

Memorandum of Understanding

establishing a cooperation

between

Department of Surveying and Geomatics engineering,

College of Engineering, University of Tehran

and

Helmholtz-Zentrum Potsdam, GFZ German Research Center for

Geosciences, Department 1, Section 1.4 – Remote Sensing

Telegrafenberg, 14473 Potsdam, Germany

- Hereinafter together referred to as Parties and separately referred to as Party-



(1) Preamble

This Memorandum of Understanding (MoU) establishes research co-operation between Department of Surveying and Geomatics Engineering, College of Engineering, University of Tehran (UT) and the Remote Sensing Section (1.4) of the Helmholtz-Center Potsdam, GFZ German Research Center for Geosciences representing the two Parties of this MoU.

It is agreed that, subject to the conditions of this MoU, research collaboration will be initiated in fields of common expertise and interest related to research in Remote Sensing based analysis of natural hazards and resources, aiming to build a long-term strategic partnership between both Parties.

This MoU sets out the basic terms of the proposed collaboration between the Parties and is not intended to be exhaustive. It neither constitutes a legally binding contract nor gives rise to any legally enforceable rights or obligations.

(2) Joint Research Topics

Both Parties agree to cooperate on areas of mutual interest and benefit within the scope of resources available to each Party and within any export control rules that may apply. The specific areas of cooperation and the topics for collaboration in Remote Sensing based analysis will be agreed between the Parties through detailed discussions.

Examples of research fields for the proposed cooperation are natural and man-made hazards which will be investigated in the framework of ongoing and future satellite remote sensing missions, such as TerraSAR-X, TanDEM-X, RapidEye, Sentinel-1/2 and EnMAP. The planned research will be based on interdisciplinary cooperation aiming at investigating the potential of satellite remote sensing for assessing and monitoring environmental conditions and resources in Iran.

The range of future activities is not limited to those mentioned above. Any other cognate field of cooperation identified and approved jointly can be included in the Memorandum of Understanding as a supplementary document.

(3) Fields of Cooperation

The programs to be initiated through this MoU are based on a spirit of cooperation and reciprocity and will be of balanced benefit to both Parties. The MoU will focus primarily on the following elements:

a) Exchange visits

The Parties agree to host exchange visits as considered necessary to promote and co-ordinate the research activities. The timing and extent of such visits shall be agreed in advance by the hosting party. Unless otherwise agreed in advance, each Party will cover its own costs. However both Parties will support each other in seeking external sources of funding for such visits whenever possible.



b) Joint research projects

A program of joint research will be developed and agreed between the Parties based upon above named topics of mutual interest and carried out in conjunction with ongoing research and operational activities of both Parties. This program will include specific research topics, plans for related field work in Iran as well as agreements about data and information exchange in the frame of the joint research program. Topics for joint research projects may be proposed by either Party and agreed depending on mutual interest and available resources of the Parties.

(4) Funding

It is envisaged that each Party will manage its own costs and will seek to share the benefits gained through the cooperation.

In principle, it is the obligation of each Party to pay for the commitments they make under this agreement.

The implementation of this agreement shall be subject to annual budget availability of the Parties, as well as the laws that are in force during the term of this agreement.

The Parties may, jointly or individually, obtain funds to finance these activities from public or private organizations, national or international agencies.

(5) Intellectual property – Ownership of the results

Both Parties will respect and undertake appropriate protection of intellectual property rights.

All background intellectual property used in connection with any collaboration activity shall remain the property of the Party introducing such background intellectual property.

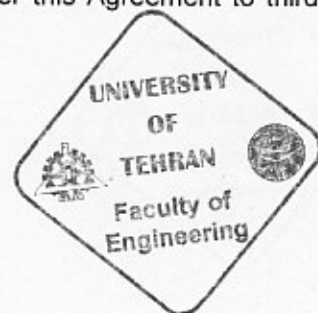
Any Intellectual Property Right resulting from the cooperation, shall accrue to the party with which it has originated and whose employees rendered the specific performance.

