



CIHAN UNIVERSITY  
SULAIMANIYA



Ahvaz  
**Jundishapur**  
University of Medical Sciences

## MEMORANDUM OF UNDERSTANDING BETWEEN

Cihan university of sulaimaniya

and

Ahvaz Jundishapur University of Medical Sciences

The Cihan university of Sulaimaniya and Ahvaz Jundishapur University of Medical Sciences (AJUMS), hereinafter referred to as "the Parties".

CONVINCED of the need to promote and strengthen cooperation, mutual exchanges of information, improvement of research and education programs and the exchange of professors, researchers and students.

INTERESTED in establishing and promoting regular relations in the domains relating to their skills, particularly scientific and cultural fields in a board institutionalized.

The Parties have agreed the following:

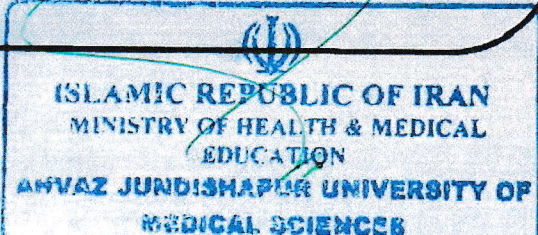
### ARTICLE I: Objective

The purpose of this Agreement is to establish the legal framework based on which the Parties will enhance the scientific level and training and promote and strengthen the bonds of friendship and mutual understanding between the parties, through research, education, the organization and the university management.

### ARTICLE II: Activities of Cooperation

The Parties agree that the activities of cooperation under this Agreement shall be carried out through the following means:

1. Participation in joint research projects.
2. Common participation in international projects for institutional cooperation:
3. Organization of studies, seminars and courses in the domain relating to this Agreement.
4. Exchange of information, documentation and scientific publications.
5. Exchange of professors, scientists and technical staff in short and long terms.
6. Student exchange.
7. Common organization of conferences, seminars, symposia, etc...



8. Search for scholarships to support the exchange of scientists and students from both institutions.
9. All the parties agree otherwise

The operation of this Agreement is not conditional on the parties to establish projects in all forms of cooperation under this Article.

The Parties shall not be obliged to cooperate in those activities for which there is either ban stemming from a domestic law, institutional policy or custom.

#### **ARTICLE III: Competence**

The Parties will carry out the modalities of cooperation that stem in the present Agreement, with absolute respect to their respective competitions, regulations, institutional boards and national applicable legislation.

#### **ARTICLE IV: Specific Cooperation Programs**

The Parties will make Specific Cooperation Programs consisting of the activities or projects to be developed, once formalized, will form an integral part of this agreement should include the following information:

- Objectives.
- Implementation schedule.
- Allocation of human and material resources.
- Funding.
- The responsibility of each party.
- Dissemination of results.
- Any other information that the parties deem appropriate.

However the formulation of specific cooperation programs, each party may make further proposals for collaboration that arise during the implementation of cooperative activities referred to in this Agreement.

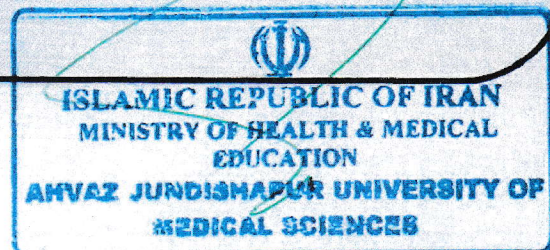
#### **ARTICLE V: Financing**

Parties will finance cooperative activities referred to in this Agreement, with resources allocated in their budgets, according to their availability, impact and budget as required by national legislation.

Parties may use alternative funding mechanisms for the implementation of specific cooperation programs carried out under this Agreement.

#### **ARTICLE VI: Intellectual Property**

If as a result of the cooperation activities developed under this Agreement shall generate products of commercial value and / or intellectual property rights, they are governed by national law applicable to the matter, as well as international conventions that are binding for the KRG, IRAQ and the Islamic Republic of Iran.



Exchanges of publications and their dissemination, exchange of documents, educational materials and a variety of audiovisual and computer use, shall be made in accordance with applicable national laws of each party, particularly concerning the rights of copyright and intellectual property in each of the two countries.

**ARTICLE VII: Coordinating Committee**

In order to carry out and fulfill the aims of this Agreement, each institution will appoint an appropriate person at each of their campuses to coordinate the development and conduct of joint activities. Through these contact persons, either institution may initiate proposals for activities under this Agreement.

