

MEMORANDUM OF UNDERSTANDING

BETWEEN

**AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTÍFICAS
(SPAIN)**

AND

**GORGAN UNIVERSITY OF AGRICULTURAL SCIENCES AND NATURAL
RESOURCES
(IRAN)**

BY AND BETWEEN

The **AGENCIA ESTATAL CONSEJO SUPERIOR DE INVESTIGACIONES CIENTÍFICAS**, (hereinafter referred to as “**CSIC**”), duly organized and existing under the laws of Spain, with Spanish Tax Code Number Q2818002D, having its registered address at calle Serrano 117, 28006, Madrid, Spain, hereby represented by Prof. José Ramón Urquijo Goitia, in his capacity as Vice President of Organization and Institutional Relations of CSIC duly authorized to this effect by the Presidency of CSIC by virtue of the power conferred by Spanish Decision dated 12 July 2012 (published in the Spanish Official Gazette of 19 July 2012)

AND

GORGAN UNIVERSITY OF AGRICULTURAL SCIENCES AND NATURAL RESOURCES, (hereinafter referred to as “**GUASNR**”) an institution registered in Ministry of Science, Research and Technology, hereby represented by Ali Najafinejad , University President.

CSIC and GUASNR, shall be referred to jointly hereinafter as the Parties, and individually as the Party.

The Parties intervening herein state that their powers to do so remain in force and have not been amended, revoked, or suspended and are sufficient to enter into this Memorandum of Understanding (hereinafter referred to as “Memorandum”).

PREAMBLE

The purpose of CSIC is to foster, coordinate, develop and promote scientific and technological multidisciplinary research, in order to contribute both to the general knowledge and to the economic, social and cultural development. Besides, CSIC activities also include specialized training and advice of public and private entities on scientific matters.

GUASNR is an institution of Science, Research and Technology in an agricultural sciences and natural resources disciplines. GUASNR has set as its main target the creation and maintenance of the best educational and research atmosphere for the academics and students.

The Parties recognise that collaborative efforts will be of mutual benefit and may contribute to an enduring institutional linkage for research, education co-operation and assistance,

Therefore, in consideration of the above premises the Parties agree hereby as follows:

I. SCOPE OF THIS MEMORANDUM:

The Parties undertake to support each other in organising and setting scientific activities in a bilateral context by the following means:

- a) The carrying-out of joint research projects, workshops and/or networks in fields of mutual interest.



- b) Joint organisation of scientific and cultural events, courses, conferences, seminars, symposia, networking, and personnel training programs in areas of mutual interest.
- c) Collaboration in the implementation of co-editions (scientific articles, anthologies, monographs, specialized books, etc.).
- d) Collaboration in the development of academic programs and graduate degree in the disciplines of mutual interest.
- e) Exchange of faculty and researchers for a long or short stay.
- f) Exchange of administrative or technical staff for a long or short stay.
- g) The training for young postdoctoral researchers.
- h) The training and shared supervision of PhDs.
- i) The access and shared use of large scientific facilities administered by the Parties.
- j) Any other initiatives, within the competence of the Parties and in accordance with the objectives set out in this Memorandum that the Parties may consider of mutual interest.

Both Parties stipulate that each specific activity or project, under this Memorandum, shall be defined in detail, through, specific agreements (hereinafter referred to as "Specific Agreement"), which will be signed at the appropriate time by the authorized representatives of the Parties. Such Specific Agreements shall include, all the necessary terms and conditions, including but not limited, the purpose, the objectives, the technical details, timing, financial resources and if necessary, depending of the purpose, the rules on Confidential Information, publishing, Intellectual Property, background and foreground.

2. FINANCIAL RESOURCES AND HUMAN RESOURCES:

2.1 The present Memorandum shall not imply any financial obligation for the Parties; consequently each Party shall be responsible for the expenses it incurs in performing its rights and obligations under this Memorandum.

The Parties acknowledge that outside the activities funded by the Specific Agreement, all expenses, of salary, travel; living, medical, surgical and allied costs will be determined at the discretion and be the responsibility of each individual Party.

Nothing in this Memorandum obligates either party to commit or transfer any funds, assets, or other resources in support of projects or activities between the two parties.

2.2 The present Memorandum and each Specific Agreement shall not create any specific relation between the, employees, agents, representatives and similar, (hereinafter referred to as "Staff") of a Party and the other Party, including but not limited to, labor, statutory or professional relations.

