



Centre for International Science and
Technology Cooperation



MEMORANDUM OF UNDERSTANDING

BETWEEN THE

**CENTRE FOR INTERNATIONAL SCIENCE AND TECHNOLOGY
COOPERATION (CISTC)**

AND THE

**CENTRE FOR THE DEVELOPMENT OF INDUSTRIAL
TECHNOLOGY (CDTI)**

MEMORANDUM OF UNDERSTANDING ESTABLISHING THE BILATERAL R&D PROGRAMME “IRAN - SPAIN INNOVATION PROGRAMME” (IRANESP)

BY AND BETWEEN

Mr. S. Ahmadreza Alaei Tabatabaei, in his capacity as Director General of Technology Exchange Office (Centre for International Science and Technology Cooperation, hereinafter referred to as “CISTC”), a governmental entity affiliated to the Vice Presidency for Science and Technology of the Islamic Republic of Iran

and

Mr. Javier Ponce Martinez, in his capacity as General Director of the CENTRO PARA EL DESARROLLO TECNOLÓGICO INDUSTRIAL, E.P.E. (Centre for the Development of Industrial Technology, hereinafter referred to as “CDTI”), a Public Legal Entity attached to the Ministry of Science, Innovation and Universities of the Kingdom of Spain

CISTC and CDTI shall be jointly referred herein as the “Signatories” or individually as a “Signatory”.

Both Signatories recognize, in the capacities in which they act, the other Signatory's legal capacity to enter into this agreement and:

HEREBY DECLARE

First. That CISTC is a governmental entity affiliated to the Vice Presidency for Science and Technology of the Islamic Republic of Iran.

Second. That CDTI is a Public Legal Entity responsible for the management and development of the technological innovation policies of the Spanish Ministry of Ministry of Science, Innovation and Universities.

Third. That CISTC and CDTI express their will to collaborate on a reciprocal basis to further their objectives of supporting competitiveness of their respective national industries, by means of joint projects industrial research, technological development and innovation.

CISTC and CDTI express their understanding in this MoU, comprising 7 Paragraphs and one Annex, as follows:

1. General Provisions

1.01 This MOU shall not be construed as giving rise to obligations under international or national law.

1.02 The Signatories agree to further their objectives by collaborating to promote and provide their own support for the development of joint technology cooperation projects

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between Spanish and Iranian companies, with the possible participation of research and technology centres, in areas of mutual interest, without exchange of funds among the Signatories and subject to their internal rules and regulations as regards their respective involvement in the said joint projects.

- 1.03 The Signatories also agree to assist collaborating entities to link with other Spanish and Iranian organizations and institutions which can provide mechanisms for assisting companies and research entities of each country to access innovation services that may not otherwise be available.
- 1.04 Further to the above, both Signatories agree to encourage and promote cooperation through the following specific actions:
- (a) Identifying potential innovative areas in each Signatory's country and acting as a liaison with Spanish and Iranian entities that might establish collaborative technology alliances and joint projects;
 - (b) Assisting entities both in Iran and Spain in jointly developing technology cooperation projects; and
 - (c) Promoting familiarity with, and knowledge of, the research, technology and innovation systems of the other Signatory.

2. Forms of Collaborative Activities

- 2.01 The Signatories will carry out their collaboration through the establishment of a Bilateral Iran - Spain Technology Cooperation Programme, preliminarily referred to as "IRANESP" (IRAN SPAIN INNOVATION PROGRAMME).
- 2.02 Other possible collaboration activities may include:
- (a) Facilitation of collaborative technology alliances and joint projects between Spanish and Iranian companies, and research and technology centers of both countries, by means of matchmaking sessions (cooperation areas), organization of Technological Co-operation Missions and Technical Workshops, assistance for the identification of opportunities and search of potential partners in Spain and Iran, and institutional support in building up consortia.
 - (b) Exchanges of information on collaborative activities to allow both Signatories to assess their performance as regards their respective client communities; and
 - (c) Other forms of collaboration, co-operation and joint undertakings that might help entities in each Signatory's country to form sustainable technology-based partnerships.
- 2.03 Other forms of collaboration, in addition to the activities described above and in Paragraph 1 may be determined through consultations with the CISTC / CDTI Steering Committee described in Paragraph 4.

