

**MEMORANDUM OF UNDERSTANDING**  
**dated 24 February 2016**

**BETWEEN**

**Kingston University Higher Education Corporation** of River House, 53-57 High Street, Kingston upon Thames, Surrey KT1 1LQ, United Kingdom (hereinafter referred to as 'KU')

**AND**

**Chabahr International University**, Terrace Behesht St., Free Industrial-Trade Region, Chabahr, Iran (hereinafter referred to as the 'Associate')

Each referred to individually as an "Institution" and together as the "Institutions".

**1 – Introduction**

In order to strengthen mutually beneficial relations, the Institutions join in the following memorandum of understanding on education and cultural co-operation (the 'Memorandum').

The purpose of this Memorandum is to identify topics and objectives of potential collaborative activities.

The Institutions agree that they are free to work with other institutions on the same or similar topics covered by this Memorandum.

**2 – Subjects of the Collaborative activities**

The overall topic of the collaborative activities is that of developing franchised portfolio of courses in fields of mutual interest. Initially, this activity will concentrate on courses in the Faculty of SEC, but this may expand in the future to include other faculties.

**3 – Specific Collaborative Activities**

3.1. Collaboration may include, but is not to be limited to, the following:

- a) Exchange of materials, publications and information;
- b) Staff and Student exchanges, study abroad and internships;
- c) The development and organisation of joint activities, including research projects, meetings, seminars or conferences that address topics of interest to both Institutions;
- d) The preparation and submission of joint publications;
- e) Joint applications for funding of collaborative projects;
- f) Exchange of cultural and social activities organised by the Institutions.

3.2. Details of several areas of potential collaboration are currently being discussed by the Institutions. Where agreement is reached on any potential collaboration, the specific details of agreement on each collaborative activity (including financial implications and intellectual property ownership) shall be subject to a formal written agreement signed by authorised signatories of both Institutions.

3.3. The intellectual property rights (including patent applications and patents) with respect to all research shall normally be governed by the intellectual property policies of the Institution within which the relevant Staff or Students are affiliated, but IPR ownership and associated arrangements will be mutually agreed and confirmed in writing by the Institutions in each case.

3.4. Neither Institution shall bear any financial responsibility for the other as a result of joint activities, except as may be agreed in writing by duly authorised signatories of both Institutions. Funding for joint activities may be covered through grants from third parties, if available.

#### **4 – Dispute Resolution**

Should any misunderstandings arise during the course of this Memorandum, the Institutions will seek to resolve the matter by discussion between them.

#### **5 – Duration and Termination**

5.1. This Memorandum will become effective on the date that it is signed by both Institutions and will be valid for a period of 3 years, but may be renewed by mutual consent. Any changes to this Memorandum must only be made by agreement in writing signed by both Institutions.

5.2. This Memorandum may be terminated by either Institution by 6 month's written notice to the other at any time.

#### **6 – Miscellaneous**

6.1. This Memorandum records the understanding between the Institutions and is not intended by the Institutions to be a legally binding document and will not be enforceable in any court of law. Legally binding written agreements between the Institutions will be prepared and signed as and when required to cover the specific activities anticipated by this Memorandum.

6.2. Notwithstanding other clauses in this Memorandum, the Institutions will use their best endeavours not to carry out any action that is likely to damage the reputation of the other.

6.3 Nothing in this Memorandum shall create or be construed as creating a partnership, joint venture, contract of employment, relationship of employer and employee, or a relationship of principal and agent between the Institutions.

6.4 This Memorandum has been made in English in two identical copies for signature by the Institutions.

Signed as an understanding:

For and on behalf of the  
Chabahr International University

Chabahr International University  
signatory

Date

Name & Job Title

For and on behalf of  
the KU

KU signatory

Date

Name & Job Title