



JOINT COOPERATION AGREEMENT

Between

The Ministry of Health and Medical
Education of the Islamic Republic of Iran

The Ministry of Health and Environment of
the Republic of Iraq,
Dhi Qar Health General Directorate

&

**SHAHEED RAJAIE
CARDIOVASCULAR, MEDICAL and
RESEARCH CENTER**

NASIRIYAH HEART CENTER



Rajaie Cardiovascular Medical, and Research Center (Rajaie), represented by the President Feridoun Noohi, on one side

and

Nasiriyah Heart Center (Nasiriyah), represented by the president Saadi kathim Radhi Almajid, on the other side

have reached the following agreements:

Purposes

This Joint cooperation agreement (JCA) sets out the basis for joint didactic and/or scientific activities within the following health and medical sciences disciplinary fields according to the following general principles:

1. The Parties intend to conduct all activities in the spirit of partnership and the pursuit of scientific excellence.
2. The cooperation provided for in this JCA does not affect relations already established between institutions or individuals of the Islamic Republic of Iran and Iraq. It merely stipulates the Parties' intention to identify new areas for joint activities.

Subject of collaboration

The Institutions, for this purpose, decide to enhance the collaboration by implementing joint and coordinated didactic and research programs, including:

1. Research projects and initiatives of common interest.
2. Teachers, researchers, PhD students, students, administrative and technical staff mobility.
3. Joint use of laboratories, infrastructure, libraries, etc.
4. Joint participation in meetings, conferences, and symposia.
5. Sharing of information, scientific publications, and other didactic and scientific tools of common interest.
6. Dissemination of scientific results obtained from the collaboration.
7. Collaboration through any other means that may be useful to achieve common purposes.
8. Exchanging and training scientists and delegates.
9. Twinning programs.
10. Enhancing participation of these scientists in congresses, symposia, and workshops.
11. Arrangement and agreement to send consultant physicians and accompanying teams upon availability and possibility.
12. If the patients from each side need medical care of the other side, it is possible according to the Parties health tourism policies with enhancing pathway.



For each area of cooperation, the Parties or their designees intend to take the lead in overseeing the practical implementation of activities. The appropriate entities of the two parties shall be responsible for coordinating communications and activities with their counterparts and should be responsible for fulfilling mutually decided responsibilities.

Provision of accommodation for scientists for the duration of their stay depends upon the availability and prior arrangements with the least possible rate.

The parties and appropriate entities intend to consult with each other on a regular basis so as to:

- 1) Reach consensus on proposals for joint research.
- 2) Develop projects under this JCA.
- 3) Evaluate completed projects.

The Parties and appropriate entities may hold meetings to discuss issues arising from the implementation of this JCA if necessary. Such meetings shall be held in the Islamic Republic of Iran or Iraq, or virtually.

The projects under this JCA shall be implemented based on consultations between the Parties and project arrangements signed by relevant participants.

Financial commitments

All are activities undertaken, pursuant to this JCA, shall be conducted in accordance with the laws and regulations of the two countries and shall be subject to the availability of personnel, resources, and appropriated funds.

The Institutions commit to find, where necessary, the financial resources in order to achieve the abovementioned purposes.

Both Parties decide that all financial commitments should be negotiated in advance and will depend on funding availability.

Financial burden related to the activities covered by this JCA shall be charged on the department directly involved in the initiative, unless otherwise decide.

Insurance coverage

Each person involved in the activities set out in this JCA must be covered by insurance for civil liability, usually paid by the home Institution.

Within the limits of the policy general and specific conditions, the insurance provides protection for accidents connected to institutional activities and duties previously authorized, in accordance with internal existing regulations and carried out inside the university premises or third parties' premises. This JCA does not provide coverage for medical and health costs. Each person involved must assume the related financial burdens.



Intellectual property

Technical and scientific results obtained within this JCA and the related rights shall be owned by the Party generating them. Should the Parties reach such results jointly, the royalties shall be co-owned. Each Party shall grant a free non-exclusive license to the other Party for the non-commercial use of the joint results.

A Party intending to publish any results generated in the framework of this JCA shall duly mention the name and participation of the other Party. Publication activities shall be compatible with the protection of intellectual property rights, confidentiality obligations, and the legitimate interests of the owner(s) of the results.

At least 30 days' prior notice of any publication activity shall be given to the other Party concerned, including sufficient information concerning the planned publication activity. The notification shall be given, via email, to the designated scientific person in charge of the JCA.

Within one month of the notification, the other Party may object to the envisaged publication activity if it considers that it can damage its legitimate interests.

In such cases, the publication activity may not take place unless appropriate steps are taken to safeguard these legitimate interests.

Dispute resolution

Any conflict that may arise between the signing Institutions, regarding the interpretation, non-validity, execution, modification, and termination of this JCA shall be settled amicably and by negotiation.

Term, amendments, renewal

This JCA is valid for two years, starting from the date of the last signature by the legal representatives of the contracting Institutions and upon the approval of competent academic bodies. Any amendment to this JCA must be approved in writing by both Institutions.

This JCA can be renewed for an equal period, by mutual written approval.

Any amendment or the termination of this JCA shall not affect the validity and period of time of any ongoing programs or activities made under this JCA.



Contacts

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Drafting and signature

This JCA is five (5) pages and signed in two (2) originals in English, both texts being equally valid. Each Institution will keep at least one copy.

Tehran,
**Rajaie Cardiovascular, Medical,
 and Research Center**

The President
Prof. Feridoun Noohi



Iraq,
Nasiriyah Heart Center

The President
Saadi kathim Radhi Almajid

