

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as MoU) is made on  
.....30....., December...2017.

### BETWEEN

**UNIVERSITY OF SISTAN AND BALUCHESTAN ZAHEDAN, IRAN** (hereinafter referred to as "USB"), a University of the Ministry of Science, Research and Technology, Islamic Republic of Iran whose address is: Daneshgah Blvd., Zahedan, P.O.Box 98135-987, Islamic Republic of Iran and shall include its lawful representatives and permitted assigns, of the other part.

### AND

**UNIVERSITY OF INNSBRUCK, AUSTRIA** (hereinafter referred to as "UIBK"), Innrain 52, 6020 Innsbruck, and shall include its lawful representatives and permitted assigns.

### WHEREAS

- A. USB is an established University and plays a central role in promoting qualitative education and research in South-Eastern regions of the Islamic Republic of Iran. Internationally, the university has collaborations with several distinguished institutions for joint teaching and research, mainly in postgraduate programs. Research is taken as a serious mission by the USB. Currently, the university has a number of joint research projects with other universities and organizations, as well as, with industry. As the most comprehensive institution, the USB is committed to fulfill the ever increasing scientific needs of the province and the region.
- B. UIBK is a public university founded in 1669, and is the largest and most important research and education institution in western Austria. The University of Innsbruck offers the best conditions for successful research and teaching. International rankings

confirm the University's leading role in basic research. In such a productive environment, 16 faculties provide a broad spectrum of programs in all fields of study. In order to promote international exchange in research and teaching, the University collaborates with numerous international research and education institutions.

- C. The Parties are desirous of entering into this MoU to declare their respective intentions and to establish a basis of cooperation and collaboration between the Parties upon the terms as contained herein.
- D. The representatives and permitted assigns of this MoU are Dr. Rouhollah SHIRAZI and Dr. Walter KUNTNER.

## **1. AREAS OF CO-OPERATION**

1.1 The Parties agree to collaborate efforts in the areas / matters of:

- a) Archaeological joint teaching and research projects at both Universities;
- b) Mutual visits of professors, researchers and experts to exchange ideas in the field of Archaeology;
- c) Exchange of information in the form of books, scientific journals and students theses;
- d) Electronic education (E-learning) through creation of web and video based courses/programs in order to enhance mutual graduate and undergraduate education;
- e) Joint scientific seminars and workshops in the Archaeology of Iran;
- f) Mutual student exchange between the two Universities;
- g) Any other areas of co-operation as agreed to by the Parties from time to time.

The Parties agree to continue discussions and communication on the areas as identified in sub-clause 1.1 with respect to their implementation and in identifying each Party's function.

In the event the Parties so desire, they may enter into a separate legally binding agreement in respect of any area in sub-clause 1.1 subject to terms and conditions as mutually agreed by the representatives and permitted assigns of both Parties.

## **2. DURATION AND TERMINATION**

This MoU will remain in effect for Five (5) years upon signature. It may be terminated prior to its expiry by written notice, at least thirty days prior to the desired date.

## **3. FINANCIAL ARRANGEMENTS**

3.1 Financial arrangements for all such proposals/activities shall be considered with mutual negotiations. In any event, there are no financial liabilities for the contracting Parties.

## **4. CONFIDENTIALITY**

Each Party shall undertake to observe the secrecy of confidential information received from or supplied to the other Party during the period of implementation of this MoU or other agreements made pursuant to this MoU.

For the purposes of this MoU, "confidential information" means any information whether prior to, or hereinafter, disclosed by a Party (the Disclosing Party) to the other Party (the Receiving Party) of this MoU, involving technical, business, marketing, policy, know-how, planning, project management and other information, data and/or solutions in any form, including but not limited to any information which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving Party or if orally given, is given in the circumstances of confidence.

Both Parties agree that the provisions of this Clause shall continue to be binding between the Parties notwithstanding the termination of this MoU.

## **5. SETTLEMENT OF DISPUTES**

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MoU will first be settled amicably through mutual consultation and/or negotiations between the Parties.

In the event of non-resolution, reference will be made to a mediator jointly appointed by the Parties who will mediate the dispute or difference in question.

## **6. NON CONTRACTUAL NATURE OF RELATIONSHIP**

Save for Clause 4, the Parties agree that this MoU represents the mutual understanding of the Parties and is not intended nor will be deemed to be a contract and will not give rise to any rights and liabilities under a contract.

