



Agreement

on establishing the

Network of Kurdish Internationalisation Practitioners (NKIP9+)

The present Agreement, hereinafter referred to as “the Agreement”, is made and entered into by and between,

1. **Kurdistan Institution of Strategic Studies and Scientific Research** – established in Building No. 10, Alley 60, Gullabax 335, Shores St. (Opposite Shores Hospital), Sulaymaniyah, Kurdistan Region/Iraq, for the purposes of signature of this Agreement represented by the **President Prof. Dr. Polla Khanaqa**,
 2. **University of Sulaimani** – established in Tasluja St. 1, Sulaymaniyah, 1 Zone 501, Kurdistan Region/Iraq, for the purposes of signature of this Agreement represented by the **President Assist. Prof. Dr. Ridha Hasan Hussein**,
 3. **Sulaimani Polytechnic University** – established in Wrme St., Mardin 327, Alley 76, Sulaymaniyah, Kurdistan Region/Iraq, for the purpose of signature of this Agreement represented by the **President Assist. Prof. Dr. Alan Faraydoon Ali**,
 4. **University of Raparin** – established in Sulaimanyah-Rania-Main Road, 46012 Rania, Kurdistan Region/Iraq, for the purpose of signature of this Agreement represented by the **President Assist. Prof. Dr. Mofaq Khalid Ibrahim**,
 5. **University of Halabja** – established in the University of Halabja New Campus, Ababaile, Halabja City, Kurdistan Region/Iraq, for the purpose of signature of this Agreement represented by the **President Assist. Prof. Dr. Mahabad Kamil Abdullah**,
 6. **Charmo University** – established in Main Street, University Campus, Chamchamal, 46023 Sulaimani, Iraq/KRG, for the purpose of signature of this Agreement represented by the **President Prof. Dr. Salah Raza Saeed**,
 7. **Duhok Polytechnic University** – established in 61 Zakho Road, 1006 Mazi QR, Duhok, Kurdistan Region/Iraq, for the purpose of signature of this Agreement represented by the **President Prof. Dr. Adnan Mohsin Abdulazeez**,
 8. **Erbil Polytechnic University** – established in Kirkuk Road, Hadi Chawshli Street (beside the Ministry of Higher Education and Scientific Research), Erbil, Kurdistan Region/Iraq, for the purpose of signature of this Agreement represented by the **President Asst. Prof. Dr. Kawa Sherwani**,
 9. **Salahaddin University - Erbil** – established in Kirkuk Road, Erbil, Kurdistan Region/Iraq, for the purpose of signature of this Agreement represented by the acting **President Professor Dr. Jawhar Fattah Saeed**,
- and
10. **KRG Ministry of Higher Education and Scientific Research** – established in Kirkuk Road, Erbil, Kurdistan Region/Iraq, for the purpose of signature of this Agreement represented by **the General Director of Administration and Finance at the Ministry of Higher Education and Scientific Research Dr. Khattab Ahmed Mustafa**.

The above mentioned Parties, hereinafter also referred to as “Member Institutions”, represented for the purposes of signature of this Agreement by their legal representatives, hereby have agreed as follows:

**ARTICLE 1:
SUBJECT OF THE AGREEMENT**

- 1.1 In the spirit of friendship and with mutual interest in cooperation and the internationalisation of Higher Education, the Parties enter into this Agreement to establish a Network of Kurdish Internationalisation Practitioners (NKIP9+), hereinafter referred to as “the Network”, to sustain the outcomes of the Erasmus+ CBHE TIGRIS Project and to promote joint collaboration on the internationalisation of Higher Education in Kurdistan Region of Iraq.
- 1.2 The Network serves as a platform for deliberation, consultation, pooling of resources for training, sharing of best practices and the development of new initiatives thereby contributing to the mobilisation, professionalisation and development of actors and institutions involved in the internationalisation of Higher Education in the Kurdistan Region of Iraq.
- 1.3 In this, the Network will host meetings, workshops, conferences and conduct other activities to facilitate and promote the internationalisation of Higher Education in the Kurdistan Region of Iraq. Such activities also include joint promotion activities abroad aiming at raising the international visibility of Kurdish Higher Education and its institutions.

