

MEMORANDUM

OF UNDERSTANDING

Between



KOYA UNIVERSITY

(TIU), KRG/IRAQ

And



BABOL NOSHIRVANI

UNIVERSITY OF TECHNOLOGY

(BNUT), IRAN

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

KOYA UNIVERSITY,

KOYSINJAQ/IRAQ

AND

BABOL NOSHIRVANI UNIVERSITY OF TECHNOLOGY, IRAN

THIS MEMORANDUM OF UNDERSTANDING is made on **20/2/2018**

Between

Koya University (hereinafter referred to as “**KOYA**”), as a leading research university located at: University Park, Danielle Mitterrand Boulevard, Koysinjq, Iraq Tel: +964 748 012 7520 of one part (<http://koyauniversity.org/>).

And

Babol Noshirvani University of Technology (hereinafter referred to as “**BNUT**”), a technical university located at Shariati Av., Babol, Mazandaran, Postal Code: 47148 - 71167, IRAN of the other part (<http://en.nit.ac.ir/>).

KOYA and **BNUT** shall hereinafter be referred to singularly as “the Party” and jointly as “the Parties”.

- A. **KOYA** is a research university in China with a strategic direction to be the regional leader in academic and research excellence. In taking various initiatives to enhance its academic and research capabilities, **KOYA** has established partnerships with various organizations.
- B. **BNUT** was founded in 1970 by a great benevolent & honorable man and one of the greatest philanthropists of Iran, Late *Seyed Hossein Fallah Noshirvani*. The university with regional leadership in academic and research excellence is located in Babol a city in the north of Iran, 20 km south of the Caspian Sea.
- C. The Parties shall at all times for the common benefit of the Parties agree to use their best endeavour to ensure the success of this Memorandum of Understanding.
- D. The Parties are desirous of entering into this Memorandum of Understanding to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein.

NOW THE PARTIES HEREBY AGREE AS FOLLOWS:

**ARTICLE 1
SCOPE OF COOPERATION**

- 1.1 The Parties, subject to the terms of this Memorandum of Understanding and the laws, rules and regulations from time to time in force, will endeavour to promote and expand international development, understanding and friendship by stimulating and supporting educational, professional, and intercultural activities, involving projects among students, staff and professors of **BNUT** and **KOYA**.
- 1.2 Each Party will endeavour to take necessary steps to encourage and develop academic exchange in the area of education and research, and have agreed upon the following activities attached in **Appendix A** of this Memorandum of Understanding based on principles of equality and reciprocity of mutual benefits.
- 1.3 The Parties agree that the list of activities attached in **Appendix A** and the list of faculties involved under the implementation of this Memorandum of Understanding may be added from time to time with the mutual agreement of the Parties.

**ARTICLE 2
IMPLEMENTATION AND ADMINISTRATIVE COORDINATORS**

The Parties agree to appoint an overall Administrative Coordinator for the administration of this Memorandum of Understanding. The Coordinator will serve as the contact person on campus, being responsible of implementing the decisions and ensuring that necessary approvals are in place, and overseeing the productive stay of the visiting students/experts and arrangements associated with their visits.

**ARTICLE 3
FINANCIAL ARRANGEMENT**

- 3.1 This Memorandum of Understanding will not give rise to any financial obligation by one Party to the other.
- 3.2 Each Party will bear its own cost and expenses in relation to the academic activities under this Memorandum of Understanding.
- 3.3 Any intellectual property developed on collaborative research conducted under this Memorandum of Understanding or any contracts pertaining to fee for services rendered will be addressed on a case-by-case basis under separate agreements.

ARTICLE 4
PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 4.1 The protection of intellectual property rights shall be enforced in conformity with the national laws, rules and regulations of the Parties and with other international agreements signed by the government or the authorized organization in the Parties' country.
- 4.2 The use of the name, logo and/or official emblem of any of the Parties as the case may be, on any publication, document and/or paper is prohibited without the prior written approval of either Party.
- 4.3 Notwithstanding anything in sub-article 4.1 above, the intellectual property rights in respect of any technological development, products and services development, carried out –
- i. jointly by the Parties, or research results obtained through the joint activity effort of the Parties, shall be jointly owned by the Parties in accordance with the terms to be mutually agreed upon;
 - ii. solely and separately by **KOYA** or **BNUT**, or research results obtained through the sole and separate effort of **KOYA** or **BNUT**, as the case may be, shall be solely owned by the Party concerned; and
 - iii. rights in intellectual property developed by students in the course of exchanges, collaborative or research activities shall be dealt in accordance with the rules and regulations of the Parties.

