



MEMORANDUM OF UNDERSTANDING

between

BAKU ENGINEERING UNIVERSITY
(Azerbaijan)

and

KHWAJA FAREED UNIVERSITY OF ENGINEERING & INFORMATION TECHNOLOGY
(Pakistan)

Baku Engineering University, hereafter referred to as **BEU**, being a legal entity and acting according to the legislation of Azerbaijan, is registered at the following address: Hasan Aliyev str.120, Khirdalan city, AZ-0102, Azerbaijan, and is legally represented under the charter by the **Rector, Prof. Dr. Havar Mammadov** (hereafter – Party 1)

and

Khwaja Fareed University of Engineering & Information Technology, hereafter referred to as **KFUEIT**, being a legal entity and acting according to the legislation of country, is registered at the following address: Abu Dhabi Rd, Rahim Yar Khan, Punjab 64200, Pakistan, and is legally represented under the charter by the **Vice Chancellor, Prof. Dr. Muhammad Suleman Tahir** (hereafter - Party 2)

both hereinafter separately referred to as the "**Party**", collectively – the "**Parties**", have decided to enter into the present Memorandum of Understanding (hereinafter referred to as the "**MoU**") and agree with conditions as follows.

1. Purpose of the MoU

The Parties believe that the quality of research and teaching is enhanced with the establishment of international cooperation, and wish to enter into collaboration with a goal of mutual enrichment in scientific, academic and cultural areas.

2. Areas of Cooperation

Within fields that are mutually acceptable, the Parties undertake to explore the opportunities for collaboration, which may include the following general forms of cooperation:

- 2.1. Sharing good practice in quality enhancement processes;
- 2.2. Exchange and professional training of students, scientific, academic and administrative staff;
- 2.3. Exchange of academic materials, publications and other information;
- 2.4. Developing dual/joined (degree) diploma programmes (in BSc, MSc/MBA & PhD);

- 2.5. Bringing dual/joined (degree) diploma programmes to the market in the frame of an international consortium;
- 2.6. Bringing joined programs to the market of working people and companies;
- 2.7. Participation in national and international research programmes and projects;
- 2.8. Joint research and innovation project activities;
- 2.9. Publication different scientific-research articles on local and international journals;
- 2.10. Organizing joint international conferences, forums and events;
- 2.11. Joint activities to promote research commercialization and entrepreneurship;
- 2.12. Special short-term academic programs, and Honorary appointments of key personnel involved in joint research programs;
- 2.13. All possible and legal activities for developing quality of education between partners.

3. Obligations of the Parties

- 3.1. The Parties intent to assist each other in the realization of the present MoU;
- 3.2. The Parties will exchange information and analytical materials essential for the most effective realization of the Parties Responsibilities identified in the given MoU;
- 3.3. Scheduled specific events will be carried out on the basis of additional contracts and agreements;
- 3.4. Detailed areas of cooperation, as well as exact conditions of cooperation in each area will be described in separate contracts.

4. Financial Arrangement

- 4.1. The Parties understand that all financial arrangement will depend on the availability of funds and will be negotiated as well as mutually agreed in other legally binding agreements.
- 4.2. The Parties will look for and get financing of activities from sources available to them.

5. Confidentiality obligation and intellectual property rights

- 5.1. The Parties agree to treat information, documentation and results of the cooperation or joint research activities as confidential and not to disclose it to any third parties without written consent of the other Party.
- 5.2. The above clause relating to confidentiality shall not extend to publishing of results of research in the form of conference-papers and articles in scientific periodicals. In any case one Party shall inform the other in writing about its intentions to publish results of research.
- 5.3. Confidentiality obligation shall not extend to information which the receiving Party is compelled to release by law or legal process, provided that the receiving party provides the other Party with prompt notice of such compulsion as to provide an opportunity to seek a protective order.
- 5.4. Each Party shall remain the proprietor of patented and unpatented results, which were

obtained by that Party prior to signing the present MoU, or which will be obtained as a result of its own work within the scope of cooperation

5.5. Intellectual property rights of any results from the parties' mutual cooperation or joint research activities shall belong to the parties according to their contribution into common research or other activity.

5.6. The Parties undertake to protect intellectual property rights and exploit the results of mutual scientific cooperation according to the industrial laws and regulations in force in their countries.

6. Dispute Settlement

6.1. If there is a dispute between the Parties arising out of or in connection with the present MoU or out of activities undertaken under the MoU the Parties agree to settle it by direct negotiations.

6.2. If the dispute cannot be settled amicably within 30 days after the start of negotiations, the parties agree to settle the dispute in accordance with the laws in the courts of the country where the defendant Party has its registered domicile.

7. Validity of the MoU

7.1. This MoU comes into force when the authorized representatives of both Parties have signed it and is valid for 5 years.

7.2. Either Party may terminate the MoU by giving the other Party 3 months' prior written notice.

7.3. The MoU may be terminated upon written consent of the Parties as well.

7.4. When the MoU is going to terminate then parties are obliged to fulfill their obligations towards all students and clients in the programs/projects that already subscribed or signed a contract before the ending of this MoU. They will cooperate under the conditions of this MoU to finalize all obligations.

7.5. The terms of the MoU can be amended only upon mutual consent of the Parties, addendums and amendments are valid only if they are made in writing and signed by the authorized representatives of the Parties.

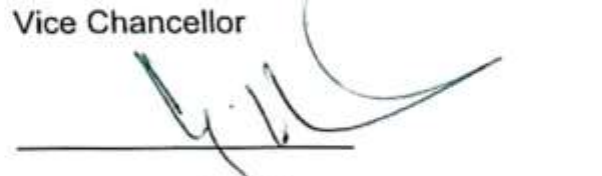
7.6. The MoU is made in two equally binding copies in English.

8. Signatures of the Parties

Prof. Dr. Havar Mammadov
Rector


Date: 25/08/2021, Azerbaijan

Prof. Dr. Muhammad Suleman Tahir
Vice Chancellor


Date: 25/08/2021, Pakistan

VICE CHANCELLOR
Khwaja Fareed University of
Engineering & Information Technology
Rahim Yar Khan