**(DRAFT)**

**Memorandom of understanding**

**ForCooperation on human resources development**

**in the nuclear sector**

**BETWEEN**

**CONSORTIUM CONSISTING OF**

**bushehr training center (btc) &**

**shahid beheshti university (sbu) &**

 **sharif university of technology (sut)**

**And**

 **kepco international nuclear graduate school (kings)**

**Memorandom of understanding**

This Memorandum of Understanding (hereinafter referred to as the “MOU”) is made on the day 25 January 2016 by and among

1. Consortium consisting of Bushehr Training Center (BTC) & Shahid Beheshti University (SBU) &Sharif University of Technology (SUT) (hereinafter referred to as “Consortium”), and
2. KEPCO International Nuclear Graduate School (hereinafter referred to as “KINGS”).

KINGS and Consortium are referred to individually as the “Party” and collectively as the “Parties”,

Whereas;

1. Nuclear Power Production and Development Co. of I.R. of Iran (NPPD) is committed to support the power industry in Iran through the successful introduction of the new nuclear power plant in Islamic Republic of Iran.
2. Korea Electric Power Corporation (KEPCO) is involved in the nuclear energy business, including design, engineering and construction of nuclear reactors, fabrication of nuclear fuel and supply of reactors and fuel (including enriched uranium product) to overseas markets.
3. KINGS was established with the goal of nurturing leadership-level professionals equipped with practical knowledge who will manage the increasing number of nuclear power plants worldwide in a safe and efficient manner.
4. Consortium was established to support the power industry in Iran through successful introduction and O&M of nuclear power plants in Iran.
5. KINGS and Consortium wish to cooperate for the development of human resources of the nuclear energy industry in Islamic Republic of Iran sponsored by KEPCO and NPPD.

Now, therefore, the Parties have reached to the following understanding:

**Article 1.PURPOSE OF THE MOU**

The MOU is aimed to promote cooperation among the Parties in order to develop the human resources within the nuclear industry in the Islamic Republic of Iran and increase the ties of a friendly relationship between the two countries in the nuclear field. The MOU is a provisional document and contains only information on the Parties’ intentions to cooperate and does not impose any financial and/or legal obligations upon any of the Parties.

**Article 2.SCOPE OF THE MOU**

In furtherance of the Purpose of the MOU, the Parties intend (but not limited) to:

 2.1. Exchange experts and delegations;

2.2. Cooperate in education and training of nuclear human resources with;

* Exchange of students including the sabbatical leave for Ph. D students;
* Summer courses;
* Exchange of post-Doctoral researchers;
* Joint education and training program including post-MSc complementary courses; and
* Joint research projects including development of the computer- aided operator tools.

2.3. Cooperate in joint study of the nuclear industry such as Severe Accident Mitigation Guidelines, a long-term roadmap for NPP project development, etc.;

2.4. Cooperate in training program for the Bushehr NPP senior operators and managers;

2.5. Cooperate in feasibility studies on the new nuclear power plants in the candidate sites; and

2.6. Cooperate in other activities deemed appropriate by both Parties.

**Article 3.EXPENSES**

3.1 The Parties shall bear their respective costs related to the implementation of the MOU unless mutually agreed otherwise. Neither Party shall be entitled to claim for reimbursement or compensation of its costs in this regard.

**Article 4.Representatives**

4.1 Each Party shall appoint and introduce his full power representative in writing to the other Parties within (30) days as of signing of the MOU.

4.2The representative nominated and introduced as above shall be responsible for accomplishment of the MOU and shall agree to the details of time schedule and planning for implementation of all tasks to be carried out by either Party severally or jointly under the MOU.

**Article 5.COMMUNICATION, NOTICE AND DOMICILUM**

5.1 All notices and information required and related to the MOU to be exchanged between the Parties shall be in the English language.

5.2. These notices and information shall be delivered to the registered addresses of the Parties.

**Article 6.Confidentiality**

6.1 All the information and experience obtained within the course of performing the MOU shall remain confidential and the property of the Party that provided it.

