

Collaboration Agreement for University-Led Projects

Between Tehran University of Medical Sciences (TUMS), Tehran, Iran

and University of Lausanne, Switzerland

WHEREAS *Tehran University of Medical Sciences (TUMS) and University of Lausanne, represented by the Institut des humanités en médecine, Faculty of medicine and biology (UNIL) wish to collaborate on a research project entitled "Childbirth in Iran"*

NOW THEREFORE *The parties hereby agree as follows:*

1. Purpose & Scope of the Project

The purpose of this project is to start a collaboration between UNIL and TUMS in order to share mutual experiences in field of midwifery and to publish at least one common paper in a scientific journal about childbirth in Iran.

The project will begin on September 2018 and will continue until September 2019. The project is based on the doctoral project of Ms Rosanna Sestito, PhD student at UNIL under the supervision of Mr Vincent Barras.

2. Commitments & Responsibilities

Tehran University of Medical Sciences will fulfill the following commitments as agreed:

- to provide the PhD student Rosanna Sestito access to members of Midwifery School of TUMS in order to collect and share experiences about childbirth in Iran;
- to collaborate together with Rosanna Sestito on at least one scientific publication on the results of this project.

Faculty of Medicine and Biology/University of Lausanne will fulfill the following commitments as agreed:

- upon request, to provide access to the data collected from members of Midwifery School of TUMS ;
- to collaborate with TUMS researchers on at least one scientific publication on the results of this project.

Both parties will appoint a coordinator to facilitate the communication between them.

In their activities related to the implementation of the present agreement, both Parties comply with their respective code of conduct: for UNIL, the University Charter and the European Charter for Researchers; for TUMS, More particularly, it means the Parties agree to take all the necessary measures to respect the participants to the Project and to protect their identity.

3. Records and Reports

TUMS and UNIL will provide regular reports (in the form of meetings, oral or written presentations) to each other and a written final report of the accomplishments and significant findings of tasks. TUMS and UNIL will store supporting documents and other records pertaining to each task for a renewable five-year period, upon agreement between the parties.

4. Financial contribution and external funding

The project is solely funded by a mobility grant individually granted to and managed by PhD student Rosanna Sestito. Each Party follows its own rules in terms of reimbursement of expenses and financial reporting.

5. Intellectual Property

This Agreement does not affect the ownership of any Intellectual Property in any Background or in any other technology, design, work, invention, software, data, technique, Know-how, or materials that are not Results. The Intellectual Property in them will remain the property of the party that contributes them to the Project. No licence to use any Intellectual Property is granted or implied by this Agreement except the rights expressly granted in this Agreement.

Each Party grants the other a royalty-free, non-exclusive licence to use its Background for the purpose of carrying out the Project, but for no other purpose.

6. Academic Publication

Each Party (the Publishing Party) will submit to the other, in writing, details of any Results of the Project and any of the other Party's Background that any of its employee or student intends to Publish, at least 20 days before the date of the proposed Publication. If the Publishing Party does not receive a Confidentiality Notice or an objection within that period, its employee or student may proceed with the proposed Publication, provided that, whether or not it has received a Confidentiality Notice, any of the other Party's Background that is Confidential Information as identified in Article 7 may not be published.

For each Publication, the Parties agree to follow the Vancouver recommendations for academic authorship : "authorship shall be based exclusively on the following four criteria, 1) substantial contributions to the conception or design of the work; or the acquisition, analysis, or interpretation of data for the work; 2) drafting the work or revising it critically for important intellectual content; 3) final approval of the version to be published; 4) agreement to be accountable for all aspects of the work in ensuring that questions related to the accuracy or integrity of any part of the work are appropriately investigated and resolved".

7. Confidential Information

Each Party (Recipient) agree to keep confidential and not to use for another purpose than the performance of this Agreement all information belonging to the other Party (the Disclosing Party) with which it may come in contact during the course of the Project, provided that such information have been clearly labeled as confidential by the Disclosing Party or, if disclosed orally, have been confirmed in writing as being confidential within ten (10) days from their disclosure. Each Party shall be responsible for the compliance by its personnel with these confidentiality obligations.

The obligations above about confidential information shall not apply to any information that:

- were in the public domain or open to the public at the time they were transmitted to Recipient, or
- became public or open to the public for reasons other than an action or omission attributable to Recipient, or
- were in Recipient's possession, without any limitation regarding their disclosure at the time they were transmitted to Recipient, provided that such prior possession is supported by a written evidence, or
- were obtained in good faith by Recipient and without any commitment relating to confidentiality from a third party entitled to disclose them.
- Were independently developed with reliance of the received Confidential Information.

The obligations under this article shall remain effective for five (5) years after termination of this Agreement or for a period defined by the Disclosing Party at the time of communication of such confidential information to Recipient.

Neither UNIL nor TUMS will use the other's name or logo in any press release or product advertising, or for any other promotional purpose, without first obtaining the other's written consent.

8. Termination by Agreement or on Notice

The parties may terminate this agreement at any time by mutual consent. One of the parties may terminate this agreement by giving to the other parties thirty (30) days advance notice in writing to that effect. In the event of termination, the parties shall cease work under this agreement and provide each other a final report on the status of their work for the project even though the work is not completed.

9. Signatures

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