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MEMORANDUM OF UNDERSTANDING

Between

FACULTY OF MEDICINE AND HEALTH SCIENCES

UNIVERSITEIT ANTWERPEN

and

SHIRAZ UNIVERSITY OF MEDICAL SCIENCES

The following parties:

1. **Faculty of Medicine and Health Sciences** (Universiteit Antwerpen), having its principal address at Universiteitsplein 1, 2610 Wilrijk (Belgium), duly represented by prof. dr. Guy HUBENS, Dean.
2. The University of Antwerp is represented by Prof. dr. N. Nadjmi who is also holding a visiting professor position at the Shiraz University of Sciences (SUMS).
3. The **Shiraz University of Medical Sciences**, and having its principal address at 6th Floor, Central building of Shiraz University of Medical Sciences, Zand St., Shiraz, Iranduly represented by Professor Nasrollah Erfani, Vice-Chancellor for Global Strategies and International Affairs.

(Hereinafter jointly referred to as the “**Parties**” or “**Partner Institutions**” and singularly as a “**Party**” or “**Partner Institution**”.)

Recognize the mutual benefits to be gained through the establishment of this Memorandum of Understanding (“**MoU**”) and agree to implement this MoU under the terms and conditions hereinafter set forth.

1. **PURPOSE OF THE MoU**

The purpose of this MoU is to promote academic exchange and cooperation of mutual interest in accordance with the respective needs and objectives of the Parties. This MoU establishes a framework for the negotiation of the proposed cooperation between the Parties. The specific details of each form of cooperation will be agreed upon in separate sub-agreements.

2. **AREAS OF COOPERATION**

This MoU is a principle document and is a guideline for the cooperation between the two parties. Any specific program agreement should be negotiated and signed separately and annexed to this



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MoU. The areas of cooperation may include, but are not limited to:

- (a) the exchange of students;
- (b) the exchange of teaching and/or administrative staff;
- (c) the development of collaborative research projects;
- (d) the organisation of joint academic and scientific activities, such as courses, lectures, seminars or conferences;
- (e) the exchange of scientific, academic and technical information and academic materials, and other information of mutual interest for which each Party holds intellectual property rights.

3. IN IMPLEMENTATION

- 3.1 In order to carry out and fulfil the aims of this MoU, the Partner Institutions will each appoint one or more representatives who will manage the development and implementation of the collaboration activities. The representatives of the Parties can meet as and when necessary to review the progress of activities implemented in relation to the areas of collaboration, define new areas and programmes of collaboration as well as discuss matters related to this MoU.
- 3.2 Either Party may initiate proposals for activities in the framework of this MoU. Such proposals will be communicated and discussed among the representatives of the Partner Institutions.
- 3.3 Specific details of the cooperative activities between the Partner Institutions shall be outlined in separate sub-agreements, which will become an integral part of this MoU upon signing by the authorized signatories at each Partner Institution and will be attached to this MoU as (an) annexe(s). Sub-agreements regulate matters including, but not limited to, the number and period of student and staff exchanges, the duration of each exchange programme, qualification requirements, budgets and sources of financing, the responsibilities of each Party and other items relevant for the efficient organisation of the cooperation activity.

4. INTELLECTUAL PROPERTY, INVENTIONS AND INNOVATIONS

- 4.1 The terms with respect to title and exploitation of intellectual property, inventions and innovations (including but not limited to trademarks and service marks, copyright, patents, know-how, designs and confidential information on the subject of such intellectual property, inventions and innovations) will be negotiated on a project-by-project basis and for programmes of cooperation referred to in Clause 3.3. Nothing in this MoU shall be construed as a license or transfer or an obligation to enter into any further agreement with respect to any intellectual property currently licensed to or belonging to either Party.
- 4.2 All intellectual property held by a Party prior to entering into this MoU or disclosed or introduced in connection with this MoU and all materials in which such intellectual property is held, disclosed or introduced shall remain the property of the Party introducing or disclosing it.

5. PUBLICATION OF ARTICLES

Each Party may, with the written consent of the other Party, publish the findings of the collaborative activities of the Parties in the form of an article in a journal, newspaper or other magazine, provided that where an application for registration of a trademark, service mark or design, or an application for a patent, will be made, such an article shall not be published for a period of up to 90 days for the said



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application to be made. A copy of the article to be published shall be provided to the Party whose written consent is required, prior to its publication. The receiving Party shall have a period of 14 calendar days, starting as from the date of receipt of the said draft, to review the draft presentation or publication. In case the receiving Party has not responded within the aforementioned period, the receiving Party shall be considered to have given approval for the publication or presentation.

