

Ostfalia
Hochschule für angewandte
Wissenschaften



Faculty of Entrepreneurship
University of Tehran

MEMORANDUM OF UNDERSTANDING

Between

FACULTY OF ENTREPRENEURSHIP
UNIVERSITY OF TEHRAN, I.R.IRAN

And

OSTFALIA UNIVERSITY,
GERMANY

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 "the Faculty",

and

Ostfalia University, Entrepreneurship Center, Am Exer 2d, 38302 Wolfenbuettel

Tel: ++49 5331-93933140
Website: www.entrepreneurship-center.de
Email: r.asghari@ostfalia.de

on the other side hereinafter referred to as "Ostfalia " .

1. PREAMBLE:

- A. The Parties are desirous of setting out the basis for mutual cooperation particularly in the area of 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:

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

- 2.1.1 Exchange of professors for the purposes of research, teaching and instruction;
- 2.1.2 Joint research and teaching activities;
- 2.1.3 Joint participation in course development and delivery;
- 2.1.4 Joint Master programmes with double degree;
- 2.1.5 Providing opportunities for sabbatical leave;
- 2.1.6 Organizing short-term training courses in the area of entrepreneurship and entrepreneurship-related disciplines; and
- 2.1.7 Organizing joint seminars, conferences, symposia and workshops;
- 2.1.8 Other activities as deemed mutually appropriate
- 2.1.9 Organizing minor Techno-Entrepreneurship.

- 2.2 In each year of this MOU, **Ostfalia** reserves the right to limit the number of applications from the Faculty, where **Ostfalia** shall consult with the Faculty, in relation to such numbers. Details of student exchange shall be defined in a separate annex.

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. The parties here to shall determine appropriate measures in order to protect possible intellectual property rights.
- 3.3 Any intellectual property rights owned by a Party before the date of this MOU and during the term of this MOU will remain the property of that Party. Nothing contained in this MOU will affect the absolute ownership rights of any Party in such Party's intellectual property rights. For the avoidance of doubt, no licences are granted under this MOU.
- 3.4 In the event that either Party wishes to use the name and/or logo of the other Party for any purpose, including without limitation for the purposes of marketing or recruitment, such Party shall obtain the prior written consent of the other Party for such purpose.
- 3.5 Each of the Parties shall not publish any marketing materials relating to this MOU without the prior written consent of the other Party and undertake that the wording for any marketing materials shall be agreed jointly between the Parties prior to their use.

4. Principles

- 4.1 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, colour, 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.
- 4.2 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.
- 4.3 Any disagreement on the interpretation and execution of the present instrument will be submitted to a Commission composed of one representative from each party and one chosen by common consent.

- 4.4 Each Party agrees to attempt to resolve in good faith, via negotiation, any dispute between them regarding the implementation of any ongoing collaboration. If a dispute arises that cannot be resolved by the two parties, it will be settled by an independent arbitrator.

5. Methods of implementation:

- 5.1 The Parties shall undertake to prepare detailed arrangements for the implementation 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 University of Tehran: Dr. Mohammad Reza Zali, Dean of Faculty of Entrepreneurship
For the **Ostfalia**: Professor Asghari, Chair holder of **Ostfalia**
- 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 If either party would like to renew this MOU, they are required to give a written notice to the other party no less than three (3) months before the 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 a 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 Each Party shall keep confidential and not disclose to any person or institution or organisation any confidential information acquired by each Party in connection with this MOU for a period of 3 (three) years after the end of this MOU, unless such information is already in the public domain and is required to be disclosed by law or any legal or regulatory authority, or the other party has previously received the prior written consent of the party for its disclosure.
- 5.8 The obligations of the Parties under this clause 5 shall continue following the expiry or termination of this MOU.

5.9 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.

5.10 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 for entry into formal Agreement/Agreements when the time is deemed to be proper.

6. Insurance and Liability:

6.1 The participants sent by one Party to the other must have both medical and accident insurance. This may be provided either by their home institution, according to its own regulations, or it may be directly set up by the interested person, through the stipulation of a policy with an insurance agency guaranteeing the above mentioned risks.

6.2 The Parties agree that each shall bear their own costs for any work under this MOU, save and except as agreed in writing between the Parties. For the avoidance of doubt, each Party shall meet the travel, insurance, accommodation and subsistence costs of their own staff involved in visits associated with this MOU.

6.3 Subject to any other arrangements in connection with specific agreements according to paragraph 5.1 any liability of the Parties towards each other shall be limited to acts or omissions of gross negligence or willful misconduct.

IN WITNESS WHEREOF the Parties hereto have caused this MOU to be signed in their respective names on the day and year written herein.

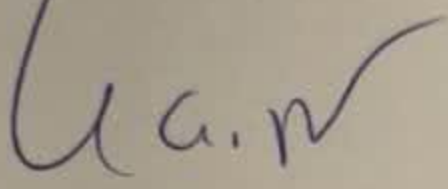
SIGNED by:

For and on behalf of

Ostfalia University

Prof. Dr. Rosemarie Kargar

President of Ostfalia University



Date:

16.04.2016

SIGNED by:

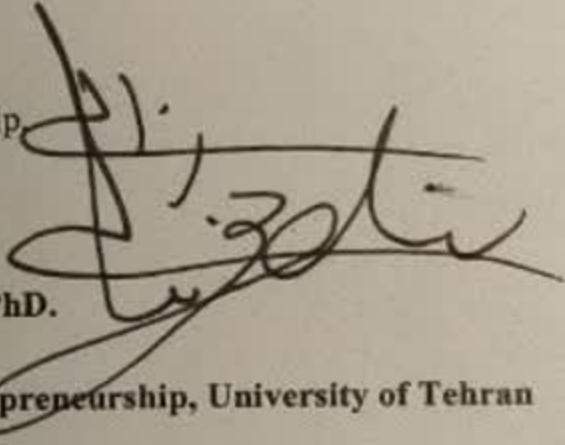
For and on behalf of

Faculty of Entrepreneurship

University of Tehran

Mohammad Reza Zali, PhD.

Dean of Faculty of Entrepreneurship, University of Tehran



2016.4.16

Date: