

Framework Agreement
between
Universidad De León, Spain
and
Tehran University of Medical Sciences, Iran

On one side Nuria González Álvarez, Rector of the Universidad de León, for which post she was nominated by Agreement of the Junta (Regional Government) of Castilla y León No. 33/2024 of May 30th. (published in issue No. 105 of the Official Gazette of Castilla y Leon on May 31st 2024), acting on behalf of the Universidad de León under the faculties granted by Article 50 of Organic Law 2/2023 of March 22nd concerning University System and Article 78 of the Statutes of the Universidad de León, approved by Agreement No. 243/2003 of the October 23rd of the Junta (Regional Government) of Castilla y León, with offices in León, at Avenida de la Facultad de Veterinaria No. 25 and with Fiscal Identification Code No. Q2432001B.

On the other side, Dr. Seyed Reza Raeeskarami, Chancellor of the Tehran University of Medical Sciences, established under Article 1 of Organic Law No. 2647 of 29 May 1934, acts as a Decentralised Public Body with full legal personality and autonomy in economic, technical, and administrative matters. Dr. Raeeskarami is authorized to sign this agreement under Article 6 of Law No. 1640 of 3 August 1991, which outlines the authorities of the Chancellor, acting on behalf of the university, headquartered at Qods St., Keshavarz Blvd., Tehran, Iran.

Both parties recognize each other's legal capacity to sign the present Agreement in the name of the institutions which they represent and

DECLARE

That the Universidad de León is an institution governed by public law endowed with legal personality and autonomy, as set out in Article 3rd of Organic Law 2/2023 of March 22nd concerning University System and Article 1 of the Statutes of the University, approved by Agreement of the Junta (Regional Government) of Castilla y León No. 243/2003 of the October 23rd (Official Gazette of Castilla y León, issue no. 210 of the October 29th). Among its general functions, the Universidad de León, hereinafter referred to as "ULE," has those corresponding to preparation for carrying out professional activities that require the use of knowledge and scientific methods and the spread, assessment, and transfer of knowledge at the service of culture, quality of life, and economic development (Article 2 of Organic Law 2/2023 of the March 22nd concerning University System).

That the Tehran University of Medical Sciences is a legal entity non-profit, regulated in accordance with current legislation, its general regulations and statutes. The TUMS is dedicated to university education, the promotion of research and projection towards society, which aims to train competitive professionals, committed to the creation, development and dissemination of knowledge, based on scientific research and university extension.

That both institutions consider that mutual collaboration can contribute to the best realization of the activities of each one of them, as well as to the optimization of their material and human resources.

That with the aim given establishing relationships of cooperation between the two institutions, especially to develop academic and cultural exchanges through mutual assistance in the areas of education, research, and others, they agree to the following:

TERMS AND CONDITIONS

FIRST - PURPOSE OF THE AGREEMENT

The present Framework Agreement aims to establish the bases of mutual cooperation between the institutions to carry out academic, teaching, and research activities, spread culture, and extension of services in those areas of common interests.

The areas of cooperation will include joint and coordinated teaching and research programs.

SECOND - SPECIFIC AREAS FOR COOPERATION

To achieve the objectives sought through the signing of this Agreement, both parties agree to:

- Exchange of teachers, researchers, administrative staff, and students
- Realization of joint research projects of shared interest.
- Exchange of information, documents, and scholarly publications of shared interests.
- Organization of events such as references, seminars, meetings, etc.
- Reciprocal use of the existing facilities of both institutions.
- Realization of joint educational programs.
- Any other actions that the parties agree to take together.

THIRD - FINANCIAL OBLIGATIONS

No obligations or financial commitments arising from this Agreement for any parties.

In case of financing needs, the parties will try to find the resources needed to finance their activities following the legislation in force in both countries.

The structures involved will bear the potential costs within the limits of their own available funds, which will be determined consensually.

FOURTH - RESULTS OF THE AGREEMENT AND INTELLECTUAL PROPERTY

The results achieved by developing this Agreement, which is not included in the application of intellectual and industrial property legislation, belong to both parties, which are free to reproduce and publicize for their own purposes.



This Agreement shall always be mentioned in the dissemination of results.

The results obtained susceptible to intellectual and industrial property protection will be made known to the responsible for the Agreement, who will take the necessary measures to ensure that the rights arising from current legislation are respected.

FIFTH - CAUSES FOR TERMINATION

- Lapse of the term established without agreeing to extend the Agreement.
- Common written consent by both sides.
- The expression of either Party to resolve the Agreement within a 6-month notice.
- Failure of one of the parties to comply with the obligations assumed within 30 days from written notification of the other side. This may cause unilateral termination of the Agreement.
- Court declaration of invalidity of the Agreement.
- Other possible reasons are established in the Agreement and current law.

SIXTH - CONTRACT SETTLEMENT

The fulfillment and termination of the Agreement will lead to the contract settlement to settle obligations and compromises of each Party, as stated in each country's regulations in force.

In case of termination of the Agreement, if any actions are being executed at that moment, the parties, by the proposal of the persons in charge for the follow-up of the Agreement, may agree to continue until the actions they consider necessary are completed, establishing a maximum period for completion. Once this period is expired, the activities will be settled.

SEVENTH - SPECIFIC AGREEMENTS

This Framework Agreement will be developed through Specific Agreements about activities of projects which can be taken between the Tehran University of Medical Sciences and the Universidad de León, in which technical, legal, and economic points related to the actions to be taken will be materialized.

