HEP Home and Modul Dubai shall be fully, jointly and severally responsible for ensuring students enrolled in Modul Dubai are legally enrolled and treated as students of HEP Home;



4. HEP Home shall bear the same legal responsibilities to students covered by the Decision as it does to HEP Home students;
5. HEP Home shall ensure that programs at Modul Dubai are equivalent in standard and quality to that of HEP Home;
6. HEP Home shall, on graduation of a Modul Dubai student in accordance with the relevant rules and regulations, ensure that such student receives their qualification from HEP Home in reasonable time;
7. HEP Home agrees to report to KHDA any and all material changes as set out in section 21 of the UQAIB Quality Assurance Manual;
8. HEP Home agrees that no investor, academic infrastructure provider or other venture partner shall be permitted to be involved in or otherwise interfere in any shape or form the academic decision making of Modul Dubai; and
9. This Letter of Undertaking shall be governed by the laws of the Emirate of Dubai and the applicable laws of the United Arab Emirates.

For and on behalf of **Modul University Vienna GmbH and Modul University Vienna Privatuniversität**

Professor Dr. Karl Wöber

President

Christian Hoffman

Managing Director



Letter of Undertaking

[insert date]

H.E. Dr. Abdulla Al Karam

Director-General

Knowledge and Human Development Authority

Your Excellency,

Re: Modul University Dubai (Permit No. 807741)

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In accordance with our obligations set out in Clause 3 of the Decision, we the undersigned, acting for, with the full authorization of, and on behalf of Modul Dubai undertakes to KHDA as follows:

1. Modul Dubai shall comply in full with the terms of the Settlement Agreement, as defined in KHDA's Decision dated 11 December 2019 and attached at Appendix 3 of the same;
2. Modul University Vienna GmbH and Modul University Vienna Privatuniversität (together, **HEP Home**) and Modul Dubai shall be fully, jointly and severally responsible for the successful completion of the Teach-Out process in accordance with AQ Austria's decision dated 13 February 2019 (attached), including but not limited to, responsibility for the consequences of any final decision made by HEP Home on the eligibility of any student to be included in the Teach-Out process or the graduation of a student;
3. HEP Home and Modul Dubai shall be fully, jointly and severally responsible for ensuring students enrolled in Modul Dubai are legally enrolled and treated as students of HEP Home;



4. Modul Dubai shall ensure that programs at Modul Dubai are equivalent in standard and quality to that of HEP Home;
5. Modul Dubai agrees to report to KHDA any and all material changes as set out in section 21 of the UQAIB Quality Assurance Manual;
6. Modul Dubai agrees that no investor, academic infrastructure provider or other venture partner shall be permitted to be involved in or otherwise interfere in any shape or form the academic decision making of Modul Dubai; and
7. This Letter of Undertaking shall be governed by the laws of the Emirate of Dubai and the applicable laws of the United Arab Emirates.

For and on behalf of **Modul University DMCC**

Professor Joerg Finsinger
Academic Head
Modul University DMCC



Appendix 2: Summary email

Dear Student,

We write to you on behalf of the Knowledge and Human Development Authority of Dubai (KHDA).

We are pleased to inform you that Modul Vienna and Modul Dubai have, with the assistance of KHDA and AQ Austria, come to an agreement for Teach-Out for the current students of Modul Dubai.

The agreement means that current students of Modul Dubai shall have the option of continuing their studies uninterrupted, at no extra financial cost, at Modul Dubai until their graduation.

However, to benefit from the Teach-Out, you **must** elect whether or not you wish to remain at Modul Dubai to complete your studies, or wish to continue your studies online or at the home campus in Vienna.

The deadline for your election is 31 January 2020 and failure to register your choice in writing with Modul Dubai may result in you being excluded from the Teach-Out program.

This email is, by necessity, a brief summary of KHDA's Decision.

You are strongly advised to review the KHDA's Decision in full at www.khda.gov.ae to ensure you are familiar with the details of the Teach-Out program, and how it may affect you individually.

Should you have any questions, you may contact: highereducation@khda.gov.ae