**ARTICLE 2:
ANCHORING THE NETWORK AT THE INSTITUTIONAL LEVEL**

- 2.1 At institutional level, the Network will be anchored at the International Relations Office of the individual Member Institution. In this, the Parties agree to support the Network and its activities with staff of their institution.
- 2.2 The Head of the International Relations Office *ex officio* becomes the point of contact for the Network at each Member Institution and coordinates the activities of the Network at the institution. In this, the Head of the International Relations Office works closely with and reports directly to the University President, who generally acts in a supervising, steering and decision-making role.
- 2.3 The Head of the International Relations Office becomes a member of the institution’s University Council.

**ARTICLE 3:
ROLE AND RESPONSIBILITIES OF THE MINISTRY OF HIGHER EDUCATION AND SCIENTIFIC RESEARCH
IN THE NETWORK**

- 3.1 The Ministry of Higher Education and Scientific Research of the Kurdistan Regional Government, hereinafter referred to as “the Ministry”, as the public authority and main regulatory body governing the Higher Education section in the Kurdistan Region of Iraq, participates in the Network both in the role of Member Institution and Patron. In this, the Network generally works under the patronage and with the support of the Ministry.
- 3.2 The Network represents a significant part of the Ministry’s sustainability strategy for sustaining the outcomes of the Erasmus+ CBHE TIGRIS Project. Hence, the Ministry agrees to support the Network, its Member Institutions and activities.
- 3.3 Through the Network, the Ministry will continue to work with Higher Education Institutions of the Kurdistan Region of Iraq to further develop and promote the internationalisation of Higher Education in the Kurdistan Region of Iraq.
- 3.4 The Ministry’s participation in the Network will enable the translation of legal, regulatory, or other initiatives developed by the Network and its Member Institutions to further promote internationalisation of Higher Education in the Kurdistan Region of Iraq into practical legislation. In this, the Ministry will consult with the Member Institutions of the Network on regulatory and policy-related questions on the internationalisation of Higher Education in the

Kurdistan Region of Iraq and will give serious consideration to the recommendations and suggestions provided by the Network and its Member Institutions.

- 3.5 The Ministry agrees to support the Network financially both by authorising the use of institutional funds of the participating institutions to fund activities of the Network as well as by allocating additional funds for selected activities of the Network. However, the allocation of additional funds and the decision thereon is the prerogative of the Ministry. Allocation of funds will occur solely on the Ministry's discretion, both in terms of amount of funding and number of activities funded.

**ARTICLE 4:
JOINT GOVERNANCE BODIES OF THE NETWORK**

- 4.1 For the governance of the Network, the Parties will create a Coordination Board to run the network. This board will direct the management committee to manage the activities in the network.

**ARTICLE 5:
COORDINATION BOARD**

- 5.1 The Coordination Board is the main decision-making and supervising body of the Network.
- 5.2 The Coordination Board is comprised of the Presidents of the Member Institutions, who assume this function *ex officio*.
- 5.3 The Ministry will appoint its Coordination Board member as it sees appropriate.
- 5.4 The Coordination Board of the Network serves as direct link to the Council of the Ministry of Higher Education and Scientific Research as main decision-making body in Kurdish Higher Education, in which the Presidents are members.
- 5.5 If necessary or desired, the function of sitting member of the Coordination Board, including voting rights, can be bestowed, temporarily or permanently, to another representative of the Member Institution. This requires prior written notification by the respective Party stating both the name of the representative as well as the duration for the person to act as representative.
- 5.6 All decisions by the Coordination Board require the majority vote (50+%).
- 5.7 A directory of the members of the Coordination Board is attached in ANNEX I to this Agreement.

**ARTICLE 6:
MANAGEMENT COMMITTEE**

- 6.1 The Management Committee is comprised of the Heads of the International Relations Office of individual Member Institutions, who assume this position *ex officio*.
- 6.2 The Ministry will appoint its Management Committee member as it sees appropriate.
- 6.3 The Management Committee is tasked with the coordination and management of the Network as well as the implementation of its activities.
- 6.4 A directory of the members of the Management Committee is attached in ANNEX II to this Agreement.

**ARTICLE 7:
GENERAL ADMINISTRATIVE PROVISIONS**

- 7.1 Any important communication between the Member Institutions related to the Network shall be done in writing and addressed to the member(s) of the Management Committee. For this,

an up-to-date directory of the members of the Management Committee will be kept and any personnel changes to its composition will be communicated in a timely manner.

