

# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**Functional Neurosurgery Research  
Center (FNRC), Shahid Beheshti  
University of Medical Sciences**

**AND**

**UNIVERSAL SCIENTIFIC EDUCATION  
AND RESEARCH NETWORK (USERN)**



**USERN**

[Universal Scientific Education &  
Research Network]  
[usern.org]



## RECITALS

This "Office Establishment Agreement" is entered into by and between the *Universal Scientific Education and Research Network (USERN)*, a non-profit scientific organization headquartered in Tehran, Iran, and *Functional Neurosurgery Research Center (FNRC)*, *Shohada Tajrish Comprehensive Neurosurgical Center of Excellence*, *Shahid Beheshti University of Medical Sciences*. *USERN* and *Functional Neurosurgery Research Center (FNRC)* are referred to collectively, as "*Parties*" or individually as "*Party* *Functional Neurosurgery Research Center (FNRC)*, *Shahid Beheshti University of Medical Sciences* shall be designated as "*Host*" to *USERN Office*.

## SUMMARY

*USERN Offices* identify a collaboration between *USERN* and the hosting organization or academic body. *USERN Offices* shall have or might have had any previous organizational scientific permits, either educational or scientific and commit to operating the formally agreed upon functions identified in the agreement between *USERN* and their respected *Host*. The *office Executive Director* is the primary in charge and the contact person to whom *USERN* addresses tasks and communications.

Notably, although these offices are not the properties or profits of *USERN* network, they claim support for any of the previously agreed upon forms of scientific activity, through adopting the official *USERN* symbol and *USERN* name in their offices and scientific works.

## SCHEDULE 1: DEFINITIONS AND INTERPRETATION

**1.1 USERN Office-** *USERN Office* is a physical part of a scientific, educational or research establishment, designated to identify the collaboration between Universal Scientific Education and Research Network and the appointed governing scientific non-military body, the *Host*.

**1.2 Host-** means university, research center, research laboratory or any scientific, non-military establishment, and its dean, deputies, directors, students, members, employees, agents, representatives, affiliates, designees, and assigns.

**1.3 Executive Director-** Official representor of the *Host*, accredited by USERN to facilitate all grounds of scientific research/educational cooperative efforts, conduct all activities agreed upon as executional deeds of the office, communicate with the *USERN Offices Manager* and report back in a timely and proper manner to the respected deputy.

**1.4 Scientific Director-** A senior member of the centre who facilitates the organization of events, appoints the *Executive Director*, and eases the collaborations between the *USERN Offices Manager*, *Office Founder* and university members.

**1.5 Office Founder-** High rank official of the *Host* (Chancellor of university, vice-chancellors of the university, director of the lab or founder of the research center), and/or his/her successors, who certifies through signing this document the establishment of this office, and guarantees the perdurance of the office and the agreed upon document and for compliance with all local/internal, external, legal or nondiscrimination ordinances, regulations and laws of the respected *Host* or those executed by USERN. *Office Founder* might be substituted in executional power or responsibilities, by the next rank official or his coordinate, during the establishment period of the *USERN office*. *Successors* of the *Office Founder* shall identify the mutual agreement as valid and reasonably support the execution, delivery and performance of the agreed upon, until extinction of the *Effective Date* of the agreement or *Termination of the Agreement* by USERN and the *Host*.

**1.6 USERN Prize-** *USERN Prize* is an annual contest between world junior scientists, under 40 years old, in five areas, formal, physical, biological, medical and social sciences, entailing a USERN Laureate Certificate and a USERN Cash Prize. USERN Laureates become members of USERN Advisory Board, promptly after the *USERN Prize Festival*, on November 10th.

**1.7 USERN Interest Groups-** All around the world, thousands of scientists are making the best of their efforts to find solutions for scientific problems in their field of specialty, in order to make the universe a more befitting Host for all mankind. We believe that our lives are too short, while once we learn some things, we realize that we are too old to do some things! So, sharing experiences of top senior scientists with talent juniors could be possible in interest groups. USERN paved the way toward this glorious aim by providing the opportunity of creating various research and educational groups within the network.

**1.8 Effective Date-** means the later date upon which an authorized *Executive Director* executes this agreement. Hereby agreed to [December 31<sup>st</sup> 2022]. The contract could be extended for two periods of two years.

**1.9 USERN Intellectual Property-** means individually and collectively, all inventions, improvements and/or discoveries whether or not patentable or copyrightable, that were conceived and/or made by the USERN.

**1.10 Host Equipment and Property-** means all *Host* instruments, equipment's and physical property, whether or not utilized or otherwise incorporated into the *USERN Office* or its Projects.

## **SCHEDULE 2: PARTIES AND ROLES**

*USERN*, the official acronym of universal scientific education and research network, is established in 2015 in Tehran. Basic Statute of USERN is signed by 100 of world top 1% scientists. USERN is organized exclusively for the advancement of authentic, ethical and professional scientific research and education and consequently advancement of science for non-military purposes and public good. Making international interdisciplinary scientific projects and providing a platform for effective communication among young researchers and experienced scientists, worldwide, are the primary goal of this scientific network.

