



# Memorandum of Understanding



This MOU is made & executed on 02/08/2023 at Bangalore

Between

**CIHAN UNIVERSITY- DUHOK, KURDISTAN REGION, IRAQ**

**(Party I)**

and

**ACS College of Engineering, Kambipura, Bangalore, INDIA**

**Autonomous Institution**

**(Accredited by AICTE, NAAC and NBA )**

**(Party II)**

## Recitals

1. The University is a tertiary educational institution established by the **Cihan University- Duhok here in after referred as I party**
2. **ACS College of Engineering** is a tertiary educational institution in Bangalore, India as **a here in after referred as II party**
3. The Parties have agreed to collaborate toward advancing research in accordance with provisions below.

## **STATEMENT OF UNDERSTANDING**

### 1. Broad Areas for Collaboration

The Parties will discuss opportunities for educational exchanges and academic research collaboration. The **Cihan University-Duhok (Party I)** and **ACS College of Engineering (Party II)**.

- a. Establish a Collaboration Agreement that will facilitate the establishment of a framework within which the **(Part I & Part II)** collaboration might be advanced to facilitate the parties entering into agreements setting out the terms and conditions on which activities and projects will be undertaken:
- b. Consider the joint pursuance of opportunities for research funding;

- c. Consider the exchange of research active staff and/or higher degree research student visits;
- d. Be conducted on a confidential basis on the understanding that clauses 4, 5 and 6 are intended to be legally binding on the parties; and
  - a. Visiting of faculties;
  - b. Exchange of students;
  - c. Joint activities, lectures;
  - d. Joint research projects and publications;
  - e. Participation in seminars and academic meetings;
  - f. Exchanges of published academic materials and other information;
  - g. Special short-term academic programs.
  - h. Approval of DAC-Department Academic Committee.

## **2. Term**

2.1 This MoU shall become effective on the date of signing by both parties and shall expire on 20<sup>th</sup> December 2026, unless such date is extended in writing by the parties. .

2.2 Either party may terminate this MoU by giving writing notice to the other party with 90 days' notice.

2.3 The termination of this MoU shall not affect the implementation of activities that have been undertaken prior to such termination, unless agreements pertaining to such activities explicitly provide for such termination.

## **3. Amendments and Supplementary Agreements**

3.1. The parties may agree to amend this MoU at any time by further memoranda in writing signed by the duly authorized officers each party.

3.2. The parties shall wherever necessary enter into written agreements to facilitate collaborative activities arising from this MoU. Such agreements will specify, at a minimum, the details of agreed activities and programs, including the contributions and responsibilities of the parties, budgets and funding, intellectual property rights, confidentiality and privacy, settlement of differences and risk allocation.

#### **4. Intellectual Property**

4.1. The ownership of intellectual property rights and publications shall be defined and provided for in a written agreement between the parties;

4.2. In the absence of any written the agreement parties, may

- a. IP ownership is retained by the developing parties or in the joint name of both the parties; and
- b. property rights to any discoveries, inventions or products resulting from this MoU that may be commercially useful will be determined based on the Ownership of any new patent rights, trade marks, copyright or other intellectual contributions of the parties; and
- c. Both parties must give written approval for the utilization and publication of any data and research finding resulting from a joint activity relating to this MoU.

4.3. The provisions of this clause 4 shall be legally binding upon the parties.

#### **5. Use of Name and Logo**

5.1. No party shall use nor permit any person or entity to use, the name or logo (or any variation thereof)

5.2. The provisions of this clause 5 shall be legally binding upon the parties.

#### **6. Confidentiality and Privacy**

6.1. For the purposes of this MoU, 'Confidential Information' means information that:

- a. Is by its nature confidential or constitutes personal information pursuant to privacy legislation;
- b. Is designated by the parties as confidential; or
- c. The parties know or ought to know is confidential and includes without limitation the terms of this MoU and all information about the parties, their employees, agents, policies and operations which is made available or which becomes know during the term of this MoU or as a result of executing this MoU and includes information and opinions recorded in any form about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion, but does not include information which;

a. Is or becomes public knowledge other than in contravention of this MoU; or

b. has been independently developed or acquired by either party

6.2. The party may exchange confidential information relevant to the purposes of this MoU.

6.3. Each party must treat as confidential all Confidential information owned or provided by the other party and must not use or disclose it to anyone without the prior written consent of the other party except for the purposes contemplated by this MoU.

6.4. Each party must take such reasonable steps as are required to maintain the security of and prevent unauthorized access to or use of the confidential information of the other party in its possession.

6.5. Where requested, a party must return all confidential information and copies of confidential information of the requesting party, regardless of the form in which it is maintained.

6.6. The provisions of this clause 6 shall be legally binding upon parties.

**7. General Provisions.**

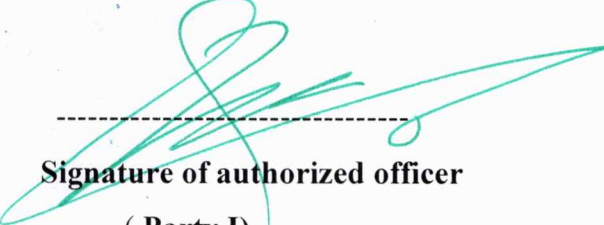
7.1. The parties acknowledge that, unless this MoU specifically provides otherwise, nothing in this MoU is intended to prevent each of them from undertaking further and other activities within the broad areas under discussion either on their own or conjunction with third parties.

7.2. The terms of this MoU are described to facilitate more detailed and specific negotiations between the parties which may lead to the preparation and signing of one or more formal agreements between the parties. With the exceptions of clauses 4,5 and 6, this MoU is not intended to create a binding legal relationship between the parties.


This Agreement is signed in two originals In English, in the city of Duhok, with both of them having the same the legal validity. Each party holds one original signed Agreements.

Executed this day of

Signed for and on behalf of **Part I**, by its duly authorized officer in the presence of a witness.

  
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Signature of authorized officer  
( Party I)

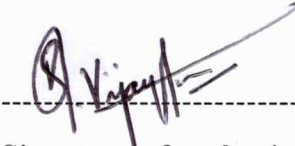
  
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Signature of witness  
( Party I)

  
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Name of authorized officer  
**Dr. ZERAVAN ABDULMUHSEN ASAAD**  
University President  
Cihan University - Duhok  
Kurdistan Region, Iraq

**Dr. YUVARAJ DURAISAMY**  
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Professor  
Computer Science Department  
Cihan University - Duhok  
Kurdistan Region, Iraq  
Name of witness



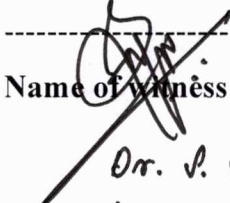
Signed for and on behalf of **Party II** by its duly authored officer in the presences of a witness;

  
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Signature of authorized officer  
( Party II)

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Signature of witness  
( Party II)

  
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Name of authorized officer

**Dr. S. VIJAYANAND, M.Tech, Ph.D**  
EXECUTIVE DIRECTOR  
ACS COLLEGE OF ENGINEERING  
BENGALURU - 560 074

  
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Name of witness  
**Dr. J. JEYABALAN.**  
SPECIAL OFFICER.

Date:

Place:



**Special Officer**  
ACS College of Engineering,  
# 202, Kambipura, Mysore Road,  
Bangalore-560 074.