

INTERNATIONAL MEMORANDUM OF UNDERSTANDING

between

OLD DOMINION UNIVERSITY, Norfolk, Commonwealth of Virginia

and

Cihan University Sulaimani, Kurdistan, Iraq

Old Dominion University (hereafter "ODU"), Norfolk, Virginia, USA, and Cihan University Sulaimani, Kurdistan, Iraq (hereafter "CU"), join in the following international memorandum of understanding on the promotion of educational and academic exchanges between the two institutions.

1. Framework for Collaboration: Both institutions will make every reasonable effort to encourage direct contact and research cooperation between their faculty members, departments, and research institutes, to the extent that they are able, under provisions of this agreement, and endeavor to cooperate in the fields with which both parties are concerned. Both institutions agree to consider the following general forms of cooperation:

- Joint research activities;
- Academic materials and academic publications exchange;
- Faculty mobility for research, lectures, and discussions;
- Student mobility for study and research;
- Promotion of international mobility by faculty and students for educational purposes.

Themes of joint activities and the conditions for using the results achieved and arrangements for specific visits, exchanges, and other forms of cooperation will be agreed to by both parties on a case-by-case basis.

2. Initial Priorities of Collaboration: The initial priorities for collaboration between the two institutions are listed below. It is anticipated that additional areas of collaboration will be added as the mutual interest of the two institutions dictates.

- Exchange of students for study and research
- Exchange of faculty members for research, lectures and discussions
- Consultancy support to each other
- Shared online programs with various departments within academic colleges

3. Financial Considerations: Both institutions understand that all the financial arrangements should be agreed to by both parties on a case-by-case basis and will depend upon the availability of funds.

4. Faculty Mobility:

a. Selection of Faculty Participants: The names, qualifications, and other pertinent information of nominated faculty should be sent to the host institution no later than six months prior to the beginning of the research stay at the host institution. The host institution reserves the right to make the final decision on the acceptance of nominated faculty.

b. Access to Research Facilities: The host institution agrees to provide access to the appropriate research facilities to faculty from the home university and as permitted by federal, national, or state regulations.

c. Costs for Participating Faculty: All costs associated with faculty mobility are to be borne by the participating faculty or negotiated in advance. These include: travel (international and in-country), meals, lodging, passport/visa fees, insurance and incidental personal expenses. All faculty from Cihan University are required to be enrolled in a health insurance program that provides for the required coverages as stipulated by the U.S. federal government for Exchange Scholars (J status).

5. Student Mobility:

a. Selection of Student Participants: The names, qualifications, and other pertinent information of nominated students should be sent to the host institution no later than six months prior to the beginning of the research or learning/educational stay at the host institution, if at all possible. The host institution reserves the right to make the final decision on the acceptance of the nominated students.

b. Access to Research Facilities: The host institution agrees to provide access to the appropriate research facilities to students from the home university and as permitted by federal, national, or state regulations.

c. Enrollment in Courses: Enrollment in courses, when appropriate, will be facilitated by the host academic department. Any academic credit awarded to these students will be made through their continuing enrollment at their home institution.

d. Costs for Participating Students: Students will pay tuition and fees to their home institutions. All other costs associated with student mobility are to be borne by the participating students. These include: travel (international and in-country), meals, lodging, passport/visa fees, insurance and incidental personal expenses. All students are required to be enrolled in a health insurance program that provides for the required coverage as stipulated by the respective universities. Exchange of students must be on a reciprocal basis.

6. Intellectual Property:

a. Old Dominion University agrees to provide the students/researchers with access to necessary intellectual property and permits the use of this intellectual property only so long as the student/researcher is present at Old Dominion University. Further, the student/researcher may be required to sign an agreement regarding use and dissemination of intellectual property. While at Old Dominion University the students rights to any intellectual policy will be governed by the laws of the United States, the Commonwealth of Virginia and the policies of Old Dominion University.

b. Cihan University - Sulaimani agrees to provide the students/researchers with access to necessary intellectual property and permits the use of this intellectual property only so long as the student/ researcher is present at CUS. Further, the student/researcher may be required to sign an agreement regarding use and dissemination of intellectual property. While at ODU the students rights to any intellectual policy will be governed by the laws of Virginia and the policies of ODU University.

c. The Parties hereby acknowledge receipt of notice that some or all of the information, data, or other material provided or exchanged pursuant to this Agreement may be technical data within the meaning of the International Traffic in Arms (ITAR) regulations, 22 CFR sections 120 130, or the Export Administration Regulations (EAR), 15 CFR sections 768 - 819. Accordingly, the Parties shall not disclose, provide or export such information to any foreign person or entity, whether within the U.S. or abroad, without obtaining appropriate export authorization in advance. The Parties acknowledge their awareness that intentional violation of such export requirements may constitute a crime.

7. **Contact Offices:** The following offices will serve as the contacts for the respective universities until notified of changes in writing.

For
Old Dominion University
Senior International Officer
Office of International Programs
Old Dominion University
Dragas Hall 2006
Norfolk, VA 23529-0236
+1-757-683-5195 (phone)
+1-757-683-5196 (fax)
oip@odu.edu

For
Cihan University
Hemen Rasheed
Head of University Relations
Cihan University – Sulaimani
Kurdistan, Iraq
relation@sulicihan.edu.krd

Mitsue Shiokawa
Director of ODUOnline International
Gornto 433
Old Dominion University
Norfolk, VA 23529-0236
+1-757-683-7136 (phone)
+1-757-683-3176 (fax)
mshiokaw@odu.edu

8. Duration, Renewal and Termination of Agreement:

a. This agreement shall be effective for five years from the date of signing, unless terminated beforehand. The program shall be reviewed in four years following the date of signing to determine if its goals are being achieved, and if the agreement should be renewed for an additional five-year period.


b. This agreement shall be subject from time to time to revision or modification by mutual written agreement.

c. This agreement may be terminated by either ODU or Cihan University with six months notice given to the other party in writing.

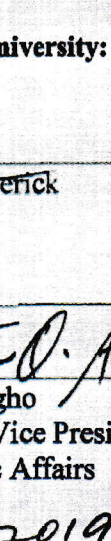
d. If conflict arises out of this agreement, the sole remedy for either party shall be the termination of the agreement (see 8c above).

9. Approvals:


For Old Dominion University:

By: 
John R. Broderick
President

Date: 3-18-14


By: 
Augustine Agho
Provost and Vice President
for Academic Affairs

Date: 3-6-2019

By: 
Morris W. Foster
Vice President for Research

Date: 3-8-2019

For Cihan University- Sulaimani

By: 
Dr. Omed Rafiq Fatah
President

Date: 28/3/2019