- 7.2 To facilitate communication related to the Network, each Member Institution will establish a dedicated functional email address according to the following parameters: < NKIP9+@institutional-domain >. All written communication should be conducted via this email address.

**ARTICLE 8:
ANNUAL CONFERENCE**

- 8.1 As part of its activities, the Network and its Member Institutions as main event will organise an Annual Conference dedicated to the internationalisation of Higher Education.
- 8.2 The Annual Conference will also be used for Network governance by holding a joint meeting of the Coordination Board and Management Committee.

**ARTICLE 9:
ANNUAL THEME, ANNUAL WORK PROGRAMME & ANNUAL FINANCIAL PLAN**

- 9.1 The Member Institutions, by joint decision, will decide on an “Annual Theme” and develop an “Annual Working Programme” defining the nature and number of activities to be implemented during the course of a year under the auspices of the Network.
- 9.2 The Annual Working Programme will be supplemented by an “Annual Financial Plan” detailing the financial details and provisions for funding the activities.
- 9.3 The Management Committee will be responsible for developing the Annual Working Programme incl. Annual Theme and the Annual Financial Plan.
- 9.4 Both Annual Working Programme and Annual Financial Plan require approval by the Coordination Board.

**ARTICLE 10:
USE OF WORKING GROUPS**

- 10.1 The Member Institutions may set-up permanent or temporary working groups dedicated to a specific task or topic, thereby also deciding on the composition of the working group.
- 10.2 For the development of the Annual Working Programme and Annual Financial Plan, Member Institutions will set up a permanent working group.
- 10.3 Member Institutions will also set up a permanent working group dedicated to the administration and continuous development of the Management Information System and Database for Internationalisation of Higher Education in Kurdistan Region of Iraq developed within the framework of the Erasmus+ CBHE TIGRIS Project.

**ARTICLE 11:
FINANCING THE NETWORK**

- 11.1 The Parties agree to jointly finance the Network and share the costs incurred by the Network and its activities.
- 11.2 Details of the financial arrangements will be decided by the Coordination Board on annual basis within the Annual Financial Plan.

**ARTICLE 12:
WEBSITE OF THE NETWORK**

- 12.1 For the Network, a dedicated website will be developed and sustained, hereinafter referred to as “the Website”.

- 12.2 The Website will serve as the Networks official public information, communication, and dissemination tool. The Website will be available in English, Kurdish and Arabic languages.
- 12.3 The Website will increase the international visibility and awareness of Higher Education and its institutions both in the Kurdistan Region (Iraq) and abroad while offering an immediate reference point and point of contact for any interested party, international or domestic, interested in cooperation with Higher Education Institutions in the Kurdistan Region of Iraq.
- 12.4 The Website will be established under the following domain: < www.NKIP9+.edu.krd >. For this, the domain is to be acquired by the Network or one of its Members for use by the Network.
- 12.5 Further details on developing the Website, its features, administration and continuous support incl. costs will be decided on by the Coordination Board.
- 12.6 As part of the Network's overall dissemination strategy and as Member Institutions see fit, additional social media as well as other media and communication channels will be developed to increase the Networks online presence and outreach.

ARTICLE 13:

JOURNAL FOR INTERNATIONALISATION OF HIGHER EDUCATION

- 13.1 As part of its activities, the Network will develop and publish a "Journal on internationalisation of Higher Education", hereinafter referred to as "the Journal".
- 13.2 The Journal is envisioned as the central hub for the academic and professional debate on the internationalisation of Higher Education in general and in the Kurdistan Region of Iraq in particular. In this, the Journal will become the go-to source and main deliberation forum on internationalisation of Higher Education in the Kurdistan Region of Iraq.
- 13.3 The Journal will be published as an open access online journal.
- 13.4 The Journal will be a multi-lingual journal allowing articles to be published in English, Kurdish and Arabic languages.
- 13.5 An Editorial Board responsible for developing and publishing the Journal will be established by the Parties. The Coordination Board will decide on the composition of the Editorial Board as well as any further provisions.
- 13.6 Costs for developing and publishing the Journal will be shared between the Parties.