ARTICLE 5
EFFECT OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding serves only as a record of the Parties' intentions and does not constitute or create, and is not intended to constitute or create obligations under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

ARTICLE 6
NO AGENCY

Nothing contained herein is to be construed so as to constitute a joint venture partnership or formal business organization of any kind between the Parties or so to constitute either Party as the agent of the other.

ARTICLE 7
REVISION, MODIFICATION AND AMENDMENT

- 7.1 Either Party may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding.
- 7.2 Any revision, modification or amendment agreed to by the Parties shall be reduced into writing and shall form part of this Memorandum of Understanding.
- 7.3 Such revision, modification or amendment shall come into force on such date as may be determined by the Parties by mutual agreement.
- 7.4 Any revision, modification or amendment shall not prejudice the rights and obligations arising from or based on this Memorandum of Understanding before or up to the date of such revision, modification or amendment.

ARTICLE 8 SUSPENSION

Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this Memorandum of Understanding which suspension shall take effect immediately after written notification has been given to the other Party.

ARTICLE 9 SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties concerning the interpretation and/or application of any of the provision of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between the Parties without reference to any third party.

ARTICLE 10 DURATION AND TERMINATION

- 10.1 This Memorandum of Understanding shall come into force on the date of signing and shall remain in force for a period of **5 years** subject to review and modification as mutually agreed upon.
- 10.2 Thereafter, if the Parties hereto wish to extend the terms of this Memorandum of Understanding, they shall do so by an express covenant in writing.
- 10.3 Notwithstanding anything in this Article, either Party may terminate this Memorandum of Understanding by notifying the other Party to its intention to terminate this Memorandum of Understanding by a notice in writing, at least six (6) months prior to its termination date. Termination shall be without penalty.

ARTICLE 11 NOTICES

Any communications under this Memorandum of Understanding will be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of KOYA UNIVERSITY, or BABOL NOSHIRVANI UNIVERSITY OF TECHNOLOGY, as the case may be, shown below or to such other address or electronic mail address or facsimile number as either Party may have notified the sender and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledged:

To KOYA:

KOYA UNIVERSITY

University Park, Danielle Mitterrand Boulevard,
Koysinjaq, Iraq
Tel: +964 748 012 7520
Email: dit.office@koyauniversity.org

To BNUT:

Babol Noshirvani University of Technology

P.O. Box 484, Shariati Av., Babol, Postal Code 47148 - 71167,
Mazandaran, Iran (<http://en.nit.ac.ir/>)
Tel: +98 (11) 323 334501 and +98 (11) 323 10973
Facsimile: +98 (11) 323 334201
Email: international@nit.ac.ir

IN WITNESS WHEREOF, the undersigned being duly authorized thereto, has signed this Memorandum of Understanding.

SIGNED FOR AND ON BEHALF OF

:

Wali

19 / 12 / 2018

Prof. Dr. Wali M. Homad

President of Koya
University

SIGNED FOR AND ON BEHALF OF
BABOL NOSHIRVANI UNIVERSITY OF TECHNOLOGY:

Vaseghi

____/____/____

Prof. Javad Vaseghi Amiri



APPENDIX A

THE LIST OF ACTIVITIES BETWEEN

TISHK UNIVERSITY

ERBIL, IRAQ

AND

BABOL NOSHIRVANI UNIVERSITY OF TECHNOLOGY (BNUT),

IRAN

Based upon principles of international educational exchange (mutual respect and benefit, cooperation, collaboration, and understanding), Tishk University and Babol Noshirvani University of Technology agree to explore the following collaborative activities:

- i. Exchange of faculty members and/or researchers with the objective of offering courses and realizing research projects in areas mutually agreed upon by both universities through prior invitation and in accordance with the procedures and expectations established by each university and specific department.
- ii. Exchange of undergraduate and graduate students with the objective of enrolling students in courses appropriate to their year and area of study.
- iii. Support reciprocity in university extension activities of common interest.
- iv. Exchange of books, scientific publications, study programs, academic projects, course information, seminars, conferences and any other data and information of common interest.
- v. Develop joint research projects and joint publications.
- vi. Conduct mutual international conferences and workshops and offer dual certificates.
- vii. Conduct double degree programs in case Iran Ministry of Science may grant BNUT the permission.
- viii. All joint activities will be realized through the mutual agreement and clearly established conditions and mutual obligations of the appropriate university entity.

* The lists of activities are not exhaustive and may be added from time to time with the mutual agreement of the Parties.