For the elaboration of these agreements, the autonomy of each entity, the fair balance between the contributions and benefits for the institutions, and the availability of resources will be considered.

Likewise, the economic responsibility of each of the parties will be defined by them in these specific agreements prior to the development of the different activities to be carried out.

EIGHTH - COMING INTO FORCE, VALIDITY, RENEWAL, REPORT, AND MODIFICATION OF THE AGREEMENT

The present Agreement will enter into force as of the signature of both institutions and will have a length of FOUR (4) years.

Any time before ending the expiry date referred to in the previous paragraph, the Agreement can be renewed for a maximum of FOUR (4) additional years by mutual written consent.

However, either Party may terminate it with a minimum of SIX (6) months' written notice before the resolution date. In this case, both parties shall take any necessary steps to guarantee the continuity of actions and projects already started under it until their conclusion. Their validity and causes for termination will be fixed under each specific Agreement.

Any amendment of these Agreements will require unanimous consent of both parties, by written permission which will be annexed ad an amendment to this Agreement.

Specific agreements under this Framework Agreement will have a duration that will be stated in each one, according to the temporality of projects and activities to be taken.

There shall be no joint and several liability between the parties to this Agreement, and each party shall be liable to third parties for the obligations it specifically assumes hereunder.

This Agreement is entered into in consideration of the signatory parties and the purpose for which it is intended to be developed; consequently, neither of the parties may assign it without the express written consent of the other.

The parties agree to exhaust all means to resolve amicably, without litigation, any controversy or doubt that may arise in connection with this Agreement, and for such purpose, they shall preferably resort to the use of direct dispute resolution mechanisms, regardless of the possible action before the contentious-administrative jurisdictional order, given the administrative nature of this agreement.

NINETH - RESPONSIBLES OF THE AGREEMENT

Responsible for the implementation and monitoring of the Agreement will be:

a) For Universidad de León:

Vice Rector for Internationalization and Global Engagement
Vice Rectorate for Internationalization and Global Engagement
Central Services Building, First Floor
Vegazana Campus
24071 - León (Spain)
+34 987 29 1624
vice.internacional@unileon.es

b) For Tehran University of Medical Sciences:

Vice Chancellor for Global Strategies and International Affairs
Number 21, Dameshgh St., Vali-e Asr Ave., Tehran
1416753955. Iran
(+98 21) 88 800 332
dira_gsia@tums.ac.ir

The persons in charge shall study and propose any projects or activities to be developed for approval by the corresponding decision-making bodies.

Likewise, it shall be their duty to propose friendly solutions to any controversies arising from the interpretation and application of the Agreement.

They will meet periodically (face-to-face or virtually) whenever one of the parts asks for it and the other part agrees.

TENTH- TRANSPARENCY

This Agreement shall be available to citizens in the corresponding Transparency Site in applying the provisions of the legislation established in each country.

ELEVENTH - DATA PROTECTION

Both parties commit to use the personal data derived from the implementation of the Agreement in a confidential way and to treat these data as established in European Parliament (UE 2016/679, April 2016) concerning the protection of individual persons regarding personal data and free flow of these data, as well as the specific legislation of each of the signatory countries regarding the protection of personal data and guarantees of digital rights, and the rest of the regulations in force regarding the protection of personal data.

In the same way, the parties commit to adopting technical and organizational measures to guarantee the security of personal data and avoid its change, loss, and unauthorized Access.

Those people whose data are being handled can exercise their rights before the following organs:

- ULE Data Protection Delegate: Castro Alonso Asesores, S.L., dpd@unileon.es

At the TUMS, individuals whose data is subject to processing can exercise their rights in accordance with the applicable data protection laws by submitting a request electronically or before the following body:

- The office of TUMS directorate of international relations: e-mail dira_gsia@tums.ac.ir

TWELFTH - USE OF LOGOS

In all those cases in which, as a consequence and in application of the agreements established herein, the University of Medical Sciences of Tehran considers it necessary to make use of the logos of the University of León, prior authorization must be requested from the University of León, specifying the corresponding application (whether graphic or electronic and on any other support) and the type of use requested. Likewise, in all those cases in which as a consequence and in application of the agreements established herein, the University of León considers it necessary to make use of the logos of the University of Medical Sciences of Tehran, prior authorization must be requested, specifying the corresponding application (whether graphic or electronic and on any other support) and the type of use requested.

The authorization, which in any case must be granted in writing, shall specify the use or uses for which it is recognized, as well as the period of validity, which in no case may exceed the term of this Agreement.

However, when the use of the logos and other identifying marks of the two institutions is going to be of a lucrative nature for the requesting entity, the corresponding trademark license agreement must be formalized.

THIRTEENTH - NATURE

As this Agreement is underwritten between entities from different countries, both parties agree to exhaust all possible means to resolve any controversy or doubt arising from it in a friendly manner without resorting to lawsuits. They shall make use of mechanisms offering immediate solutions to disputes. As the agreement is signed in different languages, in the event of any discrepancy in its interpretation, English version will prevail.

IN WITNESS WHEREOF, the parties of the Agreement sign the present document in three versions; with copies in English, Spanish and Persian, on the place and date mentioned under the signature.

For Universidad de León

THE RECTOR

Firmado digitalmente
por 44180552J NURIA
GONZALEZ (R:
Q2432001B)
Fecha: 2025.05.15
10:13:53 +02'00'



Signed by Dra. Nuria González Álvarez

Date:.....

For Tehran University of Medical Sciences

THE CHANCELLOR

Signed by Dr. Seyed Reza Raeeskarami

Date: 7.5.2025