ARTICLE 14:

ADVISORY BOARD FOR INTERNATIONALISATION OF HIGHER EDUCATION

- 14.1 The Network will establish an "Advisory Board for Internationalisation of Higher Education" composed of international experts, hereinafter referred to as "Advisory Board". This board should include, based on "academic yearly contract", international advisers, volunteer, emeritus professors, retired deans, retired university presidents based on "job description". Also, every partner university could suggest one adviser from its university.
- 14.2 The Advisory Board will advise the Network in strategic and operational questions concerning internationalisation of Higher Education thereby ensuring the long-term availability of external advice beyond the Erasmus+ CBHE TIGRIS project.
- 14.3 The Advisory Board will convene at least once a year in a joint session.
- 14.4 Costs incurred by establishing and sustaining the Advisory Board will be shared between the Parties.

**ARTICLE 15:
DURATION OF THE AGREEMENT**

- 15.1 The Agreement enters into effect on the date of the last Party signing the Agreement, which is 23/07/2020.
- 15.2 The Agreement stays in effect until its joint termination by the Parties.

**ARTICLE 16:
TERMINATION OF THE NETWORK AND AGREEMENT**

- 16.1 The Parties can jointly choose to dissolve the Network thereby terminating this Agreement.
- 16.2 A motion to dissolve the Network has to be issued to the Coordination Board formally in written form and signed by one or more Parties supporting the motion.
- 16.3 The receipt of such a motion prompts the Coordination Board to convene not later than two (2) months after the receipt of the motion.
- 16.4 The motion to dissolve the Network is decided on by the Coordination Board. A decision to terminate the Network requires unanimous vote by the Coordination Board.

**ARTICLE 17:
TERMINATION OF MEMBERSHIP IN THE NETWORK**

- 17.1 Member Institutions can terminate their membership in the Network. For this, a formal request for cancellation of membership is to be issued to the Coordination Board in written form. The request must be duly signed by the institution's Coordination Board member.
- 17.2 The termination of membership will take effect after hundred eighty (180) days counting from the day of the submission of the request.

**ARTICLE 18:
OPENNESS OF THE NETWORK AND ADMISSION OF NEW MEMBERS**

- 18.1 Striving for the internationalisation of Higher Education in the whole Kurdistan Region of Iraq and therefore a systemic impact, the Network is open to new members being both private and public Higher Education Institutions from the Kurdistan Region of Iraq.
- 18.2 If membership is desired, a formal request for membership is to be issued by the applicant in written form, duly signed by the applicant's legal representative stating the intent of joining the Network.
- 18.3 The Coordination Board can also decide to invite other institutions to become a member of the Network.
- 18.4 The admission of new members has to be decided on by the Coordination Board by vote. The addition of new members will be documented in written form as an amendment to this Agreement.

**ARTICLE 19:
APPLICABLE LAW AND JURISDICTION**

- 19.1 This Agreement is governed by the laws of the Republic of Iraq and the Kurdistan Region of Iraq.
- 19.2 In case of any disputes on matters under this Agreement, which cannot be resolved by an amicable settlement, the matter shall have to be decided in accordance with the jurisdiction of the Republic of Iraq and the Kurdistan Region of Iraq.

- 19.3 The Parties intend to comply with all applicable laws, rules and regulations as they may be amended from time to time. If any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the Parties agree to negotiate in good faith revisions to any such provisions.
- 19.4 If any provision of this Agreement or the application of any such provision shall be considered invalid, void or unenforceable in whole or in part for legal requirements, all other stipulations remain valid and binding to the Parties.
- 19.5 If any provision in this Agreement should be wholly or partly ineffective, the Parties to this Agreement undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.
- 19.6 Each Party is separate and independent and nothing in this Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties. Each Party understands and agrees that this Agreement establishes an independent contractor relationship and that the agents or employees of each respective Party are not employees or agents of any other Party.
- 19.7 This Agreement is concluded in English. In the event of translation of this Agreement and its annexes, the English version shall prevail.

**ARTICLE 20:
CONFLICT OF INTEREST**

- 20.1 The Parties will undertake all necessary precautions to prevent any risk of conflicts of interest, which could affect their impartial and objective performance of the Agreement. Such conflict of interest could arise in particular as a result of economic interest, political or national affinity, family or emotional reasons, or any other shared interest.
- 20.2 Any situation constituting or likely to lead to any such conflict should be brought to the attention of the Coordination Board without delay, and the Parties in cause shall undertake to take all necessary measures to rectify this situation at once.

**ARTICLE 21:
CONFLICT RESOLUTION**

- 21.1 In case of conflict between the Parties resulting from the interpretation or the application of this Agreement, or in connection with the activities contained within, the Parties involved shall make the effort to come to an amicable arrangement rapidly and in the spirit of good cooperation.
- 21.2 Disputes should be addressed in writing to the Coordination Board that will try to mediate in order to resolve the conflict.

**ARTICLE 22:
NON-DISCRIMINATION**

- 22.1 The Parties agree not to discriminate on the basis of religion, race, creed, national or ethnic origin, sex, age, handicap, political affiliation, sexual orientation, disability or status as a veteran.

**ARTICLE 23:
USE OF NAME**

- 23.1 None of the Parties shall use the name, logo, likeness, trademarks, image or other intellectual property of either of the other Parties for any advertising, marketing, endorsement or any other purposes without the specific prior written consent of an authorised representative of the other Parties as to each such use.

- 23.2 However, this does not apply to the name, logo, likeness, trademarks, image or other intellectual property of the Network OR any of the previous, which is produced or provided by a Party (Parties) for the Network and its Member Institutions, be it voluntarily or based on a contract. Here, the use by Parties is explicitly allowed if not decided otherwise by decision of the Coordination Board.

ARTICLE 24:

WAIVER

- 24.1 The waiver of any breach of any term of this Agreement does not waive any subsequent breach of that or another term of this Agreement.

ARTICLE 25:

ASSIGNMENT

- 25.1 No Party may assign this Agreement or any rights or obligations under this Agreement to any person or entity without the prior written consent of the other Parties. Any assignment in violation of this provision is null and void.

ARTICLE 26:

ENTIRE AGREEMENT

- 26.1 This Agreement constitutes the entire agreement and understanding between the Parties as to the subject matter hereof and supersedes all prior discussions, agreements and undertakings of every kind and nature between them, whether written or oral, with respect to such subject matter.

ARTICLE 27:

AMENDMENTS

- 27.1 This Agreement may subsequently be modified only by a written document executed by the Parties. Any amendments to this Agreement must be made in writing by means of a Supplementary Agreement, and become effective when signed by the authorised legal representatives of the Parties. No oral agreement may bind the Parties to this effect.

ARTICLE 28:

ANNEXES

- 28.1 The following annexes are attached to this agreement and shall be considered an integral part thereof. By signing the agreement, each Party confirms that it has taken notice of the content of the annexes:

ANNEX I Directory of the members of the Coordination Board

ANNEX II Directory of the members of the Management Committee

We, the undersigned, declare to have read and accepted the terms and conditions of this Agreement as described here before, including the annexes thereto.

1.

For the **Kurdistan Institution of Strategic Studies and Scientific Research (KISSR)**

The legal representative

Professor Dr. Polla Khanaqa

President

Kurdistan Institution
for Strategic Studies
and Scientific Research
Sulaimani - Iraq
Dr. Polla Khanaqa

Signature and stamp

Done in **Sulaymaniyah**

Date **23/07/2020**

2.

For **University of Sulaimani**

The legal representative

Assist. Prof. Dr Ridha Hasan Hussein

President



Signature and stamp

Done in **Sulaymaniyah**

Date **23/07/2020**



3.

For Sulaimani Polytechnic University

The legal representative

Assist. Prof. Dr. Alan Faraydoon Ali
President

Signature and stamp



Done in Sulaymaniyah

Date

Dr. Alan Faraydoon Ali
Associate professor
President of Sulaimani Polytechnic University

4.

For the **University of Raparin**

The legal representative

Assist. Prof. Dr. Mofaq Khalid Ibrahim
President

Signature and stamp

Done in **Ranya**

Date **23/07/2020**



5.

For the **University of Halabja**

The legal representative

Assist. Prof. Dr. Mahabad Kamil Abdullah
President



Signature and stamp

Done in **Halabja**

Date **23/07/2020**



Agreement on the Network of Kurdish Internationalisation Practitioners (NKIP9+)

6.

For **Charmo University**

The legal representative

Prof. Dr. Salah Raza Saeed
President

Signature and stamp

Done in **Chamchamal**

Date **23/07/2020**



7.

For **Duhok Polytechnic University**

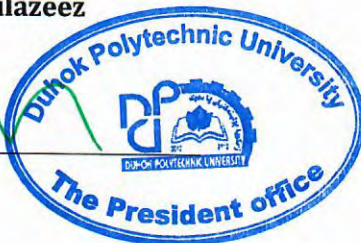
The legal representative

Prof. Dr. Adnan Mohsin Abdulazeez

President



Signature and stamp



Done in **Duhok**

Date **23/07/2020**

8.

For **Erbil Polytechnic University**

The legal representative

Asst. Prof. Kawa Sherwani

President

Signature and stamp

Done in **Erbil**

Date **23/07/2020**



9.

For **Salahaddin University – Erbil**

The legal representative

Professor Dr. Jawhar Fattah Saeed
President



Signature and stamp

Done in **Erbil**

Date **23/07/2020**



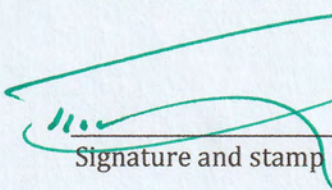
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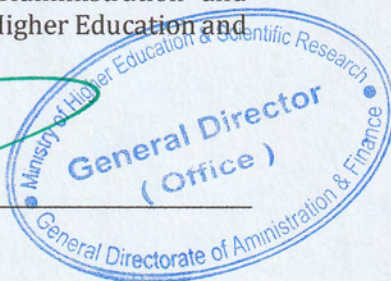
For the **Ministry of Higher Education and Scientific Research**

The legal representative

Dr. Khattab Ahmed Mustafa

the General Director of Administration and Finance at the Ministry of Higher Education and Scientific Research.


Signature and stamp



Done in **Erbil**

Date **23/07/2020**

ANNEX I

Directory of the members of the Coordination Board

No.	Institution	Full name	Position
1	Kurdistan Institution of Strategic Studies and Scientific Research	Prof. Dr. Polla Khanaqa	President
2	University of Sulaimani	Prof. Dr. Ridha Hasan Hussein	President
3	Sulaimani Polytechnic University	Assist. Prof. Dr. Alan Faraydoon Ali	President
4	University of Raparin	Assist. Prof. Dr. Mofaq Khalid Ibrahim	President
5	University of Halabja	Assist. Prof. Dr. Mahabad Kamil Abdullah	President
6	Charmo University	Prof. Dr. Salah Raza Saeed	President
7	Duhok Polytechnic University	Prof. Dr. Adnan Mohsin Abdulazeez	President
8	Erbil Polytechnic University	Assist. Prof. Dr. Kawa Sherwani	President
9	Salahaddin University - Erbil	Prof. Dr. Jawhar Fattah Saeed	President
10	KRG Ministry of Higher Education and Scientific Research	Dr. Khattab Ahmed Mustafa	General Director of Administration and Finance at the Ministry of Higher Education and Scientific Research

ANNEX II

Directory of the members of the Management Committee

No.	Institution	Full name	Position
1	Kurdistan Institution of Strategic Studies and Scientific Research	Bryar Ahmad Hassan	Director, Local and International Relations Office
2	University of Sulaimani	Assist. Prof. Dr. Karzan G. Khidhir	Director, International Academic Relations & Media
3	Sulaimani Polytechnic University	Dr. Bakhtiar Sharif	Director
4	University of Raparin	Araz Mohammed Ismail	Director, International Relations Office
5	University of Halabja	Arian Ali Hamid	Director, International Relations Office
6	Charmo University	Dr. Pshtiwan Faraj Mohammed	Director, International Relations Office
7	Duhok Polytechnic University	Assist. Prof. Dr. Nawzat Sadiq	Director
8	Erbil Polytechnic University	Assist. Prof. Dr. Ranj Abdullah	Director, International Relations Office
9	Salahaddin University - Erbil	Dr. Mohammed Azeez Saeed	Director
10	KRG Ministry of Higher Education and Scientific Research	Vian Zamdar	Erasmus+ Coordinator