

MEMORANDUM OF UNDERSTANDING

between

Erasmus University Medical Center (Erasmus MC); Rotterdam, Netherlands

and

Tehran University of Medical Sciences (TUMS); Tehran, Iran

Erasmus University Medical Center (Erasmus MC) and Tehran University of Medical Sciences (TUMS), hereby agree upon the following terms and conditions as set forth in this Memorandum of Understanding

PURPOSE

The aim of this Memorandum of Understanding is to establish and expand academic cooperation between Erasmus MC and TUMS. It is only to express the intentions of the Parties. The provisions contained in this Memorandum of Understanding are not legally binding on either Party, and no legally binding obligations are intended to or do, arise as a consequence of the existence or execution of this document. Therefore, any exchange or collaboration shall be specifically set forth in a separate agreement covering the scope of the *specific project* that will be discussed and agreed from time to time including but not limited to terms on publications, funding, intellectual property and any other conditions that the parties to this MOU consider suitable upon good faith negotiations.

AREAS OF COOPERATION

A. Joint Degree Programs

The Parties aim to establish Training Courses and any certifications shall be issued and verified by both parties.

B. Exchange of Students

Both parties shall make reasonable efforts to support development of an exchange of undergraduate and graduate students for short-term, long-term studies and formal degree programs. Exchange students shall be subject to the admissions criteria and requirements of the host institution. The details of the institutional and student rights and responsibilities for such exchanges shall be set forth in writing and agreed upon by both parties before a particular exchange is initiated.

C. Exchange of Academic Staff

Both parties shall make reasonable efforts to facilitate visits of their researchers or faculty to one another's campuses for periods of time for research and teaching in accordance with the objectives and scope of the specific agreement that may be set forth for each educational program under this MoU. The details of institutional and individual responsibilities involved in such researcher or faculty exchanges shall be set forth in writing and agreed upon by both parties before a particular visit is initiated. The parties acknowledge the need to find financial funding for these purposes and agree that any activities will be subject and conditional to the actual availability of funding in each case; neither party shall be obligated to accept any responsibility under this MoU if specific funding cannot be secured, nor is either party obligated to support the activities of the other, unless otherwise agreed in accordance with a specific project agreement negotiated in good faith.

D. Exchange of Scientific, Educational and Scholarly Materials

Both parties shall seek agreement upon a list of their respective scientific, educational and scholarly materials to be exchanged. In each case, Erasmus MC and TUMS shall set forth in writing their mutually agreed upon protocols and guidelines governing this exchange and distribution of information and/or materials under the appropriate material transfer, data and/or information agreements, as the case may be.

E. Exchange of Information

The two parties will provide information on substantive educational and research programs, conferences, and seminars on topics of mutual interest and will encourage and strengthen communication and cooperation between members of the two institutions especially in the fields of mutual concerns and benefits, such fields shall be identified and communicated in writing from time to time by the parties.

F. Special Projects

The parties shall make reasonable efforts to collaborate from time to time in the development of special projects, including joint research, training activities, organization of events such as seminar, workshop, congress and conference, aimed at furthering their academic objectives. The details of institutional and individual responsibilities necessary for accomplishment of these special projects shall be set forth in writing and agreed upon by both parties before a particular project is initiated.

G. Faculty Members Visits

The two Parties will make reasonable efforts to establish joint visit programs between the two institutions which shall serve as a framework for further cooperation. Arrangement for such visits will be supported by both Parties to the extent the funding becomes available for such purposes.

H. Erasmus MC and TUMS University Website

Both parties will make an effort to setup a joint program announcement in their respective website as part of the International Relations Office, which it would promotes, informs, counsels and support the Erasmus MC and TUMS University communities.

REGULATORY COMPLIANCE

The Parties agree to observe any law, regulation, administrative order and/or any other legal document, including but not limited the Export (import) Control Regulations and the United Nation Sanctions measurements. Therefore, any transfer of any knowledge or material that may be needed in connection with a specific agreement under this MoU shall first be authorized by the national authority in charge of providing the relevant permission under the Export (import) Control rules of such country, to this effect both Parties will cooperate in good faith to obtain the relevant authorizations. For the sake of clarity, the Parties attest they do not intend during any interaction under this MOU to collaborate in any area that may concern material or knowledge prohibited by the UN sanctions against Iran.

FUNDING OF COOPERATIVE PROJECTS AND RESEARCH PROGRAMS

Before any particular cooperative project or program is initiated, all financial details should be negotiated and agreed upon by both institutions.

A. Visas and Costs

- a) All staff visits and the admission of students will be subject to compliance with entry and visa requirements of the two countries involved and with the requirements and policies of the two Institutions.
- b) Each party acknowledges that in the absence of any specific agreement to the contrary all expenses, salary, travel, living and allied costs will be determined at the discretion, and will be the responsibility of the visitor's home Institution.

PROGRAM PLANNING

In order to facilitate program planning, attempts will be made to hold annual meeting between representatives of the two institutions. The purpose of such meeting will be to develop close contacts and understanding of the needs and priorities of the two institutions and to establish the framework of cooperative programming, for the following years as much as possible. This meeting may be organized remotely via visual and/or teleconference.

TERMS OF AGREEMENT, VALUATION AND TERMINATION

The present Memorandum of Understanding becomes effective upon its execution by both Parties and shall remain in effect for 5 years from said date of execution, at which time the Parties may negotiate to extend the agreement a further term. This Memorandum of Understanding may be terminated by either party upon 60 days written notice, and may be amended by mutual consent of the Parties, formalized in written communications that specify the date which such amendments are to take effect. Furthermore, the Parties agree that despite of the collaborative interest of both Parties expressed under this MoU, this MoU may be terminated with immediate effect without being liable in any way towards the other Party in the event that the government of any of each country may issue any measures in connection with economic or other sanctions that at the discretion of either Party may affect this MoU or any of the specific agreements entered into.

COORDINATORS

Both parties will appoint a coordinator to facilitate the communication between the parties. Hereby, D. Amirali Hamidieh, Secretary General of the Council for Development of Stem Cell Sciences is appointed as TUMS coordinator and Dr. Tokameh Mahmoudi, Associate Professor of Biochemistry and Molecular Virology is appointed as the Erasmus MC coordinator.

This MoU is read, understood and executed in two equal copies in English, one for each Party, which have equal legal effects.

Erasmus University Medical Center

Hans van Leeuwen
Dean and Executive Erasmus MC Board
Member

Date: 7/6/2018
Signature:



Tehran University of Medical Sciences

Abbasali Karimi
Chancellor

Date:
Signature

