**Collaboration Agreement for University-Led Projects**

***Between Tehran University of Medical Sciences (TUMS); Tehran, Iran***

***and [COMPANY NAME]; city, country***

**WHEREAS** *Tehran University of Medical Sciences (TUMS) and [COMPANY NAME] wish to undertake a research project entitled [AGREEMENT TITLE]*

**NOW THEREFORE**  *The parties hereby agree as follows:*

**Purpose & Territory of the Project**

Purpose: The purpose of this project is to enhance/improve…..……………..

Territory: The project will begin on …… and will continue until …… as agreed in writing between the parties.

**Commitments & Responsibilities**

Tehran University of Medical Sciences will fulfill the following commitments as agreed:

………………………………………………………………………………

………………………………………………………………………………

[Company Name] will fulfill the following commitments as agreed:

………………………………………………………………………………

………………………………………………………………………………

**Records and Reports**

University and Company will provide reports to each other, including on-going reports as mutually agreed and a written final report of the accomplishments and significant findings of tasks.University and Company will maintain financial records, supporting documents and other records pertaining to each task for …… years.

**Confidential Information**

 The parties may disclose confidential information one to another to facilitate performance of this agreement. Such information will be identified as “confidential” in writing at the time of its transmittal, or so reduced to writing within ………… thereafter (“Confidential Information”), and will be safeguarded and not disclosed to third parties by the receiving party.

**Payment**

[University, payment instructions]

[Company, payment instructions]

**Conflict of Interest**

Company agrees that while providing the services to TUMS it will not be directly engaged in, or concerned with any other business or profession which either competes with TUMS in the field or that might otherwise cause a conflict of interest without first obtaining our written consent. If in any doubt as to whether a conflict of interest might exist, the company should immediately discuss the matter with the university before accepting any position or appointment.

**Intellectual Property**

Patents, trademarks, service marks, registered designs, copyrights, database rights, design rights, confidential information, applications for any of the above, and any similar right recognized from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above;

**Termination by Agreement or on Notice**

The parties may terminate this agreement at any time by mutual consent. One of the parties may terminate this agreement by giving to the other parties ……days advance notice in writing to that effect. In the event of termination, the parties shall cease work under this agreement and provide each other a final accounting report of all costs incurred prior to the termination date and for any reasonable costs involved in winding down the project. In addition, the parties shall provide to each other a final report on the status of their work for the project even though the work is not completed.

**Coordinators**

Both parties will appoint a coordinator to facilitate the communication between them.

|  |  |
| --- | --- |
| Name | School/department |
| Email | Telephone |
| Address | Fax |

|  |  |
| --- | --- |
| Name | School/department |
| Email | Telephone |
| Address | Fax |

**Signature**

|  |  |
| --- | --- |
| **Institution Name ……………………………****Name………………………………………….****Position………………………………………****Date…………………………………………..****Signature**  | **Tehran University of Medical Sciences****Name…………………………………………….****Position…………………………………………****Date……………………………………………..****Signature**  |

\* This agreement is signed under supervision of TUMS Legal Affairs Management.