



Memorandum of Understanding (MOU)

for RESEARCH, DEVELOPMENT and TRAINING collaboration

between

The Pasteur Institute of Iran, Islamic Republic of Iran

and

All-Russia Research Institute of Agricultural Biotechnology, Russia

This Memorandum of Understanding and Agreement (MOU), effective upon the date of execution by the last party to sign ("Effective Date"), is entered into by and between **the Pasteur Institute of Iran** (the IPI) and **All-Russia Research Institute of Agricultural Biotechnology** (ARRIAB).

INTRODUCTION

WHEREAS, the IPI and ARRIAB have demonstrated research, production and education expertise in many fields of biology, medicine and biotechnology and are interested in establishing partnerships for the development of further activities in the fields of interest; and

WHEREAS, the IPI is committed to strengthening its recognized role as a major national research center through increased interaction with internationally recognized research institutes and laboratories, such as ARRIAB. ARRIAB seeks to foster scientific creativity and productivity, leading to improved competitiveness and productivity through increased contacts between its staff and the faculty, graduate students and undergraduate students of international major research network participants, such as the IPI; and

WHEREAS, this MOU will establish a mechanism for the Parties to plan cooperative research, R&D, production and educational activities; it is the intent of the director of the IPI

and the director of ARRIAB to foster and expand the ties and cooperation between the two institutions through this MOU. This document provides the general structure and principles to facilitate a relationship between the two institutions and is not intended to interfere with or alter relationships between researchers and scientists within each institution;

and WHEREAS, each Party to this MOU recognizes the unique expertise of the other; and NOW THEREFORE, the undersigned Parties agree as follows:

I. AUTHORITIES. The Parties represent that they are each authorized under the local national laws to enter into an MOU where such MOU promotes its objectives and mission.

II. OBJECTIVES. The objectives of this MOU are:

1. To allow the Parties to plan collaborative research, educational, and training activities of mutual interest.
2. Where appropriate and as mutually agreed upon, to jointly seek sources of external support to fund these planned collaborative efforts.
3. To make available to the public, other researchers and faculty those facts, methods and new findings that are discovered through that research, and to share specialized scientific equipment, physical facilities and support services in ways that will expand and provide more cost effective research and education for the Parties.

III. ACTIVITIES. In furtherance of the above objectives, the Parties agree that each will do the following:

1. Appoint a Coordinator to assist in developing and planning collaborative research, production, educational, and training projects. Each party will identify the name and contact information for its Coordinator.
2. Continue to provide salaries, benefits, and travel costs of employees during such time as they are involved in planning collaborative activities in accordance with its standard policies and as budgetary considerations permit.
3. As specific collaborative research, production, educational and training activities are identified and the roles of each Party are agreed upon, those collaborative efforts will be specified to writing as contracts and signed by the Parties. Any collaborative research agreements arising from this MOU will include, but not be limited to, provisions setting forth the approved budget, specific financial and administrative arrangements, a description of the scope of work to be performed, the rights to intellectual property arising from the collaborative research efforts and the right to publish.
4. Cooperation in education, training and research. The IPI and ARRIAB agree that cooperation in research collaborations and worker and faculty exchanges would be mutually beneficial. The areas of cooperation may include, subject to mutual consent, any desirable and feasible activity that would meet the goals of each institution. Such interaction may include cooperation in a variety of joint academic, R&D and production activities such as:
 - joint research projects and publications, including work by academic staff and PhD students at the partner institutions;
 - joint degree programs;

- Cooperation in academic and research programs in nanotechnology and biotechnology, including the joint PhD program in Biomedical Research and Biotechnology between IPI and ARRIAB.
- faculty staff and student exchanges;
- joint conferences and workshops;
- team taught courses, including online courses; and
- Visits by faculty, professional staff, and PhD students.

In order to facilitate faculty and PhD student exchanges between the IPI and ARRIAB, the following section provides specific procedural information under which the exchange of students between the two institutions will take place.

Each exchange may be for the duration of one academic year, one academic semester, or one intensive course, normally four-weeks in length.

Whenever possible, courses will be team taught by one faculty member from ARRIAB and one faculty member from the IPI. Courses may be taught at the IPI, at ARRIAB, or concurrently at both premises through online capabilities.

[Note: International staff studying or working in Iran and Russia must comply local immigration regulations and will be required to purchase health insurance to meet certain standards.]

If two academic members from each institution are engaged in collaborative research projects, doctoral students at one institution may visit and work in the lab of the member at the other institution and incorporate the work done as part of their dissertation research. When connected to funded research projects, the host institute will endeavor to provide a stipend for the visiting doctoral student.

Responsibilities and costs of institutions for academic exchanges, workshops and intensive courses will be defined by special negotiation and documented as an annex to this MOU. The parties may enter into specific written agreements whenever appropriate to clarify and define the nature, extent, and terms of operation for the proposed collaborations, including intellectual property ownership and funding issues. Any agreement entered into by these two institutes will require the approval of appropriate officers from each institution. All agreements and activities covered under this MOU or entered into by the parties must comply with all applicable laws and regulations, including all IRI and Russia export control laws and regulations.

