



#### In The Name of God

# MEMORANDUM of UNDERSTANDING (M.O.U)

On

Educational, Research and Technological Cooperation

#### Between

Kharazmi University (Tehran-Iran)

### And

# InfraEn Europe GmbH (InfraEn)

The Kharazmi University of Tehran, located in No.43, Shahid Mofatteh Ave., Postal Code: 15719-14911, Tehran, IRAN, here in represented by its Chancellor, Dr. Mohammad Ali Sobhanollahi and M/s. InfraEn Europe GmbH duly represented by Mr. Rajkumar C Pillai, its Director, here after referred to as parties; With the aim of developing and expanding the educational, research and technological cooperation between the two countries, have agreed upon the followings:

# Article 1

# GENERAL PROVISIONS

- 1- M.O.U. shall be pursued in areas of mutual interest, on a basis of equality and reciprocity.
- 2- Parties will encourage the expansion and development of educational, scientific and technological relations in mutually interested fields within the framework of internal governing laws and regulations of both countries.

Article 2

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- 1- Parties will fulfill the objectives of this M.O.U., through the scientific and technological cooperation, in the following:
- A) Exchange of scientists, professors, scholars due to implementing the joint research and educational projects.
- B) Holding joint seminars, educational workshops and conferences.
- C) Exchange of student in long-term or short-term programs upon the mutual agreement and endeavor in awarding scholarships based on proposed programs of the parties.
- 2- Parties will support and cooperate in the vocational education fields.

#### Article 3

## **EXECUTIVE PROTOCOLS**

- 1- The development and implementation of specific forms of M.O.U. based on this agreement, will be separately established upon between Parties and outlined in executive protocols, specifying the nature of joint activities, financial and other arrangements.
- 2- Parties will exchange information and documents of higher education system for evaluating higher education certificates.

#### Article 4

#### LIAISON OFFICE

- 1-For the purpose of implementing this M.O.U., an office to serve as liaison shall be designated by each Party:
- 2-For Kharazmi University is: "International office" 43 Moffatch Ave. Tehran, Iran, Telefax: +9821(88825012), email: info-office@khu.ac.ir
- 3-For InfraEn Europe GmbH is: "International office" InfraEn Europe GmbH, Ludwig Erhard Str.10, 41564 Kaarst, Germany

or InfaEn Europe GmbH

- Director





4-If it is required, parties shall be agree to determine an internal or external office or agent for the purpose of implementing and coordinating of this M.O.U.

# Article 5

#### ASSISTANCE AND SUPPORT

Each Party, in accordance with its respective statutes and regulations, shall ensure assistance and support to scholars of the partner university visiting the institution.

#### Article 6

#### INTELLECTUAL PROPERTY

All background Intellectual Property will remain the ownership of the originating Institution. Access to such Intellectual Property will be negotiated on a case by case basis.

## Article 7

# PROMOTIONAL MATERIAL AND USE OF LOGOS

Neither institution, party to this M.O.U., shall use the name and logo of the other in any form of publicity or promotional material without the written consent of the party concerned.

#### Article 8

### TERMS AND CONDITIONS

This M.O.U. is subject to approval by competent authorities, according to the national laws of each University. This M.O.U. shall become effective when both signatures are affixed.

# Article 9

# VALIDITY

This M.O.U. shall remain in force from the signing date for five years periods unless one of the parties announces, its Intention for the amendment or termination of it in writing, six months nfraEn Europe GmbH

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prior to its expiry. This M.O.U signed in city of Tehran in 1395 Corresponding to 2016 (Christian Year) in English version.

### Article 10

# RENEWAL

Parties may apply for renewal of the M.O.U. for a further period of equivalent duration. If not renewed, the M.O.U. expired ceases its effects, without prejudice to the continuation of any ongoing activities.

### Article11

#### SETTLEMENT OF DISPUTES

Parties will establish a joint expert commission for scientific and technological cooperation in order to evaluate the landscape and state of cooperation. Determining special units and programs and supervising their fulfillment. The joint commission will be held biennially, and when needed periodically in both parties, the date will be determined through diplomatic channels.

Drawn up in two original copies in English language, both having the same legal validity.

Kaarst

07/06/2016

InfraEn Europe GmbH

Director

Mr. Rajkumar Chellappan Pillai

Tehran

/06/2016

Kharazmi University

THE Chancellor

Mohammad Ali Sobhanollahi, PhD.





