



**Academic Co-operation Agreement
Between**

The Faculty of Civil Engineering at Graz University of Technology, Austria

and

The Faculty of Agriculture and the Faculty of Engineering at

Ferdowsi University of Mashhad, Iran

The Faculty of Civil Engineering at Graz University of Technology (TU Graz), Rechbauerstraße 12, 8010 Graz, Austria, and Ferdowsi University of Mashhad (FUM), Azadi Square, Mashhad, Razavi Khorasan Province, Iran, agree to initiate and promote the development of scholarly and cultural co-operation between their respective institutions. It is the intention of this agreement to facilitate the exchange of individual participants between the above mentioned institutions.

I. Both institutions agree to the following forms of co-operation:

- A. **Exchange of Faculty and Administrative Staff and Researchers:** Mutual invitations for staff and researchers are to be encouraged.
- B. **Joint Research Projects:** Topics for joint research, execution of the activities, and dissemination of the results will be established through mutually determined working plans.
- C. **Joint Academic and Scientific Activities:** The organization of joint courses, conferences, seminars, symposia and lectures will be encouraged.
- D. **Exchange of Academic Information and Materials:** Exchange of information in fields of interest to either institute including notification of relevant research activities, publications, conferences, and other scholarly or cultural activity will be encouraged.

II. Implementation:

- E. In order to carry out and fulfill the aims of this Agreement, TU Graz and FUM shall each appoint a coordinator who shall manage the development and conduct of joint activities. The coordinator shall be responsible for the evaluation of activities under this Agreement according to the practices of their respective institutes.

FUM coordinator for this Agreement will be Associate Prof. Dr. Hossein Banejad, email: banejad@um.ac.ir,
while

TU Graz coordinator for this Agreement will be Prof. Dr. Gerald Zenz, email: gerald.zenz@tugraz.at.

- F. Specific details of any activity shall be set forth in a supplemental letter of agreement. The supplemental letter of agreement shall include such items as the responsibilities of each party for the agreed upon activity, schedules for the specific activity, budgets and sources of financing and any other items necessary for the efficient achievement of the activity.

III. Terms of staff exchange, joint research projects, joint academic and scientific activities, exchange of information:

- G. Faculty and staff exchanges may be negotiated by either party. The number, timing and duration of exchanges may vary according to the needs of the particular program and are subject to the availability of appropriate resources.
- H. The receiving university shall not bear any financial responsibility for visiting faculty / staff participants except as may be arranged and explicitly documented for specific cases.
- I. Faculty / staff participants shall submit a report on the experience to both parties.
- J. All financial arrangements will be negotiated for each specific case.
- K. Both Parties agree to exploit other sources of funding for faculty and staff exchange, joint research projects, joint academic and scientific activities, as well as exchange of information and materials.

IV. Intellectual Property Rights

- A. Any intellectual Property Right brought by one of the Parties for the implementation of the co-operation activities under this Agreement shall remain the property of that Party.
- B. Unless the Parties did not agree otherwise in writing, any kind of knowledge, including intellectual Property, data and information whether or not they can be protected resulting from research activities conducted under this Agreement (hereinafter referred to as "Knowledge") shall be the property of the Party generating it. The Parties will inform each other about patents, patent applications and its intention to maintain them.
- C. In case of a joint invention the Parties agree that they may jointly apply to obtain and/or maintain the relevant rights. Furthermore, the Parties agree to set up amongst themselves appropriate agreements which shall in particular determine the share of each Party in the joint invention, the authority of representation against patent offices, as well as the strategies and the financing of the patenting procedure. The costs for the patent application and its maintenance as well as the distribution of royalties in case of commercialization shall be shared between the Parties according to their share in the particular joint invention.
- D. In case a Party needs access rights to the other Parties Knowledge in the course of the commercialization of its own Knowledge, such access rights will be granted on fair and non-discriminatory market conditions, if no commercial or any other interest of a Party is affected thereby.
- E. Confidentiality: The Parties are obliged to keep all data and facts, which are made available to the other Party in the course of their research activities strictly confidential. This also applies for a period of 5 years after the finalization of the respective research activity. If either of the Parties wishes to disclose confidential data and/or information resulting from the co-operation activities under this Agreement to any third Party, the disclosing Party must obtain prior consent from the other Party before disclosure can be made.
- F. Publications: Either Party may publish the results of work performed in relation to their research activities, but will ensure that commercial, confidentiality and other important interests of the other Party are not affected. Furthermore, the Parties will inform each other about their intention to publish the results of their research activities.

V. Data Processing: The Parties agree to exchange personal as well as study-related data of people involved in this co-operation as far as necessary in order to administer the co-operation.

VI. Duration and Termination: This agreement is valid for duration of three years from the date of the most recent signature below; the term of the agreement may be extended upon mutual agreement. Either party may terminate the Agreement during its term by giving six months' advance written notice to the other party as long as no current participant's program of activities is jeopardized by such termination. In such cases, the participant would be permitted to finish the semester or academic year as designated. This Agreement is drawn up with one preamble, six articles in two original copies in English languages; each Party will receive one original copy bearing the same force and effect.

For and on behalf of
Ferdowsi University of Mashhad,
Iran



Prof. Dr. Ahmad Nezami
Dean,
Faculty of Agriculture



Date : 15 FEB, 2020

For and on behalf of
Graz University of Technology,
Austria



Prof. Dr.-Ing. Martin Schanz
Dean,
Faculty of Civil Engineering



Date : 6 MARCH, 2020



Prof. Dr. Hamid-Reza Pourreza
Dean,
Faculty of Engineering



Date : 15 FEB, 2020



Prof. Dr. Harald Kainz
Rector,
Graz University of Technology



Date : 18 MARCH, 2020