For agreed upon activities, both institutions will make available their facilities and staffs.

IV. ADMINISTRATION OF SPECIFIC COLLABORATION PROJECTS.

The IRI and ARRIAB understand that this MOU cannot detail how any one collaborative effort will be implemented, administered, or funded, in the light of the breadth and variety in form and substance of the anticipated collaborations. As a result, ARRIAB and the IPI acknowledge that they will need to enter into separate subsidiary agreements for each collaboration. Subsidiary agreements will address the scope of work; each Party's

contributions and obligations to the project; the administration, coordination, and implementation of the project; the respective rights of each Party to own, use and license intellectual property that is developed in the course of the collaboration, and other issues mutually agreed to by the Parties.

1. The terms and conditions of subsidiary agreements will be consistent with this MOU and, with respect to collaborative projects between ARRIAB and the IPI, will provide that:
 - any intellectual property conceived of during a particular project solely by employees of ARRIAB shall belong to ARRIAB;
 - any intellectual property conceived of during a particular project solely by employees of IPI shall belong to IPI, and
 - any intellectual property conceived of during a particular project jointly by employees of IPI and ARRIAB shall be jointly owned by IPI and ARRIAB.

2. Any researchers, scientists and faculty of ARRIAB and the IPI may initiate discussions on collaborative projects, but, only those persons authorized by ARRIAB and the IPI shall have authority to execute agreements committing their participation in particular collaborative projects.

3. By negotiation of the Parties and in accord with international partnership policy, other government- and privately-owned research centers and companies may be invited to take part and/or to assist in collaboration projects. The role and conditions of their assistance shall be agreed to and specified as a written amendment to this MOU, effective when signed by both Parties.

V. COLLABORATION PROJECTS

Collaboration Projects cover a range of areas that include the sharing of data and services (such as access to company research facilities, screening of compounds, hosting of scientists) as well as other forms of expertise. The most recently planned collaboration agreements are presented below.

Year	Provider	User	Assistant	Research/Development/Training Description
2016	ARRIAB	IPI	Syntol Co. and Kimia Sehat Pasargard Co. (KSP)	Workshop on "Full-Range Molecular TB-Diagnostics: Application of the Syntol Real-time PCR Kits & Equipment in Order to upgrade TB diagnosing in lab network"
2016	ARRIAB	IPI		Joint R&D on bacteriophages usage for treatment of lung infectious diseases

VI. REVIEW and AMENDMENTS. In order to assure progress in attaining the goals described in this MOU, it is agreed that the director of the IPI and the director of ARRIAB, or their designated representatives, will annually review the scope and

progress of cooperative activity between their institutions and policies and programs related to this MOU.

The terms of this MOU may be amended only by written mutual agreement, effective when signed by the Parties.

VII. TERM AND TERMINATION. This MOU will be valid for five (5) years unless terminated by one of the Parties. Either institution may withdraw from this MOU provided written notification of the withdrawal is given to the other institution at least three (3) months prior to the desired withdrawal date. This MOU may be renewed for another period of five (5) years upon mutual written consent of the two institutions before the expiration date.

VIII. LIABILITY. The liability for any injury, damage or loss to persons or property arising in the performance of this MOU and caused by the negligence of the employees, agents and representatives shall be governed by the local laws.

IX. NOTICE. This MOU is made in English and each institution will have a copy of the agreement in that language. This MOU will take effect on the date the signatures of the university officials are affixed to this document. Any notice required to be given under this MOU shall be in writing and deemed to have been delivered or sent by mail to the party's address given below. A party may change the address for notice purposes by sending a notice of change of address in conformity with this paragraph.

X. USE OF NAME The Parties agree not to use each others names in any advertising or other form of publicity without the prior written consent of that Party. However, the Parties agree in advance that each may use the name of the other in announcing this MOU.

The following authorized individuals have signed the present MOU on behalf of their respective institutions:

IAKOV ALEKSEEV

MOSTAFA GHANEI

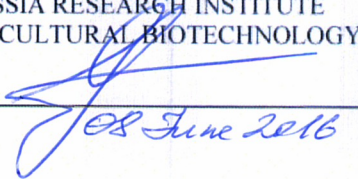
DIRECTOR

DIRECTOR

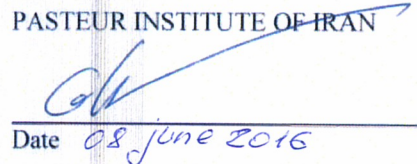
ALL-RUSSIA RESEARCH INSTITUTE
OF AGRICULTURAL BIOTECHNOLOGY

PASTEUR INSTITUTE OF IRAN

Date


08 June 2016

Date


08 June 2016