MEMORANDUM OF UNDERSTANDING
BETWEEN
BAGHDAD UNIVERSITY, REPUBLIC OF IRAQ
AND
THE STATE OF OREGON ACTING BY AND THROUGH
THE STATE BOARD OF HIGHER EDUCATION ON BEHALF OF THE
PORTLAND STATE UNIVERSITY

I. Participating Universities

A. Portland State University is a comprehensive research university located in Portland, Oregon, U.S.A. It enrolls about 27,000 students annually and teaches courses and conducts research in the liberal arts, the natural and social sciences and the professions.

B. Baghdad University was formed in 1957.

II. Educational Cooperation

A. Baghdad University and Portland State University hereby agree to encourage educational cooperation through:

(1) Visits by faculty and students from one university to the other for the purpose of consultation, in research or other educational activities;

(2) The enrollment of qualified students from one university in undergraduate and graduate programs at the cooperating university;

(3) A sharing of academic publications and scholarly information; and

(4) The promotion of other academic activities which enhance the above mentioned goals.

B. Both universities acknowledge that visits by faculty and students from one university to the other shall be subject to the entry and visa regulations of Iraq and the United States of America, and shall comply with the regulations and policies of Baghdad University and Portland State University.

C. Both universities agree that all expenses, including research materials, tuition, international and domestic travel, per diem, honoraria and all other costs, shall be the responsibility of the sending university or the visiting faculty or enrolling students. However, the host university is encouraged to seek ways to help visiting faculty and students whenever possible.

III. Responsibility for this Memorandum of Understanding

A. At Portland State University, Ron L. Witczak, Assistant Vice Provost, Office of International Affairs.

B. At Baghdad University, Dr. Ebrahim Shahlaa Emsail.
IV. **Intellectual Property Rights**

In the course of collaboration between Baghdad University and Portland State University, each party shall take reasonable measures to ensure that participating individuals using proprietary materials and technologies acquired by either institution adhere to intellectual-property (IP) and technical property (TP) protection (e.g. material transfer agreement (MTA) or license) pertaining to the relevant technologies and materials. The parties agree that should protection be required for innovations, research products and other IP/TP, through patents or other means, accruing from joint collaboration between Baghdad University and Portland State University, the parties shall meet and seek an equitable and fair understanding as to ownership and other property interests that may arise. For purposes of this MOU, IP shall be taken, without limitation, to mean intellectual property rights (IPR), unpublished patent applications, and any other inventions, improvements, and/or discoveries that may or may not be legally protectable, including all know-how, trade secrets, research plans and priorities research results, reports, statistical models, computer programs, product ideas, etc. Technical or tangible property (TP) will be taken to mean, without limitation, tangible property such as computer software, architectural designs and teaching or learning tools or aids.

V. **Effective Date and Duration**

This Memorandum of Understanding will be valid for five years following the date of signing, unless either party gives the other six months written notice of its desire to either terminate or revise this Memorandum.

VI. **Signatures**

On behalf of Baghdad University

Dr. Ebrahim Shalah Emsial Lecturer, College of Engineering

[Signature]

12 Aug. 2009

The State of Oregon Acting by and Through The State Board of Higher Education on Behalf of Portland State University

Dr. Wim Wiewel President

[Signature]

01/12/09

Date

Karen A. Preston
Contracts Officer
Business Affairs

[Signature]

8-7-09

Date