3. Bilateral Technology Cooperation Programme

For the purpose of establishing a Bilateral Technology Cooperation Programme referred to in Paragraph 2.01 above, the following basic principles will apply:

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- 3.01 The purpose of the Bilateral Programme is to promote and support joint technology cooperation projects. Each Signatory will support the corresponding beneficiaries in its respective country, devoting its own resources, according to its internal rules and regulations and within the framework of the general conditions established in this agreement. Both Signatories will complete within a 6 month period their technical and financial evaluations of joint technology projects that are deemed necessary to consider them eligible. Upon completion of these evaluations, both Signatories will either commit to support a given project or deny such support. Projects approved will receive the Label "IRANESP" that will be used for the official recognition of the international technological cooperation carried out by the consortia and that will confirm the public support under the conditions agreed for each specific project, via exchange of letters between the Signatories.
- 3.02 The Bilateral Programme laid down in this Cooperation Agreement will be executed through Joint Calls for technological co-operation projects, such as industrial R&D, industrial technology development, etc. in mutually agreed focus areas, under the following conditions:
- a) The Signatories will determine the targeted number of Joint Calls to be launched, their respective time frames and the thematic areas to be covered by each Call.
 - b) Specific requirements related to the nature of the Call and consortium eligibility criteria will be set out in the same text of each Call.
 - c) Eligible costs: The project budget must clearly specify the costs of each and all the activities pertaining to the project and delineate the costs to be respectively borne by the Spanish and Iranian partners. The costs of the Iranian and Spanish partners must be eligible under the laws and regulations that may be applicable in each country and under internal regulations of CISTC and CDTI, respectively.
 - d) Submission of Proposals: Spanish and Iranian co-applicants must develop one joint research plan that shall be submitted to both CISTC and CDTI using the forms that may be respectively required by each organization, together with the relevant appendices. The applications must include a statement explaining how the proposed collaboration adds value to both countries.
 - e) The participants in a joint project shall sign a Consortium Agreement (CA) covering all the major management issues, specifically in the area of intellectual property, and how the project is to be financed. The CA should contain also provisions that will allow the smooth future uses of the results, the shared exploitation of them, and a clause concerning the confidentiality of the information exchanged between participants. This CA should be signed before the approval of the project by the Signatories.
 - f) Joint Evaluation: Each Signatory shall evaluate the applications according to its own internal rules and evaluation procedures.
 - g) Joint decision towards project award/funding will be taken based on the recommendation of the Joint Evaluation Committee Meeting.
 - h) Collaboration under this Bilateral Programme is subject to the budget availability of each Signatory, which shall be communicated to the other Signatory on a yearly basis. Any further relevant information and/or specific details that may affect the collaboration undertaken under this Bilateral Programme shall be mutually agreed by the Signatories and, if applicable, included in the text of the Joint Calls.
 - i) Certification of final Completion of joint co-operation projects: Upon completion of the project, all the costs incurred must be sufficiently and duly justified by the participating companies and verified by each of the Signatories under their respective internal monitoring rules and procedures. Each Signatory shall certify to the other Signatory, by means of an exchange of letters, the final completion of the referred projects.

- 3.03 An Annual Work Plan shall be jointly established by the Signatories and shall detail the objectives to be achieved, including the target number of funded projects, the Calls to be launched and its time schedule, and the planned activities that will be performed.
- 3.04 The Signatories agree to establish the document attached as ANNEX concerning the "IRANESP Bilateral Programme Management Guidelines".

