



**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**Ministry of higher education and scientific research
MUSTANSIRIYAH UNIVERSITY / Iraq**

AND

Tehran University of Medical Science

Iran, Islamic Republic of

Due to the importance of education in building and developing modern society and to the interest of **Ministry of Higher Education and Scientific Research / Mustansiriyah University (Iraq)**, represented by **The President of Mustansiriyah University (Prof. Dr. Hameed Fadhil Al-Tamimi)**, first party, and **Tehran University of Medical Science, Iran Islamic Republic of**, represented by its **Chancellor (Dr. Hossein Ghanaati)**, second party, hereinafter referred to as **(parties)**, as they would like to enhance scientific and cultural relations, exchange mutual experiences, taking advantage of both parties' abilities in order to activate the scientific and humanitarian ties and the cultural dialogue among civilizations that shall serve the society; hereby agree to sign this MOU that includes :

Article 1: Financial affairs

This Memorandum of Understanding shall not bind either party to any financial commitments.

If there are any further administrative or financial issues, both parties may approve it by direct negotiations between them. This approval shall be indexed and signed during the period of validity of this MOU, and becomes a part of it.

Article 2: Cooperation policy

Cooperation areas are to be fulfilled through the following:

First: Developing the scientific research and providing degrees for undergraduate and postgraduate

students.

Second: Organizing joint research groups throughout holding meetings courses or joint workshops.

Third: Activating the twinning program between the two parties via:

1. Exchange activities aim to develop academic, scientific and cultural cooperation for the benefit of students and faculty members of both institutions. A prior written approval should be presented before commencing any program or activity and according to the agreed provisions.
2. Exchange faculty members, employees and researchers.
3. Exchange books, publications, periodicals and other research productions upon a request of any party, as well as publishing in impact factors journals.

Article 3:

Copyright and intellectual property are protected by the rules and legislations in both countries.

- a: Both parties agree to the intellectual property rights and any information designated as such at the time of disclosure (for the avoidance of doubt and not to disclose any such confidential information to any third party (unless required by law) with the prior written consent of the other party). This clause is legally binding
- b: The protection and promotion of any of the intellectual property rights that arise under this Agreement shall be agreed on a case-by-case basis, after consideration of the official intellectual property rights policies established by the parties for the avoidance of doubt and that nothing in the Memorandum of Understanding shall affect the existing intellectual property rights of any A party and therefore all of the intellectual property rights remain the exclusive property of that party (or when the third party is required to restore its rights to those who used the intellectual property rights), and this paragraph is legally binding.
- c: Neither party may issue a public announcement or press release regarding the Memorandum of Understanding, or use the name or trademarks of the other party without their prior written consent. This is legally binding.

Article 4:

No one can change, review, amend, delete or add rules to this MOU, only if there is a written acceptance of both parties during the period of validity, and becomes as a part of it. The additional part shall come into effect according to the same procedures written in Article (5) of this MOU.

Article 5:

This MOU comes into effect, for five years, from the date of the last notice for the two parties by completing all lawful and administrative approvals, and will be renewal automatically for the same period. Peer review will take place in one year after signing this MOU.

Termination of this MOU, should be requested by written notice to the other party in six months prior expiration date.

Article 6:

Conflicts resulting from the implementation and interpretation of the Memorandum of Understanding shall be resolved by direct agreement between the two parties through negotiations. Otherwise, a coordinating committee shall be formed for this purpose. In the event that the committee does not reach a solution, this memorandum shall be terminated.

Article 7:

In case of MOU termination or cancellation, both parties shall agree to continue the activities that were commenced till they are completed.

Article 8:

The following offices will act as the **focal points** for the respective parties until a written notification of any changes.

Mustansiriyah University / Department of Scholarships and Cultural Relations.

Director of Scholarships and Cultural Relations Dept.

Dr. Muthana Anad Majid

Address: **Iraq/ Baghdad/ Palestine St./ Mustansiriyah Neighborhood.**

Phone No : **+9647901335574**

Mail box: **Iraq- Baghdad P.O Box: 14022.**

Tehran University of Medical Science, Iran Islamic Republic of

Director of

Mr.

Address:

Phone:

Email:

Article 9:

Visas are to be granted according to the rules and regulations valid at both countries.

Article 10:

Designing a joint committee of experts to decide a follow up and implementation procedure for this MOU and also to pave the way for further cooperation agreements. The committee shall

convene periodically in any of the countries signed under this agreement and as deemed necessary.

Article 11:

This Cultural cooperation has been signed in on / / 2023 AD, with 2 original copies in the Arabic and English languages. These languages are legally accepted, however, only English copy is to be adopted in case of any dispute and application of one of the texts of the memorandum of understanding.

First Party
Mustansiriyah University / Iraq

Second Party
Tehran University of Medical Science



ombchalf / Signature:

Prof. Dr. Hameed Fadhil AL-Tamimi
President of Mustansiriyah University
Iraq
/ /2023

Dr. Mutkhan Al-Shameri

ombchalf / Signature:

Dr. Hossein Ghanaati
Chancellor, TUMS
Iran, Islamic Republic of
/ /2023

Mohd. H. Ayati
M.H. Ayati