

MEMORANDUM OF UNDERSTANDING

Between



BANGABANDHU SHEIKH MUJIBUR RAHMAN AGRICULTURAL
UNIVERSITY

and



D-8 International University

D-8 INTERNATIONAL UNIVERSITY

**MEMORANDUM OF UNDERSTANDING
BETWEEN
BANGABANDHU SHEIKH MUJIBUR RAHMAN AGRICULTURAL UNIVERSITY
AND
D-8 INTERNATIONAL UNIVERSITY**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as “**MoU**”) is made on this 23 January 2024

Between

Bangabandhu Sheikh Mujibur Rahman Agricultural University (hereinafter referred to as **BSMRAU**) is a government-financed 13th public university of Bangladesh. It is located in Salna, Gazipur. It was established in 1998 as a public university with an act (Act no. 16) promulgated by the government of Bangladesh. Earlier BSMRAU was established as Institute of Postgraduate Studies in Agriculture (IPSA) in 1983. Its academic excellence mainly relies on its efficient academia and course-credit based trimester system of education that strictly follows academic calendar which of course has guaranteed timely completion of academic programs.

And

D-8 INTERNATIONAL UNIVERSITY (hereinafter referred to as “**D8IU**”), an intergovernmental University affiliated to the D-8 Organization for Economic Cooperation whose address is at Taleghani Street, Farhang Street, Hamedan, 6516845566, IR of Iran and shall include its lawful representatives and permitted assigns.

BSMRAU and **D8IU** shall hereinafter be referred to singularly as “the Party” and collectively as “the Parties”.

WHEREAS:

- A. **BSMRAU** was established to fostering quality teaching and research that develop highly skilled and educated people necessary to advancing the well-being of the nation in general and farming communities in particular. BSMRAU is contributing to society through the pursuit of agricultural education, research and innovation for sustainable development.
- B. **D8IU** was established to generate, promote and develop cooperation among the member states through interaction among universities and students, and the goal was for the member states to achieve a reasonable international share from these interactions. Recognizing the diverse needs and challenges faced by member states, **D8IU** also seeks to provide the necessary support to ensure educational equity and opportunities for all students. By facilitating an inclusive and equitable learning environment, **D8IU** strives to establish educational justice as a fundamental principle for all member states, enabling them to attain their rightful international share from these interactions.
- C. The Parties are desirous of entering into this Memorandum of Understanding to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein.

HAVE REACHED AN UNDERSTANDING as follows:

ARTICLE 1 OBJECTIVE

The Parties, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and national policies from time to time in force in each Party's country, will endeavour to strengthen, promote and develop international academic and research cooperation between the Parties on the basis of equality and mutual benefit.

ARTICLE 2 AREAS OF CO-OPERATION

- 2.1 Each Party will, subject to the laws, rules, regulations and national policies from time to time in force, governing the subject matter in their respective countries, endeavour to take necessary steps to encourage and promote co-operation in the following areas:
- (a) exchange of students and/or staffs;
 - (b) joint academic programs;
 - (c) joint research and development programs;
 - (d) joint workshops and training programs;
 - (e) exchange of publication; and
 - (f) any other areas of co-operation to be mutually agreed upon by the Parties.
- 2.2 For the purpose of implementing the co-operation in respect of any activities stated in sub-Article 2.1, the Parties will enter into a legally binding agreement subject to the terms and conditions as mutually agreed upon by the Parties including clauses on "confidentiality", "suspension", "protection of intellectual property rights" and "settlement of disputes" as contained in this Memorandum of Understanding.

ARTICLE 3 FINANCIAL ARRANGEMENT

- 3.1 This Memorandum of Understanding will not give rise to any financial obligation by one Party to the other and each Party will bear its own costs and expenses in relation to the academic activities under this Memorandum of Understanding.
- 3.2 Notwithstanding the provision of sub-Article 3.1, the Parties agree to discuss and further negotiate before implementing any specific academic or research program(s) on a specific budget which will be managed by separate independent agreements.

ARTICLE 4
PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 4.1 The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules, regulations, policies and procedures of the Parties and with other international agreements signed by both Parties.
- 4.2 The use of the name, logo and/or official emblem of **BSMRAU** or **D8IU** as the case may be, on any publication, document and/or paper is prohibited without the prior written approval of the other Party.
- 4.3 Notwithstanding the provision of sub-article 4.1 above, the intellectual property rights in respect of any technological development, products and services development, developed –
- i. jointly by the Parties, or any research results obtained through the joint activity effort of the Parties, shall be jointly owned by the Parties in accordance with the terms to be mutually agreed upon;
 - ii. solely and separately by **BSMRAU** or **D8IU**, or any research results obtained through the sole and separate effort of **BSMRAU** or **D8IU**, as the case may be, shall be solely owned by the Party concerned; and
 - iii. by students in the course of exchanges, collaborative or research activities shall be dealt in accordance with the rules and regulations of the Parties.
- 4.4 The Parties shall acknowledge one another in any form of writing, publication or presentation based on, or derived from, the collaborative research between the Parties.

