



La Jolla Institute for Allergy and Immunology
Type I Diabetes Center

*In The Name of God
The Compassionate, the Merciful*



Tehran University of Medical Sciences
Children's Medical Center

*Memorandum of Understanding
between*

*The Children's Medical Center Hospital and the research centers located
in this hospital, Tehran University of Medical Sciences, Tehran, IRAN
and
Type I Diabetes Center, La Jolla Institute for Allergy and Immunology, La
Jolla, CA, USA*

This memorandum of understanding (MOU) will expand collaboration on scientific programs and research projects, exchanges and training of scientists, sharing of information and technology in support of research activities, sharing of best practices, meetings, workshops and scientific conferences, according to the mutual interests and benefits.

Following is the full text of the MOU:

The Children's Medical Center Hospital and the research centers located in this hospital, including Molecular Immunology Research Center, Growth and Development Research Center, and Research Center for Immunodeficiencies; Tehran University of Medical Sciences and the Type I Diabetes Center, La Jolla Institute for Allergy and Immunology, La Jolla, CA, USA (hereinafter referred to as "the Parties"), realizing the great potential brought forth by the development of science and technology in addressing health and medical issues in two countries, guided by the willingness to strengthen existing cooperation and collaboration between their respective countries in the field of health and medical sciences; considering the strong traditions of research in both parties; with the aim of enhancing and promoting research and development in this field; have agreed upon the followings:

ARTICLE I

1. The Parties intend to enhance and expand cooperative efforts in health and medical sciences according to the following general principles:

*The Parties intend to conduct all activities in the spirit of partnership, mutual cooperation, and scientific excellence.

*The cooperation provided for in this MOU does not affect relations currently established between institutions or individuals of IRAN and USA rather the Parties intend to identify new areas that may lead to joint activities.

* The relationship between the Parties created by this MOU is that of independent contractors and nothing contained in this MOU will be construed as constituting any other relationship between the parties.

ARTICLE II

The Parties plan to provide for an expansion of cooperation across a broad range of mutual interests. Initial efforts may be directed at developing joint activities addressing common research interests in:

- 1- Diabetes Mellitus, Type I
- 2- Genetics of Inborn Diseases
- 3- Basic and Clinical Immunology
- 4- Diagnosis and Treatment of Pediatric Diseases
- 5- Autoimmune Diseases

Other specific areas may be identified from time to time by mutual consent of the Parties.

ARTICLE III

*The methods of cooperation provided for in this MOU may include, but are not limited to:

- Coordinating scientific programs and research projects
- Exchanging and training of scientists and delegations
- Sharing of information and technology in support of research activities
- Exchanging information and academics concerning the sharing of best practices;
- Holding meetings, workshops, and scientific conferences.

ARTICLE IV

For each area of cooperation, and initially for those areas identified in Article II, the Parties or their designees intend to identify an appropriate entity to take the lead in overseeing the practical implementation of activities. The appropriate entities of the two Parties shall be responsible for coordinating communications and activities with their counterparts and should be responsible for fulfilling mutually decided responsibilities.

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The Parties and appropriate entities intend to consult with each other on a regular basis, reach consensus on proposals of joint research and develop projects under this MOU and evaluate completed projects. The Parties and appropriate entities may hold meetings to discuss issues arising from the implementation of this MOU if necessary. Such meetings may be held in IRAN and USA, alternatively.

ARTICLE V

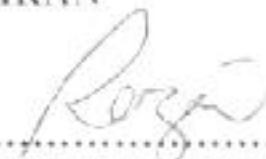
All activities undertaken, pursuant to this MOU, are to be conducted in accordance with the laws and regulations of the IRAN and the USA and are subject to the availability of personnel, resources, and appropriated funds. The expenses arising from cooperative activities under this MOU will be covered as agreed upon by both Parties.

Projects under this MOU are to be implemented based on consultations between the Parties and project arrangements signed by relevant participants, along with the execution of a separate agreement, signed by authorized officials of the Parties, that will govern the terms and conditions of such project.


ARTICLE VI

This MOU should come into effect upon signature by the designated representatives of both Parties and shall remain in effect for a period of five (5) years. It may be extended for additional five-year periods by the mutual written consent of the Parties. This MOU may be amended by mutual written consent of the Parties. Notwithstanding the foregoing, nothing contained in this MOU, or in any discussions undertaken or disclosures made pursuant hereto, shall be binding nor shall this MOU be deemed a commitment to engage in any contract or future dealing with the other Party and all dealings between the Parties hereto are exploratory only.

Name: Nima Rezaei, MD, PhD
Chief Executive Director
Children's Medical Center Hospital
Tehran University of Medical Sciences
Tehran, IRAN

Sign: 
Date: June 13, 2011

Name: Matthias von Herrath, MD
Director
Type 1 Diabetes Center, La Jolla
Institute for Allergy and Immunology
La Jolla, USA

Sign: 
Date: June 13th, 2011