



Memorandum of Understanding between

ENTRAC Petroleum Limited (EPL)

United Kingdom

and

Tishk International University (TIU)

Erbil, Iraq

The Director of Entrac Petroleum Limited and the Rector of the Tishk International University, hereafter referred to as the Parties, envisage cooperative relation between their respective Institutions to provide training and scientific courses, as a necessary and important tool for mutual benefits in providing the best and most advanced training to the field engineers in petroleum, mining and other engineering industries as well as the staff and students of TIU and other educational institutions for the advancement of knowledge and its dissemination.

Article 1 – General Provisions

According to this belief, and in the areas deemed of mutual interest for possible cooperation to produce the best outcome, the Parties intend to promote training and practical knowledge providing cooperation, in the principle of full reciprocity.

Article 2 – Forms and Terms of Cooperation

The present agreement envisages the setting up and the delivery of joint training programs of oil drilling simulation and other topics. Each training topic will be regulated in separate and more specific agreement, like this one. In particular, the Parties agree that:

- Entrac Petroleum Limited prepare the necessary equipment, manuals and other technical requirements which are needed for running the training sessions together with the experienced trainers. All these requirements will be brought to TIU to be set in the prepared training hall at TIU. After the end of that training session, all these requirements will be taken by ENTRAC trainers outside of TIU to be brought again for the next training session, and so on.

- The department of Petroleum & Mining Engineering of TIU will make available a suitable teaching hall and a laboratory which are adequate to run the training courses completely.
- All requirements for teaching hall and laboratory are to be provided by TIU (tables, chairs, internet, power supplies, data shows, smart screens, white boards and air conditioning facilities) according to the requirements set by two external accreditors.
- The Department of Petroleum & Mining Engineering has the right, if it wishes, to use the above-mentioned accreditations for its future accreditation purposes of the department.
- TIU is to provide all hospitality matters (tee, coffee, water, biscuits and lunch) for all trainees and trainers during the whole period of training sessions which is around 5 days per training session.
- The terms covering the recent drilling simulation training sessions are as follows:
EPL will pay TIU an amount of 150 US\$ per each external trainee in return for the above-mentioned services. The two parties agree that the finance office of TIU collects the training fees for each session, after which the remaining collected fees will be paid to the authorized EPL representative after deducting the above-mentioned share of TIU.
- It is agreed that EPL will provide these training sessions for TIU students and staff for free.
- The two parties could work on organising technical vocational training programs in different related specialities, if they so wish.
- The two parties could work on promoting training/capacity development for brief periods.
- The trainers' fees will be decided by EPL. The cost of training sessions which include (trainers' fees, their travel expenses and transportation of equipment) will be covered by EPL.

Article 3: Executive Protocols

In order to achieve the objectives indicated above, the Parties will prepare specific agreements, on a reciprocal basis. These executive protocols must include the following information:

- Nature and description of the program/project;
- The names of the co-ordinators and participants from each Party;
- The extent of the program/project;
- The expected costs in relation to mobility and, in general, to the activities planned in the program/project itself (e.g. training, seminars, etc.).

Article 4 – Assistance and support

The Parties, in accordance with their respective statutes and regulation, shall ensure assistance and support to students, scholars, and personnel of the Parties visiting the institution.

Article 5 – Intellectual property

Unless otherwise agreed and according to the industrial laws and regulations in force, any new Intellectual Property generated as a consequence of this Agreement will normally be owned by the Party creating it, although variations to this position may be negotiated on a case-by-case basis by further Agreements.

Article 6 – Validity

The agreement is drawn up in two original copies in the English language, both having the same legal validity. The agreement validity starts immediately after its signature by the officials representing both Parties. It shall be in force for 3 (three) years.





Any article may be amended or revoked after consultation and mutual written consent between the Parties. The renewal shall be made in writing by the Parties.

Article 7 – Terms and Conditions

The terms and conditions of this agreement, as well as those of the Executive Protocols related to it, must conform to the laws and statutes regulating both Parties. The Parties will not be obliged to respect those commitments resulting from specific agreements, which could contravene this principle.

Any disputes arising, relating to the interpretation and implementation of this agreement, which will be not possible to be solved friendly, will be referred for resolution to a board of arbitration consisting of one member from each party signing the agreement and another chosen by mutual agreement, acting as Chairperson.

In witness whereof the undersigned, duly authorised by their respective Institutions, have signed this Agreement:

<p>Date: 10th February 2021</p> <p>Managing Director, ENTRAC Petroleum Limited (EPL) Dr. Hussain Rabia</p> <p>Signature: </p> <p></p>	<p>Date:</p> <p>Head of Board of Trustees, Tishk International University (TIU) Dr. Idris Hadi Salih</p> <p>Signature: </p> <p></p>
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