ARTICLE 5
CONFIDENTIALITY

- 5.1 Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received from or supplied to the other Party during the implementation of this Memorandum of Understanding or any agreements made pursuant to this Memorandum of Understanding.
- 5.2 For purposes of paragraph 1 above, such documents, information and data include any document, information and data which is disclosed by a Party (the Disclosing Party) to the other Party (the Receiving Party) prior to , or after, the execution of this Memorandum of Understanding, involving technical, business, marketing, policy, know-how planning, project management and other documents, information, data and/or solutions in any form, including but not limited to any document, information or data which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving Party or if orally given, is given in the circumstances of confidence.
- 5.3 Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this Memorandum of Understanding.

ARTICLE 6
EFFECT OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding serves only as a record of the Parties' intentions and does not constitute or create, and is not intended to constitute or create obligations under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

ARTICLE 7
NO AGENCY

Nothing contained herein is to be construed so as to constitute a joint venture partnership or formal business organization of any kind between the Parties or so to constitute either Party as agent of the other.

ARTICLE 8
DURATION AND TERMINATION

- 8.1 This Memorandum of Understanding will come into effect on the date of signing and will remain in effect for a period of five (5) years.
- 8.2 This Memorandum of Understanding may be extended for a period as may be agreed in writing by the Parties.
- 8.3 Keeping in mind the provision 5.3, either Party may terminate this Memorandum of Understanding by notifying the other Party of its intention to terminate this Memorandum of Understanding by a notice in writing, at least three (3) months prior to its termination date. Termination shall be without penalty.
- 8.4 Such notice of termination does not affect any ongoing agreements, programmes, activities and/or individual students who have already commenced or been accepted by either Party.

ARTICLE 9
SUSPENSION

Observing the provision 5.3, each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this Memorandum of Understanding which suspension shall take effect immediately after written notification has been given to the other Party.

ARTICLE 10
SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provision of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between the Parties without reference to any third party.

ARTICLE 11
REVISION, MODIFICATION AND AMENDMENT

- 11.1 Either Party may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding.
- 11.2 Any revision, modification or amendment agreed to by the Parties shall be in writing and shall form part of this Memorandum of Understanding.
- 11.3 Such revision, modification or amendment shall come into force on such date as may be determined by the Parties by mutual agreement.
- 11.4 Any revision, modification or amendment shall not prejudice the rights and obligations arising from or based on this Memorandum of Understanding before or up to the date of such revision, modification or amendment.

ARTICLE 12
GENERAL

- 12.1. Any provisions of this Memorandum of Understanding which are held to be illegal or otherwise in conflict with any laws, statutes or regulations shall be deemed to be severed from the remainder of the Memorandum of Understanding and the validity of the remaining provisions shall not be affected.
- 12.2. Neither Party will make false or misleading representations or statements in relation to this Memorandum of Understanding.
- 12.3. Neither Party to this Memorandum of Understanding shall assign or purport to assign any right under this Memorandum of Understanding without prior written approval of the other Party.
- 12.4. The Parties hereby confirm their express agreement that this Memorandum of Understanding and all documents directly or indirectly related thereto be drawn up in English.
- 12.5. Each of the Parties hereto confirms its intention to promote the best interests of the Parties hereto and to consult fully on all matters materially affecting the areas of co-operation. Each of the Parties hereto shall act in good faith towards the other Party in order to promote the success of the contemplated co-operation.

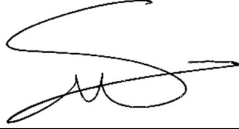
The foregoing record represents the understandings reached between BANGABANDHU SHEIKH MUJIBUR RAHMAN AGRICULTURAL UNIVERSITY and D-8 INTERNATIONAL UNIVERSITY upon the matters referred to herein.

IN WITNESS WHEREOF, the undersigned being duly authorized thereto, have signed this Memorandum of Understanding on the day and year first above written in two (2) original texts.

For and on behalf of:

D8IU

Date: 1/23/2024

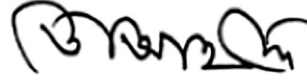


Dr. Mazaher Ahmadi
D-8 Advisor
D-8 International University

For and on behalf of:

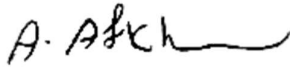
BSMRAU

Date: 1/23/2024



Prof. Tofayel Ahamed
Treasurer
Bangabandhu Sheikh Mujibur Rahman
Agricultural University, Bangladesh

Date: 1/23/2024



Prof. Dr. Abbas Afkhami
Chancellor
D-8 International University

Date: 1/23/2024



Prof. Dr. Md. Giashuddin Miah
Vice-Chancellor,
Bangabandhu Sheikh Mujibur Rahman
Agricultural University, Bangladesh