MEMORANDUM ON SPECIFIC TEACHING AND RESEARCH STAFF EXCHANGE BETWEEN THE UNIVERSITAT POLITÈCNICA DE CATALUNYA AND UNIVERSITY OF ISFAHAN

Barcelona, 14th of December 2018

BY AND BETWEEN

Prof. Francesc Torres Torres, Rector of the Universitat Politècnica de Catalunya (UPC), appointed by Royal Decree 1025/2017 (published on December 12th in DOGC no. 7514 and in BOE no. 301), whose address in Barcelona is C/Jordi Girona 31, with Tax Identification Number Q-0818003F, and who acts on behalf of the above institution by virtue of the provisions in article 20 of the Organic Law of Universities 6/2001, of 21 December; and articles 67, 169 of the Statutes of the Universitat Politècnica de Catalunya, passed by Agreement GOV/43/2012, May 29th of the Government of Catalonia (DOGC no. 6140 of 1 June 2012).

And of the other part, Prof. Hooshang Talebi, President of the University of Isfahan, appointed by the Minister of Science, Research and Technology by virtue of letter No. 16/192786 dated 05 December 2015, whose address in Isfahan is Hezar-Jarib Ave., Isfahan, 81746-73441, I.R. Iran.

The parties, mutually acknowledging each other's legal capacity to enter into and be bound by this memorandum,

HEREBY STATE:

That on 14th of December 2018, the parties signed a framework collaboration memorandum with the aim of promoting the implementation of joint actions, including staff exchange programmes, joint research, bachelor's and doctoral student training and any other programme of mutual benefit, which must be governed by a specific memorandum signed by both parties.

That within the aforementioned framework the parties wish to continue to collaborate by regulating the teaching and research staff exchange programme, which is subject to the following clauses:

TEACHING AND RESEARCH STAFF EXCHANGE PROGRAMME

A. PURPOSE
The intention of this programme is to promote and strengthen the regular exchange of professors and researchers between the two universities.

B. EXCHANGE FLOW

Every year the *UI* may send up to five members of its teaching and research staff to the Department of Automatic Control at UPC, and the UPC may send up to five members of its teaching and research staff to the *UI* while this memorandum is in effect, starting in the 2018-19 academic year. The duration of each exchange will be established by mutual memorandum in each specific case.

C. SELECTION PROCEDURE

The institutions shall establish the participants' areas of specialisation by mutual memorandum. Once these areas of specialisation have been defined, the home institution will put forward the chosen professor and/or researcher for approval from the host institution.

The following guidelines are applicable to all exchange #professors and researchers:

a) After completing their stay at the host institution, the participants of the exchange must return to the home institution. An extended stay must be approved by both universities.

b) All exchange professors and/or researchers must adhere to the host institution's rules and regulations.

D. ACTIVITIES

The activities and tasks to be carried out will be proposed by the host institution and the professors and/or researchers.

E. RESPONSIBILITIES OF THE SIGNATORIES

a) The professors' and/or researchers' salaries will be paid by the home institution in accordance with the prevailing regulations.

b) The costs of transfer to and from the host institution will be covered by the lecturer or by the home institution.

F. RESPONSIBILITIES OF THE PROFESSOR/RESEARCHER

a) To cover personal and clothing costs and any debts incurred during their stay at the host institution.

b) To carry out the activities and tasks mentioned in Section D.

Liability for the lecturers' and/or researchers' medical insurance and health care during their stay at the host institution must be agreed upon in each individual case.

G. CONFIDENTIALITY

Both parties shall agree to the limits on confidentiality in the annexes that may be generated in the framework of this memorandum. Furthermore, if information is exchanged as a result of the relationship between the parties, they undertake not to disclose or disseminate the methodological and scientific aspects that *(name of the other university)* or the UPC class as confidential, during the term of this memorandum.

H. FUNDING FOR THE MEMORANDUM

Resources for the implementation of the memorandum may be provided by any of the parties, depending on their budget. Neither of the parties is obliged to provide funding for this memorandum unless this is stated in the specific memorandum. The institutions shall take any actions needed to seek funding from national and international authorities for joint activities in the framework of this memorandum.

I. PERSONAL DATA PROTECTION

The parties agree to observe and comply with the prevailing regulations on personal data protection at all times.

If personal data are accessed as a result of the implementation of this memorandum, the parties shall use or apply them solely and exclusively for the purposes and in the manner specified in this memorandum and shall not communicate or transfer them to other persons, not even for their conservation.

The parties shall adopt any technical and organisational safety measures needed to prevent the loss, fraudulent use, modification, non-authorised access and theft of the personal data, taking into account the state of the technology, the nature of the data stored and the risks to which they are subject, whether as a result of human action or the physical or natural environment.

J. OCCUPATIONAL HEALTH AND SAFETY

The parties are bound by the applicable health and safety regulations.

The parties must rigorously adopt the occupational health and safety and risk prevention measures that are compulsory or necessary to prevent the risks that may affect teaching and research staff, in accordance with current regulations. They will equip staff with all the appropriate safety means and collective and personal protective equipment. They must inform the UPC immediately of any situation that may threaten the health and safety of its workers.

To ensure effective cooperation, the parties must appoint an occupational risk prevention officer, who will oversee occupational health and safety issues. This person shall ensure that coordination measures are in place.

Teaching and research staff are obliged to observe schools' and laboratories' rules of operation, risk assessment, safety and access and time control.

K. TRANSPARENCY

In accordance with current legislation on transparency, access to public information and good governance, the UPC, in relation to this memorandum, shall publicly disclose information concerning the signatory parties, its purpose and effect, the parties' obligations, including those of a financial nature, and any amendments to the memorandum.

L. RENEWAL, TERMINATION AND AMENDMENTS

This memorandum is valid for 4 years from the date of the last signature, on the understanding that it may be terminated by any of the parties in writing at least six months in advance. The memorandum may be extended by mutual written consent of the two parties for a maximum of 4 more years. This memorandum may be amended by means of letters sent between the institutions. Any amendments approved by both institutions must be set out in a document signed by both parties. This document will then be annexed to the contract and the amendments must be incorporated into a new contract.

If the present memorandum is terminated, both parties must guarantee the completion of the projects and initiatives already in progress.

M. FRAMEWORK MEMORANDUM

The remaining clauses and conditions of the framework memorandum referred to above will enter into force and be fully applicable if they do not disagree with or contradict the provisions of this specific memorandum.

In witness whereof, the parties have signed this document on the date and at the place indicated in its heading.

On behalf of **UNIVERSITY OF ISFAHAN**

Hooshang Talebi

President

Date:

On behalf of the **UNIVERSITAT POLITÈCNICA DE CATALUNYA**

Francesc Torres

Rector

Date: