



The Rockefeller University
St. Giles Laboratory of
Human Genetics of Infectious Diseases

*In The Name of God
The Uncompassionate, the Merciful*



Tehran University of Medical Sciences
Children's Medical Center

*Memorandum of Understanding
between*

*The Children's Medical Center Hospital and the research centers located
in this hospital, Tehran University of Medical Sciences, Tehran, IRAN
and
St. Giles Laboratory of Human Genetics of Infectious Diseases, The
Rockefeller University, New York, NY, USA*

This memorandum of understanding (MOU) will expand collaboration on scientific programs and research projects, exchanges and training of scientists, sharing of information and technology in support of research activities, sharing of best practices, meetings, workshops and scientific conferences, according to the mutual interests and benefits.

Following is the full text of the MOU.

The Children's Medical Center Hospital and the research centers located in this hospital, including Research Center for Immunodeficiencies, Molecular Immunology Research Center, Growth and Development Research Center; Tehran University of Medical Sciences and the St. Giles Laboratory of Human Genetics of Infectious Diseases, The Rockefeller University, New York, NY, USA (hereinafter referred to as "the Parties"), realizing the great potential brought forth by the development of science and technology in addressing health and medical issues in two countries; guided by the willingness to strengthen existing cooperation and collaboration between their respective countries in the field of health and medical sciences; considering the strong traditions of research in both parties; with the aim of enhancing and promoting research and development in this field; have agreed upon the followings:

ARTICLE I

1. The Parties intend to enhance and expand cooperative efforts in health and medical sciences according to the following general principles:

*The Parties intend to conduct all activities in the spirit of partnership, mutual cooperation, and scientific excellence.

*The cooperation provided for in this MOU does not affect relations currently established between institutions or individuals of IRAN and USA, but rather the Parties intend to identify new areas for joint activities. This MOU is not intended to set out contractual terms governing the conduct of this collaboration.

ARTICLE II

The Parties plan to provide for an expansion of cooperation across a broad range of mutual interests. Initial efforts are to be directed at developing joint activities, addressing common research interests in:

- 1- Primary Immunodeficiencies
- 2- Genetics of Infectious Diseases
- 3- Basic and Clinical Immunology
- 4- Diagnosis and Treatment of Pediatrics Diseases
- 5- Stem Cell Transplantation

Other specific areas may be identified from time to time by mutual consent of the Parties.

ARTICLE III

*The methods of cooperation provided for in this MOU include, but are not limited to:

- Coordinating scientific programs and research projects;
- Exchanging and training of scientists and delegations;
- Sharing of information and technology in support of research activities;
- Exchanging information and academics concerning the sharing of best practices;
- Holding meetings, workshops, and scientific conferences.

ARTICLE IV

For each area of cooperation, and initially for those areas identified in Article II, the Parties or their designees intend to identify an appropriate entity to take the lead in overseeing the practical implementation of activities. The appropriate entities of the two Parties shall be responsible for coordinating communications and activities with their counterparts and should be responsible for fulfilling mutually decided responsibilities.

The Parties and appropriate entities intend to consult with each other on a regular basis, reach consensus on proposals of joint research and develop projects under this MOU and evaluate completed projects. The Parties and appropriate entities may hold meetings to discuss issues arising from the implementation of this MOU if necessary. Such meetings will be held in IRAN and USA, alternatively.

ARTICLE V

All activities undertaken, pursuant to this MOU, are to be conducted in accordance with the laws and regulations of the IRAN and the USA and are subject to the availability of personnel, resources, and appropriated funds. The expenses arising from cooperative activities under this MOU will be covered by both Parties.

Projects under this MOU are to be implemented based on consultations between the Parties and project arrangements signed by relevant participants.

ARTICLE VI

For the purposes of this MOU, "Confidential Information" means information that:

- (a) is by its nature confidential,
- (b) is designated by the parties as confidential; or
- (c) the parties know or ought to know is confidential and includes without limitation the terms of this agreement and all information about the parties, their employees, agents, policies and operations which is made available or which becomes known during the term of this agreement or as a result of executing this agreement;

but does not include information which:

- (i) is or becomes public knowledge other than by breach of this agreement; or
- (ii) has been independently developed or acquired by either party

The parties may exchange Confidential Information relevant to proposed Projects.

Each party undertakes to treat as confidential all Confidential Information obtained from the other party and undertakes not to divulge any Confidential Information to any person without first obtaining the consent of the other party in writing.

Each Party will take such reasonable steps to provide for the safe custody of any and all Confidential Information in its possession and to prevent unauthorized access thereto or use thereof.

At any time upon the written request of a party, the other party must return any documents which embody Confidential Information and must not keep any copies in any form.

ARTICLE VII

This MOU should come into force upon signature by the designated representatives of both Parties and shall remain in force for a period of five (5) years. It may be extended for additional five-year periods by the mutual written consent of the Parties



This MOU may be terminated by mutual consent of the parties. Either party may terminate this MOU upon one (1) month written notice to the other.

This MOU may be amended by mutual written consent of the Parties but not otherwise.

Name: Nima Rezaei, MD, PhD
Chief Executive Director
Children's Medical Center Hospital
Tehran University of Medical Sciences
Tehran, IRAN

Sign:
Date:.....

Name: Jean-Laurent Casanova, MD, PhD
Head, St. Giles Laboratory of Human
Genetics of Infectious Diseases
The Rockefeller University
New York, USA

Sign:
Date:.....