



KHWAJA FAREED
UEIT
RAHIM YAR KHAN



UNIVERSITY *of*
TASMANIA
AUSTRALIA

MEMORANDUM OF UNDERSTANDING

BETWEEN

Stress Physiology laboratory

UNIVERSITY OF TASMANIA, AUSTRALIA

AND

KHWAJA FAREED UNIVERSITY OF ENGINEERING &

INFORMATION TECHNOLOGY, PAKISTAN

On

Academic and Research Collaboration

University of Tasmania (hereinafter referred to as “UTAS”), is a public research university, primarily located in Tasmania, Australia. Stress Physiology Laboratory is an internationally acclaimed laboratory within Tasmania Institute of Agriculture (UTAS) specializing in various aspects of plant biology.

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

- A. Stress Physiology Lab at UTAS is an established International Lab which strives to enhance and strengthen its research and development and has taken various initiatives to complement its educational excellence and has entered into various collaborative arrangements with other parties to enhance networking.
- B. 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.
- C. 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 Supervision Program, Jointly Awarded PhD Program, Dual PhD and Dual Master of Science Program
 - (e) Participation in seminars and academic meetings
 - (e) Exchange of academic materials, publications and other information
 - (f) Special short-term academic programs, and Honorary appointments of key personnel involved in joint research programs
 - (g) 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

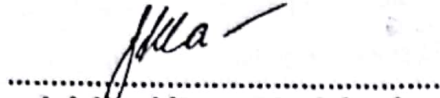
1. This Memorandum of Understanding will come into effect on the date of signing and will remain in effect for a period of five (5) years.
2. This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties.

ARTICLE VII

NOTICES

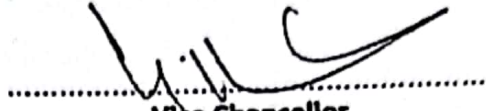
Any communication under this Memorandum of Understanding will be in writing in the English language and delivered by registered mail or sent to the electronic mail address or facsimile number of Stress Physiology Lab, University of Tasmania or the KFUEIT.

Signed by
for and on behalf of the
Stress Physiology Laboratory, University of
Tasmania



Lab Head (Stress Physiology)
University of Tasmania
Prof. Dr. Sergey Shabala

Signed by
for and on behalf of the
KFUEIT UNIVERSITY



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



Focal Person
University of Tasmania
Dr. Mohsin Tanveer



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



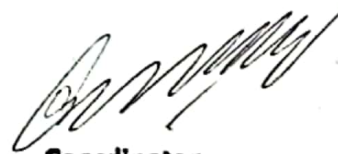
Focal Person
University of Tasmania
A/Prof Dr Lana Shabala



Focal Person
KFUEIT, Rahim Yar Khan
Dr. M. Mohsin Waqas



Coordinator
University of Tasmania
Dr. Mohsin Tanveer



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.