In addition, in case of exchange or visits of Staff and/or Students, the Parties agree than there will be subject to the host organism's internal regulations (or in absence of which, the regulations in force) in particular concerning the treatment of personal data, conduct, working hours and the competition of all hygiene, health and safety regulation. Furthermore, they must sign a confidential agreement in the host institution.

The Parties shall insure that their Staff and/or Students will comply with the regulation in force in the country of the host institution. In particular, the Parties shall ensure than their Staff and/or Students shall comply with the immigration requirements of the country of the host institution and have, before their stay in the host institution, the following insurances:

- A personal civil liability insurance covering any personal actions that might cause loss or injury to the Staff of the host institution or to third parties during their stay in host institution.
- An adequate health and accident insurance. In any case, the medical, hospital and surgical costs, medical evacuation and repatriation coverage must be included.

The Parties undertake to provide a copy of these insurances to the other Party before the exchange or visit.

3. CONFIDENTIALITY:

3.1 As used in this Memorandum the term "Confidential Information" shall mean any information whether of financial, commercial, scientific, or technical nature disclosed, Intellectual Property, Background or other property, anything else provided by one Party to the other in any form on a confidential basis by the disclosing Party to the receiving Party under this Memorandum or each Specific Agreement signed at the appropriate time, provided, however, that information disclosed by the disclosing Party hereunder shall not be Confidential Information if:

- it is already in the public domain by publication or otherwise or becomes available to the public through no breach of this Memorandum by the receiving Party ; or
- It is in the receiving Party's possession prior to receipt from the disclosing Party as proven by its written documents ; or
- It is disclosed to the receiving Party by a third party without breach of any obligation of confidentiality.
- it was developed independently, and in good faith, by their members of his institution who did not have access to the Confidential Information;
- it had to be communicated to comply with applicable laws or regulations or with a court of administrative order provided that insofar receiving Party shall have informed the disclosing Party of such need and shall have complied with the disclosing Party's reasonable instructions designed to protect the confidentiality of such information;

3.2 Nothing in this Memorandum shall be construed as compelling a Party to disclose any Confidential Information to the other Party.

3.3 The Confidential Information, all copies thereof and all rights thereto, shall remain the exclusive property of the disclosing Party.

All Confidential Information, whether original or copies thereof shall be promptly returned to the disclosing Party on receipt of the disclosing Party's written request.

3.4 The receiving Party undertakes during the term of this Memorandum and after the date of expiry or termination:

- to safeguard Confidential Information as it would use for its own proprietary information of like importance,
- to keep all documents bearing or incorporating any Confidential Information at its principal place of business at the address stated in this Memorandum,
- to keep all Confidential Information disclosed under this Memorandum separate from its own documents and records,

- to divulge Confidential Information to its personnel for internal evaluation purposes only and on a "need to know" basis,
- not to duplicate or otherwise reproduce Confidential Information except for such copies as the receiving Party may require for internal purposes as aforesaid, provided that all copies shall contain the same proprietary and confidential notices and legends as appear on the original Confidential Information,
- not to use Confidential Information for other purposes than those of this Memorandum,
- not to divulge Confidential Information to any third party or any other Party to this Memorandum for any purpose, unless and until expressly authorized in writing to do so by the disclosing Party,
- not to use, reproduce or store any information disclosed under this Memorandum in any externally accessible computer or electronic information retrieval system or transmit it outside of its principal place of business.

4. INTELLECTUAL PROPERTY:

The Parties acknowledge that nothing in this Memorandum or in each Specific Agreement signed at the appropriate time, shall be construed as granting either of them any rights in the Intellectual Property or know-how of the other Party.

Intellectual Property means, in particular, any patents, rights to inventions, copyright and related rights, design rights (registered or unregistered), database rights, topography rights, utility models, trademarks (registered or unregistered), plant breeders' rights, service marks, trade names, domain names, trade secrets, rights in Know-how, rights of confidence and any other intellectual or industrial property rights of any nature including all applications (or rights to apply) for and renewals or extensions or any of such right and all similar or equivalent rights or forms of protection which subsist now or will subsist from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above; Know-how" means all unpatented technical information, data and know-how which is not in the public domain including that relating to inventions, discoveries, improvements, concepts, methodologies, models, algorithms, studies, experiments, processes, tests, trials, analyses, protocols and assays and the results of any of them, processes, procedures, techniques and specifications, quality control and in whatever form or medium they are recorded, stored or captured whether written, electronic or otherwise;

5. COORDINATORS OF THIS MEMORANDUM:

For the coordination of actions arising from the present Memorandum, the Parties agree to appoint the followings persons: Deputy Vice presidency for Internationalization, Tel : (34) 915681694, fax: +34 915 681 509 and email: vai@csic.es by CSIC and Director of the International Office, Tel : +989111757058, fax: +98 1732225989 and email: fkhormali@gau.ac.ir. by GUASNR.