4. CISTC / CDTI Coordinators and Managers

- 4.01 Both Signatories shall endeavour to facilitate all formalities in connection with the preparation, negotiation and implementation of activities within the framework of this Cooperation Agreement and shall maintain close and direct contact in order to secure an efficient management of the Bilateral Programme.
- 4.02 Each Signatory shall designate an Executive Coordinator as well as a Deputy Coordinator to be responsible for the cooperation and activities between the Signatories. Moreover, both Signatories shall nominate a National Manager to manage the daily/operational aspects of the Bilateral Programme.
- 4.03 For the purposes of an effective management and implementation of this Cooperation Agreement, the Signatories will participate in a CISTC / CDTI TECHNOLOGY PARTNERSHIP STEERING COMMITTEE (hereafter referred as the "Steering Committee"), consisting of the following representatives from each Signatory:
- i. From CISTC
 - 1. Mr. Ahmadreza Alaei Tabatabaei - Executive Coordinator
 - Mr. Masoud Hafezi - ¡Error! Vínculo no válido.Ms. Giti Mortazavi Sarmad - ¡Error! Vínculo no válido.
 - ii. And from CDTI
 - 1. Mr Javier Ponce Martinez – Executive Coordinator
 - 2. Ms. Angeles Valbuena Puente – Deputy Coordinator
 - 3. Mr. Hector Gonzalez Menendez – National Manager (IRANESP)
- 4.04 The Steering Committee will consult in person or in writing, whenever necessary, to review the activities undertaken pursuant to this Cooperation Agreement and to identify new complementary activities which may be undertaken to the mutual benefit of both Signatories, subject to the consensual agreement of both Signatories.
- 4.05 National Managers will be in charge of the management of the Bilateral Programme, and they will supervise the preparation and implementation of national project-related activities at the operational level. Specifically, they are trusted with securing the R&D quality of the joint projects taking into account the requirements of the Cooperation Agreement and the annual targets set-up for the Bilateral Programme.
- 4.06 Each Signatory shall be responsible for its own expenses incurred in sending representatives to attend meetings.

5. Funding of management activities and projects

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- 5.01 Collaboration under this Cooperation Agreement is subject to the availability for both Signatories of the necessary resources – both human and financial – for the proper management of the Bilateral Programme.
- 5.02 For the implementation of jointly approved bilateral cooperation projects (including industrial research, technological development and innovation), both Signatories agree to identify innovation funding in their respective countries and organizations and to assist in making them available for joint technology cooperation projects, according to their corresponding rules and regulations, on a non-exchange of funds basis.
- 5.03 Missions and partnership activities will be funded as follows: for the activities relating to collaborative technology alliances and joint projects between Iranian and Spanish participants, each visiting Signatory will cover its own airfare, accommodation, meals, and incidental expenses. The hosting Signatory will bear the cost of the meeting facilities. In those cases where attendance at a relevant conference is integral to the partnering activities, the hosting Signatory agrees to make its best efforts, where appropriate, to secure favourable registration rates from the conference organizer and on behalf of both Iranian and Spanish participants. For all other cooperative activities pertaining to the activities relating to collaborative technology alliances and joint projects, each Signatory shall cover its own expenses.
- 5.04 Nothing in this Cooperation Agreement shall be construed as an exchange of funds among the Signatories.
- 5.05 While preserving the central role and sole authority of CISTC in Iran and CDTI in Spain to formally approve the projects within the IRANESP Bilateral Programme, other agencies can play a complementary role in the IRANESP Bilateral Programme with regard to promotional activities, quality checks of candidate's applications and, ultimately, the funding of approved projects, in their corresponding areas of competence. For this purpose, appropriate arrangements will be established by CISTC and CDTI with those agencies. Such arrangements may be subject to a separate bilateral cooperation agreement between those other agencies and CDTI, and between those other agencies and CISTC.



6. Confidentiality

- 6.01 All information to be treated as confidential information, including trade secrets, shall be marked by the disclosing Signatory as "Confidential". Information disclosed in oral or visual form that is to be treated as confidential information shall be identified as "Confidential" at the time of disclosure. In case where the disclosing Signatory fails to properly inform about the confidential nature of any information prior to its disclosure, such information may be protected as confidential from the date when the notification letter is received by the other Signatory, informing of its intent to keep such information as confidential. From the date thereof, the recipient Signatory shall keep such information as confidential.
- 6.02 The Signatories shall not disclose to a third part any trade secret or confidential information of the other Signatory without written consent of such Signatory.
- 6.03 Neither Signatory shall use any trade secret or confidential information of the other Signatory without written consent of such Signatory except for the purpose of partnering and research co-operation pursuant to this MoU.
- 6.04 This Paragraph shall apply as long as the information is not available in the public domain and even in the case where the Signatories may agree to terminate this Cooperation Agreement.

