MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNIVERSITY OF BIRMINGHAM

AND

THE UNIVERSITY OF BAGHDAD
THIS MEMORANDUM OF UNDERSTANDING IS DATED
DAY OF 2012

AND MADE BETWEEN:

(1) THE UNIVERSITY OF BIRMINGHAM, Edgbaston, Birmingham, B15 2TT, United Kingdom ("the University") and
(2) THE UNIVERSITY OF BAGHDAD, Jadriyah, Baghdad, IRAQ ("the University of Baghdad").

1. Introduction

1.1 The University and the University of Baghdad wish to enter into a co-operative relationship for the general purpose of promoting teaching, research and other collaborative activity for the mutual benefit of both parties.

1.2 This Memorandum of Understanding ("MoU") sets out below the principles by which the University and the University of Baghdad can establish a formal arrangement regarding such activities.

2. Principles

2.1 The University proposes the following:

(i) Both parties shall encourage the mobility of administrative and technical staff for the purpose of training or experience acquisition for periods ranging from two weeks to one month. The number of visitors and their specialization shall be determined in advance by correspondence.

(ii) To assist in the transfer of knowledge and high-technology and the use of university facilities, the two universities may cooperate in the creation of joint research projects (both PhD and postdoctoral) in the fields of: (a) Science and Engineering, medicine, biological sciences, materials and metallurgy, physics, chemistry and the environment, (b) Arts and Social Science.

(iii) The two parties may exchange scientific books, publications, periodicals, and research findings published in scientific journals in the native languages of both sides.

(iv) The two parties shall encourage student mobility between the two institutions for scientific and cultural purposes.

Any mobility must be sensitive to the security advice issued by the respective governments.

2.2 Any activity carried out within the broad framework of this MoU shall be subject to the mutual consent of both parties, taking into account any constraints of time, funding and other relevant resources.

3. Subsidiary Agreements
3.1 In addition, it is envisaged that each activity that the parties wish to pursue in accordance with the purpose of this MoU will be governed by terms and conditions to be separately negotiated and mutually agreed upon by the parties through the signing of one or more subsidiary agreements.

3.2 The parties will issue the required formal invitations and will assist (if necessary) in the issue of entry visas for the staff working within the framework of the MoU.

4. Renewal Amendment and Termination

4.1 This MoU shall be effective for an initial period of three years from this date. Thereafter, this MoU may be extended for a further period of three years or for any other period of time as deemed appropriate by both parties, subject to their mutual consent and any such extension to be made in writing.

4.2 This MoU will be reviewed every three years. The first review will take place on 1st July 2015.

4.3 Either party may amend this MoU at any time, provided it is with prior written consent of both parties.

4.4 Either party may terminate this MoU at any time by giving six months notice to the other party in writing.

5. General

5.1 The parties to this MoU shall not be deemed to be in breach of this understanding or otherwise liable to any other party in any manner whatsoever for any failure or delay in performing or initiating the activities proposed in this MoU.

5.2 This MoU records the understanding between the parties and is not intended to be a legally binding document and shall not be enforceable in any Court of Law.

Signed __________________________  
by Professor Michael Sheppard  
Vice Principal  
For the University of Birmingham

Signed __________________________  
by Professor Dr. Mosa Al-Mosawe  
President  
For the University of Baghdad