

# Memorandum of Understanding

This Memorandum of Understanding (hereinafter referred to as MoU) is made on this 28<sup>th</sup> day of March 2016.

## Between

**University of Sistan and Baluchestan, Zahedan, Iran** (hereinafter referred as “USB”), a University under the Ministry of Science, Research and Technology, Islamic Republic of Iran whose address is at 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

**Sun Yat-Sen University, Guangzhou, China** (hereinafter referred to as “SYSU”) was officially established in 1924. SYSU is located at No. 135, Xingang Xi Road, Guangzhou, P.O.Box 510275 People’s Republic of China, of the other part.

## 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 the industry. As the most comprehensive institution, the USB is committed to fulfill the ever increasing scientific needs of the province and the region.
- B. SYSU is a comprehensive multi-disciplinary University, including the humanities, social sciences, natural sciences, technical sciences, medical sciences, pharmacology, and management sciences. SYSU has always been one of Chinese key universities, and is also among the first batch on institutes to award Doctorate and Master degrees and to establish post-doctoral research flowing stations in China. Approved by the state council,



the University was the first to set up graduate school in the south China area in the early 1990s, thus offering a complete range of degrees from the bachelor, master to doctorate.

- 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.

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

1.1. The parties agree to collaborate together in the field of Archaeology and other social sciences, in the area/matter of:

- a) Joint teaching and research projects as both Universities in the field of Archaeology.
- b) Mutual visits of professors, researchers and experts to exchange ideas in the field of Archaeology and other social sciences of interest to both parties.
- c) Exchange of information in the form of books, scientific journals and students theses.
- d) Joint scientific seminars and workshops in the field of archaeological sciences in Iran and China.
- e) Joint Master and PhD research programs.
- 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 in this MoU agree to continue discussions and communication on the areas as identified in sub-clause 1.1 with respect to respect of 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 to by both Parties.

## **2. DURATION AND TERMINATION**

This MoU will remain in effect for Five (5) years after signed by both Parties or until terminated by either party with written notice thirty days prior to the desired date of 23<sup>th</sup> February 2021.



This MoU will be automatically renewed for another five years from the termination date, at the terms and conditions agreed upon by both parties, unless one of the parties shows the intention of termination as aforementioned way.

### **3. FINANCIAL ARRANGEMENTS**

Financial arrangements for all such proposals/activities shall be considered with mutual negotiations.

### **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 to 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 which suspension shall take effect immediately after notification has been given to the other Party.

8.2 Notwithstanding sub-clause (above paragraph), 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, P.O.Box 98155-987, Islamic Republic of IRAN

Attn to : Director, Office of International Affairs

Tel no. : +98-543-1136219

Fax no. : +98-543-3446047

E-mail : intl\_ofic@usb.ac.ir

and

To : **Sun Yat-sen University**

Address : 135 Xingang Xilu, Guangzhou, P.O.Box 510275, People's Republic of China

Attn to : Dean of School of Anthropology and Sciology

Tel no. : +86-2084113313

Fax no. : +86-2084113313

E-mail : zhangyq@mail.sysu.edu.cn

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IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective organizations, signs this MoU on the date as above written.



SIGNED by, for and on behalf of

UNIVERSITY OF SISTAN AND,  
BALUCHESTAN, ZAHEDAN, IRAN

DR Abbas Ali Ahangar

Dean of Faculty of Literature and Humanities

In the presence of:

Dr. Rouhollah Shirazi

Member of Department of Archaeology

And

The representative of University of Sistan and Baluchestan



SIGNED by, for and on behalf of

SunYat-sen University, Guangzhou, China

Dr Zhang Yingqiang

Dean of the School of Anthropology and  
Sociology

In the presence of:

Dr. Tan Yuhua

Head of Department of Archaeology