7. Term of This Cooperation Agreement

- 7.01 This Cooperation Agreement will come into effect upon signature by both Signatories and shall have duration of 4 years that could be extended to other 4 years. Either Signatory can terminate this Cooperation Agreement upon a 6 month written prior notice to the other Signatory. The termination of this Cooperation Agreement will not affect the completion of any joint collaborative R&D projects facilitated or supported under this Cooperation Agreement.
- 7.02 In the event of termination of this Cooperation Agreement, obligations and commitments already agreed upon shall be honoured and continued until full completion.
- 7.03 Neither Signatory hereto shall have any legal obligation to the other Signatory with respect to any matter referred to in this Cooperation Agreement, unless and until a written formal agreement implementing the principles herein specified has been executed by a duly authorized representative of the Signatories hereto.
- 7.04 This Cooperation Agreement may be amended and supplemented at any time upon agreement by both Signatories.
- 7.05 Disputes arising out of interpretation or implementation of this MOU will be settled amicably through consultations or negotiations between both Signatories through diplomatic channels.

SIGNED in Tehran, on 25/12/ 2018, and in Madrid, on 01/10/ 2018, in duplicate, each version being equally authentic.

<p>CISTC-Islamic Republic of Iran</p> <p></p> <p>Ahmadreza Alaei Tabatabaei</p> <p>Director General of Technology Exchange for Centre for International Science and Technology Cooperation (CISTC)</p>	<p>CDTI-Kingdom of Spain</p> <p></p> <p>Javier Ponce Martinez</p> <p>Director General of the Centre for the Development of Industrial Technology E.P.E. (CDTI)</p>
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ANNEX

IRANESP Bilateral Programme Management Guidelines Rules of Participation

This document describes the general guidelines to manage the Bilateral Technology Cooperation Programme (hereinafter referred to as "Iran & Spain Innovating Program" - IRANESP), included in the Memorandum of Understanding signed by the Centre for International Science and Technology Cooperation of the Islamic Republic of Iran (CISTC) and the Centre for The Development of Industrial Technology (CDTI) of Spain. The purpose of this document is to describe all aspects of proposals management and the rules of participation.

1. INTRODUCTION

- The Signatories will determine in future Work Plans to be signed by the Executive Agents the targeted number of Joint Calls to be launched annually, their respective time frames and thematic areas.
- The Signatories shall communicate annually to each other their respective budget allocations to the Programme, so as to structure and schedule the joint Calls to be launched in the referred year.
- Market-driven research and development projects are to be promoted and funded via these Calls.

2. MANAGEMENT COMMITTEE

Both Signatories shall endeavor to facilitate all formalities in connection with the preparation, negotiation and implementation of activities within the framework of the Joint Programme and shall maintain close and direct contact, particularly, in order to ensure an efficient management of the Joint Calls, thereby speeding up as possible the certification of the agreed projects within the minimum time span.

To this effect, the Signatories agree to set up a Steering Committee entrusted with management and cooperation activities arising from the implementation of the Programme and Calls, comprising an Executive Agent and a Deputy Coordinator from both agencies together with the respective National Managers:

(a) From CISTC

- (i) Mr. Ahmadreza Alaei Tabatabaei - Executive Coordinator
- (ii) Mr. Masoud Hafezi – Deputy Coordinator
- (iii) Ms. Giti Mortazavi Sarmad - National Manager (IRANESP)

(b) And from CDTI

- (i) Mr. Javier Ponce Martinez – Executive Coordinator
- (ii) Ms. Angeles Valbuena Puente – Deputy Coordinator
- (iii) Mr. Hector Gonzalez Menendez – National Manager (IRANESP)

