

Memorandum of Understanding

between the

**Department of Surveying and Geomatics Engineering, College of
Engineering
University of Tehran, Tehran, Islamic Republic of Iran**

and the

**Department of Earth and Environmental Sciences, Faculty of
Geosciences
Ludwig-Maximilians-Universität München, Munich, Germany**

ARTICLE 1

Purpose of the Agreement

(1) The Department of Surveying and Geomatics Engineering, College of Engineering, University of Tehran and The Department of Earth and Environmental Sciences, Ludwig-Maximilians-Universität München wish to establish relations between the two institutions and agree to cooperate with each other.

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 geodesy and tectonics, aiming to build a long-term strategic partnership between both Parties.

The terms of cooperation for each specific activity implemented under this MoU will be subject to separate agreements. Any such agreements entered into will form appendices to this MoU.

(2) This MoU is not intended to be a legally binding document. Rather, it is meant to describe the nature and cooperative intentions of the institutions involved and to suggest guidelines for cooperation. Nothing, therefore, shall diminish the full autonomy of either institution, nor may any constraints be imposed by either upon the other.

(3) It is thereby understood that the partner universities will incur no financial liabilities.

(4) 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 active tectonics and geodesy will be agreed between the Parties through detailed discussions.

Examples of research fields for the proposed cooperation are geological mapping and rock sampling, tectonic geomorphology, active tectonics and applications of space geodesy in studying

and modeling recent and present day crustal motions. The planned research will be based on interdisciplinary cooperation aiming at investigating crustal motions 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.

(5) 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 coordinate 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.

(6) Funding

The implementation of this agreement shall be subject to the availability of funding, 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.

Parties seek to share the benefits gained through the cooperation.

(7) 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.

(8) 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.

(9) 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.

ARTICLE 2

Program Representatives

Each institution shall designate a program representative to develop and coordinate the specific activities agreed upon.

Program Representative University of Tehran	Program Representative LMU Munich
Prof. Dr. Mahmood Kamarei	Prof. Dr. Anke M. Friedrich
College of Engineering	Department of Earth and Environmental Sciences
Tehran, Iran	Luisenstr. 37, 80333 München, Germany
	friedrich@lmu.de +49 (0) 89 / 2180 6512

Notification of any change in liaison officers may be made by letter without amending the MoU.

ARTICLE 3

Renewal, Termination and Amendment

(1) This MoU shall remain in force for a period of three years from the date of the last signature. The MoU may be amended or extended for another three years by mutual written consent of the two parties.

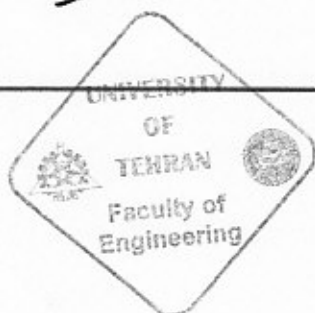
(2) The MoU may be terminated by either party giving six months notice to the other party in writing, unless an earlier termination date is mutually agreed upon.

(3) If the MoU is terminated neither party shall be liable to the other for any monetary or other losses that may result.

Signed on

for University of Tehran

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Prof. Dr. Mahmoud Kamarei
Head, College of Engineering



For LMU Munich

..... 25.2.2015
Prof. Dr. Anke M. Friedrich
Program Representative

..... 27.2.2015
Prof. Dr. Ralf Ludwig
Dean, Faculty of Geosciences

Duly noted by

International Affairs

..... 03.02.15
Dr. Stefan Lauterbach, Director