### ***Host:***

**2.1** Appointment and establishment of a *USERN Office* is executed by the highest rank official of the hosting or his formal representor, as described above. *Office Founder* who has signed upon this document may no longer be in charge of the designated post during Effective Period of this agreement. The *Host*, therefore, guarantees fulfilment of this agreement, onto the *Effective Date* or by the date of Termination of the Agreement.



2.2 *USERN Office* is considered established, promptly after this agreement is signed by *Parties*.

2.3 The *Host* is granted the right to *One-Sided Termination* of this agreement within 3 months into the date of signature of this document (**Establishment**). The *Host* shall or shall not represent documents or amendments to justify their precocious termination request. *USERN* reserves the rights to put embargo or boycott over the *Host* to establish new offices for a term of 6 months up to 3 years, following *Termination*.

2.4 The *Host* is primarily in charge of designating the *Executive Director* promptly after this document is signed, among the candidate clerkship of undergraduate, graduate or postgraduate students. *USERN* may or may not accept the designation. The *Host* is bestowed a 30 day respite to name another for the mentioned post.

2.5 *Executive Director* shall be in charge for a 2-years term upon receiving official *Order Activity* from *USERN Offices Manager*.

2.6 In the event the *Scientific and Executive Directors* become unable or unwilling to continue their duties and a mutually acceptable substitute is not available, either *USERN* or the *Host* may suspend their agreement upon written notice to the other Party.

2.7 *Scientific and Executive Directors* shall not be discharged or substituted more than once during a 1-year term. Beyond this limit, *USERN* reserves the right to suspend all right and responsibilities due to the effective date of the *Order Activity* of previous *Directors*.

2.8 During the performance of joint events, hosting *USERN* members, during exchange programs or other agreed upon project, the *USERN* designated scholar, affiliate or executive member may have the opportunity to utilize *Host Equipment and Property*. All such use must be under the guidance and supervision of the *Scientific Director* or his/her designee.

2.9 The *Host* might assign part of the responsibilities of the *USERN Office* to the individual(s) other than the *Executive Director*. *USERN Offices Manager* recognizes those individuals as local executive members of *USERN Office*, provided a written statement/official request is made by the *Host* in the identification of the/those individual(s).

2.10 All rights and regulations of *Executive Director* are effective as equal for the individual(s) described in section

**2.11** *USERN Office* maintains financial independence through financial aid from the *Host*, fundraising events or donations. The financial report should be in accordance with rules announced by *USERN Central Office*. *Office Executive Director* should send the financial report of every office event and *USERN Central Office* would decide per event.

**2.12** The *Host* committed to pass 1000\$ to *USERN* annually, including an annual grant of 500\$ under the title "Prof. Alireza Zali Grant", and another annual grant of 500\$ for scientific purposes, both under the *USERN* supervision.

### **SCHEDULE 3: PURPOSES**

*USERN* and *Host* will collaborate to expand each other's science outreach efforts and concur further borders in science. Establishment of the *USERN Office* identifies the possibility and commitment of the *Host* to organize educational and research events independently and/or on the ground of *USERN Intellectual Properties* and *Host Equipment and Properties*.

*USERN Office* is the symbol of identification for a persistent and mutually beneficial collaboration, between the *Host* and *USERN*. *USERN* shall never claim *Host Properties* or its independence, nor shall the *Host* violate or claim *USERN Intellectual Properties*.

### **SCHEDULE 4: PRINCIPLES**

**4.1** *USERN offices* shall not establish new *USERN Interest Groups*, call for *USERN Prize* or similar awards or grants, or any other educational or research activity beyond the grounds of the *USERN* and its *Intellectual or Actual Properties*.

**4.2** The *Host* guarantees by the establishment of *USERN office*, that the mentioned section of the establishment is and will be not changed in usage into non-scientific purposes, neither transformed into service facility, business or workspace or for the use by militia, during the Effective period of this agreement.

- 4.3 *USERN Offices Manager* reserves the right to annul the *Order Activity* and call-off the responsibility of *Executive Director* or that of holding other positions previously gratified, anytime following disclosure of the appointee's efforts or action that violates *Terms of Membership in USERN Organizing Committee*, infame *USERN* or *USERN* statue or jeopardize *USERN Rights* or *Intellectual Properties*. This may or may not be followed by due actions of *USERN* to reclaim his rights.
- 4.4 Failing of the *Host* to introduce eligible *Executive Director* within 30 days of Office establishment or following annulment of the *Order Activity* of *Executive Director*, *USERN Offices Manager* is free to suspend the *USERN Office* from rights and responsibilities, written in this document, so long as eligible *Executive Director* is identified and introduced to the *USERN Offices Manager*.
- 4.5 If by any reason, the *Executive Director* is unable to fulfill duties for a certain time period, the *Host* is in charge for execution of all office affairs, either through a proxy/temporary director or direct administration.
- 4.6 Validation and Approval of *USERN Offices* is carried out every six months in accordance with:
- i. Organizing educational, scientific courses
  - ii. The active participation of *USERN's* office in domestic and foreign events
  - iii. Research Outcomes of the Office
  - iv. Introducing *USERN* and existing potentials

And based on written report form delivered by *Executive Director*.