3. JOINT CALLS

- Specific requirements related to the nature of the Call and consortium eligibility criteria will be set out in the same text of the Call. As per CDTI internal regulations, the Spanish part of the consortia must necessarily be led by a Spanish company (collaboration is permitted with other entities), but according to its mandate CDTI can only provide funding to Spanish companies subject to budget availability. As per CISTC internal regulations, the Iranian part of the consortia must necessarily be led by an Iranian company and provide budget to Iranian companies. In any event, co-operation between the Signatories under this Bilateral Programme shall take place on a non-exchange of funds basis.
- Before launching the Joint Calls, the Signatories will discuss and set an internal calendar with the relevant phases (reception of proposals, eligibility check, evaluation, final selection of projects, funding commitment) and subsequent deadlines to be followed by both Agencies when managing the joint Calls.
- The Signatories may agree upon certain priority areas of high potential for Iranian-Spanish co-operation, but Calls would ultimately be open to any area of interest to the participating entities and for the purpose of generating mutual economic benefits.

4. SUBMISSION OF APPLICATIONS

Spanish and Iranian co-applicants must develop a unique project proposal application that shall be submitted in English using the bilateral co-operation form agreed by both institutions to both CISTC and CDTI, simultaneously within the deadline of the particular Call period.

The Bilateral Co-operation Form must emphasize on how the proposed collaboration adds value, main innovations, activities to be developed by both Signatories highlighting the collaborative work being carried out on each side, their expertise, etc.

In addition to the bilateral co-operation form, co-applicants will have to submit the following documents as relevant appendices:

- Consortium Agreement in English whereby the co-applicants should agree upon the ownership, access rights and exploitation of the intellectual property generated during the co-operation - to be submitted to CISTC and CDTI.
- Funding organization-specific documents to be submitted to CISTC and CDTI respectively, as per their respective guidelines.

The eligibility of each application will be completed by CISTC and CDTI within one month from the closing date of the Call for Proposals. All applicants will be notified of the results of the initial review of their projects by the respective Implementing Organization.

Partners meeting all eligibility criteria will be invited to submit the National Funding application based on the national procedures and according to the national rules that apply to CISTC and CDTI.

5. FINANCIAL SUPPORT

Funding support will be given to each partner by its own Implementing Organization (CISTC in Iran, CDTI in Spain) in accordance with their national laws.

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6. ELIGIBLE COSTS

The project budget must clearly specify the costs of each and all the activities pertaining to the project and delineate the costs to be respectively borne by the Spanish and Iranian partners. The costs of the Iranian and Spanish partners must be eligible under the laws that may be applicable in each country and under internal regulations of CISTC and CDTI, respectively.

CISTC can only provide funding to Iranian companies subject to budget availability. CDTI can only provide funding to Spanish companies subject to budget availability.

- As per CISTC and CDTI's regulations project expenditure eligible costs will include amortization of capital assets, outsourced technical collaborations, material costs, technical personnel costs and other costs (indirect costs, audit costs).

7. APPLICATION REVIEW PROCESS

All applications will be treated as strictly confidential. Each project proposal will be reviewed and evaluated by qualified evaluators working as permanent employees of CDTI and as external and internal evaluators for CDTI. CISTC will not send applications for technical assessment to external Iranian evaluators outside of CISTC without first having a confidentiality or non-disclosure agreement in place.

Evaluators of CISTC and CDTI will follow assessment criteria, to be jointly agreed by CISTC and CDTI, in order to execute ex-ante assessment of Iranian-Spanish projects before their endorsement.

As per the results of the assessments, evaluators from CISTC and CDTI will make recommendations to the Programme Management Committee.

8. ASSESSMENT CRITERIA

The joint projects must meet the general requirements of the funding organizations. The projects to be funded are chosen by evaluating them as a whole. Projects are reviewed and evaluated against the evaluation criteria outlined in the agreed evaluation form, mainly:

- Crucial Criteria
 - Financial capacity of Partner.
 - Formal Agreement between Partners.
- Basic Assessment Criteria
 - Partnership and Partners
 - Well balanced partnership
 - Added Value through co-operation
 - Technology Capacity of all Partners
 - Managerial Capacity of all Partners
 - Project Structure
 - Methodology and Planning Approach
 - Milestones and deliverables
 - Cost and financing structure
 - Financing commitment of each Partner
- Technology and Innovation
 - Technological Advance
 - Degree of technological maturity and risk
 - Technological Achievements

- Innovation
 - Degree of innovation
 - Geographical sectorial impact
- Market and Competitiveness
 - Market and profitability
 - Market size
 - Market access and risk
 - Return on investment
 - Competitive advantages
 - Strategic importance of the project
 - Enhanced capabilities and visibility

9. SELECTION OF PROJECTS

Within a month from the date of exchange of evaluation results between CISTC and CDTI, the Programme Management Committee will reach a consensus on the evaluation results and make a joint decision on the projects to be funded, as per the budget allocated to the specific Call.