Nothing contained herein shall be construed so as to constitute a joint venture partnership or formal business organization of any kind between the Parties or so to constitute either Party as the agent of the other.

The Parties acknowledge that this MoU does not in any way give rise to any right or permission to use or to be associated with each Party's intellectual property.

## **7. REVISION, VARIATION AND AMENDMENT**

Either Party may request in writing a revision, variation or amendment of this MoU.

Any such revision, variation or amendment agreed by the Parties will be in writing and will form part of this MoU.

Such revision, variation or amendment will come into force on such date as may be determined by the Parties.

Any revision, variation or amendment shall not prejudice the implementation of any project, activity or co-operation arising from or based on this MoU before or up to the date of such revision, variation or amendment.

## **8. SUPERVENING EVENTS**

8.1 Each Party reserves the right for reasons of national security, national interests, public order or public health to suspend temporarily, either in whole or in part, the implementation of this MoU. This shall take effect immediately after notification has been given to the other Party.

8.2 Notwithstanding sub-clause 8.1, should any other event occur which hinders or restricts the implementation of this MoU, the Parties shall use their best endeavor to agree upon such action, as may be necessary and equitable, to remove the cause of such event.

## **9. NOTICES**

Every notice, request or any other communication required or permitted to be given pursuant to this MoU shall be in writing and delivered personally or sent by registered or certified post or via air mail or via courier or facsimile or by e-mail (which shall be acknowledged by the other Party) to the Parties at their address and facsimile number as stated below:

To : **University of Sistan and Baluchestan:**

Address : Daneshgah Blvd., Zahedan, POBox 98155-987, IRAN

Attn to : Director, Office of International Affairs

Tel no. : +98-541-8056219

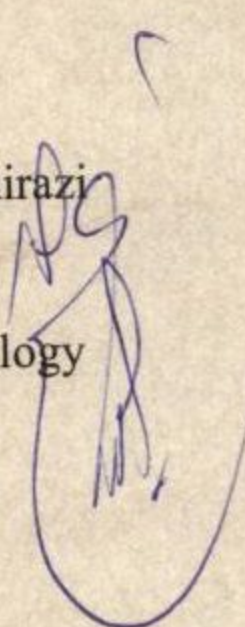
Fax no. : +98-541-2446047  
E-mail : intl\_ofic@usb.ac.ir

To : **University of Innsbruck:**

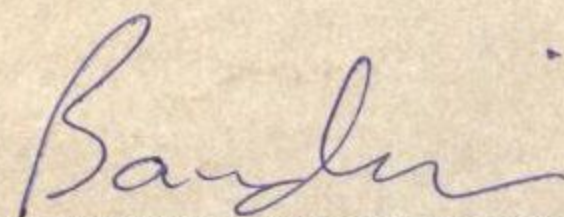
Address: Langer Weg 11, 6020 Innsbruck, AUSTRIA  
Attn to : Dr. Walter Kuntner  
Tel no. : +43-512-507-37658  
Fax no. : +43-512-507-37698  
E-mail : Walter.Kuntner@uibk.ac.at

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Dr. Rouhollah Shirazi  
Assistant Prof.  
Dept. of Archaeology



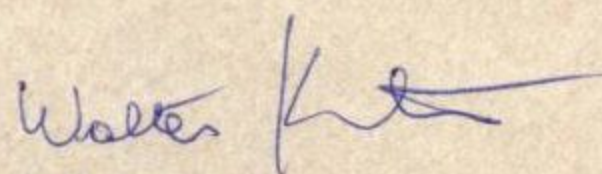
**SIGNED** by, for and on behalf of  
**UNIVERSITY OF SISTAN AND,  
BALUCHESTAN, ZAHEDAN, IRAN**

  
.....  
**Prof. Dr. Alireza Bandani**

Chancellor

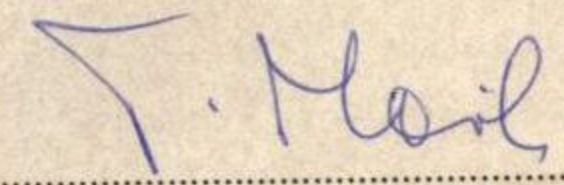


Dr. Walter Kuntner  
Vice Director of Institute of Ancient History  
and Ancient Near Eastern Studies



**SIGNED** by, for and on behalf of

**UNIVERSITY OF  
INNSBRUCK, AUSTRIA**

  
.....  
**Prof. Dr. h.c. mult. Tilmann Märk**

Rector

