

**MEMORANDUM OF UNDERSTANDING  
FOR ACADEMIC COOPERATION**

**BETWEEN**

1. Kermanshah University of Medical Sciences, located at: Building No. 1, Shahid Beheshti Blvd., Kermanshah, Iran (hereafter referred to as "**KUMS**").

**AND**

2. G.B. Elyakov Pacific Institute of Bioorganic Chemistry, Far-Eastern Branch of the Russian Academy of Sciences, located at: 690022, Vladivostok-22, Prospect 100-let Vladivostoku, 159, Russia (hereafter referred to as "**PIBOC**").

**PIBOC** and **KUMS** are hereinafter referred together to as the "**Parties**".

***Preamble***

This Memorandum of Understanding is established and entered into by **KUMS** and **PIBOC** to foster mutual cooperation in scientific research, professional development training and the sharing of experience in using high-tech equipment.

**Clause 1. Status of the Memorandum**

Nothing in this Memorandum constitutes any relationship of employer and employee, principal and agent, or partnership or trustee between the Parties. Rather, it is designed to facilitate and develop a genuine and mutually beneficial exchange process and research relationship to the scholarly and scientific communities of both countries.

**Clause 2. Forms of Collaboration**

The Parties agree to establish the following activities, by mutual agreement, to promote mutual cooperation:

- Exchange of publications, academic (educational and research) materials, sources and technology transfer information.
- Co-hosting, participating and promoting opportunities for academic collaboration through conferences, symposia, seminars, workshops and academic meetings.
- Foster new avenues for research collaboration and joint research projects.
- Promote academic cooperation and the exchange of academic staff.
- Promote international excellence in research.

Before these activities can be implemented, both partners shall discuss the issues involved to the satisfaction of each Party and enter into specific activity agreements based on the mutually agreed objectives and outcomes of the relationship.

### **Clause 3. Term of Validity of the Memorandum**

This Memorandum shall take effect on the date of its signature for a period of five years till the date it is fully executed by both parties or until either party by three months written notice terminates this Memorandum. The Memorandum may be amended at any time by the written notice and mutual agreement between the parties.

### **Clause 4. Exclusive Rights**

1. For the object items of the Memorandum, of which the intellectual property rights on patents are retained or to be retained by **KUMS** and **PIBOC**. The Parties recognise the moral rights of each participant of the Memorandum and will use their reasonable endeavours to ensure that these rights are observed;
2. **KUMS** and **PIBOC** shall be responsible for maintaining national patents, as well as registration and maintenance of the exclusive rights for using the object items hereto.

### **Clause 5. Confidentially**

**KUMS** and **PIBOC** shall treat as confidential any counterpart's information acquired as a result of concluding the present Memorandum, and are not entitled to disclose the information to third person or parties.

### **Clause 6. Termination of the Memorandum**

1. The Memorandum may be discontinued by any of the Parties, providing that the Party formally notifies the other, at least 90 (ninety) days before this discontinuation in writing form.
2. Any such termination shall not affect projects already underway, except when both Parties jointly agree otherwise.

### **Clause 7. Revision of the Memorandum**

This Memorandum should be revised at the end of the period to evaluate the progress and quality of the mutual cooperation. The Memorandum may be renewed or extended by mutual consent of the participating parties. The amendments, once signed by authorised signatures will become part of this Memorandum.

### **Clause 8. Interpretation**

1. This Memorandum will be subjected to the laws and regulations in force of the respective countries and local governments. Nothing in this Memorandum shall be construed as being legally binding.

2. Any doubts as to interpretation of any provision of the present Memorandum or any matters which are stipulated in the Memorandum shall be resolved through mutual negotiations or, if the two parties fail to reach an agreement, by general commercial customs and practices.
3. The signatory officials agree that the parties are obliged to cooperate with each other's Ethical Review Boards (ERB).
4. In pursuit of promoting the visibility of the academic partnership of both institutions, **KUMS** and **PIBOC** agreed to upload the link of official website of other party on their website.

IN WITNESS WHEREOF, the parties hereto, **KUMS** and **PIBOC** shall prepare two (2) equally authentic copies of the Memorandum in English, in order to keep one copy per each Party under its responsibility.

On behalf of

Kermanshah University of Medical Sciences

Mahmoudreza Moradi, MD  
Chancellor

Signature



Date: 18.01.2019



On behalf of

G.B. Elyakov Pacific Institute of Bioorganic  
Chemistry

Dr. Pavel Dmitrenok  
Acting Director

Signature



Date: 01.03.2019