CISTC and CDTI will, after having formed their mutual understanding on the projects to be funded, make their funding decisions according to their normal procedures.

CISTC and CDTI will inform their grantees about the funding decisions according to their normal practices.

10. PROJECT APPROVAL AND GRANTING LETTER

In order to approve and finance projects, CISTC and CDTI will produce a "Letter of Certification", to make official to the participants that the project has been selected for funding under the Iranian-Spanish Joint Programme of Technological Co-operation between CISTC and CDTI.

The referred Letter of Certification (awarding the Label "IRANESP") will be signed in duplicate by CISTC and CDTI for each successful proposal by means of exchange of letters.

The participants can be requested to produce a short summary for public release to the media or other interested organizations.

11. PROJECT DEVELOPMENT FOLLOW-UP

National Offices will:

- Ensure that projects have started as expected, following scheduled plans;
- Identify projects which have not started on due time, indicating the causes for delay;
- Take, when possible, corrective actions at the project level in order to avoid withdrawal from the project by participants;
- During the project development, new organizations can join the projects only if agreed upon by the participants in the project, and by CISTC and CDTI - according to their respective internal decision making procedures in this regard.

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[Signature]

12. PROJECT COMPLETION

National Offices should consider as complete and finished projects those having been accomplished and living up to the general objectives and aims set forth at the starting point of its development. This statement does not necessarily mean neither that the project has been successful, not that the product, process or service developed should be directly marketable.

CISTC and CDTI will verify the finalization of projects of their respective participants by issuing a "Certificate of International Completion" of the project within a 2 month period after the date of finalization of the project. The Letter of Certification will be signed by the Executive Agents of the Programme.



Islamic Republic of Iran
Vice Presidency for Science and Technology

CDTI Centro para el Desarrollo
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24/01/2019

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To: Mr. Javier Ponce Martinez
Director General of the Center for Development
Of Industrial Technology E.P.E. (CDTI)

Date: 01 Jan 2019

Our Ref: 11/18858

Your Ref:

City/Country: Kingdom of Spain

Page(s): 1

☐ Urgent; ☐ For Review; ☐ Please Comment; ☐ Please Reply;

Dear colleague,

Happy New Year of 2019!

May your New Year be filled with prosperity, happiness, peace, and treasured moments.

I am writing to acknowledge receipt of the MoU between CDTI and our organization as the Center for International Science and Technology Cooperation (CISTC), received on November 2018.

As you might be informed, I had a meeting with Ms. Carmen Vela, former Secretary of State for R&D and Innovation, on November 2017 in Madrid which has led to development of Iran-Spain science and technology cooperation. She advised me to state this process by signing two MoUs. Afterward, we received two MoU drafts from your side. The first one was drawn up to be signed between the Vice Presidency for Science and Technology of Iran and the Ministry of Economy, Industry and Competitiveness of Spain as the main document and the second was supposed to be signed between CDTI & CISTC.

As we did not receive the first MoU, we have corresponded with your embassy in Tehran several times, but no feedback has been received yet. Therefore, in the interest of saving time, I signed the (second) MoU (between CISTC and CDTI) which has been attached to this letter.

In Addition, I would like to introduce Ms. Zahra Sahaei (z.sahaei@isti.ir), substituted for Ms. Giti Mortazi, as a member of the Steering Committee and our contact person to coordinate mutual programs.

Hope we can reach to tangible achievements through our mutual endeavors in near future,

Sincerely yours,

S. Ahmadreza Alaei

Director-General of Technology Exchange Office