# AGREEMENT OF COOPERATION

### **BETWEEN**

# KHARAZMI UNIVERSITY

#### AND

# INFRAEN EUROPE GMBH

Kharazmi University ("Kharazmi") and M/s. InfraEn Europe GmbH ("InfraEn") hereby enter into an agreement of cooperation, made as of the 07<sup>th</sup> day of June, 2016, to establish a program of mutual collaboration in areas of interest and benefit to both institutions.

- A. The purposes of the cooperation between Kharazmi and InfraEn are as follows:
  - To promote interest among Municipalities, Industries and other Governmental
    agencies in the offering consulting, engineering and advisory services in the areas
    of solid waste management collection, transportation, landfilling of the wastes,
    recycling, and processing including waste to energy sector as well as waste water
    treatment sector in Iran, and
  - To deepen the understanding at each institution of the economic, cultural and social issues relating to the above referred sector.
  - To support the institutional strengthening efforts of Governmental and Non-Governmental agencies in environmental and infrastructure sector
  - To assist and source modern day technology in environmental sector and to arrange appropriate technology service provider to projects/opportunities for the Public/Private Sector in Iran
- B. To achieve these goals, Kharazmi and InfraEn may investigate opportunities in the following areas, insofar as the means of each allow:
  - promote institutional exchanges by inviting experts and staff of the partner institutions to participate in a variety of consulting and/or research activities and project development;
  - receive experts of the partner institution for advisory services that Kharazmi
    University undertakes on behalf of various Government departments. It is
    understood that acceptance of any such project development projects will be at the
    discretion of Kharazmi University, and that any such assignments will be
    discussed in advance with proper prior understanding on the cost of undertaking
    such projects.
  - · organize symposia, conferences, short courses and meetings on research issues;
  - · carry out joint research and continuing education programs; and

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Director





- · exchange information pertaining to developments in the sectors of mutual interest.
- C. Each party shall designate a coordinator to oversee and facilitate the implementation of this Agreement. The coordinators shall have the following broad responsibilities:
  - · to promote collaboration in good faith;
  - to act as principal contacts for individual and group activities and to plan and coordinate all activities for which cooperation with the partner is desired
  - if deemed desirable, to meet periodically to review and evaluate past activities and to work out new ideas for future cooperative agreements.
  - To engage with municipalities and such other government bodies to procure advisory and consulting projects
  - To appropriately plan and take up joint bidding arrangements in projects of mutual interest

Coordinator for Kharazmi University is: Dr. Nima Heidarzadeh, Asst. Professor, Department of Engineering, University of Kharazmi

Coordinator for InfraEn Europe GmbH is: Mr. Joachim Hufner, Project Director, InfraEn Europe GmbH

- D. This general Agreement of Cooperation shall be identified as the parent document of any program agreement executed between the parties. Further agreements concerning any program shall provide details concerning the specific commitments made by each part and shall not become effective until they have been reduced to writing and executed by the duly authorized representatives of the respective parties. The scope of the activities under this agreement shall be determined by the funds regularly available at both parties for the types of collaboration undertaken and by financial assistance as may be obtained by either institution from external sources. No specific financial commitment by either party is to be implied from this agreement.
- E. Except as may be stipulated in any specific program agreement, each institution shall be responsible for expenses incurred by its employees under this agreement.
- F. Upon approval by each institution, this agreement shall remain in effect until April 30, 2019 [the third year of effectiveness], unless terminated earlier by either party. Such termination by one party shall be effected by giving the other party at least ninety (90) days advance written notice of its intention to terminate. Termination shall be without penalty. If this agreement is terminated, neither Kharazmi nor InfraEn shall be liable to the other for any monetary or other losses which may result. This condition is not valid for other agreements/contracts signed before termination date between the parties about the subjects mentioned in this agreement.







- G. This Agreement may be executed in multiple counterparts. This Agreement shall be governed by the laws of Iran, without regard to conflicts of laws provisions.
- H. InfraEn shall not use the name "Kharazmi" or "Kharazmi University" or the name of any school or division thereof, or use any logo or insignia of or otherwise identify Kharazmi or any school or division thereof, in any form of publicity or disclosure without the prior written consent of Kharazmi, which consent may be withheld or granted by Kharazmi in its sole and complete discretion at any time or times, except in its website. Kharazmi University shall not use the name "InfraEn" or use any logo or insignia of or otherwise identify InfraEn or any division thereof, in any form of publicity or disclosure without the prior written consent of InfraEn, which consent may be withheld or granted by InfraEn in its sole and complete discretion at any time or times.

EXECUTED as of the day and year first above written:

University of Kharazmi

By:

Dr. Mohammad Ali Sobhanollahi,

Chancellor,

Kharazmi University

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