



Memorandum of Understanding
Between
Ministry of Higher Education and Scientific Research
Ninevah University / Republic of Iraq
And
Elmergib University / State of Libya

The two parties, the Ministry of Higher Education and Scientific Research / Nivevah University in the Republic of Iraq, hereinafter referred to as (the first party), and Elmergib University in the State of Libya hereinafter referred to as (the second party), who are hereinafter referred to as (the two parties), the two parties shall desire to develop and increase mutual cooperation between them in all scientific, research and technical fields and establish mutual working relationship to promote the reality of scientific cooperation to serve the interests of both parties. The two parties have agreed, in a manner that does not contradict the laws, instructions and rules in force in their countries, on the following articles:

First Article

The content of this memorandum embodies all objectives and purposes shall be agreed by two parties and the preamble of this memorandum shall be considered as an integral part hereof and shall be read along with it as one unit.

Second Article

The parties shall cooperate in the following areas:

1. Exchanging information, curriculum and scientific research for publishing.
2. Organizing scientific and academic mutual activities.

3. Conducting training workshops for teaching staff and students.
4. Encouraging cooperation in the field of joint scientific supervision.
5. Provide an opportunity for the teaching staff at universities for conducting joint scientific research and lectures in the field of their majors and other tasks characterized teaching staff that benefit both parties.
6. Exchanging and training undergraduate and postgraduate students for the purposes of joint scientific studies and research.
7. Training the teaching staff of one party to learn the standards of higher education for the other party.
8. Conducting specialized training courses for members of both parties according to the specializations available in both parties
9. The two parties cooperate in the areas of academic accreditation, quality assurance, and exchange of experiences between the two universities to enter international university rankings.
10. Exchanging information, books, scientific research, research and scientific documents, and student theses in the educational, research and technological fields.

Third Article

The parties shall coordinate and cooperation in the following areas:

First: Facilitating entry visa for visiting delegations from both universities in accordance with relevant legislation in force in both countries.

Second: Conducting remote commutation and virtual meetings periodically.

Fourth Article

Formation of a joint committee between the two parties that includes the experts and specialists to develop a mechanism to follow-up, implement the articles and provisions of this memorandum and open new horizons for cooperation, and meet once a year alternately in both countries or as needed.

Fifth Article

Financial and administrative matters shall be agreed upon through direct communication and negotiation between the two parties, provided that their details are determined by signed agreements or appendixes that include all the clauses of the memorandum detailed in the fields and clauses agreed upon for its implementation. The agreement or appendix shall be considered as an integral part of the memorandum and the parties shall be signed further to this memorandum and shall be binding on the parties.

Sixth Article

This Memorandum of Understanding shall enter into force from the date of receipt of the last written notice to both parties confirming the completion of the legal internal procedures supporting its entry into force in accordance with the law of both countries. The memorandum remains valid for a period of () years, renewable

automatically for a similar period, unless one of the two parties informs the other party in writing of his desire to terminate it before a period of six months from the date of expiration of this memorandum.

Seventh Article

First: Intellectual property rights arising from this memorandum shall be protected and promoted in accordance with the laws and regulations of both parties.

Second: Each party owns all of its intellectual property rights, and each party grants the other a permanent, irrevocable license, as agreed upon, to use this property for the purposes of implementing this memorandum.

Third: In the event that both parties are responsible for creating the intellectual property together, then the intellectual property is for both parties according to the innovative contribution provided by each party, and if the intellectual property is subject to exploitation, neither party can exploit it without the consent of the other party and according to agreed terms.

Eight Article

The two parties agree that information shared is only used for its intended purposes they had agreed. No information shared is to be passed to a third party without written consent of the two parties.

Ninth Article

Disputes resulting from the implementation or interpretation of the memorandum of understanding shall be resolved by direct agreement between two parties. If the parties cannot reach a solution, they shall submit the dispute to their Governments for settlement through negotiations. If the committee does not reach a solution, the work of the memorandum of understanding shall be terminated.

Tenth Article

In the event of cancellation or suspension the memorandum of understanding, both parties agree on carrying out their activities approved earlier until the ended from it.

Eleventh Article

It is not permissible to change, amend, reconsider or add provisions to this memorandum without the written consent of both parties during its validity period and it becomes an integral part of it and enters into force according to the same procedures mentioned in Article (6) of this memorandum.

This Memorandum of Understanding shall be signed in the city of Al-Mosul on 05/03/ 2024 AD, 24/Shaaban / 1445 H and made in two original copies in Arabic and English languages, each of them with the same legal authenticity, and in the case of any dispute happened as a result of interpretation and implementation the articles of


this memorandum of understanding and its appendixes are based on the English language text.

First Party

Ministry of Higher Education and
Scientific Research/ Ninevah University/
Republic of Iraq

Prof. Dr.

Osama Ismail Al-Mashhadani
University's president



Signature:

Second Party

Elmergib University/ State of Libya

Prof. Dr.

Emhemed Enwiji Ghomid
University's president


Signature:

