



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE INTERNATIONAL CONGRESS OF  
INDUSTRIALISTS AND ENTREPRENEURS**

**AND**

**INTERNATIONAL SCIENCE AND TECHNOLOGY  
CENTER**

## MEMORANDUM OF UNDERSTANDING

between

**THE INTERNATIONAL CONGRESS OF INDUSTRIALISTS AND ENTREPRENEURS**, located at: 17, Kotel'nicheskaya Emb., 109240, Moscow, Russian Federation (hereinafter referred to as "the ICIE"), being one party,

and

**THE INTERNATIONAL SCIENCE AND TECHNOLOGY CENTER**, located at: 32-34, Krasnoproletarskaya Ul., 127473 Moscow, Russian Federation (hereinafter referred to as "the ISTC"), being the other party,

ICIE and ISTC are referred to as "the parties"

### CONSIDERING THAT

1. ICIE is interested in the preparation and further realization of programs in support of science and technology project development and commercialization of novel technologies;
2. ICIE intends to expand partnership and international cooperation in the area of technology development, implementation and transfer;
3. ICIE pays particular attention to matters like education and training, public and private partnership, environmental and health safety;
4. ISTC is a non-profit international organization, providing financial and other support to CIS scientists and engineers,;
5. Currently ISTC provides support to CIS scientists in the development and implementation of science and technology projects and the realization of their results in various areas of science and technology;
6. ISTC possesses experience in achieving commercialization of research and development results;

### RECOGNIZING

1. **MUTUAL INTEREST** in expanding cooperation, focusing on the development of innovative infrastructure; mutual exchange of knowledge and experience, based on successful project implementation and matching research teams with private sector activities and therefore establishing business contacts. The Parties will consider potential collaboration on specific projects to promote the development and implementation of a joint commercialization support and technology transfer;
2. that **COOPERATION** will help support innovative initiatives of both scientists and entrepreneurs;
3. **WISHING TO CONFIRM** the abovementioned goals and intentions,

## **The PARTIES HAVE AGREED AS FOLLOWS:**

### **I. GOALS**

The Parties shall cooperate in joint activities to achieve common goals and objectives in the field of scientific and technical development and especially commercialization of research results, through organization of events, mutual information exchange, based on the ICIE and ISTC goals and objectives.

The Parties shall seek to expand cooperation to encourage effective interaction between private and public sectors.

### **II. AREAS OF COOPERATION**

To fulfill the provisions of the Memorandum the Parties have agreed to the following joint activities:

1. Exchange know-how and experience in the area of technology commercialization support;
2. Arrange meetings between representatives of private companies – associate ICIE members and members of research teams, engaged in ISTC Projects;
3. Facilitate training of specialists in such disciplines, as commercialization of technologies, intellectual property protection and management;
4. Support research, promote joint activities related to venture investment; reduction of risks, associated with the introduction of innovations; protection of intellectual property; commercialization and technology transfer procedures and mechanisms;
5. Develop a joint Commercialization Support and Technology Transfer Projects in compliance with the arrangements made and proceed to its implementation;
6. Encourage other international organizations and private companies to participate in the joint projects.

### **III. WAYS OF COOPERATION**

1. The ISTC and the ICIE, as represented by the Innovation Analytical Center shall establish a working group to undertake the development of joint Commercialization Support and Technology Transfer projects.
2. To fulfill the provisions of the Memorandum the parties shall undertake an exchange of special non-confidential information and documentation.
3. Without prejudice to points .2 of this Memorandum and taking into account the need to observe confidentiality while using the mutually provided information and documentation, and data, the parties to the Memorandum shall sign a non-disclosure agreement related to the abovementioned information and documentation and data.
4. To establish mutual cooperation the parties shall invite their representatives to participate in seminars, symposia, conferences and similar events, organized beyond the joint Program, in compliance with the rules and regular procedures and based on mutual interest.
5. To implement the Memorandum and to define the priority directions of activity and further plans the party representatives shall conduct joint meetings at regular intervals.
6. To achieve the goals of the Memorandum and to achieve a maximum of synergy in activities the parties shall establish a list of joint events, specific actions and projects, using resources available.

### **IV. MONITORING**

In compliance with the goals of the Memorandum the parties shall hold periodical meetings in their central offices to discuss the results achieved and to define further measures to make the implementation of the objectives of this Memorandum successful.

### **V. CHANGES AND AMENDEMENTS**

This Memorandum can be modified and amended as agreed by the parties.

### **VI. DISPUTE RESOLUTION**

The Memorandum shall be implemented in full compliance with the laws of the Russian Federation and other existing legal frameworks binding on the parties. Any disputes and disagreements, arising in connection with its interpretation and application, shall be resolved by mutual consent.

### **VII. PERIOD OF VALIDITY**

1. The Memorandum shall be signed for two years.
2. Termination of the Memorandum shall become possible on an initiative of either party without any limitations by way of a written notification, sent three months in advance of the anticipated date of termination of the Memorandum.

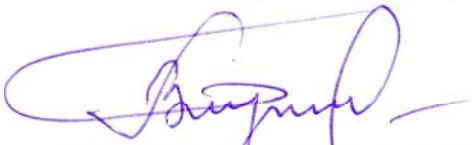
3. If a decision is made to terminate the Memorandum, the parties shall undertake to complete their obligations in compliance with the objectives of the Memorandum.
4. This Memorandum of Understanding is for the internal management purposes of the Parties. It is not legally enforceable, and nothing in this Memorandum of Understanding shall give rise to a legal or financial obligation upon either Party. The Parties agree that with the exception of the restrictions on the use and dissemination of information contained in this MOU there is no intention to create any legally binding obligation on either of the parties. This Memorandum of Understanding shall not be construed to provide a private right or cause of action for or by any person or entity.
5. Collaboration under this Memorandum of Understanding will be in accordance with the applicable laws, statutes and regulations governing the Parties. Nothing in this Memorandum of Understanding is intended to affect existing internal procedures, obligations, or other agreements of the Parties.

### **VIII. FINAL**

The Memorandum enters into force the date of its signature by the parties.

Signed in Vilnius (Republic of Lithuania) « 05 » October 2009 in two copies in the Russian and English languages, each of them having equal binding force upon the parties and being kept by each of the parties.


For the International Congress of  
Industrialists and Entrepreneurs



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VICTOR GLUKHIKH  
PRESIDENT

For the International Science and  
Technology Center



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SERGEY VOROBIEV  
PRINCIPAL DEPUTY EXECUTIVE  
DIRECTOR