

This Memorandum of Understanding (hereinafter referred to as 'MoU') is made on this ____ day of _____ 2012

BETWEEN

Bandar Abbas School of Medicine (hereinafter referred to as "**BASM**"), whose address is at Bandar Abbas School of Medicine, Hormozgan University of Medical Sciences, Bandar Abbas, Iran and shall include its lawful representatives and permitted assigns, of the first part;

AND

ST. GEORGE'S HOSPITAL MEDICAL SCHOOL (TRADING AS ST. GEORGE'S UNIVERSITY OF LONDON), UNITED KINGDOM (hereinafter referred to as "**St. George's**"), an exempt charity whose address is **Cranmer Terrace, London, SW17 ORE, UNITED KINGDOM** and shall include its lawful representatives and permitted assigns, of the other part.

WHEREAS:-

- A. St. George's and BASM agree that they share common interests and that there will be mutual benefit from close collaboration and joint ventures in training, research, consultancy, programme development and the exchange of staff and study abroad opportunities for students.
- B. All articles of the agreement will have respect for the character, organisation, available resources and the corporate planning processes of each of the two organizations.

NOW THEREFORE the Parties hereby have reached an understanding as follows:

CLAUSE 1

GENERAL AREAS OF COOPERATION

- 1.1 The Parties agree to cooperate subject to availability of funds and the approval of St. George's and of BASM on activities or programmes which include but are not limited to:
- a) Students exchange
 - b) Academic staff exchange
 - c) Collaborative Research Projects
 - d) Joint consultancies
 - e) Any other areas of co-operation to be mutually agreed upon by the Parties from time to time
- 1.2 The terms of such mutual assistance and the resources required for each programme and activity that is implemented under the terms of this MoU shall be mutually discussed and agreed upon in writing by both Parties prior to the initiation of the particular programme or activity. Such programmes and activities shall be negotiated on a periodical basis.
- 1.3 The implementation of specific proposals will need to be negotiated on a case by case basis and be dependent upon the availability of resources.

CLAUSE 2

SCHEDULES

- 2.1 All schedules, if any, referred to herein shall form part of this understanding and shall be taken, read, construed as an essential part of this understanding.

CLAUSE 3

DURATION OF MoU

- 3.1 If no interactions have taken place under the terms of this MoU for one calendar year, this MoU shall terminate on 31 December of the first year.
- 3.2 A report shall be made by both institutions at the end of the second year of this MoU. The report may be made either jointly or through the exchange of reports outlining the activities completed in the previous years and those planned for the future.
- 3.3 This MoU will become effective upon signature by representatives of the two institutions and will be in effect for two years.

CLAUSE 4

RENEWAL, TERMINATION AND AMENDMENT

- 4.1 This MoU shall remain in force for a period of two (2) years from the date of the last signature, with the understanding that it may be terminated by either party giving six (6) months written notice to the other party.
- 4.2 This MoU may be extended by mutual consent of the two Parties.
- 4.3 In the event of the MoU being terminated, exchange students and staff shall be permitted to complete the period of study or research activities for which they are enrolled or assigned.

- 4.3 This MoU may be amended by the exchange of letters between the two institutions. Such amendments, once approved by both institutions, will become part of this MoU.

CLAUSE 5

FINANCIAL ARRANGEMENTS

- 5.1 This MoU shall not give rise to any financial obligation by one Party to the other.
- 5.2 Each party shall bear its own cost and expenses in the implementation of this MoU.

CLAUSE 6

CONFIDENTIALITY

- 6.1 The Parties undertake to observe confidentiality towards other Parties not concerned or connected with this MoU. Any confidential information disclosed to either Party (the Disclosing Party) pursuant to this MoU shall not without prior written consent of the other Party (the Receiving Party) be disclosed to a third party or be used for any purpose not expressly permitted in writing by the other Party.

- 6.1.1 The provisions of clause 6.1 shall not apply to such information as the Recipient can:

to the satisfaction of the Disclosing Party prove has been in its possession (other than under any obligation of confidentiality owed to the Disclosing Party) at the date of receipt; or

which becomes public knowledge otherwise than through a breach of an obligation of confidentiality owed to the Disclosing Party; or

is required to be disclosed by a court of law or government authority.