If employees of both Parties are involved in the development process the results will be owned jointly corresponding to the extent of involvement. In the case of an invention, Parties shall agree on the modalities of securing by protection rights (in particular applicant, costs and division of income). Parties shall come to an agreement with each invention as to which of them is to be regarded as co-inventor(s). If Parties' contributions are regarded as being equivalent, the claims to remuneration for the mutual granting of rights shall be deemed settled. Parties shall agree separately on the scope of the granting of rights.

As long as not otherwise agreed and if possible with regards to third party's rights, Parties may use the results of the cooperation free of charge for research activities, even if they are the objects of protection rights. This right of utilization shall be non-exclusive, non-transferable and not subject to granting of sub-licenses.

(6) Confidentiality

Subject to the governing law of each Party's jurisdiction regarding public records, the Parties agree not to use or disclose confidential information or results obtained under this Agreement to third parties without the prior authorization in writing by the other Party.



(7) Commercialization

Any commercial potential exploitation of the outcome of this collaboration shall be negotiated through separate agreements but with regard to the intellectual property rights of Parties to this MoU and for balanced mutual benefit.

In each specific agreement to be executed, where economically significant results are expected, a clause stating the safeguarding of the results ownership and setting the distribution of eventually obtained benefits between the Parties and among the authors of communicated results, shall be included.

(8) Duration

This MoU will commence at signing by both Parties and remains valid for a period of three years. It will continue for another three years if not stated otherwise in writing at least 6 months before the end of the first term.

(9) Early termination

This Agreement may be terminated without cause by either Party by giving at least six months notice in writing to the other Party.

The termination does not entitle any of the Parties to claim compensation of any kind.

If there is work in progress, the Parties undertake all effort to maintain the agreed level until the completion of running activities. This may be pending on the condition that sufficient resources are allocated.

(10) Miscellaneous

Any alteration of the Memorandum of Understanding shall be agreed upon jointly by the two Parties and shall be expressed in writing in the form of an appendix.

This Memorandum of Understanding is made in four equally authentic copies in English, two for each of the signing Parties.

Both Parties undertake to exchange agreed information in a timely manner. All communication between the Parties, including the training courses and research projects, shall be in English language. The preferred mode of communication shall be e-mail and the two Parties are nominating the following people as key point-of-contact:



GFZ: Prof. Dr. Dr. h.c. Reinhard F. J. Hüttl Chairman of the Board and Scientific Executive Director Helmholtz-Zentrum Potsdam, DeutschesGeoForschungsZentrum GFZ Telegrafenberg, A17 14473 Potsdam, GERMANY Tel.: +49 331 288 1000 Fax: +49 331 288 1002 Huettl@gfz-potsdam.de	University of Tehran: Prof. Mahmood Kamarei Dean, College of Engineering University of Tehran Tehran, Iran Tel.: +98-21-66409774 Fax: +98-21-66461024
---	--

The Parties shall promptly consult, at the request of either of them, on any question arising out of the interpretation or application of this MoU. Any disputes concerning the interpretation or application of this MoU shall be settled by friendly consultation between the Parties.

Both Parties will respect and be bound by the laws of the Parties' countries when staying in that country.

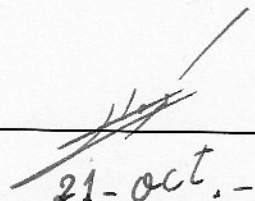
(10) Signatures

For GFZ:


 Signature: Prof. Dr. R. Hüttl Dr. St. Schwartz
 Executive Board
 Date: 1 6. Dez. 2014

HELMHOLTZ CENTRE POTSDAM
 GFZ GERMAN RESEARCH CENTRE
 FOR GEOSCIENCES
 Telegrafenberg
 14473 Potsdam

For UT:


 Signature: _____
 Date: 21-oct.-2014

