



UNIVERSITAT POLITÈCNICA
DE CATALUNYA
BARCELONATECH

MEMORANDUM ON FRAMEWORK COLLABORATION BETWEEN THE UNIVERSITAT POLITÈCNICA DE CATALUNYA AND UNIVERSITY OF ISFAHAN

Barcelona, 14th of December 2018

BY AND BETWEEN

Of the one part, Prof. Francesc Torres Torres, Rector of the Universitat Politècnica de Catalunya (UPC), appointed by Royal Decree 1025/2017 (published on December 12th in DOGC no. 7514 and in BOE no. 301), whose address in Barcelona is C/Jordi Girona institution by virtue of the provisions in article 20 of the Organic Law of Universities 6/2001, of 21 December; and articles 67, 169 of the Statutes of the Universitat Politècnica de Catalunya, passed by Agreement GOV/43/2012, May 29th of the Government of Catalonia (DOGC no. 6140 of 1 June 2012).

And of the other part, Prof. Hooshang Talebi, President of the University of Isfahan, appointed by the Minister of Science, Research and Technology by virtue of letter No. 16/192786 dated 05 December 2015, whose address in Isfahan is Hezar-Jarib Ave., Isfahan, 81746-73441, I.R. Iran.

The parties, mutually acknowledging each other's legal capacity to enter into and be bound by this memorandum, hereby agree with the following

CLAUSES:

ONE. The object of this memorandum is to foster joint activities between the UI and the UPC, including staff exchange programmes, shared research, training of bachelor's and postgraduate students, and any other programme that may be considered to be of mutual benefit and that must occur under the terms of a specific memorandum entered into by the parties.

TWO. The signature of this does not imply any financial obligation of the parties. Whether the activities outlined in this memorandum are carried out shall depend upon the securing of financial aid from the various Spanish or European programmes and other financial resources by the parties.

The parties pledge to cooperate with each other to create, in their respective areas of competence, the necessary conditions for the fulfilment of this memorandum

THREE. In accordance with this framework memorandum, each specific project must be subject to an amendment that must include at least the following:

- A definition of the object of the amendment.
- A description of the work involved and any related tasks and a statement of its duration.



UNIVERSITAT POLITÈCNICA
DE CATALUNYA
BARCELONATECH

- The total estimated cost and the material and human means needed for the project.
- The names of the representatives of both parties who will be responsible for coordinating and carrying out the project.

If what is established in this framework memorandum and the provisions of the specific amendments that may be needed to implement it are found to be in contradiction, the provisions of the specific amendments shall prevail. In addition, this framework memorandum shall apply to any aspects not provided for in the specific amendment.

FOUR. Each of the institutions must appoint a coordinator, who shall be in charge of defining and organising the cooperation programmes between the universities.

For the UPC, the coordinator or person in charge is Prof. Miguel Angel Mañanas miguel.angel.mananas@upc.edu.

For the UI, the coordinator or person in charge is Dr. Hamidreza Marateb, email: h.marateb@eng.ui.ac.ir.

These persons shall have the following functions, without prejudice to any other functions assigned to them:

- a) To solve any problems that may arise regarding the interpretation or application of the memorandum.
- b) To follow up the implementation of the memorandum.
- c) In the event of the memorandum's termination, to propose its continuation or the manner and deadline for completing the activities already under way.
- d) To establish and organise the activities that are the object of the memorandum.
- e) To promote, draft and propose the content of the various specific amendments that are necessary for the implementation of this framework memorandum.

FIVE. The parties expressly agree that this collaboration memorandum does not create a bond involving representation, dependence or subordination between them, so no entity can represent the other in the fulfilment of its legal or contractual obligations or in the acceptance of obligations or responsibilities.

The relationship between the parties stemming from this framework memorandum or any form of cooperation arranged under this memorandum is a relationship between independent contractors. The parties recognise that this memorandum does not create an employment, partnership, agency or franchise relationship between the parties, in fact or in law, and none of the parties may act or appear as such to third parties. Each party shall perform its obligations under its own responsibility, with their own means and in accordance with the law.

SIX. The parties agree that specific personal data protection issues must be agreed on in the addenda or in the specific amendments that establish the modes of collaboration that are the object of this memorandum and that the parties shall, if necessary, sign.



SEVEN. Each party shall keep all the data, documents and information provided by the other party confidential during the term of this memorandum.
The confidentiality memorandum shall remain in force even after the termination of this memorandum, whatever the cause of its termination.

EIGHT. Whenever, as a consequence of this memorandum and in application of its provisions, the company deems it necessary to make use of the UPC's logos, it shall request the prior authorisation of the University through its Communications Service, specifying the format—whether print, electronic or any other medium—and the type of use requested.

The authorisation, which must be granted in writing, shall specify the use or uses for which it is granted, as well as the period covered, which shall in no case exceed the term of this memorandum.

This notwithstanding, when the use of the logotypes and other identifying marks of the UPC is of a profit-making nature for the requesting entity, an appropriate brand licensing memorandum must be entered into.

NINE. This memorandum shall enter into force on the date stated of its heading and shall have a term of 4 years. It may be extended for a maximum period of 4 more years if the parties agree in writing before the term of the memorandum or any extension thereof ends.

TEN. The following may be grounds for terminating this memorandum:

- a) The term of the memorandum ending without any extensions thereof having been agreed.
- b) The parties' mutual memorandum in writing.
- c) One of the parties wishing to terminate the memorandum, for which a written statement must be made six months in advance.
- d) Failure by one of the parties to fulfil its obligations in the thirty days following notification in writing by the other party, which can in this case unilaterally terminate the memorandum.
- e) A judicial decision that declares the memorandum null and void.
- f) The causes outlined in the memorandum and those set out in current legislation.

In any event, if any of the reasons for termination of the memorandum arise and activities are still under way, the parties, on the proposal of the persons in charge of following up the memorandum, may agree to continue and complete any of the activities under way and set a deadline for its completion, after which any fees that may apply must be settled.

ELEVEN. In accordance with current legislation on transparency, access to public information and good governance, the UPC, in relation to this memorandum, shall publicly disclose information concerning the signatory parties, its object and term, the parties' obligations, including those of a financial nature, and any amendments thereof.



UNIVERSITAT POLITÈCNICA
DE CATALUNYA
BARCELONATECH

TWELVE. The parties express their commitment to meeting their respective obligations in good faith and carrying out any negotiations that are necessary for the fulfilment of this memorandum to their satisfaction.

Any controversy relating to the interpretation, fulfilment or execution of the terms of this memorandum shall be resolved by mutual amendment between the parties.

In witness whereof, the parties have signed this document on the date and at the place indicated in its heading.

On behalf of **UNIVERSITY OF
ISFAHAN**

A blue ink signature of Hooshang Talebi.

Hooshang Talebi

President

On behalf of the **UNIVERSITAT
POLITÈCNICA DE CATALUNYA**

A blue ink signature of Francesc Torres.

Francesc Torres

Rector