MEMORANDUM OF UNDERSTANDING

BETWEEN

CARDIFF UNIVERSITY

AND

THE UNIVERSITY OF BAGHDAD

This Memorandum is made on 14th July 2011 between Cardiff University, an educational establishment with administrative offices at 30-36 Newport Road, Cardiff CF24 0DE ("the University"); and the University of Baghdad, Iraq ("Baghdad University").

1. Aims

The University and Baghdad University wish to explore opportunities for collaboration in teaching and research. The aim of this Memorandum is to provide a framework within which the parties will seek to develop a long-term collaborative relationship.

2. Status of this Memorandum

Other than paragraphs 5, 6 and 7.1, this Memorandum is not intended to be and is not legally binding. If, as a result of further discussion, the parties agree to collaborate in any of the activities anticipated in this Memorandum, the parties shall enter into a formal and legally binding collaboration agreement, setting out the rights and obligations of each party in relation to that activity.

3. Areas of potential collaboration

3.1 Subject to paragraph 3.2, the parties will explore opportunities for potential collaboration in the following areas:

(a) exchange of information on programme development and teaching methods;
(b) exchange of staff and students;
(c) development of joint research projects;
(d) development of progression routes from programmes of Baghdad University (2+2) to programmes leading to awards of Cardiff University;
(e) any other areas which may promote the academic interests of the parties in research, consultancy and/or teaching.

3.2 The development of a collaborative relationship between the parties is subject to:

(a) the approval of the relevant authorities of both the University and Baghdad University. In particular, approval by the University of the Baghdad University as a collaborative partner, and approval of any programmes leading to awards of (or credit towards an award of) Cardiff University, is subject to the procedures of the University's Academic Standards and Quality Committee and any other relevant University procedures; and

(b) obtaining all necessary or advisable governmental, regulatory or other relevant approvals or consents.

4. Financial implications

Each party shall be responsible for its own costs incurred in connection with this Memorandum and Baghdad University will agree to pay costs relating to development
activities arranged for its staff and students at Cardiff, subject to prior agreement between the two parties. These arrangements will be governed by a separate financial agreement.

5. Confidentiality

This Memorandum and any information provided in connection with it may not be disclosed to any third party other than (i) the parties’ professional advisers; (ii) as required by law or a relevant regulatory authority; (iii) with the prior written consent of the other party; or (iv) where the information has come into the public domain through no fault of the party wishing to disclose it.

6. Disputes

6.1 The parties shall attempt to resolve in good faith any dispute arising between them out of the operation of this Memorandum. If the dispute cannot be resolved informally, it shall be referred to the Vice-Chancellor of the University and the Chancellor of Baghdad University.

6.2 This Memorandum shall be governed by and construed in accordance with the laws of England and Wales.

6.3 Any dispute arising out of the operation of this Memorandum shall be finally settled by arbitration under the Rules of Arbitration and Conciliation of the International Chamber of Commerce by two or more arbitrators appointed under those rules. The place of arbitration shall be Cardiff and the language of the proceedings shall be English.

7. Duration, termination and review

7.1 This Memorandum shall commence on the date set out on the first page and shall continue for a period of 3 years. It may be extended by the written agreement of both parties.

7.2 Either party may terminate this Memorandum at any time by giving to the other not less than 12 months’ notice in writing, or with immediate effect by written notice if the other fails to comply with its obligations under this Memorandum. Termination of this Memorandum shall be without prejudice to any other collaborative arrangement between the parties.

7.3 The parties shall review the operation of this Memorandum on an annual basis.

Signed for and on behalf of CARDIFF UNIVERSITY by [Dr David Grant, Vice-Chancellor]

Signed for and on behalf of BAGHDAD UNIVERSITY by Professor (Dr.) Musa Jawad Al-Moussawi, (Chancellor)