- 6.2 The confidentiality provisions apply to all Confidential Information exchanged in preliminary discussion and during negotiations relating to matters within the scope of this MoU. Both Parties agree to develop procedures for the disclosure and protection of their Confidential Information.

CLAUSE 7

SETTLEMENT OF DISPUTES

- 7.1 Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Memorandum of Agreement shall be settled amicably through mutual consultation and/or negotiations between the Parties through diplomatic channels, without references to any third party or international tribunal.

CLAUSE 8

NON - CONTRACTUAL NATURE OF RELATIONSHIP

- 8.1 Save for Clause 6, the Parties agree that this MoU represents the mutual understanding of the Parties and is not intended nor shall be deemed to be a contract and shall not give rise to any rights and liabilities under a contract.
- 8.2 Nothing contained herein shall be construed so as to constitute a joint venture partnership or formal business organisation of any kind between the Parties or so to constitute either Party as the agent of the other.
- 8.3 The Parties acknowledge that this MoU does not in any way give rise to any right or permission to use or to be associated with each Party's intellectual property.

- 10.2 Any such revision, variation or amendment agreed to by the Parties shall be in writing and shall form part of this MoU.
- 10.3 Such revision, variation or amendment shall come into force on such date as may be determined by the Parties.
- 10.4 Any revision, variation or amendment shall not prejudice the implementation of any project, activity or co-operation arising from or based on this MoU before or up to the date of such revision, variation or amendment.

CLAUSE 11
SUPERVENING EVENTS

- 11.1 Each Party reserves the right for reasons of national security, national interests, public order or public health to suspend temporarily, either in whole or in part, the implementation of this MoU which suspension shall take effect immediately after notification has been given to the other Party.
- 11.2 Notwithstanding sub-clause 8.1, should any other event occur which hinders or restricts the implementation of this MoU, the Parties shall use their best endeavour to agree upon such action, as may be necessary and equitable, to remove the cause of such event.

********(End of MoU)********

-----*This empty space is intentionally left blank*-----

CLAUSE 9

NOTICES

- 9.1 Every notice, request or any other communication required or permitted to be given pursuant to this MoU shall be in writing and delivered personally or sent by registered or certified post or via air mail or via courier or facsimile or by e-mail (which shall be acknowledged by the other Party) to the Parties at their address and facsimile number as stated below:

To : Hormozgan University of Medical Sciences
Address : Bandar Abbas School of Medicine, Hormozgan University of Medical Sciences, Bandar Abbas, Iran
Attn to : Azim Nejatizadeh, Assistant Professor in Human Molecular Genetics, Head of Human Genetic Department
Tel no. : +98761-3354939
Fax no. :
E-mail : azimnejate@yahoo.com

To : **ST GEORGE'S, UNIVERSITY OF LONDON**
Address : CRANMER TERRACE, LONDON SW17 0RE
Attn to : DR PAUL CRAVEN
Tel no. : +44(0)20 8725 5012
Fax no. : +44(0)20 8725 0794
E-mail : pcraven@sgul.ac.uk

CLAUSE 10

REVISION, VARIATION AND AMENDMENT

- 10.1 Either Party may request in writing a revision, variation or amendment of this MoU.

IN WITNESS WHEREOF, the undersigned, being duly authorised by their respective organisations, sign this MoU on the date as above-written.

Signed by

Dr. AZIM NEJATIZADEH, MD., Ph.D.
Deputy for Research and Technology

For and on behalf of
Bandar Abbas School of Medicine



A. Nejatizadeh

In the presence of

Dr. M. Shek
Vice-Chancellor of the University

Bandar Abbas School of Medicine

Hormozgan University of
Medical Sciences (HUMS)
Office of Vice-Chancellor for
Research

Shekari

Hormozgan University of
Medical Sciences (HUMS)
Office of Vice-Chancellor for
Research

Signed by

Mr Mark Bery]

Director of Finance and Resources]

For and on behalf of]

St George's Hospital Medical School]

In the presence of

Dr Paul Craven]

Head of Joint Research Office]

St George's Hospital Medical School]