

**MEMORANDUM OF UNDERSTANDING
TO EXPLORE COLLABORATION
BETWEEN
THE COIMBRA HOSPITAL AND UNIVERSITARY CENTRE
AND
TEHRAN UNIVERSITY OF MEDICAL SCIENCES**

The **Coimbra Hospital and University Centre (CHUC)**, member of CoimbraHealth, and **Tehran University of Medical Sciences (TUMS)** (hereinafter, collectively referred to as “the Parties”) are both members of the **M8 Alliance** of Academic Health Centres, Universities and National Academies, a collaboration between academic institutions committed to improving Global Health. The Parties hereby enter into this Memorandum of Understanding to explore possible future collaborative efforts between the two entities, on 15th October, 2017.

I. BACKGROUND

TUMS and CHUC are both dedicated to education, training and research, and health care provision, as such, have expressed a willingness to explore future collaborative efforts with each other.

II. AREAS OF COLLABORATION TO EXPLORE:

After signing this Memorandum of Understanding, the parties will engage in discussions to explore the parameters and feasibility of the following collaborative efforts:

1. Method(s) by which the Parties can assist, consult, and/or collaborate with education, training, patients health care provision, clinical and research initiatives,
2. Method(s) by which the Parties can facilitate and encourage the exchange of their respective members and students.
3. Method(s) by which the Parties could co-sponsor research projects and seek funding for the same purpose.

III. DURATION

The term of this Memorandum of Understanding shall be for 3 three (3) years from the date of signature with automatic renovation for the same period. The Memorandum of Understanding may be terminated at any time by either Party, with or without cause, with at least twenty (20) days advance written notice of such termination to the other Party.

IV. SETTLEMENT OF DISPUTES

Any dispute between the Parties related with to this MoU or the fulfillment of any of its provisions, in particular any alleged violation shall be settled by agreement of the Parties. If the Parties are unable to reach an agreement, that dispute shall ultimately be settled by the Court of the place where the obligation should be fulfilled.

V. NON-EXCLUSIVITY

The parties hereby acknowledge that this Memorandum of Understanding is not exclusive, and that each Party may freely contract with any other person, firm or entity concerning the subject matter hereof.

VI. NON-BINDING

This Memorandum of Understanding is non-binding and is intended only to express the intent of the Parties to explore possible avenues of collaboration between the two entities to establish education, training, and research opportunities with each other. Until a subsequent definitive agreement is executed by the Parties setting forth the Parties' respective collaborative efforts, no Party shall have any legally binding obligations to any other. Accordingly, this Memorandum of Understanding is not intended to constitute a binding agreement to consummate any transaction or collaborative effort and no Party shall have any obligation or liability to any other for expenses or otherwise. Any obligation or liability to be undertaken by any party will require and must be set forth in a separate and subsequent definitive agreement. To be binding on the Parties, any subsequent definitive agreement must be executed in writing by authorized representatives of the Parties. Every specific protocol agreement to be signed between Parties will be based on the general willing of the present MoU. National patients healthcare provision can be considered under the education and training programs agreed for specific medical areas. Services to be contracted between Parties can involve financial compensations to be agreed and written on specific protocols/contracts.

VII. CONFIDENTIALITY

In the event information identified in writing as confidential is exchanged, the receiving Party shall use reasonable business efforts to keep such information confidential, and shall not disclose such information to any third parties.

VIII. USE OF NAME

The parties agree that no advertising or marketing materials having or containing any reference to either of the Parties, or in which their names are mentioned, shall be used nor shall any other use of the Parties' faculty or employees' names, logos, or trademarks be made by either of the Parties or anyone on their behalf unless and until the same shall have first been submitted to and received the written approval of an authorized representative of the other Party.