**Contact persons of the Cihan university-Sulaimaniya:**

Dr. Hastyar Hama Rashid Najmuldeen  
Leading Researcher  
Head of the Department of Medical Laboratory Analysis  
College of Health Sciences, Cihan university-Sulaimaniya, KRG, Iraq  
E-mail: [hastyar.najmuldeen@sulicihan.edu.krd](mailto:hastyar.najmuldeen@sulicihan.edu.krd)

**Contact persons of the Ahvaz Jundishapur University of Medical Sciences:**

Dr. Fakher Rahim,  
Leading Researcher  
Metabolomics and Genomics Research Center, Tehran University of Medical Sciences,  
Tehran, Iran.  
E-mail: [Bioinfo2003@gmail.com](mailto:Bioinfo2003@gmail.com)

The Coordinating Committee will maintain communication with the frequency that the Parties deem appropriate, depending on the availability of financial institutions, to assess aspects arising from the implementation of this Agreement, to be responsible for the following functions:

- Establish an annual work program and meet alternately in the headquarters of the parties, unless agreed otherwise.
- Propose specific cooperation programs, in addition to this Agreement.
- Coordinating exchange of academic staff for teaching, research and advice.
- To clarify the administrative structures of the two sides, procedures and communication and liaison with respect to this Agreement.
- Evaluate the cooperation activities developed and being implemented under this Agreement.
- Any other function that the parties may agree.

The Coordinating Committee will make reports on the progress achieved under this Agreement. The Parties will make them known to their respective foreign ministries, as well as bilateral bodies that they consider relevant.



**ARTICLE VIII: Labor Relationship**

The parties agree that the personnel commissioned by each one of them for the execution of the cooperation activities derived from the present agreement, shall be related exclusively with the one that employ them. Therefore, each party will continue to be responsible in this respect and the other will not be considered a substitute employer.

**ARTICLE IX: Entry and Exit of Staff**

The parties will manage before the corresponding authorities all the necessary facilities for the entrance, permanence and exit of the participants who officially take part in the cooperation projects derived from the present Agreement. These participants will be subject to the prevailing dispositions, migratory, fiscal, customs, sanitary and of security in the receiving country and they will not be able to be engaged in any other activity without the previous authorization of the competent authorities in this matter. The participants will leave the receiving country, in accordance with the laws and dispositions of the same one.

**ARTICLE X: Insurance:**

The Parties shall ensure that its participant personnel in cooperation actions have medical, personal injury and life insurance so that, should an accident occur, requiring restitution or compensation arising from the cooperation activities of the present Agreement, it shall be covered by the corresponding insurance company.

**ARTICLE XI: Civil Responsibility:**

The parties are expressly exempted from any liability that might arise during the cooperative activities referred to in this Agreement, except for gross negligence or willful misconduct, and the liability that might arise as a result of unemployment academic or administrative work, with the understanding that once these events, the activities will resume in the form and terms determined by the Parties.

**ARTICLE XII: Other Instruments:**

The cooperation within the framework of this agreement shall be without prejudice to the rights and obligations that the parties have acquired under other international instruments.

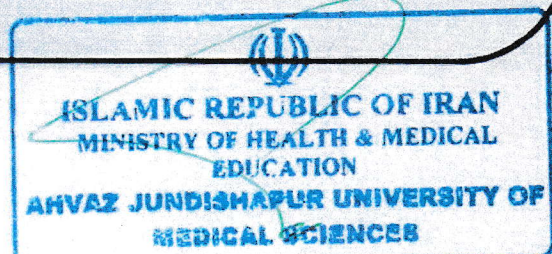
**ARTICLE XIV: Final Dispositions:**

The present Agreement shall be valid from the date of signing for 5 (five) year-period and it will automatically renew for another five-year period or until its termination by one of the two parties.

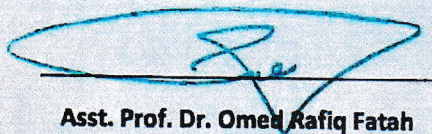
This Agreement may be amended by mutual consent of the parties, formalized through written communications that are specified in the entry into force.

The early termination of this Agreement shall not affect the completion of programs or projects of cooperation have been signed during his lifetime.

This Agreement is signed **07/11/2022** in two copies in English language.

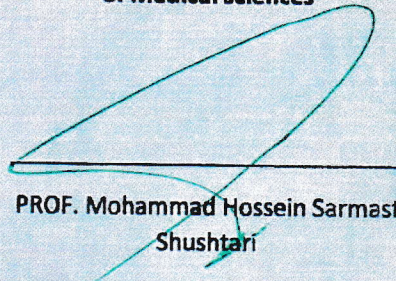


**Center for Clinical Laboratory Science  
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university of sulaimaniya**



**Asst. Prof. Dr. Omed Rafiq Fatah**

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**PROF. Mohammad Hossein Sarmast  
Shushtari**

