

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

PEKAWA HUMANITARIAN AND ENVIRONMENTAL DEVELOPMENT ORGANIZATION

AND

CIHAN UNIVERSITY-ERBIL

This Memorandum of Understanding (“MOU”) is entered into by the **Pekawa humanitarian and environmental development organization abbreviation** (hereinafter “**Pekawa**”), and **Cihan University-Erbil** (hereinafter “**CUE**”), at Erbil, Iraq. Pekawa and CUE are hereinafter jointly referred to as the “Parties” and each separately as a “Party”.

WHEREAS, Pekawa humanitarian and environmental development organization abbreviation non- political, and an independent community based Organization. The organisation is committed to promoting community participation and sustainable development to improve the socio-economic, health and environmental status of the most disadvantaged in society especially women, children and youth.;

WHEREAS, Cihan University-Erbil is an education organization.

WHEREAS, the Parties share similar missions and wish to cooperate in areas of mutual concern to enhance the effectiveness of their development efforts;

NOW, THEREFORE, the Parties agree to cooperate as follows:

ARTICLE I
PURPOSE

4.1 The aim of this Memorandum of Understanding (MOU) is to establish a framework for strengthening operational partnership between the CUE and Pekawa in MEDICAL WASTE PROJECT. Under the auspices of this framework, the Parties shall develop specific activities, projects or programs to be implemented in a spirit of co-operation and common commitment to further the protection and assistance of recognized refugees and other persons of concern to Pekawa and to seek solutions for their problems. Respecting the separate mandates and activities of each organization, the MOU accordingly outlines areas for collaboration. Where CUE will act along with Pekawa’s implementing partner, the Parties will conclude an appropriate implementing the project.



ARTICLE II
AREAS OF COÖPERATION

The Parties agree to cooperate in the following areas of activity:

- i) Provide Making sure the country's urban centres can safely and effectively handle the treatment of medical waste during the pandemic is a key part of efforts to control the spread of the virus and its impact on the nation and its people
- ii) Help Hospitals on how to manage medical waste during the Covid-19 pandemic, and Developing monitoring capacity.

ARTICLE III
CONSULTATION AND EXCHANGE OF INFORMATION

3.1 The Parties will, on a regular basis, keep each other informed of and consult on matters of common interest, which in their opinion are likely to lead to mutual collaboration.

3.2 Consultation and exchange of information and documents under this Article shall be without prejudice to arrangements, which may be required to safeguard the confidential and restricted character of certain information and documents. Such arrangements will survive the termination of this MOU and of any agreements signed by the parties within the scope of this collaboration.

3.3 The Parties shall, at such intervals as deemed appropriate, convene meetings to review the progress of activities being carried out under the present MOU and to plan future activities.

3.4 The Parties may invite each other to send observers to meetings or conferences convened by them or under their auspices in which, in the opinion of either Party, the other may have an interest. Nothing in this sub-paragraph 3.4 shall be deemed to prejudice the established rules and procedures applying to such meetings and conferences. Invitations, if any, shall be subject to such rules and procedures.

ARTICLE IV
IMPLEMENTATION OF THE MOU

4.1 It is understood that all activities under this this MOU shall be subject to the regulations, rules, policies and procedures. Any cooperation between the Parties under this MOU shall be on a non-exclusive basis.



Supplementary Agreements:

4.2 The Parties may conclude other supplementary agreements for the implementation of this MOU, as appropriate.

Other Matters:

4.3 Neither Party shall be an agent or representative of the other Party. Neither Party shall enter into any contract or commitment on behalf of the other Party and shall be solely responsible for making all payments to and on behalf of its own account, as provided under this MOU or any other agreement between the Parties.

4.4 Each Party shall be responsible for its acts and omissions in connection with this MOU and its implementation.

4.5 The Parties agree to recognize and acknowledge their cooperation, as appropriate. To this end, the Parties shall consult with each other concerning the manner and form of such recognition and acknowledgement.

**ARTICLE V
USE OF NAME, EMBLEM, LOGO**

5.1 CUE, and Pekawa's name, and logo can be use in their websites

**ARTICLE VI
TERM, TERMINATION, AMENDMENT**

6.1 This MOU shall remain in force unless terminated by either Party. Either Party may terminate this MOU by giving three (2) months' written notice to the other Party.

6.2 In the event of termination of this MOU, any supplementary agreements may also be terminated in accordance with the termination provisions contained in such agreements.

6.3 This MOU may be amended only by mutual written agreement of the Parties.

**ARTICLE VII
NOTICES**

Any notice or request required or permitted to be given or made under this MOU shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall have been delivered by hand, certified mail, courier, telex, or cable to the Party to which it is required to be given or made.

ARTICLE VIII



REPRESENTATIONS

Cihan University-Erbil represents that it is an organization in good standing duly organized under the Iraqi Law.

Pekawa represents that it is an organization in good standing duly organized under the Iraqi Law.

ARTICLE IX PRIVILEGES AND IMMUNITIES

Nothing in or relating to this MOU shall be deemed a waiver, express, or implied.

ARTICLE X ENTRY INTO FORCE

This MOU shall enter into force on the date it is signed by both Parties.

ARTICLE XI FINAL PROVISIONS

IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below.

For PEKAWA HUMANITARIAN AND
ENVIRONMENTAL DEVELOPMENT
ORGANIZATION

Name: Abdulmanan Aseni

Signature: _____

Date: 14.02.2021

For Cihan University-Erbil

Name: Amjad S. Al-Delawi

Signature: _____

Date: 14.2.2021