At any time, either Party can change the persons above by written notice to the other.



6. TERM AND TERMINATION:

6.1 This Memorandum of Understanding shall become effective from the date of the last signature and operate for a period of four (4) years. This Memorandum can be renewed for additional terms upon written consent of the Parties.

6.2 Notwithstanding any other provisions herein contained, either Party may forth with terminate this Memorandum by written notice to the other Party if either of the following events shall occur:

- In the event that it is agreed by all the Parties that there is no longer valid reason for continuing, the Parties may decide to terminate this Memorandum by mutual written Memorandum of their authorized representatives.
- By either Party giving to the other not less than ninety (90) days prior written notice to that effect, to expire at any time.

Notwithstanding what is laid down above, the activities that have been agreed by both parties through a Specific Agreement under the terms of this Memorandum and are being carried out at the time of notice shall be continued as stipulated until their completion.

7. GENERAL PROVISIONS:

7.1 If any provision of this Memorandum is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable then the remaining provisions of this Memorandum shall continue in full force and effect. The Parties shall negotiate in good faith to replace the invalid or unenforceable provision with a valid, legal and enforceable provision which has an effect as close as possible to the provision or terms being replaced.

7.2 Any amendment of the present Memorandum must be in writing and signed by the contracting Parties.

7.3 The Parties agree than any appendices, any amendments to it or any Specific Agreement are part of this Memorandum.

7.4 The provisions of this Memorandum relating to confidentiality, intellectual property, and governing law, shall not expire when this Memorandum ends.

7.5 The Parties shall not be entitled to act or to make legally binding declarations on behalf of any other Party. Nothing in this Memorandum shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

7.6 Any doubt or dispute arising from the interpretation and/or the execution of this Memorandum shall be settled amicably and by mutual agreement between the Parties' representatives.

Should such dispute continue to be unresolved any such dispute shall be finally settled by the National Court of the Party who would be the prospective defendant in legal action of the issue..

Notwithstanding the foregoing, as CSIC is a public body, in the event that the assets and rights affected were part of the Heritage of the Spanish State, like the Intellectual Property of CSIC, the

Parties agree to expressly waive to any jurisdiction that may be entitled to and hereby consent to the jurisdiction and venue of the Courts of the city of Madrid (Spain) and the applicable law will be the Spanish.

The Parties acknowledge and agree that each Party is subject to, and must comply with, laws that are applicable to such party in the jurisdiction in which it is located (e.g. penal laws and local regulation).

7.7 A free Spanish translation of this Agreement is provided at Appendix I. This English language version shall be the official version and shall govern if there is a conflict between this English language version and the Spanish translation.


7.8 All notices among the Parties in relation to this Memorandum may be made by international courier, certified mail with return receipt or facsimile (provided international courier or certified mail follows).

Notices made by international courier shall be deemed received by the addressee provided that the sender holds a copy of the delivery receipt furnished by the courier company. Notices made by certified mail shall be deemed received by the addressee provided that the sender holds a return receipt. Notices made by facsimile shall be deemed received by the addressee provided that (i) the sender holds a confirmation with the date and number of pages of the fax (ii) international courier or certified mail delivery has followed and (iii) the sender holds the adequate evidence of such delivery pursuant to this clause.

The present Memorandum of Understanding is made in 2 (two) copies by one for each Party

Be it so understood and agreed by the Parties on the later of the two dates written below:

For GORGAN UNIVERSITY OF
AGRICULTURAL SCIENCES AND
NATURAL RESOURCES:


Dr. Ali Najafinejad
President of GUASNR
Date:
Place: Gorgan



For AGENCIA ESTATAL CONSEJO
SUPERIOR DE INVESTIGACIONES
CIENTÍFICAS:


José Ramón Urquijo Goitia
Vice President of Organization and
Institutional Relations of CSIC
Date: 18.07.2017
Place: Madrid



APPENDIX A: Free Spanish translation of the Agreement