

**NON-BINDING MEMORANDUM OF UNDERSTANDING  
FOR SCHOLARLY EXCHANGE AND  
COLLABORATION BETWEEN  
MASSACHUSETTS GENERAL HOSPITAL THRU ITS  
CENTER FOR ADVANCED MEDICAL IMAGING  
SCIENCES  
AND  
TEHRAN UNIVERSITY OF MEDICAL SCIENCES THRU ITS  
INSTITUTE FOR ADVANCE MEDICAL TECHNOLOGIES &  
DEPARTMENT OF MEDICAL PHYSICS AND BIOMEDICAL  
ENGINEERING**

The General Hospital Corporation, a Massachusetts charitable corporation doing business as Massachusetts General Hospital ("Hospital") thru its Department of Radiology and Center for Advanced Medical Imaging Sciences and Tehran University of Medical Sciences, desiring to promote cooperation in the fields of education and academic research, agree in this Non-Binding Memorandum of Understanding ("MOU") to make reasonable efforts to discuss the proposed activities and the possibility of entering into a collaboration agreement for their conduct, as outlined below. Notwithstanding anything to the contrary in this memorandum, no legally binding obligations will be created until a definitive collaboration agreement, which shall include material terms to be mutually agreed, is executed and delivered by all parties, except that the parties acknowledge that Section 4 ("Use of Name") and Section 5 ("Notice") are intended to be binding upon the parties and shall apply to all discussions and negotiations with respect to the subject matter hereof.

1. Proposed activities
  - 1.1 To encourage exchanges and visits in the following categories: undergraduate and graduate students, non-teaching and post-graduate fellows, junior and senior faculty members, and technologists, residents and attending physicians of medical imaging.
  - 1.2 To exchange information and materials in those fields which are of interest to both parties.
  - 1.3 To organize joint conferences and academic programs.
  - 1.4 To arrange joint research activities and publications.
  - 1.5 To develop joint research, infrastructure (center and/or consortium), and training grant proposals.
2. Implementation and administration. Implementation and administration of activities listed in Section 1 must be discussed and mutually agreed to in advance in writing in an appropriate agreement signed by authorized signatories of the parties. Both sides shall provide necessary support to facilitate such activities as agreed upon in writing.
3. Duration. This MOU will be in effect from the last date of signature for a period of five years, and may be terminated by either party upon 30 days notice in writing to the signatory below.
4. Use of Name. Neither Party to this MOU shall use the name or logo of the other Party or any of its affiliates, or any of its respective trustees, directors, officers, staff members,

employees, students or agents in any advertising, promotional or sales literature, publicity or in any document employed to obtain funds or financing without the prior written approval of the party or individual whose name or logo is to be used, in the case of Hospital such approval to be given by the Public Affairs Department. In the case of \_\_\_\_\_, such approval shall be given by the Associate Chancellor for Public Affairs via fax at 217-244-7124.

5. Notices. Any notice to given under this MOU must be in writing and will be effective upon receipt evidenced by: (a) confirmed facsimile transmission; (b) return receipt of postage prepaid registered or certified mail; or (c) delivery confirmation by commercial overnight carrier. All communications will be sent to the addresses set forth below or to such other address designated by each party by written notice to the other:

**MGH Administrative and Agreement related:**

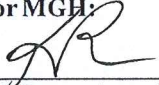
Executive Director, Innovation  
Partners HealthCare System, Inc.  
101 Huntington Ave., 4<sup>th</sup> floor  
Boston, MA 02199  
Tel: (617) 954-9500  
Fax: (617) 954-9361

**Tehran University of Medical Sciences**

Director of Institute for Advanced Medical  
Technologies  
Tel: +98(21)66907517  
Fax: +98(21)66907532

This MOU is to be executed in English and each party shall retain a copy. A facsimile or PDF copy of a signature shall constitute an original signature for all purposes. Agreed upon:

**For MGH:**

  
Kris Betres, Associate Director,  
Research & Licensing


**For IAMT:**

  
Saeed Sarkar, Director of IAMT

Date: April 21 2015

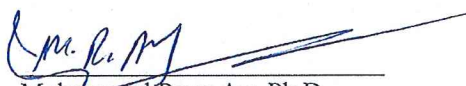
Date: 18 April 2015

Reviewed and Acknowledged:

  
Georges El Fakhri, Ph.D.  
Director CAMIS, Professor of Radiology

Date: 4/22/2015

Reviewed and Acknowledged:

  
Mohammad Reza Ay, Ph.D.  
Director of RCMCI & Head of Department

Date: 19 April 2015

