

Academic Exchange Agreement Between Harvard T.H. Chan School of Public Health and
Tehran University of Medical Sciences and Health Services

This Academic Exchange Agreement (the “Agreement”) dated July 1, 2016 (the “Effective Date”) is by and between the Harvard T.H. Chan School of Public Health (“Harvard Chan School”), with its principal place of business at 677 Huntington Ave, Boston, Massachusetts, on behalf of the Lown Scholars Program, and Tehran University of Medical Sciences and Health Services (“TUMS”), with its principal place of business at North Kargar-Ave, Tehran, Iran (Harvard Chan and TUMS collectively, the “Parties”).

WHEREAS, the Lown Scholars Program (the “Program”) was established in 2008 at the Harvard Chan School in honor of Dr. Bernard Lown, a world-renowned cardiologist and activist, whose career has advanced public health globally and aims to create an international cadre of talented health professionals who will use public health tools and strategies to prevent cardiovascular diseases and promote cardiovascular health in developing countries, as defined by the United Nations;

WHEREAS, the Lown Scholars Program has supported the work of more than two dozen scholars from Asia, Latin America, Africa and the Middle East and has facilitated numerous productive long-term collaborations between the Lown Scholars and Harvard Chan faculty members; and

WHEREAS, the Parties wish to enhance learning and to generate and share knowledge regarding public health tools and strategies to prevent cardiovascular disease and to promote cardiovascular health through participation in the Lown Scholars Program;

NOW, THEREFORE, the Parties agree as follows:

1. **SCOPE:** This Agreement extends to participation in the Lown Scholars Program, as described in Section 5 of this Agreement, and provides for an academic exchange consistent with 31 C.F.R. Part 560 General License G, Section (a) between the Lown Scholars Program and selected TUMS teaching faculty members, whereby TUMS faculty members are selected to pursue graduate studies in public health in the United States as Lown Scholars, to conduct research sponsored by the program at their home institution, to engage in mentorship and collaborative research activities in furtherance of the mission of the Lown Scholars Program, and engage in other activities, including the provision of scholarships, grants, and expense reimbursement, related to such academic exchange.
2. **DEFINITIONS:**
 - a. **HOST INSTITUTION:** The institution accepting Lown Scholars, or the Harvard T.H. Chan School of Public Health.
 - b. **HOME INSTITUTION:** The institution providing prospective Lown Scholars, or TUMS.

- c. **Junior Scholars** are usually scholars who are junior faculty members in an academic institution (or have an equal position in research/policy institutions). They will be invited to come to Boston and take two courses during the summer session and stay for a one-week workshop after the end of the term to develop a research proposal with their mentors and Senior Scholars. They can submit a proposal for seed funding (up to \$50,000) or for a smaller project (up to \$10,000). After the workshop the Junior Scholars will submit their research proposals to the Lown Scholars Program to be evaluated for funding.
 - d. **Senior Scholars** are often selected from full-rank professors, research center directors and others with extensive experience in cardiovascular disease prevention. They will be invited to come to Boston for two weeks to further develop their research/policy/training plans, to collaborate with Harvard Chan faculty and to provide feedback and guidance to Junior Scholars.
3. **ACCEPTANCE PROCEDURES:** Lown Scholars are selected by the Lown Scholars Program Steering Committee. To be eligible for participation in the Lown Scholars Program, individuals must have a full-time position in a developing country. Priority will be given to applications from applicants with a focused and clear proposal and a track record of research, teaching or policy work in cardiovascular disease prevention. Applicants from centers where current Lown Scholars work, and those who have identified a current or prospective Lown Senior Scholar as a mentor will be given priority as well as those who have parallel funding through other sources including other fellowships at Harvard.
4. **TUITION, FEES, AND EXPENSES:** All costs of travel, tuition and fees will be covered by the Lown Scholars Program.
5. **THE PROGRAM:** The initial program term shall be from July 2016 to June 2019 (the “Initial Program Term”). Once accepted into the Lown Scholars Program, Lown Scholars will:
 - a. be invited to come to Boston in the summer to attend graduate public health courses at Harvard Chan
 - b. be assigned a mentor (either a Harvard Chan faculty member or another Lown Scholar)
 - c. be eligible to submit proposals for seed funding to conduct research at their home institution
 - d. publish their project results jointly with their mentors
 - e. be eligible to receive funds to cover costs associated with travel to Boston or for attending workshops and conferences related to cardiovascular disease prevention elsewhere
 - f. will remain eligible to apply for seed funding in the future
 - g. serve as mentors to Lown Junior Scholars (if they are Lown Senior Scholars)
 - h. engage in collaborative research activities with current and future Lown Scholars

6. **TERM AND TERMINATION OF THE AGREEMENT:** This Agreement shall be effective from the Effective Date through the Initial Program Term. Thereafter, it may be renewed by written agreement of the Parties for one-year terms; however, after the Initial Program Term, either Party may terminate the agreement by giving 3 months' written notice of termination. In the event that either Party terminates the Agreement, the host institution shall honor the terms of the Agreement for students whose exchange has been approved prior to termination, as if the Agreement remained in force for the period of the exchange.
7. **USE OF NAMES:** Except as expressly authorized in this Agreement, neither Party shall use (alone or as part of another name) any names, logos, seals, insignia or other words, symbols or devices that identify the other Party or any unit, division or affiliate of the other Party ("Protected Names") for any purpose in connection with the Purpose of this Agreement except with the prior written approval of, and in accordance with restrictions required by, the other Party, nor shall either Party seek to register any Protected Name of the other Party in any manner in any jurisdiction. Without limiting the foregoing, each Party shall cease all use of Protected Names of the other authorized under this Agreement on the termination or expiration of this Agreement, except as otherwise expressly provided herein.
8. **PREVAILING LANGUAGE:** This agreement is written in both English and Farsi. The English language version of this Agreement shall be the official version. The English version of the Agreement shall govern in the event of any inconsistencies between the two.
9. **MISCELLANEOUS PROVISIONS:**
 - 10.1 **Independent Contractors; Non-Exclusive.** The Parties are independent contractors and do not intend that any agency, partnership, joint venture, or exclusive relationship is created between the Parties by this Agreement. Neither Party is authorized to act on behalf of the other or to incur any obligations in the name of the other. Nothing in this Agreement shall be construed as obligating the Parties to enter into any subsequent agreement or relationship.
 - 10.2 **Entire Agreement; Amendment.** This Agreement contains the entire understanding of the Parties with respect to the transactions that are the subject matter hereof and supersedes all prior agreements relating to the transactions. This Agreement may be amended or modified only by a written instrument signed by an authorized representative of each Party.
 - 10.3 **Assignment.** This Agreement and rights and obligations hereunder may not be assigned by either Party without the other Party's prior written consent.

- 10.4 Severability.** The provisions of this Agreement are severable. In the event any provision of this Agreement is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions hereof.
- 10.5 Waiver.** Any waiver of compliance with the terms of this Agreement must be in writing, and any waiver in one instance shall not be deemed a waiver in any future instance.
- 10.6 Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original, but all of which together constitute one and the same instrument.
- 10.7 Governing Law and Language.** This Agreement will be governed by, and construed in accordance with, the substantive laws of the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision, except that questions affecting the construction and effect of any patent shall be determined by the law of the country in which the patent shall have been granted. Any action, suit or other proceeding arising under or relating to this Agreement (a "Suit") shall be brought in a court of competent jurisdiction in the Commonwealth of Massachusetts, and the Parties hereby consent to the sole jurisdiction of the state and federal courts sitting in the Commonwealth of Massachusetts. Each Party agrees not to raise any objection at any time to the laying or maintaining of the venue of any Suit in any of the specified courts, irrevocably waives any claim that Suit has been brought in any inconvenient forum and further irrevocably waives the right to object, with respect to any Suit, that such court does not have any jurisdiction over such Party.

The parties have executed this Agreement as of the date first written above.

HARVARD CHAN SCHOOL OF PUBLIC HEALTH

TEHRAN UNIVERSITY OF MEDICAL SCIENCES

NAME: DAVID HUNTER

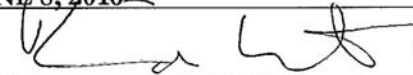
NAME: SHAHIN AKHONDZADEH

POSITION: ACTING DEAN

POSITION: Vice Dean for Research

DATE: JUNE 8, 2016

DATE: June 20, 2016

SIGNATURE: 

SIGNATURE: 



AMENDMENT 1 (One) TO ACADEMIC EXCHANGE AGREEMENT

This letter amends the Academic Exchange Agreement effective 1 July 2016 between the Harvard T.H. Chan School of Public Health ("Harvard Chan School") with a principal place of business at 677 Huntington Ave, Boston, MA 02115 on behalf of the Lown Scholars Program, and Tehran University of Medical Sciences and Health Services ("TUMS"), with its principal place of business at North Kargar-Ave, Tehran, Iran (Harvard Chan and TUMS collectively, the "Parties").

Whereas the Parties wish to continue to enhance learning and to generate and share knowledge regarding public health tools and strategies to prevent cardiovascular disease and to promote cardiovascular health through participation in the Lown Scholars Program;

Now, therefore, the Parties agree to amend the Agreement as follows:

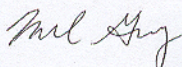
THE PROGRAM: The Program Term is hereby renewed and extended for one year through June 2020. All other terms and conditions of this Agreement remain unchanged.

By signing this letter, both parties agree with the amendment to the *Agreement* and that this amendment supersedes any previously negotiated terms in the above mentioned *Agreement*.

The parties have executed this Agreement under seal as of the date first above written.

HARVARD T.H. Chan SCHOOL OF PUBLIC HEALTH:

By: _____



Date: February 22, 2019

Michael Grusby
Acting Dean for Academic Affairs,
Executive Dean for Administration,
Senior Vice Dean for Institutional Planning and Policy

TEHRAN UNIVERSITY OF MEDICAL SCIENCES

By: _____



Date: _____

March 10 / 2019

Shahin Akhondzadeh,
Vice Dean for Research



AMENDMENT 2 (Two) TO ACADEMIC EXCHANGE AGREEMENT

This letter amends the Academic Exchange Agreement effective 1 July 2016 between the Harvard T.H. Chan School of Public Health ("Harvard Chan School") with a principal place of business at 677 Huntington Ave, Boston, MA 02115 on behalf of the Lown Scholars Program, and Tehran University of Medical Sciences and Health Services ("TUMS"), with its principal place of business at North Kargar-Ave, Tehran, Iran (Harvard Chan and TUMS collectively, the "Parties").

Whereas the Parties wish to continue to enhance learning and to generate and share knowledge regarding public health tools and strategies to prevent cardiovascular disease and to promote cardiovascular health through participation in the Lown Scholars Program;

Now, therefore, the Parties agree to amend the Agreement as follows:

THE PROGRAM: The Program Term is hereby renewed and extended for five years through June 2025.

REMOTE ACTIVITIES: As conditions dictate, it is understood that Lown Scholars may be invited to attend remote graduate public health courses and/or participate in other activities remotely rather than travel to Boston.

All other terms and conditions of this Agreement remain unchanged.

By signing this letter, both parties agree with the amendment to the *Agreement* and that this amendment supersedes any previously negotiated terms in the above mentioned *Agreement*.

The parties have executed this Agreement under seal as of the date first above written.

HARVARD T.H. Chan SCHOOL OF PUBLIC HEALTH:

By: Jane J. Kim Date: 9/30/20
Jane J. Kim, PhD, Dean for Academic Affairs, Professor of Health Decision Science*

TEHRAN UNIVERSITY OF MEDICAL SCIENCES AND HEALTH SERVICES:

By: Shahin Akhondzadeh Date: sep. 16 / 2020
Shahin Akhondzadeh PhD, Vice Dean for Research, Professor of Neuroscience

*Reviewed by D. Wolf Christiani D.W.C. Date 9/21/20

