



دانشگاه علوم پزشکی
و خدمات بهداشتی درمانی تهران



In the Name of God
The Compassionate, the Merciful
A Memorandum of Understanding between
Tehran University of Medical Sciences (TUMS)
and

Imam Hussein's (pbuh) Holy Shrine
Regarding the Establishment of TUMS International Campus in Karbala, Iraq

With the aim of offering public services and to promote and improve knowledge and health in Iraq, especially in the province of Karbala, and in order to develop international educational and research activities in Iraq based on the medical, scientific and educational capabilities of Tehran University of Medical Sciences (TUMS), this agreement, subject to the following circumstance, is hereby signed on **Tir 20, 1398 AH** equal to **July 11, 2019 AD**, **Dhul-Qa'da 8, 1440 Hijri** between Dr. Abbas Ali Karimi, the Head of Tehran University of Medical Sciences, on behalf of Tehran University of Medical Sciences at Ghods-Keshavarz Intersection, Ghods St., Tehran, hereinafter referred to as **the University**, and Mr. Ja'far Abdul Hussein-al-Musawi, Secretary-General of Imam Hussein's Holy Shrine –in addition to his occupation-, on behalf of General Secretariat of Imam Hussein's Holy Shrine hereinafter referred to as **the Ataba**, for the establishment of Al-Sibtain Medical University / TUMS International branch in Iraq, hereinafter referred to as the **Branch**.

I. Aim of the Agreement

The aim of this agreement is the bilateral cooperation and mutual participation of the parties to the agreement for the establishment and operation of Al-Sibtain Medical University, the international branch of the University in Karbala, Iraq, for the admission and training of students and specialists in health, research, treatment, and educational services.

II. Duration of the Agreement

- 1) The duration of this agreement from the signature date is 50 years.
- 2) The renewal of this agreement shall be subject to the consent of both parties.
- 3) This Agreement shall be in effect for a period of (6 months) followed by the signing of a formal agreement.

بِسْمِ اللَّهِ تَعَالَى

نبارك هنا الاتفاق ومذكرة التفاهم
ونشأ الله تعالى التوفيق والنجاح

أندرس
٧ / ذيق / ١٤٤٠ هـ
١١ / تموز / ٢٠١٩ م

III. Terms of the Agreement:

- 1) The parties, while emphasizing their adequate and sufficient capabilities for the subject of this Memorandum of Understanding, have acknowledged and accepted each other's competency and ability to cooperate with regard to the subject of the MoU.
- 2) The responsibility for the follow up and implementation of this MoU shall be borne by the representatives of the parties who are from the **Ataba's** Karbala Center of Research and Studies and the University's Office of Vice_Chancellor for Global Strategies and International Affairs. Both parties have the right to form the necessary committees.
- 3) The scientific and educational responsibilities of the **Branch** shall be borne by the **University**.
- 4) The University shall determine one person as the head or dean of the **Branch** from among Iranian or Iraqi professors who will be nominated by the **Ataba** as long as they meet the required academic standards in accordance with the University's standards and Iraqi rules and regulations. The head of the **Branch** shall bear all administrative responsibilities of the **Branch**. Moreover, he will be the head of the board of directors for the **Branch**.
- 5) The **Branch's** Vice-Chancellors, Deans, and their assistants, will be selected as follows:
 - a. The University will nominate the **Branch** head's assistant for scientific affairs and postgraduate studies as well as the deans' assistants for scientific and research affairs (who meet the scientific standards approved by the University) and in accordance with Iraqi rules and regulations.
 - b. The Ataba will nominate the administrative and financial assistant of the head of the Branch as well as the Deans and their assistants for administrative and financial affairs (who meet the scientific standards approved by the University) and according to the Iraqi rules and regulations.
 - c. In the event that the Branch wishes to expel or terminate the employment contract of those mentioned in (5 - b) for any reason, the Ataba's approval should be obtained.
- 6) The board of directors for the Branch, which consists of the Head of the Branch, his assistants, and the rest of the members, will be selected according to the Iraqi rules and regulations.
- 7) It is agreed that the following schools will be established in the Branch campus after determining the departments of each school according to the directives of the Iraqi Ministry of Health and the approval of the Iraqi Ministry of Planning on the job description for them:
 - a. School of Medicine.
 - b. School of Rehabilitation.
 - c. School of Nursing and Midwifery (The Bachelor's degree program in midwifery and the master's degree program in nursing, will be both launched after obtaining the approval of the Iraqi Ministry of Higher Education and Scientific Research).
 - d. School of Public Health (After determining the faculty's departments according to the recommendations of the Iraqi Ministry of Health, and the approval of the Ministry of Planning on the job description of the graduates of these departments).
 - e. School of Pharmacy (This school will operate in postgraduate level).
- 8) New faculties of the Branch can be established or cancelled, another branches in the Iraqi governorates can be established, and the number of applicants can be increased or decreased based on an agreement between the two parties.

