



In The Name of God
The Compassionate, the Merciful



Emory University School of Medicine

Tehran University of Medical Sciences

Emory Vaccine Center

Children's Medical Center

Agreement Between The Children's Medical Center Hospital and the Research Centers located in this hospital of Tehran University of Medical Sciences, Tehran, IRAN and Emory Vaccine Center, School of Medicine, Emory University, Atlanta, Georgia, USA

The Children's Medical Center Hospital ("Tehran Children's Medical Center") and Emory Vaccine Center ("Emory") wish to enter into this Agreement in order to promote mutual cooperation on education and scientific research.

1. Theme of Mutual Cooperation:

The purpose of this Agreement is to establish a general framework for programs of exchange students and faculty collaboration on research programs across a broad range of mutual interests. Initial efforts are to be directed at developing joint activities, addressing common research interests in:

- 1- Primary Immunodeficiencies; 2- lymphocyte development; 3- B lineage cells; 4- Memory B cells
- 5- Vaccines

2. General Forms of Cooperation:

Within fields that are mutually acceptable, and subject to availability of funding, the following general forms of cooperation will be considered on a case-by-case basis:

- A.) Joint research activities and organization of joint research conferences;
- B.) Exchange of students and trainees for laboratory research electives;
- C.) Appointment of faculty members and research staff as visiting scholars; and
- D.) Exchanges of scientific materials and information.

3. Approvals

All approvals normally required at each institution will apply to activities conducted under this Agreement.

4. Intellectual Property

Each party will retain ownership of any intellectual property or other proprietary materials that it had invented, created, developed, or otherwise generated or acquired before commencement of the relationship governed by this Agreement ("Pre-existing Materials"). No license or other permission to use any Pre-Existing Materials is granted or implied by this Agreement or any activities conducted hereunder, even if Pre-Existing Materials are incorporated into or used in connection with any activities or projects conducted pursuant to this Agreement. Before beginning any collaborative research or any faculty exchange in which such proprietary materials may be so invented, created, developed, or otherwise generated or acquired, the parties may agree in writing on matters relating to any intellectual property that may be developed through such activities. In the absence of written agreement to the contrary, the following principles shall govern such proprietary materials:

The parties agree that ownership of any such proprietary materials shall be governed and determined by applicable law. To the extent that applicable law would grant sole ownership of any such proprietary materials to a party to this Agreement or to any individual employee or other representative of a party, all such rights are expressly reserved, and this Agreement and any activities conducted hereunder shall not convey any ownership interests or any other rights in or to the proprietary materials in question to any other party. To the extent that applicable law would grant joint ownership of any such proprietary materials to two or more parties to this Agreement or to any of their individual employees or representatives, all such rights are expressly reserved, and this Agreement and any activities hereunder shall not convey any ownership interests or any other rights in or to the proprietary materials in question to any party that is not a joint owner and shall not waive or alter the rights of any joint owner.

The parties acknowledge that the activities of any other individual employees or other representatives shall be subject to the intellectual property policies of their respective institutions.

Proprietary materials may include but are not limited to inventions, trade secrets, techniques, research, data, data compilations, or copyrightable expression.

Projects of co-edited works or any other project will be addressed in agreements that specify the obligations and rights of the parties.

5. Faculty Exchange

Each institution shall nominate its own scholars for participation in faculty exchange activities but final admission into the receiving institution shall be determined by that institution. The participants or their Home Institutions shall be responsible for their own travel and living expenses during visits to the Host Institution. Scholars taking part in exchange activities at the Host Institution shall retain their appointments at their Home Institution and any appointments conferred at the Host Institution shall reflect their temporary visiting status.

For the purposes of the Agreement, the party sending students shall be referred to as the "Home Institution," and the party receiving students shall be referred to as the "Host Institution."

6. Joint Research

Prior to submission of any joint grant applications to government or non-government funding sources, the parties will enter into an appropriate written agreement addressing allocation of responsibilities and contributions of investigator effort and other resources with respect to joint research activities. In participating in research and other activities in any foreign country under this Agreement, each party and its representatives shall abide by the applicable laws and regulations of such foreign country and will respect the cultural, religious, and social customs of such foreign country to the extent such laws, regulations, and cultural, religious and social customs would not cause the party or its representatives to violate their obligations under this Agreement, the policies of their home institution, or the laws of their home country or state.

