

Memorandum of Understanding Between
the Faculty of Applied Science and Engineering,
University of Toronto (Canada)

And

the Faculty of Engineering, University of Tehran (Iran)

The Faculty of Applied Science and Engineering, University of Toronto and the Faculty of Engineering, University of Tehran wishing to intensify the existing cooperative relations between the two institutions, especially to develop academic and cultural interchanges through mutual assistance in the areas of education and research, agree as follows:

1. Participating Parties

The participating parties will be the Faculty of Applied Science and Engineering, University of Toronto, and the Faculty of Engineering, University of Tehran.

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 two institutions.

3. Methods

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

1. Joint research activities (including exchange of faculty members and research students)
2. Participation in seminars and academic meetings
3. Exchange of academic materials and other information
4. Special short-term academic programs
5. Exchange of Students

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

Each institution will designate a coordinator to develop and implement specific activities or programs.

4. Intellectual Property

The disposition of intellectual property created by the participating parties in performance of this Memorandum of Understanding will be guided by that 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 Memorandum of Understanding and to determine appropriate measures to be taken regarding the Intellectual Property.

Ownership. Intellectual Property created in performance of this Memorandum of Understanding ("Intellectual Property") shall be owned in accordance with the policies and procedures of the party or 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 Memorandum of Understanding activities, and (b) for research and teaching use. Any other use will be subject to the negotiation of a license agreement with the owners of the subject Intellectual Property.

5. Principles

Implementation of this Memorandum of Understanding will be in accordance with the University of Toronto's Policy on International Cooperation. This policy states that participants under this Memorandum of Understanding will be selected on the basis of merit without regard to race, national or ethnic origin, colour, religion, age, sex, marital status or physical handicap. The University of Tehran and the University of Toronto will each accept the participants 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 Memorandum of Understanding, subject to the provisions of the policies and requirements of each of the institutions. Any violation of these Principles will be considered grounds for terminating this Memorandum of Understanding.

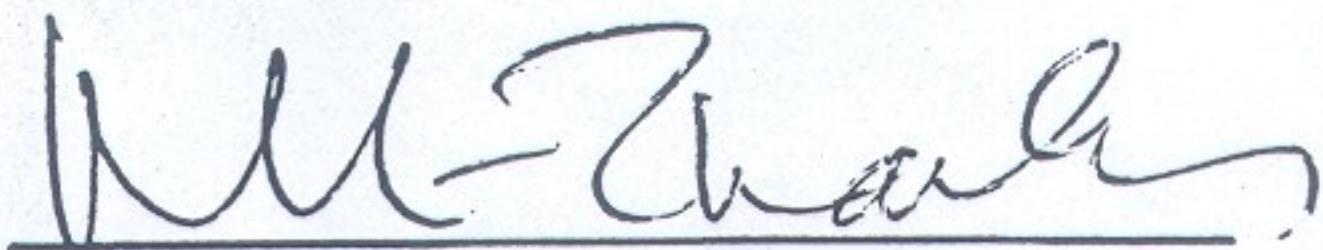
6. Effective Date and Length of Memorandum of Understanding

This Memorandum of Understanding will remain in force for a period of five years subject to the availability of funds, and any amendment and/or modification of the Memorandum of Understanding will require written approval of the chief administrative officer of each contracting institution and shall be appended hereto. After the initial five year period, this Memorandum of Understanding may be renewed by mutual consent.

Either party reserves the right to terminate this Memorandum of Understanding upon six months' written notice to the other.

This Memorandum of Understanding shall take effect when signed by each side:

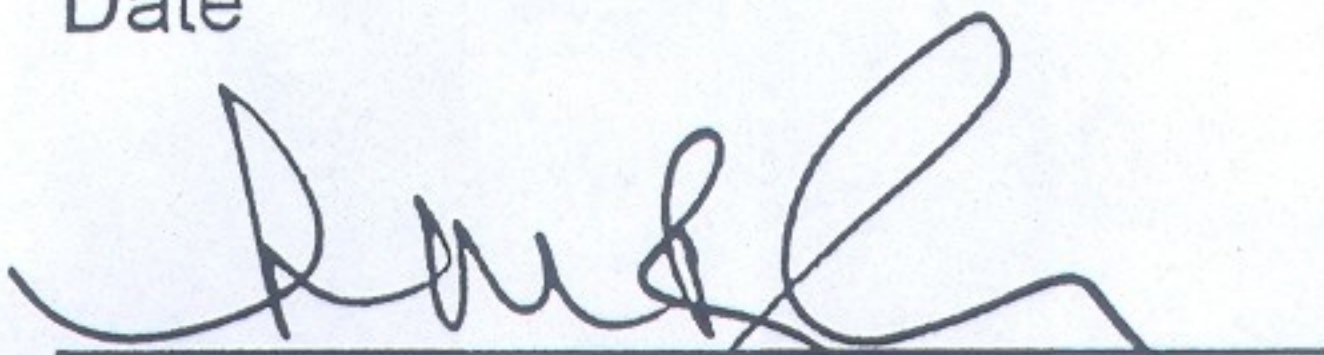
For the University of Toronto:



Professor Michael E. Charles
Dean, Faculty of Applied Science
and Engineering

March 31, 2000.

Date



Professor Heather Munroe-Blum
Vice-President, Research &
International Relations

April 5, 2000

Date

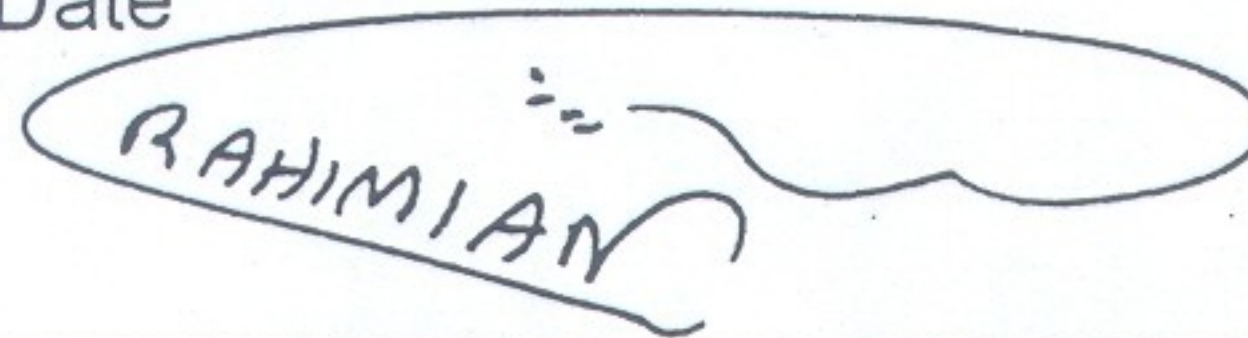
For the University of Tehran:



Professor R. Faraji-Dana
Dean, Faculty of Engineering

April, 25, 2000

Date



Professor Mohammad Rahimian
Vice-President, Research

May, 15, 2000

Date

heather.munroe.blum@utoronto.ca