



**MEMORADUM OF UNDERSTANDING
BETWEEN
INTERNATIONAL UNIVERSITY OF CAHBAHAR
AND
UNIVERSITY FOR CONTINUING EDUCATION KREMS
(DANUBE UNIVERSITY KREMS)**

herein after referred to individually as an „institution“ and together as the "institutions".

1. Rationale for the Memorandum of Understanding

In order to strengthen mutually beneficial relations, the institutions join in the following Memorandum of Understanding (the „Memorandum“) on education/academic collaboration and cultural co-operation based on a foundation of trust for the mutual benefit and development and the promotion of international understanding and goodwill.

2. Purpose of the Memorandum

The purpose of this Memorandum is to identify topics and objectives of potential collaborative activities and shall facilitate a continued dialogue between staff and students of the two institutions with specific reference to:

- 2.1.A debate between staff and students in relation to areas of possible mutual academic interest
- 2.2.The identification of potential research opportunities and initiatives for staff and students

- 2.3. The provision of a forum for the dissemination of information and experience among staff and students

The overall topic of the collaborative activities is that of developing a portfolio of short courses in fields of mutual interest and organising an academic conference.

Initially, this activity will concentrate on courses and activities in the Department of Interactive Media and Educational Technologies, but this may expand in the future to include other Departments/Faculties.

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

3. Specific collaborative areas

- 3.1. Collaboration may include but is not limited to:

- a. Exchange of research materials, publication and information
- b. Development and organisation of joint activities, including research projects, meetings, seminars or conferences that address mutual topics of interest

- 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 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 be governed by the intellectual property policies of the institution within which the relevant staff or students are affiliated, but IPS 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. / Nothing shall diminish the full autonomy of either parties (IUC and DUK), nor will any constraints or financial obligation be imposed by either upon the other in carrying out the Memorandum.

4. Future Developments

It is expected that the two partners will work together to develop particular areas of mutual academic interest. Normally, these developments will be represented in supplementary agreements, which will form schedules to this Memorandum.

Examples of such collaborations may include:

- the establishment of a staff or student exchange programme. The arrangements agreed between the two institutions to govern any exchange programme shall be codified in a Schedule to this Memorandum. Neither institution is expected to be liable for significant additional costs as a result of introducing such a programme.
- the development of a collaborative programme which leads to an award of one or both of the partners. Such a programme would be subject to each partner's quality assurance procedures for the approval and review and re-approval of collaborative programmes offered with an international partner. Each collaborative programme approved in this way shall be subject to a separate agreement, which must be approved by the appropriate authorities and signed by the Chief Executive of each institution. Such an agreement shall form a schedule to this Memorandum.

5. General legal information / Miscellaneous

- 5.1.** 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.
- 5.2.** 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.
- 5.3.** 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. Implementation and termination

This Memorandum will be in effect for three years from the date of signing, and is subject to revision or renewal by mutual agreement. Any changes to this Memorandum must only be made by agreement in writing signed by both institutions. It is also understood that either institution may terminate the Memorandum by 6 months written notice to the other at any time.

This Memorandum is effective when the representatives of IUC and the University for Continuing Education Krems have signed and dated the document.

Chabahar,.....(Date)



دانشگاه بین‌المللی چابهار

Dr. Ali Asghar Tabavar

Chancellor

Krems, 29. NOV. 2016.....(Date)

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