4.7 Failure of *Executive Director (Host)* in timely and proper handling of the report mentioned in the section 4.6 for more than two consecutive evaluation rounds, entitles *USERN* to rights mentioned in the section 4.4

## 5. Cooperative Relationship

Mutual activities and cooperative projects presumably consist, but are not limited to:

- a. *USERN Prize* Action Plan, including:

- i. *USERN Prize* propagation among students and members of the *Host*, and affiliated organizations
  - ii. *USERN Prize* active nomination
  - iii. *USERN Festival Grant* nomination
  - iv. Possibility of hosting *USERN Festival* invited guests and grant winners
- b. Virtual Scientific Programs including:
  - i. *USERN Virtual Talks (USERN vTalks)*
  - ii. Organizing scientific programs on behalf of *USERN* following accreditation by *USERN Offices Manager*
- c. Organizing scientific/social activities, by *USERN* or the *Host* if applicable e.g. joint conference etc.
- d. Promotion of scientific exchange through exchange programs for *USERN* members and scholars of that office students.
- e. The *USERN* offices can encourage other scientific Associations and centers, by their common interest in the objectives of the *USERN*, in cooperative activities.

## 6. Termination

- 6.1 This MOU will come into effect upon the last signature for a period of 2 years to the Effective Date. Then it could be extended for two periods of two years.
- 6.2 *Termination* of this agreement beyond the 3-month respite mentioned in section 2.3 shall base on mutual covenants. *USERN* shall enforce embargo or boycott over the *Host* to establish new offices for a term of 6 months up to 3 years, following *Termination*.

## 7. Relationship Management and Communication

- 7.1 The parties nominate the following persons to be contacted if matters arise that may be of interest to either party.



<b>USERN Offices Manager</b>	<b>USERN Office Scientific Director at Functional Neurosurgery Research Center (FNRC)</b>	<b>USERN Office Executive Director at Functional Neurosurgery Research Center (FNRC)</b>
<b>Noosha Samieefar</b> <b>Email:</b> <a href="mailto:nooshasamieefar@gmail.com">nooshasamieefar@gmail.com</a> <b>Phone number:</b> +989033030233	<b>Dr. Saeid Safari</b> <b>Email:</b> <a href="mailto:drsafari.s@gmail.com">drsafari.s@gmail.com</a> <b>Phone number:</b> +989124063385	<b>Dr. Meisam Akhlaghdoust</b> <b>Email:</b> <a href="mailto:meisam_akhlagh@yahoo.com">meisam_akhlagh@yahoo.com</a> <b>Phone number:</b> +989195164087

7.2 It is the responsibility of these contact people to:

- i. Work collaboratively to arrange meetings and reviews
- ii. Oversee any milestone reporting requirements as agreed by both parties
- iii. Keep both parties fully informed
- iv. Act as the first point of reference between parties and also as liaison persons for external contacts
- v. Communicate between parties on matters that arise that may be of interest to either party

7.3 If the contact person changes in either organization, the other party will be informed of the new contact person and there should be a handover process so the new person can settle into the role.

## 8. Confidentiality and Exchange of Information

8.1 Neither of the parties is to disclose, directly or indirectly, any confidential information received from the other party to any third party without written consent, unless required by processes under the Official Information Act 1982, in which case the Department is to inform the other party prior to disclosure.

## **9. Intellectual Property and Data Sharing**

- 9.1 All *intellectual property* brought by each party to the relationship under this Memorandum remains in the ownership of that party.
- 9.2 Use of logos or other corporate identification must be agreed to by each Party on a case by case basis.

## **10. Dispute resolution**

- 10.1 Any disputes or disagreements with regard to the interpretation, implementation or application of this MOU will be resolved by mutual discussion between the parties, and will not be referred to any court, tribunal, or other third party for adjudication or settlement.
- 10.2 Nothing in this MOU will be construed as committing either party to entering into any binding agreement with the other party

## **11. Funding**

- 11.1 Each Party shall bear the costs of discharging its own responsibilities under particular projects or programs.

## **12. Revision**

- 12.1 This Agreement may be revised by written consent between Parties.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their duly authorized representative as of the last date and year written.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Prof. Nima Rezaei  
USERN President



Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Prof. Alireza Zali  
President, Functional Neurosurgery Research  
Center (FNRC), Shahid Beheshti University of  
Medical Sciences  
USERN FNRC Office Founder

