

**MEMORANDUM OF UNDERSTANDING****BETWEEN****UCAPLAST (Union des syndicats des PME du CAoutchouc et de la PLASTurgie)****AND****INPIA (Iran National Plastic & Polymer Industries Association)**

The purpose of this Memorandum of Understanding « MOU » is to provide a clear understanding of the parties respective roles and to improve the efficacy of our organisations.

As a best practice, each party undertakes to consult the other regarding any decision that is likely to have an impact on relationship.

**Article 1**

The partners agree that they will cooperate closely and consult one another on matters of mutual interest in order to achieve their common objectives, which include:

- Cooperating in commercial domain (capacity and potentials for exporting in Central Asia)
- Cooperating in the field of exchanging and transferring technical sciences
- Cooperating in the field of providing raw materials, compounds and goods
- Holding common commercial events
- Cooperating for developing educational courses in term of technology and marketing
- Cooperation in technology of recycling waste materials and by-products
- Investing in projects introduced par Iran's National Plastic & Polymer Industries Association

The partners agree to work together in good faith, through joint and concerted cooperation in accordance with the provisions of this memorandum, in order to implement the objectives set forth above.

**Article 2**

This memorandum establishes a framework for cooperation between the Partners and determines the conditions and modalities within which the partners will collaborate to achieve their common objectives.



### Article 3

Subject to the programme of work of the Partners and to the provisions of this memorandum, the partners agree to carry out common initiatives in the areas of cooperation of mutual interest identified above.

### Article 4

In particular, the Partners agree to explore possibilities for joint collaboration on activities and projects in the areas of cooperation.

The partners may form working groups, made up of representatives from each partner, which will be responsible for monitoring the development and execution of particular projects.

### Article 5

The partners agree to undertake an exchange of relevant information and documents, subject to such restrictions and arrangements as may be considered necessary by either Partner to preserve the confidential nature of certain information and documents.

### Article 6

For the purpose of facilitating the day-to-day implementation of this memorandum, direct contacts will be made between representatives of the partners.

The president of each association will be responsible for coordinating all communication.

### Article 7

The present memorandum will be construed in accordance with general principles of law, to the exclusion of any single national system of law.

In the event of a dispute, controversy or claim arising out of or relating to this memorandum, the partners will use their best efforts to promptly settle such dispute through direct negotiation.

If the dispute cannot be settled amicably through consultation, it will be settled by arbitration. The arbitration will be conducted in accordance with the modalities to be agreed upon by the partners, with the rules defined by International Chamber of Commerce (ICC) then prevailing.

❖ *NOTE : The partners are to follow their countries` laws in implementation of the provisions of the contract.*



**Article 8**

The addresses for service of notices under the present memorandum shall be:

- **UCAPLAST:** Bercy Park 39 rue de Pommard 75012 Paris France
- **INPIA:** unit 22. n°76. Kalantari Ave. GharaniStr, Tehran-Iran

**Article 9**

This memorandum will take effect upon its signature by the authorized representatives of the partners.

This memorandum is concluded for an initial period of five (5) years as of the date of signature by the partners, and it may be renewed, following mutual consultation, by exchange of letters for another period as the partners may decide.

This memorandum may only be changed, modified, amended or supplemented by written agreement of the partners.

The partners may terminate this memorandum by written agreement.

Each partner will have the right to terminate this memorandum, for any reason and at any time, by giving twelve months' written notice to the other partner. In the event of termination, steps will be taken to ensure that the termination does not affect any prior obligation, project or activity already in progress.

IN WITNESS WHEREOF the undersigned, duly appointed representatives of the UCAPLAST and Iran National Plastic & Polymer Industries Association have signed the present Memorandum of Understanding, in English and in two originals, on the date(s) and at the place(s) set forth below:

Place: *Iran Chamber of Commerce, Industries, Mines & Agriculture (ICCIMA)*

Date: *September 17, 2016*

**INPIA**

Abbasali Motevaselian  
Head of the Association

**UCAPLAST**

Denis Vaillant  
President

