



The Office of President
Vice-Presidency for Science and Technology
Iran National Science Foundation



Heads of Agreement

Heads of Agreement

Between
Sharif University of Technology



&

Gubkin Russian State University of Oil and Gas



&

Iran National Science Foundation



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TERMINOLOGY

This Heads of Agreement (HOA) is hereby made and entered into by and between the **Sharif University of Technology**, located at the Azadi Ave., Tehran, Iran, hereinafter referred to as “SUT”, the **Gubkin Russian State University of Oil and Gas**, located at 65 Leninsky Prospekt, Moscow, Russia, hereinafter referred to as “GRSU”, and **Iran National Science Foundation**, located at No. 33, 5th St., North Kargar St., Tehran, Iran, hereinafter referred to as “INSF”.

CLAUSE 1: BACKGROUND

SUT is the pioneering Iranian university in the field of engineering and technology with a long history of educational and research global achievements. SUT has absorbed best students in Iran for almost all its history.

SUT with a great background in upstream related research and activities is involved in the National Iranian Oil Company (NIOC)’s new initiative to assist on field development using new technologies and applicable IOR/EOR scenarios for exploitation of the granted oil fields. Gubkin Russian State University of Oil and Gas (National Research University) is the leader in the Russian professional education system that assimilated the best traditions of domestic higher education institutions. Since 1930, GRSU has trained more than 100 thousand graduates, Candidates and Doctors of Science. The University is justifiably proud of its graduates, working in all leading Russian Oil and Gas Companies.

INSF was founded in 2003 with the approval of the Supreme Council of Cultural Revolution. The need to support researchers and scientists has always been of prime importance to Iran policy makers. Long before INSF was established, Scientific Research Council led by the Vice President had served to do so. For more than a decade, the INSF has taken meaningful actions to provide support to researchers and scientists. Currently, the INSF works closely with more than 26,000 faculty members of universities and research institutes. The major activities of the INSF include supporting research projects, post-doctoral programs, international patent application, various research awards and innovation center development.

CLAUSE 2: PURPOSE

This HOA is intended to facilitate the signing of a contract for collaboration between all parties, to identify the potential areas on which the parties intend to collaborate, within the context of applicable policies and subject to the availability of the resources. The alliance is set towards obtaining and delivering high-quality upstream technologies, services and research will set the ground for longer-term partnerships. The general purpose of this HOA is based on the principles of mutual benefit and may include the following cooperation areas.



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CLAUSE 3: SCOPE OF SERVICES

SUT and GRSU will work together on providing the advanced upstream services and technologies in the field of IOR/EOR research and INSF will provide the funding of the research activities up to 1 Million Euros. Through this collaboration, parties can work jointly in the development of new technologies and the intellectual properties will be split between the two, according to their internal rules and policies, also another agreement should be prepared about ownership and division rights of intellectual properties. The parties will cooperate in increasing the knowledge and technology level of both side. INSF will be informed by the reports based on the results of joint scientific and research works of both sides. The main results will be publicized in leading journal and both sides will participate in conferences and seminars related to oil and gas industry. These goals will be accomplished by taking the following actions:

- Developing an international network of experts on the followings to accomplish the tasks of this HOA.
- Cooperation on joint development of new technologies and EOR techniques.
- Cooperation in pilot tests and supplying the required technological devices.
- GRSU shall facilitate the increasing the level of knowledge and technology by providing educational courses and workshops.
- GRSU and SUT will cooperate for joint organizing of an international forum in oil and gas technology
- GRSU will work in partnership with Department of Petroleum Engineering of SUT in these specific fields:
 - Analysis of the lithological and petro-physical properties of reservoir rocks to select appropriate production technology;
 - Enhancement of oil recovery using hot acidizing technology in bottom-hole;
 - Asphaltene prohibition and remediation
 - Ultrasonic effect to increase the oil production performance
 - Developing new chemical compositions for enhancement of oil recovery
 - Bottom-hole technologies for enhancement and investigation of oil and gas wells

CLAUSE 4: REPORTING

The parties endeavor to meet semi-annually or as necessary to evaluate the effectiveness of activities and plan strategically and accordingly. The expenses of travels will be compensated by the funding of the mutual projects. Besides, semi-annual reports will be prepared to be handed to the supporters for approval.



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CLAUSE 5: FINANCIAL AGREEMENTS

This HOA is not intended to obligate either party to commit or transfer any funds, assets, or other resources in support of projects or activities between the parties. However, both GRSU and SUT shall try their best to prepare and approve proposals on the mentioned topics or any related topic to the upstream of oil and gas industry to compensate the costs related to the project. Upon request, each party shall provide its services quote for each part of the project, and the supporting party shall approve and then compensate the cost of services based on the terms of the contract in place. The proposed overall budget for this joint work is estimated to be 1 Million Euros.

CLAUSE 6: DURATION

The first phase of this contract is estimated to be five years. This HOA is at-will and may be modified by mutual consent of authorized officials from GRSU, SUT and INSF. This HOA shall become effective upon signature by the authorized officials from two sides and will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized officials from GRSU, SUT and INSF, this HOA shall end in five years from the date of its signature.

CLAUSE 7: GOVERNING LAW AND DISPUTE RESOLUTION

The validity, performance, interpretation and effect of this HOA shall be governed by the mutual laws of Islamic Republic of Iran and Russian Federation. The Parties will resolve any differences that may arise from the interpretation or application of this HOA in good faith.

CLAUSE 8: CONFIDENTIALITY

All confidential information, documents, and communications, shared by each of the two parties during and after completion of the project/tender process should be kept fully confidential and shall not be shared to any third party without written approval of the other parties. It is worth mentioning that confidentiality contract will be signed separately for each individual project which is valid under its terms and conditions for the mentioned project.



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CLAUSE 9: SIGNATURES

This Heads of Agreement is prepared in 9 clauses, 5 pages and 3 similar copies with equal validity and is signed on 19th day of October 2016 by the representative of all parties.

In witness whereof, by their signature below, the parties have caused this HOA to be executed and effective as of the Effective Date.

Sharif University of Technology

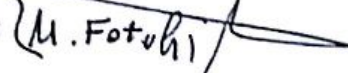
Partner representative: **Mahmoud Fotuhi Firuzabad**

Position: President of Sharif University of Technology

Address: Sharif University of Technology, Azadi Ave., Tehran, Iran.

Telephone: +98 (21) 66164040

E-mail: fotuhi@sharif.ir

Signature: 

Date: 08.20.2016

Gubkin Russian State University of Oil and Gas

Partner representative: **Viktor G. Martynov**

Position: Rector

Address: Gubkin Russian State University of Oil & Gas, 65 Leninsky Prospekt, Moscow, Russia

Telephone:

E-mail: protocol@gubkin.ru

Signature: 

Date: 20.10.2016

Iran National Science Foundation

Representative: **Nosratollah Zargham**

Position: President

Address: No. 33, 5th St., North Kargar St., Tehran, Iran

Telephone:

Email:

Signature:

Date: