

سيخضع كل طرف للقوانين والسياسات الوطنية والاموال المتاحة لتعزيز وتشجيع التعاون المشترك في المجالات الاتية:

- ١- تبادل اعضاء الهيئة التدريسية لإجراء البحوث والتدريب او القاء المحاضرات.
  - ٢- تبادل الطلبة للتعليم وانشطة البحث.
  - ٣- المشاركة في التدريس عبر منصات الانترنيت.
    - ٤- المشاركة في لجان المناقشة للدر اسات العليا.
      - ٥- مشاريع بحثية مشتركة.
      - ٦- المشاركة في المؤتمرات العلمية.
- ٧- البرامج الاكاديمية الخاصة على المدى القصير (السمنار، البرامج التعليمية على الويب، ورشات العمل، التدريب،
  الدورات والمدارس الصيفية).
  - ٨- تبادل المواد والمعلومات الاكاديمية.

# المادة ٣

- ١- يملك كل طرف جميع حقوق الملكية الفكرية العائدة له ويمنح كل طرف الى الطرف الاخر ترخيصا دائما
- غير قابل للإلغاء بما يجري الاتفاق عليه لاستخدام هذه الملكية لأغراض التدريس والبحث الداخلي الخاصة به.
- ٢- في حالة ان يكون كلا الطرفين مسؤولين عن انشاء الملكية الفكرية معا فان الملكية الفكرية تكون لكلا الطرفين
  - وفقا للمساهمة الابتكارية التي يقدمها كل طرف واذا كانت الملكية الفكرية معرضة للاستغلال التجاري فانه
    - لا يمكن لأي طرف ان يستغلها دون موافقة الطرف الاخر وفق شروط يتفق عليها.

٣-لا يجوز الافصاح او تسريب اية معلومات عن مخرجات هذه المذكرة قبل نشرها في الاروقة العلمية المختصة أو تسجيل الملكية الفكرية الناتجة عنها.

المادة ٤
يؤكد كلا الطرفين بأنه سوف يتم اختيار المشاركين بموجب مذكرة التفاهم هذه على اساس الاستحقاق بغض النظر

على العرق، القومي، اللون، الديانة، العمر، الجنس، الحالة الزوجية، الاعاقة الجسدية، ستوافق كلا من جامعة كربلاء وجامعة السيدة معصومة(س) المشاركين اللذين يجري اختيارهم من قبل الطرف الاخر إذا جرى استيفاء المؤهلات الاكاديمية والمهنية. سيجري التعامل مع جميع المشاركين بالطريقة نفسها غير التمييزية في تنفيذ احكام مذكرة التفاهم هذه مع مراعات سياسات ومتطلبات كل مؤسسة، أي انتهاك لهذه المبادئ سيعد أساساً لإنهاء مذكرة التفاهم هذه.

# المادة ه

تدخل مذكرة التفاهم حيز النفاذ من تاريخ استلام اخر اشعار خطي لكلا الطرفين يؤكد فيه استكمال الإجراءات الداخلية القانونية المؤيدة لدخولها حيز النفاذ وفقاً لقانون كلا البلدين، وتبقى نافذة لمدة (٥) سنوات قابلة للتمديد تلقانياً لمدة مماثلة، على ان تخضع للمراجعة بعد السنة الأولى من العمل بها ما لم يبلغ أحد الطرفين الطرف الاخر خطيا برغبته في أنهائها قبل مدة ستة أشهر من تاريخ انتهاء العمل بهذه المذكرة.

# المادة ٢

يجري الاتفاق على الامور المالية الإدارية الناتجة عن تنفيذ هذه المذكرة بالاتصال المباشر بين الطرفين على ان تحدد تفصيلاتها باتفاقات او ملاحق تشتمل على جميع بنود العمل مفصلة في المجالات متضمنة التكاليف والجدول الزمني والمخرجات المتوقعة لتنفيذ البنود المتفق عليها ويقوم الطرفان بتوقيعها الحاقا بمذكرة التفاهم ويعد الاتفاق او الملحق جزء لا يتجزأ من المذكرة ويقوم الطرفان بتوقيعها لاحقا بهذه المذكرة وتكون ملزمة لهم.

## المادة ٧

لا يجوز تغير او تعديل او اعادة النظر أو حذف او اضافة احكام الى هذه المذكرة أو استكمالها الا بموافقة خطية من كلا الطرفين خلال مدة نفادها وان اي تعديل او ملحق سيكون جزءا لا يتجزأ منها وتدخل حيز النفاذ على وفق الاجراءات نفسها المذكورة في المادة (الثانية عشر) من هذه المذكرة.

## المادة ٨

يجري حل الخلافات الناتجة عن تنفيذ أو تفسير مذكرة التفاهم وديا بالاتفاق المباشر بين الطرفين من خلال المفاوضات وفي حال عدم التوصل الى حل ودي يجري حسم الموضوع من خلال لجنة تنسيقية تشكل لهذا الغرض وفي حال عدم توصل اللجنة الى حل يصار الى انهاء العمل بمذكرة التفاهم هذه.

## المادة ٩

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يتفق الطرفان المتعاقدين في حال الغاء المذكرة او انهاء العمل بها على استمرار النشاطات التي كان قد بدء الطرفان بتنفيذها ولحين الانتهاء منها.

#### المادة ١٠

يجري منح سمة الدخول وفقاً للتشريعات النافذة لكلا البلدين.









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# Memorandum of Understanding between the University of Kerbala in the Republic of Iraq and Hazrat-e Masoumeh University in the Islamic Republic of Iran

This Memorandum of Understanding (MOU) is signed between Hazrat-e Masoumeh University (HMU), Iran represented by Dr. Maryam Bordbar, the president, and the University of Kerbala (UOK), represented by Prof. Bassem Khalil Nayel Al-Saidi, the president, (hereinafter referred to individually as Party and collectively as Parties), for academic collaboration between Parties, subject to the availability of appropriate resources; to the regulations of the Islamic Republic of Iran's Ministry of Science, Research and Technology (MSRT); to the regulations governing the University of Kerbala, and to the internal regulations of both universities.

# Article I: Purpose

This MOU aims to foster advancement in teaching, research and cultural understanding of both universities through:

- 1. Joint/Dual BSc./MSc./Ph.D. degree program in the selected fields;
- 2. Joint/Dual research-based Ph.D. program in the selected fields;
- 3. Joint/Dual Online MSc. program in the selected fields;
- 4. Research sabbatical program for faculty members and Ph.D students.
- 5. Student exchange at undergraduate and postgraduate levels;
- 6. Mutual visits of faculty members;
- 7. Collaboration in research projects;
- 8. Joint workshops, seminars and similar events;
- 9. Sharing academic data, publications and information; and,
- 10. Other academic areas of mutual interest.

## Article II. Scope of Cooperation

- 1. Joint/Dual Degree Program in Selected Fields
  - 1.1 Parties shall initiate a Joint/Dual program leading to the degree in BSc./MSc./Ph.D. in selected fields. The program shall involve the registration of a number of students at both universities, the exchange of such students between the two universities, and the awarding of a degree to successful students. The Party through whom the students enter the program shall be the "Home University" and the other Party shall be the "Receiving University".
    - 1.2 Under its overall responsibility, and entirely from its private budget, UOK will support students from several of its target institutions of higher education, into BSc, MSc or PhD level degree studies at HMU. In supporting this educational

cooperation, HMU will determine the annual tuition fee foreach BSc/MSc/PhD candidate student enrolled under this MOU, based on the tuition fees and charges applicable for a scholar's chosen discipline in the first year of their enrolment for the duration of study and up to a maximum period of (24) months for MSc and (48) months for PhD and BSc. 1.3 Both Parties shall settle details of such collaboration in a separate detailed protocol of Joint/Dual Degree Program in selected fields with mutual consent. Such protocol will be worked out by the representative(s) as appointed by Parties. 1.4 Joint/Dual degree programs require the special permission of Iran's Ministry of Sciences, Research, and Technology to come into effect. 2. Research Sabbatical Program for Faculty Members and Ph.D. Students 2.1 Under this MOU, both Parties shall endeavor to provide opportunities for participants to engage in research activities at their host universities for a period of up to one year. The program is open to faculty members and Ph.D. students in selected fields, and participants will have access to a range of resources and facilities to support their research. 3. Student Exchange 3.1 The number of students and other details of the student exchange program between HMU and UOK shall be agreed upon in a separate detailed protocol with mutual consent by the representative(s) as appointed by Parties. 3.2 Both Parties agree not to discriminate on the basis of religion, race, creed, gender, or national origin in the decision for the exchange program. 4. Mutual Visits of Faculty Members 4.1 Parties shall promote cooperation and exchange between their faculty members. 4.2 It is to be emphasized that the mutual visits shall be based on, but not limited to, joint training programs, formulation of joint research programs, and exchange of teaching materials. 4.3 The release of faculty member shall be subject to the MOU of the President and Deans concerned from both Parties. 4.4 The details of the Faculty Exchange Program shall be worked out by the representative(s) as appointed by Parties 5. Collaboration in Research Projects 5.1 Under this MOU, both Parties shall endeavor to explore the possibilities of conducting research projects on a collaborative basis, with a view to promote the image of both universities as disseminators of the state-of-the-art knowledge in the relevant research fields. 5.2 Both Parties shall settle details of such collaboration on a case-by-case basis. 6. Joint Workshops, Seminars and Similar Events 6.1 Parties shall arrange mutually agreed joint (in person/online) workshops, seminars and similar events through faculty exchange. 6.2 Both Parties shall settle details of such collaboration on a case-by-case basis.

7. Sharing Academic Data, Publications and Information 7.1 Under this MOU, both Parties shall endeavor to share teaching materials such as lecture notes and case studies, research reports, working papers, audio-visual materials, software, among others, in a mutually beneficial manner. 7.2 Such exchange and use of the materials shall not violate intellectual property guidelines and laws. 7.3 Both Parties shall settle details of such collaboration on a case-by-case basis. **Article III. HMU Responsibilities** 1. HMU will assist the UOK students, in matters concerning immigration, accommodation, degree course admission and overall adjustment to the new environment. HMU will facilitate student visa through its Consular Affairs Office in Student Vice-Chancellor. HMU will appoint additional tutors for individual students regarding their Persian Language skills at the university, the costs for which will be charged to UOK separately. 2. HMU will monitor the students' study progress via appointing academic mentors and will report to UOK in case of any issue. Should any student's study progress fall below expectations, HMU will make a decision about their situation based on HMU regulations and will recommend to UOK the student's withdrawal from the program. 3. HMU will be able to meet its responsibilities determined in this MOU only if it receives from the UOK the funds needed for the program implementation and administration well in time. Otherwise, HMU will not make advance payments from its funds to the students or their host institutions, and therefore will take no responsibility for any consequences. **Article IV. UOK Responsibilities** 1. The UOK will invite applicants from eligible candidates for BSc./MSc./Ph.D. level at HMU. The UOK will guarantee the authenticity of applicants' documents to study at HMU. 2. The UOK will guarantee the candidates' study for the entire duration of BSc./MSc./Ph.D. program after getting the permission from the Iraqi Ministry of the Higher Education and Scientific Research or in case of joint Ph.D. for the agreed period. 3. The UOK will ensure that all its candidates will be committed to arrive in HMU on time, after specifying the dates set for the studies. 4. The UOK will cover round trip expenses of its students. Likewise, the UOK will pay the monthly postgraduate salary (taking into account the minimal living allowances and other necessary benefits per category needed to live legally in Iran) for its candidates over the entire period of their studies at HMU. Should the period required to complete the BSc./MSc./Ph.D. programs exceed the normal number of months, candidates will only be allowed to continue and complete their studies if the finance can be arranged by UOK. 5. The UOK will obligate its candidates for the full duration of their stay in Iran to strictly follow HMU regulations pertaining to the implementation of the BSc./MSc./Ph.D. program, including the decisions of HMU on placement, academic supervision, diHMUrsement of study allowances. Likewise, the UOK will bind its candidates to meet HMU requirements concerning timely reporting of address changes, study progress, illness, leave of absence and any other matter to ensure its continuous assistance to both the UOK and the students themselves. Upon a wellfounded request from HMU (e.g. because of unsatisfactory study progress, serious misconduct, or offense against HMU regulations or Iranian law),

the UOK will drop candidates from the program and summon them back.

6. The UOK will make available to HMU the funds for this program based on yearly invoices. The yearly invoices will be sent to UOK four (4) months prior to the academic year.

Article V. Duration, Modification and Termination

1. This MOU shall be in force from the date on which it is signed and will be effective for a duration of five (5) years from the date of signature thereof.

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2. Any modifications concerning the MOU in force may only be made through mutual consent in writing by both Parties.

3. This MOU can be extended unless one of the Parties informs the other party in writing of their desire to terminate it before a period of six months from the expiry date.

4. Either Party may terminate this MOU at any time by giving a six (6) months advance notice in writing to the other Party although such action shall only be taken after mutual consultation in order to avoid any possible inconvenience to all concerned. Regardless of termination, Parties shall continue to fulfill their obligations hereunder until all participants who have commenced the program may complete the term in session at the time of the termination, or work that is in progress at the time of termination.

5. Disputes arising from the implementation of the MOU shall be resolved or interpreted by direct agreement between the Parties and in the absence of solution; the matter will be resolved through a coordinating committee formed for this purpose. In case the committee does not reach a solution, this MOU will be terminated.

### **Article VI. General Matters**

1. The Parties ensure that they shall respect human rights. The Parties, also commit themselves to respect the current regulations of Iran and Iraq.

2. Nothing herein shall affect the autonomy of either Party, nor shall any constraints be imposed by either Party upon the other in carrying out this MOU.

3. The Parties acknowledge that both universities may be subject to various privacy, freedom of information and public records laws, and agree to co-operate and provide all necessary assistance within the legal requirements of each country in order to comply with these legal obligations.

4. Intellectual property rights are protected and promoted in accordance with the laws and regulations of both countries, noting that the student or the professor may not be given the authority to sign contracts with some scientific aspects that relate to intellectual property except after presenting this contract to the UOK and translating it into legal translation.

The competent authorities in the fulfillment of this MOU for joint Academic Collaboration shall be the International Relations Office of HMU and the International Relations Office of the UOK University. This MOU was signed in the city of Mashhad on 7/10 /2023 and was drawn up in two original copies (in English), each of which has the same legal authority.

University of Kerbala (UOK)
Prof. Bassem Khalil Nayel Al-Saidi

Hazrat-e Masoumeh University (HMU)

Dr. Maryam Bordbar