



Memorandum of Understanding

This Memorandum of Understanding is made on the April 15th of 2021 by and between the following parties:

- i. The University of Liverpool, with administrative offices at The Foundation Building, 765 Brownlow Hill, Liverpool L69 7ZX, acting through Mechanical, Materials and Aerospace Engineering Department; and
- ii. Shahrood University of Technology, with administrative offices at Daneshghah Blvd, Shahrood, Iran, acting through Mechanical & Mechatronics Engineering Department

Collectively referred to as "the Parties" or as the context permits "Party"

The University of Liverpool (UoL) was one of the first civic universities in the UK. Founded in 1881 with the establishment of University College Liverpool, the College opened in 1882 with a first intake of 45 students. Today, the University is a member of the prestigious Russell Group and has over 230 first-degree courses offered across 103 subjects.

Shahrood University of Technology (SUT) was established in 1973 as the first university in Semnan province and currently is the only technological university in the province. SUT currently has 11,000 students and 305 faculty members who are studying, teaching and doing scientific research activities in 187 different programs including 43 under graduate, 107 Master and 37 PhD majors.

No part of this Memorandum of Understanding shall be legally binding or shall lead to the issuance of an award by the University of Liverpool.

1. The Parties wish to establish this Memorandum of Understanding (MoU) to provide reasonable, mutual assistance for the research project (the "Project") undertaken by Dr. Mahdi Davoodi entitled:

"Application of lower-convective derivative in differential constitutive equations for incompressible viscoelastic type".

2. Any exchange of information under this MoU shall be governed by the regulatory frameworks of both Parties as well as the national legislation to which each Party is subject.

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- 3. Each Party shall comply with their respective national legislation and regulations, including but not limited to, seeking applicable licences and/or assurances from their respective national bodies relating to the exportation of information.
- 4. Both Parties shall support the open access publication of the results arising from the Project in accordance with usual academic practice.
- 5. Each Party shall own the intellectual property (IP) that is generated by its staff, students and agents working on the Project. Jointly created IP shall be owned in equal shares by the Parties. If such IP is capable of commercial exploitation neither Party shall exploit it without the consent of the other and on terms to be agreed.
- 6. In the execution of this MoU and the conduct of the Project both Parties shall observe the legislative and regulatory framework in their respective countries.
- 7. The key academic contacts for the purposes of this MoU are:

For the University of Liverpool: Professor Rob Poole robpoole@liverpool.ac.uk

For the Shahrood University of Technology: Dr. Mahmoud Norouzi

mnorouzi@shahroodut.ac.ir

The key academic contacts will liaise on matters relevant to this MoU as well as periodically review the progress of the Project.

- 8. If questions about the interpretation of the provisions of the MoU or Project related problems should arise, both Parties shall endeavour in good faith to settle the problem.
- 9. Neither Party shall be liable to the other Party for any claim or loss arising under this MoU, no matter how that claim or loss arises.
- 10. This MoU shall be valid for a period of 2 years, starting on the date of signing, unless it is terminated earlier by either Party, following one (1) weeks' notice in writing.
- 11. This MoU may be amended only by the written agreement of both Parties.

Signed:	Signed:	DocuSigned by: David McVey
Name: Professor Mohammadmehdi Fateh	Name	52284DB19E3D495 David McVey
Position: President	Position:	Head of Research Contracts
Shahrood University of Technology	University of Liverpool	
Date:	Date: 07	′ May 2021
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