Memorandum of Understanding/Letter of Intent

Between

VU University Medical Center (VUMC), Amsterdam,

Research Center for New Technologies in Life Science Engineering, University of Tehran (UTLSE) and

Cancer Research Center, Semnan University of Medical Sciences and Health Sciences (CRCSUMS)

The VU University Medical Center (VUMC), the Research Center for New Technologies in Life Science Engineering (UTLSE), University of Tehran and the Cancer Research Center, Semnan University of Medical Sciences (CRCSUMS) wish to establish a cooperative relation between them, especially in running joint projects of mutual interest. The Parties agree as follows:

1. Participating Parties

The participating Parties will be VUMC, The Netherlands on one side and the UTLSE and CRCSUMS, Iran on the other side.

2. Area

The area of cooperation includes, subject to mutual consent, any program offered by either of the participating parties as felt desirable and feasible on either side to foster and develop the cooperative relationship between the parties.

3. Methods

Cooperation shall be carried out, subject to availability of funds and the approval of each party, through such activities or programs as:

1. Joint clinical surgery, basic and clinical research activities, and conduction of projects on Regenerative Medicine, bone and hematological cancers and personalized medicine.
2. Participation in seminars and academic meetings

3. Exchange of academic materials and scientific information

4. Special short-term academic programs

5. Exchange of students and faculty members and scientific researchers

6. Facilitating joint publication of books and papers

7. Other activities as deemed mutually appropriate

The terms of such mutual cooperation and necessary budget for each program and activities shall be mutually discussed and agreed upon in writing by all parties prior to the initiation of the particular program or activity, and such program and activity shall be negotiated on a mutual basis.

4. Intellectual Property

The disposition of intellectual property created by the participating Parties in performance of this MOU will be under the University’s applicable policies and the following principles:

Disclosure: The participating Parties will disclose Intellectual Property from one to another to facilitate performance of the research and training activities of this MOU to determine appropriate measures to be taken regarding the Intellectual Property.

Ownership: Intellectual Property created in performance of this MOU shall be owned in accordance with the policies and procedures of the Party or the Parties whose personnel created such Intellectual Property.

Right to Use: Each participating Party will have a non-exclusive, royalty-free license to use the other participating Party’s Intellectual Property (a) in performance of the activities of this MOU, and (b) for research and teaching purposes. Any other use will be subject to negotiations for a license agreement with the owner(s) of the Intellectual Property of interest.

5. Principles

All Parties assert that participants under this MOU are committed to non-discrimination policies and their decisions on their activities or hiring employees will be solely on the basis of merit without regard to race, national or ethnic origin, color, religion, age, gender, marital status or physical handicap. The VU University Medical Center, the Research Center for New Technologies in Life Science Engineering and the Cancer Research Center, Semnan University of Medical Sciences will each accept the partners selected by the other party if mutually acceptable academic and/or professional qualifications and standards are
met. All participants will be treated in the same non-discriminatory manner in carrying out the provisions of this MOU, subject to the provision of the policies and requirements of each of the Parties. Any breach of these Principles will be considered as grounds for terminating this MOU.

6. Effective Date and Length of Agreement of Cooperation

This MOU will remain in force for a period of one years, and any amendment and/or modification of its content will require written approval of the Chief Executive Officer or any person authorized to do so on his/her behalf of each contracting Parties and shall be appended hereto. After the initial one year period, this MOU may be renewed automatically unless any of the Parties informs the other in a written notice at least 20 days before the date of expiration.

This MOU shall take effect when signed by all participating parties.

7. Addresses of the Parties of this MOU

The Research Center for New Technologies in Life Science Engineering:
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VU University Medical Center:
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Dr. GhassemAmoabediny

Director

The Research Center for New Technologies in Life Science Engineering,
University of Tehran, Tehran, Iran

Date: ____________

Prof. Tymour Forouzanfar, MD, DDS, PhD
VUMC
Dept. Oral & Maxillofacial Surgery/Oral Pathology
Amsterdam, The Netherlands
Date: 20/11/17

Parviz Kokhalei, MSc. PhD
Head of the Cancer Research Center
Semnan University of Medical Sciences and Health Services,
Semnan, Iran
Date: 20-09-2017