



KHWAJA FAREED  
**UEIT**  
RAHIM YAR KHAN



## **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**The University of Agriculture, Dera Ismail Khan**

**AND**

**KHWAJA FAREED UNIVERSITY OF ENGINEERING &  
INFORMATION TECHNOLOGY, Rahim Yar Khan**

**On**

**Academic and Research Collaboration**

## **The University of Agriculture Dera Ismail Khan**

- A. The University of Agriculture, Dera Ismail Khan (Hereinafter referred to as 'UAD'): is a public sector university located at Dera Ismail Khan City of Khyber Pakhtunkhwa. The University aims to provide a work-friendly environment that will allow them to develop independently along with aiding to address and overcome the wider issues of the state.

## **KHWAJA FAREED UNIVERSITY OF ENGINEERING & INFORMATION TECHNOLOGY**

(Hereinafter referred to as "KFUEIT") a public sector university established under the Punjab Assembly Act (Act XVI of 2014) whose address is at Khwaja Fareed University of Engineering & Information Technology Rahim Yar Khan, Abu Dhabi Road Rahim Yar Khan and shall include its lawful representatives and permitted assignees.

### **WHEREAS**

- B. The University of Agriculture, Dera Ismail Khan (Hereinafter referred to as 'UAD'): is a public sector university located at Dera Ismail Khan City of Khyber Pakhtunkhwa. The University aims to provide a work-friendly environment that will allow them to develop independently along with aiding to address and overcome the wider issues of the state
- C. KFUEIT is an established institution which strives to strengthen its research and professional abilities and has entered into various collaborative arrangements with others to enhance its professional links and cooperation.
- D. The Parties are desirous of entering this Memorandum of Understanding to declare their respective intentions and to establish a basis of cooperation and collaboration between the Parties upon the terms as contained herein.

**HAVE REACHED AN UNDERSTANDING** as follows:

**ARTICLE I**  
**OBJECTIVE**

The Parties, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and national policies from time to time in force in each Party's country, will endeavor to strengthen, promote and develop research co-operation between the Parties on the basis of equality and mutual benefit.

**ARTICLE II**  
**AREAS OF CO-OPERATION**

1. Each Party will take necessary steps to encourage and promote co-operation in the following areas:
  - (a) Joint educational, cultural, research activities
  - (b) Exchange of faculty members for research, lectures, and discussions,
  - (c) Exchange of advanced graduate and professional student (s) for collaborative or independent research
  - (d) Joint PhD and MS/Mphil Supervision Program
  - (e) Participation in seminars and academic meetings
  - (e) Exchange of academic materials, publications and other information
  - (f) Any other areas of co-operation to be mutually agreed upon by the Parties.
  
2. For the purpose of implementing the co-operation in respect of any areas stated in Paragraph 1 the Parties will enter into a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties including clauses on "confidentiality", "suspension", protection of intellectual property rights" and "settlement of dispute" as contained in Annexure of this Memorandum of Understanding.

**ARTICLE III**  
**FINANCIAL ARRANGEMENTS**

1. This Memorandum of Understanding will not give rise to any financial obligation by one Party to other.
2. Each Party will bear its own cost and expenses in relation to this Memorandum of Understanding; however, any joint financial arrangements between both parties will be negotiated individually.

**ARTICLE IV**  
**EFFECT OF MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding serves only as a record of the Parties' intentions and does not constitute or create and is not intended to constitute or create obligations under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

**ARTICLE V**  
**NO AGENCY**

Nothing contained herein is to be construed to constitute a joint venture partnership or formal business organization of any kind between the Parties or so to constitute either Party as the agent of the other.

**ARTICLE VI**  
**ENTRY INTO EFFECT AND DURATION**

1. This Memorandum of Understanding will come into effect on the date of signing and will remain in effect for a period of five (5) years.
2. This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties.

**ARTICLE VII**

**NOTICES**

Any communication under this Memorandum of Understanding will be in writing in the English language

Signed by  
for and on behalf of the  
**The University of Agriculture**  
**Dera Ismail Khan**

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**Vice Chancellor**  
**The University of Agriculture**  
**Dera Ismail Khan**  
Prof. Dr. Masroor Ellahi Babar

**Focal Person**  
**The University of Agriculture**  
**Dera Ismail Khan**  
Dr. Ehsan Ali

**Coordinator**  
**The University of Agriculture**  
**Dera Ismail Khan**  
Dr. Khurram Rehman

**Coordinator**  
**The University of Agriculture**  
**Dera Ismail Khan**  
Mr. Muhammad Umair Sardar

Signed by  
for and on behalf of the  
**KFUEIT UNIVERSITY**  
**Rahim Yar Khan**

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**Vice Chancellor**  
**KFUEIT, Rahim Yar Khan**  
Prof. Dr. Muhammad Suleman Tahir

**Focal Person**  
**KFUEIT, Rahim Yar Khan**  
Dr. Adnan Noor Shah

**Coordinator**  
**KFUEIT, Rahim Yar Khan**  
Dr. Muhammad Sagir

**Coordinator**  
**KFUEIT, Rahim Yar Khan**  
Dr. Muhammad Bilal Tahir

## ANNEXURE

### ARTICLE ...

#### PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

1. The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the Parties and with other international agreements signed by both Parties.
2. The use of the name, logo and/ or official emblem of any of the Parties on any publication, document and/ or paper is prohibited without the prior written approval of either Party.
3. Notwithstanding anything in Paragraph 1 above, the intellectual property rights in respect of any technological development, products and services development, carried out-
  - (i) jointly by the Parties or research results obtained through the joint activity effort of the Parties, shall be jointly owned by the Parties in accordance with the terms to be mutually agreed upon; and
  - (ii) Solely and separately by the Party or the research results obtained through the sole and separate effort of the Party, shall be solely owned by the Party concerned.



**ARTICLE ...**  
**CONFIDENTIALITY**

1. Each party shall undertake to observe the confidentiality and secrecy of documents, information and other data received from or supplied to, the other Party during the period of the implementation of this Memorandum of Understanding or any other agreements made pursuant to this Memorandum of Understanding.
2. For purposes of Paragraph 1 above, such documents, information and data include any document, information and data which is disclosed by a Party (the Disclosing party) to the other Party (the Receiving party), prior to, or after, the execution of this Memorandum of Understanding, involving technical, business, marketing, policy, know-how, planning, project management and other documents, information, data and/or solutions in any form, including but not limited to any document, information or data which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving party or if orally given, is given in the circumstances of confidence.
3. Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this Memorandum of Understanding.

**ARTICLE ...**  
**SUSPENSION**

Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this Memorandum of Understanding which suspension shall take effect immediately after notification has been given to the other Party through diplomatic channels.

ARTICLE ...

**SETTLEMENT OF DISPUTES**

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between the Parties through diplomatic channels, without reference to any third party or international tribunal.