IX. COMPLIANCE WITH LAWS

The parties shall comply with all applicable laws and regulations in collaborating under this Memorandum of Understanding. Accordingly, the Parties hereby agree that:

- i. The Parties will not employ/retain a person who is a governmental official or employee, including employees of government owned or government controlled corporations, agencies or bodies (such as health or medical institutions which are owned or controlled by the government), unless services retained are bona fide consulting work and – where required – retained official has obtained necessary approvals by competent authorities/employer to be retained for said consulting services.
- ii. The Parties will not, directly or indirectly, make any payment, offer or promise to make any payment or transfer of anything of value to a governmental official or employee, or to any political party or any candidate for political office, with the purpose of influencing decisions favorable to either Party and its business.
- iii. The Parties will immediately advise the other Party in writing in the event that any person employed by or associated with such party becomes such government official, political party official or candidate, unless services retained are bona fide consulting work and – where required – retained official has obtained necessary approvals by competent authorities/employer to be retained for said consulting services.
- iv. The Parties shall maintain true and accurate records necessary to demonstrate compliance with this Memorandum of Understanding (including the requirements of this provision), and shall provide a written certification of such compliance upon simple request.
- v. Each Party shall provide the other Party or its representatives, with access to such records (financial and otherwise) and supporting documentation related to the subject matter of this Memorandum of Understanding as may be requested by such party in order to document or verify compliance with the provisions of this

Memorandum of Understanding (including, but not limited to, the provisions herein).

- vi. If either Party fails to comply with any of these provisions (irrespective of the size, nature or materiality of such violation), such failure shall be deemed to be a material breach of this Memorandum of Understanding and, upon any such failure, the other Party shall have the right to terminate this Memorandum of Understanding with immediate effect and without penalty or liability of any nature whatsoever, upon written notice to the Party failing to comply with these provisions.

X. GOVERNING LANGUAGE

This Memorandum of Understanding has been prepared and signed in the English language, and English language shall be controlling in all respects. No translation, if any, of this Memorandum of Understanding into the official language(s) of any Party or any other language shall be of any force or effect in the interpretation of this Memorandum of Understanding or in a determination of the intent of either of the parties hereto. In the event of any conflict or inconsistency between the English language version and any translation hereof made for any purpose, the English language version shall govern the interpretation and construction hereof.

XI. MISCELLANEOUS

- i. Independent Contractor Relationship. This Memorandum of Understanding is not intended to create nor shall be construed to create any relationship between the CHUC and TUMS other than that of independent entities collaborating for the purpose set forth herein. It is further expressly agreed that no work, act, commission or omission of any party, its agents, servants or employees, pursuant to the terms and conditions of this Memorandum of Understanding, shall be construed to make or render any party, its agents, servants or employees, an agent, servant, representative, or employee of, or joint venture with, the other party. Neither Party shall have any right to bind or obligate the other Party in any way nor shall it represent that it has any right to do so.
- ii. Entire Agreement: There are no oral agreements with respect to the subject matter of this Memorandum of Understanding which are not fully expressed herein. No representations, understanding, or agreements have been made or relied upon in the making of this Memorandum of Understanding other than those specifically set forth herein. This Memorandum of Understanding can only be modified by a writing signed by duly authorized agents of both parties.

- iii. Representation by Counsel. Each Party acknowledges that it has had the opportunity to be represented by counsel of such Party's choice with respect to this Memorandum of Understanding. In view of the foregoing and notwithstanding any otherwise applicable principles of construction or interpretation, this Memorandum of Understanding shall be deemed to have been drafted jointly by the parties and in the event of any ambiguity, shall not be construed or interpreted against the drafting Party.
- iv. Assignment and Delegation. Neither Party may assign any rights or delegate any obligations under this Memorandum of Understanding without the written consent of the other Party.

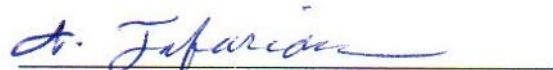
**COIMBRA HOSPITAL AND
UNIVERSITARY CENTRE**



Fernando de Jesus Regateiro
Administration Council President
Coimbra Hospital and University Centre

15th October 2017

**TEHRAN UNIVERSITY OF MEDICAL
SCIENCES**



Ali Jafarian
Member of Board of Trustees
Tehran University of Medical Sciences

15th October 2017