MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITI TUN HUSSEIN ONN MALAYSIA

AND

KHWAJA FAREED UNIVERSITY OF ENGINEERING AND INFORMATION TECHNOLOGY, RAHIM YAR KHAN PAKISTAN

ON ACADEMIC AND RESEARCH COLLABORATION

This Memorandum of Understanding (hereinafter referred to as "MoU') is made on this .....day of.....2018

BETWEEN

UNIVERSITI TUN HUSSEIN ONN MALAYSIA (hereinafter referred to as "UTHM") a public university established under the Universities and University Colleges Act 1971 whose address is at 86400 Parit Raja, Batu Pahat, and Johor Darul Ta'zim and shall include its lawful representatives and permitted assigns;

AND

KHWAJA FAREED UNIVERSITY OF ENGINEERING AND INFORMATION TECHNOLOGY, RAHIM YAR KHAN, PAKISTAN (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 and Information Technology, Abu Dhabi Road, Rahim Yar Khan, Punjab, Pakistan and shall include its lawful representatives and permitted assigns;

(**UTHM** and **KFUEIT** referred to singularly as "the Party" and collectively as "the Parties"),

WHEREAS

A. **UTHM** is an established University which strives to enhance and strengthen its internationalization linkage and has taken various initiatives to complement its educational excellence. UTHM has entered into various collaborative arrangements with other parties to enhance its academic and research activities.

B. **KFUEIT** is an established University which strives to become a world-class University of Engineering and Information Technology that contributes significantly to the development of regional economy and uplift of local community by becoming a power house of intellectual and human capital generation.

C. The Parties are desirous of entering into this MoU to declare their respective intentions and to establish a basis of co-operation 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 MoU and the laws, rules, regulations, and national policies from time to time in force in each Party's country, will endeavour to strengthen, promote, and develop co-operation between the Parties on the basis of equality and mutual benefit.

ARTICLE II

AREAS OF CO-OPERATION

1. Each Party will, subject to the laws, rules, regulations, and national policies from time to time in force, governing the subject matter in their respective countries, endeavour to take necessary steps to encourage and promote co-operation in the following areas:

(a) Reciprocal visits by faculty members and/or staff and students undergraduate/postgraduate exchange;

(b) Collaboration on academic development and research activities related to engineering, technology and management;

(c) Collaboration in organizing seminar and intellectual discourse;

(d) Collaboration on mutual publications;

(e) Collaboration in joint supervision for postgraduate studies;

(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 this MoU will be superseded by 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 A of this MoU.

ARTICLE III

FINANCIAL ARRANGEMENTS

1. This MoU 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 MoU.

ARTICLE IV

EFFECT OF MoU

This MoU 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, expressed, or implied.

ARTICLE V

NO AGENCY

Nothing contained herein is to be construed so as 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 DURATION, EXTENSION, AND TERMINATION

1. This MoU will come into effect on the date of signing and will remain in effect for a period of **THREE (3) years** or until terminated by either party with **SIX (6) months** written notice.

2. The termination of the MoU shall not affect the implementation of ongoing activities/programmes.

3. This MoU may be extended for a further period as may be agreed in writing by the Parties.

ARTICLE VII

REVISION, VARIATION, AND AMENDMENT

1. Either party may request in writing,a revision, variation, or amendment of this MoU.

2. Any such revision, variation, or amendment agreed to by the Parties shall be in writing and shall form part of this MoU.

3. Such revision, variation, or amendment shall come into force on such date as may be determined by the Parties.

4. Any revision, variation, or amendment shall not prejudice the implementation of any project, activity, or co-operation arising from or based on this MoU before or up to the date of such revision, variation, or amendment.

ARTICLE VIII

LANGUAGE AND NOTICES

The text of this MoU is established in the English language. Any communication under this Memorandum of Understanding will be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of +607 453 3801 for Universiti Tun Hussein Onn Malaysia or +92 68 9239122 for KFUEIT as the case may be, shown below or to such other address or electronic mail address or facsimile number as either Party may have notified the sender and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledged:

To: **Dean**

Faculty of Computer Science and Information Technology

UniversitiTun Hussein Onn Malaysia

86400, Parit Raja, BatuPahat

Johor Malaysia.

Email address: dekan.fsktm@uthm.edu.my

To: **Vice Chancellor**
Khwaja Fareed University of Engineering and Information Technology
Abu Dhabi Road, Rahim Yar Khan, Punjab
Pakistan
Email: vc@kfueit.edu.pk

The foregoing record represents the understandings reached between **UNIVERSITI TUN HUSSEIN ONN MALAYSIA** and **KHWAJA FAREED UNIVERSITY OF ENGINEERING AND INFORMATION TECHNOLOGY, RAHIM YAR KHAN** upon the matters referred to therein.

ANNEXURE A

[which shall be read and construed as an important part of this Memorandum of Understanding]

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 and any 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.

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 Agreement or any other agreements made pursuant to this Memorandum of Agreement.

2. For purposes of paragraph 1 above, such documents, information, and data include any document, information, and data which are disclosed by a Party (the Disclosing party) to the other Party (the Receiving party) prior to, or after, the execution of this Memorandum of Agreement, 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 are designated in writing to be confidential or by their nature are 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 binding between the Parties notwithstanding the termination of this Memorandum of Agreement.

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 Agreement which suspension shall take effect immediately after notification has been given to the other Party through diplomatic channels.

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 Agreement 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.

IN WITNESS WHEREOF, the undersigned, being duly authorised by their respective organisations, sign this MoU on the date as above written.

Signed by]
For and on behalf of]
Universiti Tun Hussein]
Onn Malaysia]

.....

Professor Ts. Dr. Wahid bin Razzaly
Vice Chancellor

In the presence of

.....

Mr. Abdul Halim bin Abdul Rahman
Registrar

Signed by]
For and on behalf of]
KFUEIT]

Athar Mahboob
.....

Engr. Prof. Dr. Athar Mahboob, TI
Vice Chancellor
Khwaja Fareed University of Engineering & Information Technology, Rahim Yar Khan

In the presence of

.....

Mr. Muhammad Bilal Irshad
Registrar