



**Memorandum of Understanding
In Research, Educational Training Programs
Between
Ardabil University of Medical Sciences and
Mohammad Ali Jinnah University**

This Memorandum of Understanding ("MoU") is entered as of 29 Dec, 2021 between Ardabil University of Medical Sciences, a University formed and working under the laws of Iran, having its principal office at Daneshgh street, Ardabil, Iran and Mohammad Ali Jinnah University, a University formed and working under the laws of Pakistan, having its principal office at Karachi, Pakistan, together hereinafter referred to as the "Parties", ascertain their intentions with respect to future cooperation and agree as follows.

Both Parties agree to a direct cooperation between the Ardabil University of Medical Sciences and Mohammad Ali Jinnah University in the fields of research, education, training programs and scientific events as stated in the articles here below.

Article 1: Objectives of Cooperation

For the purposes of this MoU, the Parties shall determine the following areas of mutual cooperation:

- 1.1. Exchange of experience and knowledge in the areas of prevention, diagnosis, treatment and rehabilitation of diseases;
- 1.2. Exchange of experience in the development of new medical and managerial technologies;
- 1.3. Provision of information about new technologies in healthcare;
- 1.4. Organization and conducting of training programs for medical and administrative staff;
- 1.5. Organization and carrying out of joint scientific seminars, conferences and other events in the framework of cooperation;
- 1.6. Development of joint research activities;
- 1.7. Any other areas of cooperation, mutually agreed by the Parties that do not contradict the legislations of the Parties.

Article 2: Obligations of the Parties

- 2.1. For implementation and realization of the objectives in the MoU, each Party shall identify a contact person to coordinate the implementation and promotion of joint activities.
- 2.2. Ensuring every specific event described in the MoU should be thoroughly discussed and agreed



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between the Parties by employing additional protocols.

2.3. Either party may initiate proposals for activities in the framework of this MoU.

2.4. The Parties to the extent necessary have agreed to carry out meetings of the Parties' representatives in order to discuss the implementation of this MoU, or amending it, if necessary.

2.5. The Parties agreed to:

- 2.5.1. facilitate the implementation of joint activities (projects and programs) in the manner and means provided by separate protocols entered into pursuant to this MoU;
- 2.5.2. take measures to prevent the disclosure of (full or partial) of any confidential information relating to the subject matter of this MoU.

2.6. All the procedure of accepting trainees at each of the parties shall be realized through relevant University. The training program fees and costs and expenses for the accommodation of the trainees will be paid by individual participants or by the relevant University. The training programs shall be customized based on the trainees' and/or the University needs.

Article 3: Confidentiality

The Parties agreed and accept not to transfer or disclose any confidential information without signing a Confidentiality Agreement. All kind of Confidential Information exchanged between the Parties shall be subject to a separate Confidentiality Agreement.

Article 4: Force Majeure

4.1. Parties are not responsible for partial or complete failure to fulfill obligations under this MoU if such failure was caused by force majeure, namely: fire, flood, earthquake, war, changes in legislation, provided that these circumstances directly affect the fulfillment of the conditions for this MoU. In this case, the term of contractual obligations will be extended for the duration of these circumstances

4.2. The Party that fails to perform its obligations under this MoU due to force majeure shall promptly inform the other Party in writing of the initiation and termination of the above circumstances, but in any event not later than three (3) business days after the beginning or end of their actions.

4.3. If these circumstances continue for more than 1 (one) month, each Party shall have the right to early termination of this MoU.



Article 5: Taxes, Duties and Levies

All taxes, duties and levies that may arise in Iran due to signing of this MoU will be assumed by the Ardabil University of Medical Sciences and all taxes, duties and levies that may arise in Pakistan due to signing of this MoU will be assumed by Mohammad Ali Jinnah University.

Article 6: Term and Termination

6.1. The Term of this MoU is three (3) years commencing the signature date. Provided the Parties meet their obligations under this MoU, the Parties shall have the option to extend the Term of this MoU for an additional one (1) year period subject to an Attachment to be signed thirty (30) days prior to the end of the Term.

6.2. This MoU may be terminated prior to the expiration of the Term set forth above as follows:

- a. At any time by the Parties, without cause, by delivery of a thirty (30) days prior written notice; or
- b. Either Party may terminate this MoU if the other Party is in breach of its obligations hereunder and fails to cure such breach within thirty (30) days notice of such breach.

6.3. Any terms of this MoU which by their nature extend beyond the MoU termination shall remain in effect until fulfilled, and apply on both of the Parties' respective successors and assignees.

Article 7: Dispute Resolution

All possible disputes and misunderstandings arising between the parties in the implementation of this agreement shall be resolved through bilateral friendly negotiations.

Article 8: Final Provisions

8.1. This MoU may be amended by mutual written consent of both Parties. Additions and changes shall become effective at the time they are signed by authorized representatives of the Parties.

8.2. All notices shall be given by one Party to the other in writing, and shall be presumed given upon performance of personal service or upon obtainment of receipt confirmation. All notices shall be given to the addresses set forth above. Any Party here to may change its address for the purpose of receiving notices by a written notice delivered to the other Party.

8.3. The Parties do not grant each other the right to use its (or any of its enterprise's) trademarks, trade names, or other designations in any promotion, advertisement or publication without prior written consent.

8.4. Each of universities shall not, without prior written consent of relevant University, issue any press release or make any public announcement, advertise or otherwise publicize in any manner whatsoever,



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the consummation of this MoU or make a public disclosure of any kind regarding the subject matter hereof.

8.5. In the event that either Party reasonably concludes that, due to a change in applicable law or prevailing interpretations thereof, any of the transactions contemplated by this MoU would be deemed or could potentially be deemed to be in violation of law, then the Parties shall (i) negotiate in good faith to reform the terms of this MoU, or (ii) in the event that the Parties are unable to agree on reformation of the MoU, the MoU will be terminated upon appropriate notice as specified above, and the Parties shall work together to unwind their relationship in a manner which minimizes adverse impact on their respective businesses.

8.6. This MoU constitutes the whole and only agreement between the Parties relating to the subject matter of this MoU and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever relating to such subject matter, whether or not in writing, between The Mohammad Ali Jinnah University and the The Ardabil University of Medical Sciences.

IN WITNESS WHEREOF, the authorized representatives of the Parties here to have executed this MoU on the dates set forth below:

Ardabil University of Medical Sciences

Mohammad Ali Jinnah University

By: Prof. Dr. Shahram Habibzadeh

By: Prof. Dr. Zubair Ahmad Shaikh

Title: President

Title: President

Date: 27.12.2021

Date: _____