9) The two sides will try, to the best of their ability, to admit students in the September session of 2020 AD.

Note: In the event of obtaining the approval of Iraqi ministry of higher education on establishing the Branch and the admission of students of graduate studies in the month of February, their admission will take place in February of 2020 AD.

10) At the establishment stage, sub-committees composed of representatives appointed by the two parties will be formed to review and prepare the paragraphs on topics of interest in administrative, financial, legal, scientific, educational and technical matters. The decisions and recommendations of these sub-committees will be adopted after the approval of the representatives mentioned in paragraph (III -2) in accordance to the administrative instructions issued by them.

11) Both parties are committed to consider the information contained in this agreement as (Confidential) and to refrain from providing it to third parties, or any use thereof, without the prior written consent of the other party, except in the context of this agreement.

IV. Responsibilities of the University

- 1) The university is committed to obtaining the necessary approvals from relevant authorities in both countries (Iraq and Iran), while the joint committee formed by the two parties will undertake the follow- up processes with the relevant departments in Iraq.
- 2) The University is committed to provide the required faculty members and occupational structure from the available personnel, local or otherwise, in accordance with the laws and regulations of the mother university, as well as the laws of the Iraqi Ministry of Higher Education during the execution of the agreement.
- 3) The University undertakes to ensure that the quality of all academic and educational services provided in the Branch is at least equal to that of the mother university.
- 4) The university is committed to providing the approved training materials for the Branch and the curriculums of the approved disciplines, as well as obtaining the approval of the relevant authorities in Iraq.
- 5) The university is committed to developing standards for admitting students at the Branch in accordance with the rules of the University and the regulations of the Iraqi Ministry of Higher Education and Scientific Research.
- 6) The University undertakes to install the software required for the various student, financial, and administrative processes used at the mother university –in English language-provided that the necessary infrastructure is provided at the Branch campus in Karbala.
- 7) The University undertakes to provide consultation and confirmation about the type and quality of the educational materials and equipment required for purchase by the Ataba.
- 8) In order to provide the specialized staff required by the Branch and train the human resources introduced by the Ataba, who have scientific and operational qualifications, the University is required to provide short- and long-term training courses.

V. Responsibilities of the Ataba:

- 1) The Ataba undertakes to use all its capacities, in coordination with the University, to inform the establishment of the Branch and the admission of students by the Branch in Iraq or other countries, at least 6 months prior to the commencement of activities of the Branch.
- 2) The following credits and expenses are the responsibility of the Ataba:
 - a. Building and equipping the University's office space and education in accordance to international standards for both the temporary and permanent phases in the establishment stage and for one time only, while the ownership of land, equipment, furniture, and other fixed materials, will be returned to the Ataba at the end of the agreement duration or the termination of it;
 - b. The Ataba is committed -temporarily- to providing the Branch campus with administrative, educational and accommodation facilities as well as other related spaces related to setting up the schools and academic departments in order to utilize the main campus space for operational purposes after obtaining the necessary approvals and for a period of time that doesn't exceeds Four years;
 - c. Provision of hospital facilities approved by the Iraqi Ministry of Higher Education and the University (Imam Zine El-Abidine Charitable Hospital and Sheikh Ahmed Al-Waeli Hospital);
- 3) Pursuing legal affairs, in order to obtain permits, exemptions and facilities of the host country in order to carry out the subject of the agreement through the Ataba representative in the joint committee;
- 4) The provision of buildings necessary to establish new faculties and the opening of other branches in the Iraqi governorates based on consent of the two parties;

VI. Responsibilities of the Branch:

- 1) The Branch is committed to provide travel and accommodation expenses of professors, lecturers, and other university staff in accordance to the decisions of the Branch's board of directors;
- 2) To pay the salary of university professors according to the regulations of the Branch's board of directors;
- 3) To handle financing and the expenses of recruiting university staff, as well as the salaries of personnel;
- 4) To pay the rent fees of educational hospitals;
- 5) Re-equipping, maintenance, and expansion;
- 6) In the event of a fiscal deficit, it can be covered via a loan from the Ataba in order to achieve the flow of activities;
- 7) The Branch undertakes to repay the loan in accordance with the terms and obligations agreed upon with the creditor.
- 8) After the graduation of the first class of Medicine school, the profits will be distributed as follows:
 - a. 50% in favor of the Branch and the development of its potential.
 - b. 30% in favor of the Holy Shrine of Imam Hussein "pbuh".
 - c. 20% in favor of Tehran University of Medical Sciences which will be donated to the Branch for an indefinite period.

