

# Memorandum of Understanding

between

**Johann Heinrich von Thünen Institute**

Federal Research Institute for Rural Areas, Forestry and Fisheries,  
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[www.thuenen.de](http://www.thuenen.de)

and

**Gorgan University of Agricultural Sciences and Natural Resources (GUASNR),**

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Gorgan 49138-15739  
Iran  
[www.gau.ac.ir](http://www.gau.ac.ir)

As used in this Memorandum of Understanding (MOU), “Party” means either Thünen Institute (TI) or Gorgan University of Agricultural Sciences and Natural Resources (GUASNR), “Parties” shall mean both Thünen Institute and GUASNR.

## 1. Preamble

The Parties have a long and well-established reputation in the field of marine sciences. Although the Parties have strong leading positions in marine research in their own country, the Parties consider international collaboration important on strategical research areas in order to strengthen their position in fisheries and aquaculture research, on coastal zone issues and infrastructures uses.

## 2. Objectives

The aim of this MOU is to facilitate long-term cooperation between the Parties in the field of agriculture and natural resource research, including, but not limited to:

- Fishery Sciences and Fishing technology, especially in terms of
  - improvement of fishing gears, incl. selectivity, energy efficiency (incl. greenhouse gas emission), reduction of environmental impacts, performance
  - design and execution of gear technology experiments
  - investigations of impact of fishing gears on the aquatic environment, the ecosystem and the population of species
- Agricultural Sciences, especially in terms of
  - rural studies
  - farm economics and market analysis
  - agricultural technology
  - climate-smart agriculture
  - biodiversity
  - organic farming
- Forestry and Timber Sciences, especially in terms of
  - wood research
  - international forestry and forest economics
  - forest ecosystems
  - forest genetics

The foreseen collaboration aims at a win-win situation. The outcome and results of the collaboration should have an added value for the Parties, characterized by:

- Development of unique expertise and knowledge
- Exchange of personnel
- High ranked scientific publications
- New markets and (other) sources of funding the common research activities

The success of this ambitious aim also implies that manpower for bilateral projects will be “provided” from the Parties and that common research teams will be formed. As the collaboration is dependent on the availability of external funding, the Parties will develop efforts to seek additional financial resources allowing the collaboration to materialize in a dynamic manner by:

- Coordination and information of each other of the responses to all’s for proposals from (inter)national donor institutions (for example the European Commission and Iran)
- Organization of joint seminars, workshops and conferences
- Exchange of data and results
- Joint publication of books and projects



### 3. Organization and Collaboration

Collaboration should be implemented through specified projects with separate budget and preset goals and milestones. For each project a detailed plan including a financial budget shall be prepared and approved by the Parties.

Depending on financial means and practical possibilities, the Parties will establish joint research projects in the Field. The projects will be directed towards research areas relevant for European and Iranian activities in the Field.

In order to make the collaboration a success, a structured work plan for the collaboration will be developed.

### 4. Publication of results and intellectual property rights

All research work conducted under this MOU will be available for publication with the consent of the Parties. When results from collaborative research activities are patentable, such publication will be carried out only after written consent of all the interested parties, including industrial parties, which have made an important contribution to the research budget of a particular project.

Each participant shall be obliged to give credit to the other participant but shall assume full responsibility for any statement on which there is a difference of opinion. Intellectual property rights shall reflect the contribution provided by each party to the project. The Parties agree that Background Intellectual Property, which a Party makes available for the conduct of the Project, will remain the property of that Party. Each Party grants to the other Party a non-exclusive royalty-free license to use that Party's Background Intellectual Property for use during the Project and for the purposes of the Projects. No other use is permitted without the prior written consent of the owner of the Background Intellectual Property.

Patents and possible commercial spin-offs from the cooperation under this MOU have to be agreed upon on a case-by-case basis. The Parties will in such cases settle details of further research and development and commercialization in separate contracts.

### 5. Secrecy

The Parties agree that all information of this MOU including business information and research results transmitted during the term of this MOU and five years thereafter shall be deemed confidential and shall not, without the prior written consent of the disclosing Party be used or disclosed to third parties. Exceptions to the aforesaid are the following:

- Information, which are already public
- Information, which have been made available to the public by TI or GUASNR
- Information, which will be made available to the public by TI or GUASNR or other third parties
- Information, which are otherwise public or have been made available to the public

## 6. Liability

One party will not be liable towards the other Party for damages arising from or relating to the research they carry out themselves under this MOU and/or relating to the use of the research results arising from the mutual research, unless and to the extent that the damages can be attributed to gross negligence and/or intent on the part of the damages causing Party.

Each Party indemnifies the other Party from any third-party claims which are in any way related to or arising from the research it carries out under this MOU and/or from the use of the research results from the research under this MOU. Without prejudice to the above, the liability of both Parties will in any case be restricted to direct damages only and further to a maximum of the cost price of the share of the liable party to the research project, to which the damage is related, in the year the damage is caused.


## 7. Commencement and duration

This MOU will be valid for a period of 5 (five) years from its date of signature. This MOU maybe renewed by mutual consent between the Parties. Each year, the Parties will meet for an evaluation of the work performed (e.g. during FAO/ICES WGFTFB). Scientists from Thünen Institute and Dr. Saeid Gorgin from GUASNR are known as follow-up and implementation of the MOU.

This MOU will be signed in two originals, both of equal validity.

Date: 2017-02-09

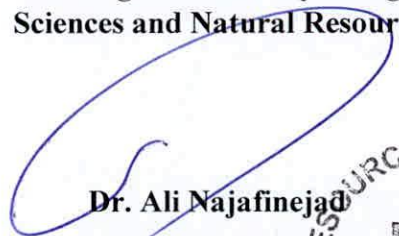
For Thünen-Institute




Prof. Dr. Folkhard Isermeyer  
(President)

Date:

For Gorgan University of Agricultural  
Sciences and Natural Resources



Dr. Ali Najafinejad  
(President)



RESOURCES GORGAN UNI. OF AGR. SCI. & NATURAL  
دانشگاه علوم کشاورزی و منابع طبیعی گرجان