7. Student and Trainee Exchange

A limited number of students and trainees from The Children's Medical Center Hospital and the Research Centers located in this hospital of Tehran University of Medical Sciences, Tehran, Iran may participate in laboratory research electives at "Emory" for periods of up to six months, as mutually agreed. Individuals considered for these experiences will be undergraduate medical students in at least their third year of study and postgraduate trainees seeking research experience. Such individuals shall be

responsible for all personal expenses associated with their visits to “Emory”, including travel, housing and meals. Each student or trainee visiting “Emory” will be supervised by an “Emory” faculty member. It is anticipated that the number of such students and trainees will be one or two annually.

8. Indemnification

It is understood that each party to this Agreement shall generally be expected to bear the costs of its own participation in the activities contemplated hereunder. However, each institution shall indemnify and hold harmless the other institution and its officers, faculty, trustees, employees and students for any claims, expenses, damages or losses it incurs due to the acts or omissions of the indemnifying institution, its officers, faculty, trustees, employees and students relating to the obligations and activities of each party under this Agreement.

9. Insurance

Each institution shall use its best efforts to make sure that any visiting faculty member, student or trainee carries adequate health insurance and not permit this coverage to lapse while the faculty member, student or trainee is participating in an exchange program. Notwithstanding the foregoing, hospital and other medical expenses are the sole responsibility of each faculty member, student or trainee. Each individual participating in the program must purchase health insurance coverage (accident and sickness insurance) sufficient to meet minimum requirements of the Host Institution.

10. Administration

The Director of Emory Vaccine Center or the Executive Associate Dean of the School of Medicine, and, or their appointed representatives, shall be responsible for administering the activities conducted under this Agreement subject to all required institutional approvals. In particular, such individuals shall be responsible for ensuring that such activities are conducted in compliance with all laws, regulations, ethical guidelines, and institutional policies applicable to these activities, including without limitation the obtaining of approval as necessary from the Emory University Institutional Review Board and the corresponding review board for The Children’s Medical Center Hospital and the Research Centers located in this hospital of Tehran University of Medical Sciences, Tehran, Iran in connection with research activities requiring such approval.

11. Implementation

This Agreement shall be effective as of July 15, 2014 and shall remain in effect for a period of three years. After the initial three-year period, this Agreement may be renewed by mutual written consent. This Agreement is the sole agreement between the parties concerning its subject matter and any amendment of the Agreement shall require written approval of both parties. Either party has the right to terminate this Agreement upon six months notice to the other, which shall be transmitted to the Executive Associate Dean of the School of Medicine and the Director of Emory Vaccine Center at Emory University and to the Dean of The Children’s Medical Center Hospital and the Research Centers located in this hospital of Tehran University of Medical Sciences, Tehran, Iran.

12. Non-Discrimination

Each party agrees not to discriminate in administering this Agreement and the activities conducted hereunder on the basis of race, sex, age, national origin, color, religion, disability, or sexual orientation.

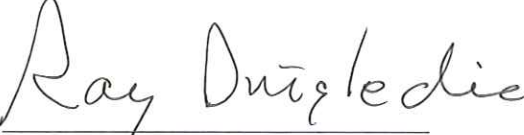
13. Miscellaneous

The English version of this Agreement shall govern. Activities in Georgia will be governed and interpreted by the laws of the State of Georgia, U.S.A., while activities in Iran will be governed and

interpreted by the laws of Iran. Notwithstanding the foregoing, the parties recognize that U.S. law, including but not limited to the Foreign Corrupt Practices Act, may also apply to students and faculty and their activities in Iran



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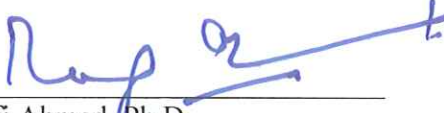
Date June 06, 2014

Date July 10, 2014



Nima Rezaei, MD, PhD
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&



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Date June 02, 2014

Date July 10, 2014

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