



Memorandum of Understanding

Between

Swiss Federal Laboratories for Materials Science and Technology, Empa,
Department of Engineering Sciences Represented by Dr. Peter Richner
CH-8600 Dübendorf, Switzerland

And

School of Civil Engineering, College of Engineering, University of Tehran, Tehran, Iran
Represented by Professor Dr. Soheil Mohammadi

This Memorandum of Understanding is an updated version of the documents signed on 21. August 2004, and 20 November 2013, respectively.

The Department of Engineering Sciences at Empa and the School of Civil Engineering, College 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 Department of Engineering Sciences at Empa and the School of Civil 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 provided, subject to availability of funds and the approval of each institution, through such activities of programs as:

1. Joint research activities, including exchange of scientific staff faculty and research students as well as joint PhD and MSC projects
2. Participation in seminars and academic meetings
3. Exchange of academic materials and other information
4. Special short-term academic programs
5. Other cooperation activities agreed between the parties

Each institution shall designate a coordinator to develop and implement specific activities or program.



4. Financing

No financial commitment is undertaken by the parties signing this agreement.

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 of activity, and such program and activity shall be negotiated on a mutual basis.

5. Intellectual Property

All information resulting from joint activities performed under this Memorandum of Understanding will be available to both parties unless other regulations are established.

6. Confidential Information

Any and all Confidential Information shall be in writing and marked "Confidential" or, if orally communicated, be identified as such at the time of communication and confirmed in writing to be confidential within 30 days after the disclosure of the Confidential Information by the disclosing Party.

The receiving Party agrees to accept the Confidential Information in confidence and not to disclose it to any third Party, nor use it for its own benefit without first obtaining a written consent from the disclosing Party.

The receiving Party further agrees to:

- disclose the Confidential Information only to its employees who require the information for the performance of their duties and who have agreed to be bound by the terms of this Agreement
- return forthwith any and all materials whatsoever containing Confidential Information received from the disclosing Party, including (but not limited to) all documents, plans, samples, drawings, specifications, notebooks, computer software and all copies made thereof, upon a written request by the disclosing Party.

The aforementioned obligations shall not be binding on the receiving Party with respect to any Confidential Information which:

- is demonstrably known to the receiving Party prior to the time of disclosure, or
- is or becomes known to the general public through no fault or other action of the receiving Party, or
- is obtained lawfully from a third party, who has not obtained such Confidential Information directly or indirectly from the disclosing Party under an obligation to keep it confidential

The receiving Party shall be bound by the provisions contained in this Agreement for a period of 2 years after termination of this agreement.



7. Principles

Implementation of this Memorandum of Understanding will be in accordance with the Policy on International Cooperation of the International Center for Numerical Methods in Engineering. 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 Department of Engineering Sciences at Empa 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 Parties.

Any violation of these Principles will be considered grounds for terminating this Memorandum of Understanding.

8. Effective Date and Term of Memorandum of Understanding

This Memorandum of Understanding will remain in force for a period of five years from the date of the last signature, subject to the availability of funds. Any amendment and/or modification of the Memorandum of Understanding shall require written approval of an authorized signatory of each Party and shall be appended hereto. After the initial five year period, this Memorandum of Understanding may be renewed by mutual consent.

The Parties inform the public with a common media communication about the cooperation.

Either Party reserves the right to terminate this Memorandum of Understanding upon six month's written notice to the other.

9. Follow-up Person

The Parties appoint Dr. Masoud Motavalli and Dr. Moslem Shahverdi, Assistant Professors at the University of Tehran, to follow up the development of the activities originating from this Memorandum of Understanding.

Dr. Motavalli and Dr. Shahverdi will at least once every year evaluate and report on the development of the activities.

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

Signatures overleaf



University of Tehran
Faculty of Engineering



Empa

Materials Science and Technology

Signatures:

For Empa

Department of Engineering Sciences
Laboratory for Structural Engineering

Prof. Dr. Masoud Motavalli
Head of Laboratory

13.02.2020

Date

For the University of Tehran:

School of Civil Engineering

Dr. Peter Richner
Head of Department

Feb. 26. 2020

Date

Prof. Dr. Soheil Mohammadi
Dean of School

March, 10 2020

Date