6. CONFIDENTIAL INFORMATION AND REPRESENTATION

- 6.1 Neither Party shall use the name or logo of the other Party for any purpose whether in relation to any advertisement or other form of publicity without obtaining the prior written consent of the other Party.
- 6.2 Notwithstanding the generality of the above, the Parties may notify third parties of the fact that this MoU is in effect.
- 6.3 All information furnished in relation to this MoU by one Party to the other, which is clearly identified as proprietary or confidential at the time of disclosure, will be kept confidential by the receiving Party and will not be disclosed to any third Party other than to carry out the provisions of this MoU, unless agreed in writing between the Parties.
- 6.4 The provisions of Clause 6.3 above will not apply to information in the public domain; information in the possession of the receiving Party prior to the disclosure of the information; information which is independently developed by the receiving Party; information required to be released by law; and information which is rightfully received by the receiving Party from third parties without any breach of confidentiality obligations.
- 6.5 Clauses 6.3 and 6.4 will continue to be in effect for 1 year from the date of expiry or termination of this MoU.

7. AMENDMENTS

This MoU may be amended and supplemented in writing at any time by mutual written consent.

8. DISPUTE RESOLUTION

The interpretation of this MoU and the adjudication of any claim or dispute arising there from, shall be in accordance with the Laws of the country of the defending Party and each and every cause of action shall be regarded as having arisen within the jurisdiction of the Courts of the country of the defending Party.

9. DURATION

- 9.1 This MoU will become effective on the date that it is signed by both Parties.
- 9.2 This MoU will be valid for a period of five (5) years. The MoU will be automatically renewed for a further period of 5 years unless it has been terminated.

10. TERMINATION

- 10.1 This MoU can only be subject to termination with at least twelve (12) months written advance notice by either Party.
- 10.2 This MoU can be terminated if a Party is in breach of any obligation or understating hereunder and if such a breach has not been remedied within three (3) months of a notice given in writing by the other Party, without prejudice to any other remedy of law.



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- 10.3 In case a Party becomes bankrupt or insolvent or ceases to conduct business in the normal course, the MoU will be terminated immediately.
- 10.4 Neither Party shall be liable for any delays or default of such delays in performance or either failure to perform their respective obligations under this MoU as a result of a force majeure event, which includes but is not limited to government restrictions, wars, floods, strikes, etc.
- 10.5 Revisions or modifications of this MoU may be proposed at any time but are only binding if agreed in writing and signed by the authorized delegate of each Party.
- 10.6 The termination of this MoU will however not necessarily affect the validity of the sub-agreements (if any) concluded between the Partner Institutions in the framework of this MoU. The sub-agreements will remain valid for the duration stipulated in the such agreements.

11. DISPUTE RESOLUTION REGARDING MoU


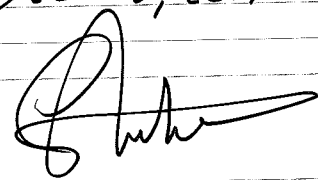
- 11.1- In the event of any dispute or difference arising between the Parties hereto relating to or arising out of this MoU, the Parties hereby undertake to use their best efforts to mutually resolve any dispute(s) that may arise between them regarding the interpretation and enforcement of this agreement.
- 11.2- The Parties shall meet to attempt to settle such dispute or difference within an agreed period of 3 months (90 days). Where arbitration fails, the dispute shall be referred to an Arbitrator jointly identified and appointed by both Parties.

12. LAW APPLICABLE

The interpretation of this Agreement and the adjudication of any claim or dispute arising there from, shall be in accordance with the Laws of the country of the defending Party and each and every cause of action shall be regarded as having arisen within the jurisdiction of the Courts of the country of the defending Party.

Thus agreed, the Parties hereto have executed this Memorandum of Understanding on the date below mentioned.

SIGNED FOR AND ON BEHALF OF:

Shiraz University of Medical Sciences	Faculty of Medicine and Health Sciences (Universiteit Antwerpen)
Date:	Date:
Name: Dr. Nasrollah Erfani	Name: Prof. dr. Guy HUBENS
Title: Vice-Chancellor for Global Strategies and International Affairs	Title: Dean Faculty of Medicine and Health Sciences (Universiteit Antwerpen)
Signature: 	Signature: 
Date: Nov. 11, 2019	Date: DEC 16, 2019
Name: Dr. Mohammad Bagher Khosravi	
Title: Dean of School of Medicine	
Signature: 