6.2 Neither Party shall disclose confidential nor proprietary information received under the MOU from the other Party without the prior written consent of that other Party.

**Article 7.Entry into force AND duration**

7.1 The MOU shall come into effect on the date of its signing by all Parties involved in the MOU.

7.2 The MOU shall remain in effect for a period of two (2) years from the date of its effectiveness and shall be automatically extended for successive two (2) year periods.

7.3 Cooperation under the MOU may commence upon the date of its signing and is not intended to give rise to rights or obligations under international laws.

**Article 8.Termination and Survival of the Terms**

8.1 Either Party may terminate the MOU upon giving thirty (30) day written notice to the other Parties.

8.2 In the event the MOU is terminated, any files or information shared pursuant to the MOU

Shall remain non-public and subject to confidentiality contained herein despite such termination.

8.3The termination of the MOU shall not affect the validity and duration of any activity set under the MOU until the completion of such programs and activities.

**Article 9.Implementation and good faith**

9.1 The Parties undertake to do all such things, perform all such acts and take all steps to procure the going of all such things and the performance of all acts, as may be necessary or incidental to give or conducive to the giving of the effect to the terms, conditions and import of the MOU.

9.2 The Parties must at all times during the continuance of the MOU observe the principles of good faith towards one another in the performance of their obligations within the terms of the MOU.

**Article 10.Report**

10.1 Each Party’s representative shall prepare and submit the report to its respective Party in a timely manner on the progress of the activities and or any obstacles in the course of accomplishment of the activities.

**Article 11.Other Mechanisms for Cooperation**

11.1 New initiatives, framework or other mechanisms for cooperation intended to achieve the goals of the MOU may be established with the mutual consent of the Parties. Existing quadrated efforts may also be included as part of the cooperation described in the MOU with such mutual consent.

**Article 12.Dispute resolution**

12.1 Any disputes arising out of, or in connection with the interpretation or performance of the MOU shall be settled by the senior management of the Parties or their designees.

**Article 13.no waiver**

13.1 The failure of either Party to insist upon the strict performance of any provision of the MOU or to exercise any right, power or remedy consequent upon a breach hereof does not constitute a waiver by such Party to require strict punctual compliance with each and every provision of the MOU.

**Article 14.AMENDMENT**

14.1 The MOU constitutes the whole of the MOU between the Parties hereto relating to the matters dealt with herein.

14.2 No variation, addition, deletion, including this clause, or agreed cancellation will be of any force or effect unless submitted in writing and signed by or on behalf of the Parties hereto. Failure or delay on the part of any Party hereto in exercising any right, power or privilege hereunder will not constitute or deemed to be a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14.3 Save as otherwise herein provided, neither the MOU nor any part, share or interest therein nor any rights or obligations hereunder may be ceded, assigned or otherwise transferred without the prior written consent of the other Parties.

14.4The MOU may be amended in writing by mutual consent of the Parties. Such amendment shall come into force on the date as agreed upon by the Parties and shall form integral parts of the MOU.

**Article 15.POWER AND AUTHORITY OF THE PARTIES**

15.1 By its execution hereof, each Party represents and warrants that it is authorized to enter into the MOU, that the MOU does not conflict with any contract, agreement, lease, instrument, or other obligation to which it is a Party or by which it is bound, and that this MOU represents its valid and binding obligation, enforceable in accordance with its terms.

In witness whereof, each of the undersigned Parties has caused this MOU to be executed and delivered by its duly authorized officer on the date first written above.

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| For and on behalf of **KEPCO International Nuclear** **Graduate School (KINGS)**Name:  |  | For and on behalf of Consortium:**Bushehr Training Center (BTC)**Name:**Sharif University of Technology (SUT)**Name:**Shahid Beheshti University (SBU)**Name: |

Support: Support:

**Korea Electric Power Corporation (KEPCO) Nuclear Power Production and Development (NPPD)**

Name: Name: