



**Memorandum of Understanding
between
Ministry of Higher Education and Scientific Research,
Middle Technical University, Republic of Iraq
and
University of Isfahan, Islamic Republic of Iran**

Desired by the **Ministry of Higher Education and Scientific Research /Middle Technical University Baghdad in the Republic of Iraq** represented by its President **Prof. Wadhah Amer Hatem**, hereafter referred to as the first party and the **University of Isfahan, Isfahan in the Islamic Republic of Iran** represented by its President **Prof. Hossein Harsij**, hereafter referred to as the second party, which are hereafter referred to as the parties. This MOU aims to promote the exchange in the scientific and academic field to conduct research between universities and research centers, and to activate the work of academics in the scientific and engineering fields and the expansion of academic relations between them. The Parties have agreed, in accordance with the legislation in force in both countries, on the following Articles:

Article one:

The content of this MOU reflects all the objectives and purposes envisaged by concluding it between the parties; it should read: "all its articles should be regarded as a single unit, and the introduction shall be an integral part of this MOU."

Article Two:

In accordance with the relevant legislation in force in both countries, the Parties agree to cooperate in joint scientific projects by implementing annual or multi-year exchanges of teachers, researchers and students in the following areas of cooperation:

First:

- a. Cooperation and participation in scientific projects carried out by academic members, experts, instructors and students of both Parties.

- b. Exchange of visits of academic members to exchange experiences and access to existing curricula and scientific laboratories.
- c. Cooperation in joint supervision of graduate students from both Parties.
- d. Provide postgraduate study opportunities for the employees of each of the two Parties in engineering and administrative disciplines.
- e. Provide the necessary facilities for postgraduate students to complete parts of their research work that require qualitative laboratories at the University of the other Party.
- f. Organize training courses for the employees of each of the two Parties in engineering and administrative disciplines to be determined as needed during the term of the MOU.
- g. Provide opportunities for academics and faculty members to participate in conferences, seminars, workshops, and international meetings held by both universities.

Second:

- a) Financial and administrative matters arising from the implementation of this Memorandum shall be agreed upon in direct contact between the Parties. Their details shall be determined by further agreements or supplements containing all detailed work items in the areas including costs, schedule and expected outputs for the implementation of the Agreed Items. The parties shall sign these agreements in addition to the MOU itself; such agreements or supplements shall be integral to this MOU and shall be binding.
- b) The implementation of this MOU shall not entail any financial obligations for either party.
- c) The financial consequences of the implementation of the cooperation activities agreed upon in this MOU shall be borne by the Parties equally or with the consent of one of the Parties or subject to the availability of appropriate funding. Each Party's delegate shall bear its own personal costs arising from its presence at the other Party.

Article Three:

First:

Ensure the financial allocation for each scientific cooperation within the memorandum according to the following facts:

1. Areas of scientific cooperation.
2. Scientific programs related to the scientific cooperation concerned.
3. Duration of scientific cooperation.

Second:

Financial and administrative matters resulting from the implementation of this memorandum shall be agreed on an online basis between the parties and shall be

detailed by executive agreements or supplements to all work items, which shall be detailed in the areas of cost, timetable and expected outputs for the implementation of the agreed items. Each agreement or supplement will be an integral part of the MOU and shall subsequently be signed by the Parties and binding upon them.

Article Four:

First-This MOU comes into force from the date of receipt of the last written notice to both parties confirming the completion of the legal procedures for its entry into force in accordance with the law of both countries. It remains in force for one year and is automatically extendable for a similar period unless one of the parties informs the other party in writing of its desire to end it six (6) months before the expiry date of this MOU.

Second-In the event of termination, cancellation or suspension of the MOU, such action does not affect the continuation of the actual joint activities and programs that have started until they were completed, unless the parties agreed otherwise.

Article Five:

The two parties undertake to grant the entry visa to the delegates of both countries, after obtaining the approval of the ministry or the ministries concerned with the subject.

Article Six:

No change, amendment, review or addition of provisions to this MOU shall be made without the written consent of both Parties during its term and any amendment or supplement shall become an integral part thereof. It shall enter into force in accordance with the same procedures as mentioned in (article four /first) of this MOU.

Article Seven:

Disputes arising from the interpretation or implementation of any article of this MOU shall be resolved amicably by direct agreement between the two parties. In the absence of an amicable solution, the matter shall be resolved through a coordinating committee established for this purpose, and in the absence of a solution by the committee, the MOU shall be rendered void.

Article Eight:

A. The intellectual property rights arising from this memorandum shall be protected and promoted in accordance with the laws and regulations of both parties.

B. Each party owns all intellectual rights pertaining to them and grants each other a license during the term of this MOU for the use of such property for its own teaching and in-house research.

C. If both parties are responsible for establishing intellectual property together, the ownership of the intellectual property will be divided in accordance with each party's innovative contribution. If intellectual property is susceptible to exploitation, no party can exploit it without the consent of the other party on terms agreed upon.

Article Nine:

The parties agreed that the information exchanged between them should be used only for the intended purposes as agreed, and that none of the information exchanged shall be transmitted to a third party without the written consent of the other party.

Article Ten: Joint Committee

To ensure the implementation of the MOU, a joint committee shall be formed between the two parties comprising specialized experts to develop a mechanism for following up and implementing the articles and items of this MOU and its annexes and it shall meet annually, alternating between both countries or otherwise as needed.

Article Eleven:

The MOU was signed in the city of Isfahan, November 05, 2024 in six original versions in (Arabic, English and Farsi) each of them has the same legal argument. In the event of a dispute regarding the interpretation and implementation of the articles and provisions of this MOU and its appendices, the text in the English language shall be relied upon.

For the First Party
Ministry of Higher Education
& Scientific Research/ Iraq
Middle Technical University

Signature

2024/11/5
Prof. Wadhah Amer Hatem
President
November 05, 2024

For the Second Party
University of Isfahan
the Islamic Republic of Iran

Signature

Prof. Hossein Harsij
President
November 05, 2024

