



**UNIVERSITÉ  
DE GENÈVE**

University of Geneva  
Geneva Medical Faculty

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



Tehran University of Medical Sciences  
Children's Medical Center

*Memorandum of Understanding  
between*

*Tehran University of Medical Sciences, Children's Medical Center Hospital  
and the research centers located in this hospital, including Research Center for  
Immunodeficiencies, Molecular Immunology Research Center, Pediatric  
Infectious Diseases Research Center, Growth and Development Research  
Center, Tehran 14194, Iran, represented by Dr. Nima Rezaei*

*&*

*The University of Geneva, Department of Pathology and Immunology of its  
Medical Faculty, 24, rue du Général-Dufour, 1211 Geneva 4, Switzerland,  
represented by Prof. Jean-Luc Veuthey, vice-rector, and by Prof. Karl-Heinz  
Krause, Department of Pathology and Immunology*

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, Pediatric Infectious Diseases Research Center, Growth and Development Research Center; Tehran University of Medical Sciences and the Department of Pathology and Immunology, Geneva Medical Faculty, University of Geneva; and the Department of Genetic and Laboratory Medicine, Geneva University Hospitals (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 SWITZERLAND rather the Parties intend to identify new areas for joint activities.

## 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- Embryonic stem cells
- 2- NOX family of NADPH oxidases
- 3- Mycobacterial infections
- 4- Autoimmune diseases
- 5- Immunodeficiencies

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 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 SWITZERLAND, alternatively.

#### ARTICLE V

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

All activities undertaken, pursuant to this MOU, are to be conducted in accordance with the laws and regulations of the IRAN and SWITZERLAND and are subject to the availability of personnel, resources, and appropriated funds. Each Party intend to find ways to fund their collaborative activities.

The expenses arising from cooperative activities will be covered by the Parties, accordingly to further project arrangements under this MOU. As default, each Party covers its own expenses.

#### ARTICLE VI

Each Party is responsible for its own acts and omissions, and the acts and omissions of its trustees, directors, officers, employees, and agents, relating to the implementation of this MOU.

#### ARTICLE VII

Unless commanded by the purposes of this MOU, neither Party shall disclose or allow the disclosure to any third party, nor otherwise use of or permit the use of the data or output of their cooperation under this MOU, nor of any confidential information which comes into possession of either Party pursuant to this MOU. Any information designated as confidential by a Party shall be treated as confidential information.

The confidentiality undertakings do not apply to:

- Information which at the time of the disclosure or subsequently is published or otherwise generally available to the public other than through any act or omission on the part of the releasing Party; or

- Information which was in the possession of the receiving Party at the time of disclosure; or
  - Information acquired by the receiving Party from a third party authorized to release such information; or
  - Information independently developed by the receiving Party without reference to the information received from the disclosing Party; or
- Information which the receiving Party is required to disclose pursuant to a legally enforceable order, direction or other regulation, provided that the receiving Party limits such disclosure to what is strictly necessary to comply with such orders.

## ARTICLE VIII

### a) Publication

The parties and appropriate entities intend to make findings and results publicly known and available by publication in scientific journals, without prejudice of authorship. Authorship shall be determined in accordance to the relative individual contributions to the projects and in agreement with the usual guidelines to authorships in scientific publications.

Each Party reserves the right to publish or publicly present the results collected under this MOU, subject to the following terms and conditions:

The Party proposing to publish or publicly present the results shall submit a draft of the manuscript or speech to the other Parties no later than forty (40) days prior to publication or oral presentation. No later than twenty (20) days prior to the publication or speech date, the non-publishing Parties shall notify the publishing Party in writing whether such draft contains:

- (i) Information of the non-publishing Parties which the latter considers to be confidential under the provisions of this MOU;
- (ii) Information that if published would have an adverse effect on patent application contemplated, submitted or about to be submitted by the non-publishing Parties;
- (iii) Inaccurate, incomplete or misleading statements or information.

In the event item (ii) above applies, the non-publishing Parties may request a delay and the publishing Party shall delay such publication for an additional sixty (60) days or until patent application is filed, whichever is sooner.

All forms of release and work publication which result from projects developed under this MOU shall mention the collaboration between the parties resulting of this MOU.

### b) Intellectual Rights

Each Party remains the owner of its own intellectual property rights. The use by a Party of data or other material owned by another Party will be settled in project arrangements signed between the Parties, signed under this MOU.

In case of intellectual property generated in the course of and as a result of the collaboration between the Parties under this MOU, the ownership to this IP shall be determined by the degree of input in the generation of the inventions, according to applicable patent law. Where it is impossible to determine such degree of input, the IP will be owned at equal share by the Parties.

Any such discussion shall at all times strive to preserve a harmonious and continuing relationship between the parties.

**ARTICLE IX**

Any dispute, controversy or claim arising from this MOU shall be settled amicably among the Parties. If this may prove impossible, eventual litigation shall be resolved by the jurisdiction where the fact succeeds and, if necessary, judged by the principles of law which are adopted in each of the countries.

**ARTICLE X**

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.

In addition, in so far as it does not interfere with any activities in progress, the present document may be amended at any time by a written accord between the Parties.

In so far as the termination does not interfere with any activities in progress, this Agreement may be terminated at any time before its end by one of the Parties, provided it is in writing and at least six months in advance.

Upon expiry or termination of this MOU for any reason, each Party shall return to the others all copies of such other Party's confidential information, material and intellectual property rights in that Party's possession, provided that each Party may, subject to the confidentiality undertakings in this MOU, retain one copy of the other Party's documentation required by the retaining Party for regulatory, compliance, audit and record purposes.

*For Tehran University of Medical Sciences:*

**Dr. Nima Rezaei, MD, PhD**  
Chief Executive Director  
Children's Medical Center Hospital  
Tehran University of Medical Sciences

Sign: .....  
Date: 19 July 2012

*For the University of Geneva:*

**Prof. Jean-Luc Veuthey, vice-rector**  
Sign: .....  
Date: 24.6.2012

**Prof. Karl-Heinz Krause, MD**  
Department of Pathology and Immunology,  
Geneva Medical Faculty

Sign: .....  
Date: 11.06.2012