VII. Procedures and Timing of Execution:

1. The Ataba will provide the requirements for obtaining a license to establish the Branch according to the terms and conditions of the Iraqi Ministry of Higher Education (temporary educational spaces, definition of temporary educational hospitals, and the

spaces necessary for the Branch's buildings within (2) months from the signature date of this agreement);

2. According to the rules and regulations of the Iraqi Ministry of Higher Education, the University is committed to provide all requirements necessary for obtaining the approval to establish its international branch in Karbala in partnership with the Ataba, within (2) months from the signature date of this agreement;
3. Selection and introduction of a person as the head of the Branch, in accordance with clause III – 4 of this agreement, will take place by the University immediately after obtaining the license of the establishment of the Branch;
4. Providing and preparing the required accommodation, administrative and educational spaces according to the request of the head of the Branch by the Ataba after the introduction of the head of the Branch;
5. Educational planning and dispatch of faculty members and administrative personnel required by the University or the Iraqi Ministry of Higher Education, will be in coordination with local needs and standards, and with consent of both parties;
6. The transition from the temporary phase to the permanent phase shall be carried out within a period of maximum (3 years) from the admission of the first class, to be completed within (6 years) from the above date.

VIII. Other Terms of Cooperation

Both parties are committed to joint cooperation as follows:

1. To cooperate exclusively with each other within the framework of the subject of this agreement and to refrain from entering into an agreement under the same subject with other individuals and/or legal persons in the governorate of Karbala (except for cases where the request for the establishment of a school or branch in the field of health is approved by the relevant authorities of Iraq as long as none of the two parties is able to fulfill such a need). In the case of non-commitment by one of the two parties, the non-breaching party has the right to terminate the current agreement unilaterally, and the breaching party is required to repay all losses incurred by the other party, which will be examined and evaluated by the review board of this subject under article 2.
2. If a dispute arises between the two parties regarding the implementation or interpretation of the articles of this agreement, a panel composed of authorized representatives of the two sides, with a presence of judges as approved by both parties, will be convened to resolve the dispute. In this situation, the two parties are required to implement the decisions of the Dispute Resolution Panel. Otherwise, they will be referred to the judicial authorities of Karbala's local court.
3. In the event of a change in the rules and regulation of the Iraqi Ministry of Higher Education or other relevant ministries, the paragraphs of this agreement shall be modified or added-to with consent of both parties through correspondences or official meetings.
4. A joint bureau will be formed by both the Ataba and the University on order to observe and following up the flow of activities and the mechanisms of their implementation in accordance to the specialty of each party (the University shall undertake the scientific part, while the Ataba shall undertake the cultural, administrative, and financial parts).

IX. Relinquishing Transfer Rights

Both parties of this agreement undertake not to assign, in part or in full, the subject of the agreement to a third party or parties. In the event of such an assign or transfer of rights, the agreement is unilaterally terminated and the breaching party is obliged to repay all administrative, executive, and personnel costs, in addition to the losses, incurred by the non-

breaching party. Upon termination of agreement, the aggrieved party has no commitment to continue to perform its obligations under this document, and in this case, the breaching party relinquishes the right to claim and request the repayment for damages or losses.

X. Force Majeure

Failure to fulfill obligations will not be considered as a breach of the agreement terms if the parties to the agreement fail to comply with their obligations as a result of extreme and unexpected events, and the agreement will remain intact. War, whether declared or not, general revolutions and strikes, outbreaks of contagious diseases, earthquakes, floods and abnormal water outbreaks, unprecedented droughts, as well as wildfires will be considered as such extreme incidents if they make it impossible to carry out the subject of the agreement. During such periods of time, the parties are obligated to take action to the best of their abilities to maintain the flow of activities in the best possible manner with the least amount of delay. If the force majeure state extends for more than one year, then either party may, if it so wishes, terminate the agreement by submitting a written request to the opposite party.

XI. Relinquishing Transfer Rights

The Iraqi law shall apply in all matters that weren't mentioned in this Agreement.

XII. Address

The University: Tehran University of Medical Sciences at No. 21, Dameshgh St., Vali-e-Asr Ave., Tehran 1416753955, Iran.

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E-mail: gsia@tums.ac.ir

The Ataba: Karbala Center for Studies and Research, Al-Baladiyah Sq., Karbala, Iraq.

Tel.: +964 771 949 1210

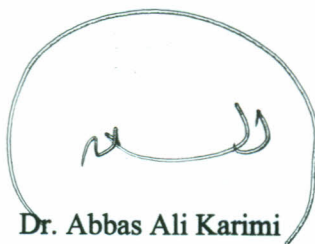
Web: c-karbala.com

E-mail: karbala.center1@gmail.com

MedKCSR@gmail.com

XIII. Copies of the Agreement

The agreement has been created made in 13 articles and three languages, that is English, Arabic and Persian, with all copies of equal value and signed by both parties, the English version of which will be the standard of action for the two parties



Dr. Abbas Ali Karimi

Head of Tehran University of Medical Sciences



Mr. Ja'far Abdul Hussein al-Musawi

Secretary-General of Imam Hussein's Holy Shrine