



## MEMORANDUM OF UNDERSTANDING

(Hereinafter called 'MOU')

### on Academic Cooperation

Between

**Kermanshah University of Medical Sciences**, having its principal office at No. 1 University Building, Shahid Beheshti Boulevard, Kermanshah, Iran,

And

**Maastricht University, Faculty of Psychology and Neuroscience**, having its principal office at Minderbroedersberg 4-6, 6211 LK Maastricht, The Netherlands,

Hereinafter individually referred to as 'Institution' and collectively as 'Institutions'.

WHEREAS:

- The Institutions recognize the value of international cooperation and have agreed to further explore possibilities for mutual cooperation in the area of education and research involving but not limited to the exchange of staff and students and the development and execution of collaborative research and study programmes.
- The Institutions agree to implement the MOU under the terms and conditions hereinafter set forth.

THEREFORE, the Institutions agree as follows:

#### **Article 1 OBJECTIVE**

The objective of the cooperation is to make possible and to institute academic cooperation between both Institutions based upon principles of mutual equality and the reciprocity of benefits.

#### **Article II SCOPE OF ACTIVITIES**

The scope of activities of the cooperation shall include:

##### **A. EDUCATION**

In accordance with the aim of the Institutions to develop and offer higher education of the highest quality that adequately addresses human resources needs in society, which will be achieved by applying innovative student-centred outcome-based learning methodologies, the Institutions intend to share knowledge, experiences and educational research results and to support each other in further educational

development. Among other things this mutual support may relate to curriculum development, the development and application of innovative methodological approaches such as problem-based learning, student assessment, educational quality assurance, programme contents development, internationalization of the curriculum, student support service, and management of education.

**B. ACADEMIC STAFF**

Visits by academic staff members will be encouraged for the mutual benefit of both Institutions. Suitable arrangements will be made for the exchange of visiting scholars for collaboration in teaching and in research. In the absence of any specific agreement to the contrary, all expenses of salary, insurances, travel and living and allied costs will be the responsibility of the visiting scholar's home Institution. The host Institution will provide the normal services for visiting scholars including library and other facilities.

The host Institution will assist, as far as possible, in arranging accommodation for the visiting scholar in matters of immigration, residence permits or authorizations for temporary stay, healthcare, language and local custom.

**C. RESEARCH**

The Institutions will seek opportunities to cooperate in research. The details of specific proposals will be determined by mutual agreement on a case-by-case basis.

The form of cooperation may vary with the goal of each project. A clause concerning intellectual property is addressed in Article IV.

**D. ACADEMIC AND CULTURAL INTERCHANGE**

To facilitate academic and cultural interchange, the exchange of research materials, publications and information will be encouraged.

The Institutions will invite each other, when appropriate, to participate in conferences, symposia and short visits. Setting up joint educational programmes and developing joint curricula are encouraged as well.

**E. STUDENT PROGRAMME**

The Institutions will seek possibilities to facilitate student programmes. The details of specific proposals will be determined by mutual agreement on a case-by-case basis. A student programme may include student exchange, joint supervision of postgraduate students, and the provision of library access and academic assistance for doctoral research students.

**Article III CONTRIBUTION BY THE INSTITUTIONS**

The Institutions will, in accordance with the prevailing laws and regulations in their respective country, and subject to personnel and budget limitations:

1. Seek finance of joint activities from sources available to them;

2. Provide necessary funding to assist in the implementation of activities as jointly agreed upon;
3. Assign qualified experts and lecturers to assist in the implementation of activities under this MOU.

#### **Article IV INTELLECTUAL PROPERTY RIGHTS, RESULTS AND PUBLICATIONS**

Intellectual property rights on any information which already exists prior to this cooperation or which is not the result of this joint collaboration remain the property of the Institution which provides the information, unless explicitly agreed otherwise in writing between the Institutions.

An agreement on intellectual property rights shall be drawn up separately in accordance with the laws of the respective countries for all intellectual property rights, results and publications which are jointly generated as a result of the cooperation between the Institutions.

All (raw) data resulting from joint research projects (PhD programmes) between the Institutions which constitute the basis for joint publications must be available for storage in the repository of each Institution.

#### **Article V SETTLEMENTS OF DIFFERENCES**

Any differing viewpoints and interpretations of this MOU shall be settled by mutual consultation or negotiation.

#### **Article VI SEVERANCE**

If any part of this MOU is or becomes void, voidable or otherwise invalid or unenforceable, whether due to the provisions of any statute or otherwise, that part:

1. Will be read, if possible, in a way so that it becomes valid and enforceable; or
2. Will be severed from this MOU to the extent that the remaining parts of this MOU will remain in full force and effect.

#### **Article VII NO AGENCY AND NO ASSIGNMENT**

1. This Agreement shall not constitute either Institution as the legal representative or agent of the other, nor shall either Institution have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name, or on behalf of the other Institution.
2. This MOU shall not be assigned or transferred by either Institution without the prior written consent of the other Institution.

#### **Article VIII AMENDMENTS, DURATION AND TERMINATION**

1. Any amendments to this MOU can only be made in writing, after consultation and mutual consent of the Institutions. Such amendments, once approved by the Institutions, will become part of this MOU.
2. The MOU shall take effect on the date on which this MOU is signed by both the Institutions.



3. The MOU shall remain in force for a period of 5 (Five) years from the date of commencement as mentioned in this article, subsection 2. The MOU may be extended by mutual consent of the Institutions.
4. The MOU may be terminated by either Institution by written notice at least twelve months in advance to the other Institution. The event of termination will not affect participants already engaged in this cooperation from completing their activities at the host Institution.

**Article IX COMMUNICATION**

Any notice or request given or made by one Institution to the other under this MOU shall be in writing in the English language and shall be addressed by all means to the Institution's principal office as is designated in writing hereinafter.

Authorized representatives of the Institutions shall sign two original Memorandum of Understanding documents. Each Institution shall hold one original signed MOU, with both documents being equally authentic.

IN WITNESS WHEREOF, the Institutions hereto have caused this MOU to be executed by their duly authorized representatives.

Signed

At.....  
Date.....

For

Kermanshah University of Medical Sciences

Yahya Pashar, PhD  
Dean of School of Public Health



At.....  
Date.....

For

Maastricht University

Prof. Dr. A. Jansen  
Dean Faculty of Psychology and Neuroscience