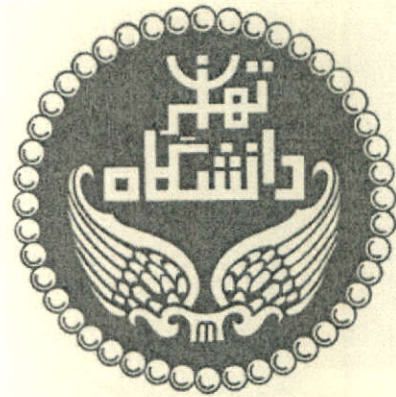




Faculty of Entrepreneurship
University of Tehran

MEMORANDUM OF UNDERSTANDING

Between

Faculty of Entrepreneurship
University of Tehran, I.R.IRAN

And

Faculty of Management, University of Technology, Malaysia

The parties involved are:

Faculty of Entrepreneurship, University of Tehran, 16th St.(Farshi Moghdam), North Kargar Ave, Tehran, I.R.IRAN

Tel: +9821 88339095

Fax: +9821 88339098

Website: www.ent.ut.ac.ir,

Email: Entrepreneurship@ut.ac.ir,

on one side hereinafter referred to as "Faculty of Management, University of Technology Malaysia",

and

....., P.O. Box.....,

Tel: +49 (0) 152 53488514

Fax:

Website: www.sept.uni-leipzig.de, www.in4in.net, www.smile.uni-leipzig.de

Email: dornberg@uni-leipzig.de

on the other side hereinafter referred to as "**the University**".

1. PREAMBLE:

- A. The Parties are desirous of setting out the basis for mutual cooperation particularly in the area Entrepreneurship Education.
- B. The Parties assure each other that their co-operation shall be based upon mutual trust and their performance is to achieve a sustainable relationship.

2. OBJECTIVES/AREAS:

The Parties agree that the objectives of the MOU are to initiate academic cooperation as described below:

- 2.1. Exchange of professors and students for the purposes of research, teaching and instruction;
- 2.2. Joint research and teaching activities;
- 2.3. Joint participation in course development and delivery;

- 2.4. Joint master and Ph.D. programmes;
- 2.5. Providing opportunities for sabbatical leave;
- 2.6. Organizing short-term training courses in the area of entrepreneurship and entrepreneurship-related disciplines; and
- 2.7. Organizing joint seminars, conferences, symposia and workshops;
- 2.8. Other activities as deemed mutually appropriate.

3. Intellectual Property

- 3.1. The parties will disclose the Intellectual Property to each other to facilitate performance of the research and training activities of this MOU.
- 3.2. The Intellectual Property created in performance of this MOU shall be owned by the parties whose personnel have created such Intellectual Property, in respect of the policies of such party. Parties will determine appropriate measures in order to protect possible Intellectual Property Rights.
- 3.3. Each party will have a non-exclusive, non-transferable, royalty- free license to use the other party's Intellectual Property only for the aim of the research in performance of the MOU activities. For any other use, the parties will have to the negotiate a license agreement.

4. Principles

Both parties agree that the principles in this Memorandum of Understanding will be selected on the basis of the merit without regard to race, nationality or ethnic origin, color, religion, age, sex, marital status or physical handicap and both Universities 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, being subject to the prevailing policies and requirements of each institution. Any violation of these principles will be considered as grounds for terminating this Memorandum of Understanding.

This Memorandum of Understanding is governed by current Italian trial and substantive law. Any controversy on the interpretation and execution of the present agreement will be submitted to an Commission composed of one representative from each party and one chosen by common consent.

5. Methods of implementation:

- 5.1. The Parties shall undertake to prepare detailed arrangements for the implemtation and development of specific activities of the programme within the framework of this

MOU through meetings, exchange of letters and other formal instruments. Each Party shall identify its area of activities and shall be responsible for coordinating the implementation of the said area of the activities.

- 5.2. Each Party shall assign a person to be in charge and responsible for the implementation, negotiation and managing changes of the activities and maintaining compliance with this MOU. The individuals responsible for coordinating the activities are:

For the Faculty of Entrepreneurship, University of Tehran

(Name, surname and coordinator ID)

For the University of Ferrara : (As above)

- 5.3. The Parties shall ensure that all activities identified for implementation or described in the schedules thereto comply with all applicable laws and principles in force in the countries of both parties.
- 5.4. This MOU will take effect from the date of ratification by both parties and will be valid for a period of five (5) years unless otherwise terminated in accordance the provision set forth in this MOU.
- 5.5. This MOU may be renewed by either Party by giving to the other Party not less than three (3) months a written notice before it expiration date.
- 5.6. The provision of this MOU may be modified or amended by mutual agreement in writing by the Parties and may be terminated by either Party by giving three (3) months' prior written notice to the other Party. However, any program or activity that has been approved and in progress at the time of termination of this MOU shall continue to be carried out until its schedule completion, unless otherwise agreed upon in writing by both Parties.
- 5.7. The Parties shall at all times keep confidential and shall not disclose to any third party, person or individual any confidential information acquired or discovered by either Party in connection with the performance of this MOU unless otherwise authorized in advance in writing by either Party.
This MOU shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.
- 5.8. The Parties hereby agree that this MOU is not conclusive and/or exhaustive and shall not bind the Parties hereto. Instead this MOU outlines the general understanding and framework for mutual cooperation between the parties and is intended to pave the way enter into formal Agreement/Agreements when the time is deemed to be proper.

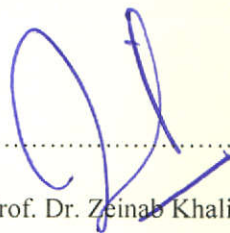
6. Insurance and Liability:

SIGNED by:

For and on behalf of

Faculty of Management

University of Technology Malaysia



Prof. Dr. Zeinab Khalifa

Dean, Faculty of Management, University of Technology

Date:

SIGNED by

For and on behalf of

Faculty of Entrepreneurship,

University of Tehran



Mohammad Reza Zali, PhD.

Dean of Faculty of Entrepreneurship, University of Tehran

Date:

19 Dec, 2016