MEMORANDUM OF UNDERSTANDING

BETWEEN

KOHAT UNIVERSITY OF SCIENCE & TECHNOLOGY, KOHAT

AND

FATA UNIVERSITY, FR KOHAT

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MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

KOHAT UNIVERSITY OF SCIENCE & TECHNOLOGY (KUST), KOHAT

Hereinafter referred to as **PARTY- I**

AND

FATA UNIVERSITY, FR KOHAT

Hereinafter referred to as **PARTY- II**

Kohat University of Science & Technology (KUST) and FATA University shall hereafter be collectively referred to as "**Both Parties**"

WHEREAS both parties enter into this MOU to collaborate efforts to establish and develop academic exchange and co-operation in teaching, training, research, collaboration in R&D activities in areas of mutual interest and in accordance with prevailing laws of both parties as follows:

1. RESEARCHES AND DEVELOPMENT:

1.1 **Both Parties** agree for mutual visits and participation in teaching and research programs.

1.2 **Both Parties** agree to promote exchange of information and materials of mutual interest.

1.3 **Both Parties** agree to promote and facilitate exchange of research, teaching and technical staff.

1.4 **Party-I** agrees to facilitate the development of newly established FATA University, especially in the establishment of its laboratories.

1.5 The **PARTY-I** will provide access to their Laboratories/ Equipment/ Machineries and other resources for practical & research work to **PARTY-II**, on mutual agreed terms & conditions.

1.6 **Both Parties** shall, where feasible, jointly explore, initiate and/or undertake R&D projects, industry / market oriented projects and any other activities related to areas of mutual interest and prepare the Research Proposals, PC-I etc. based thereon for submission to the

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national/international funding agencies, wherefrom **Both Parties** could mutually be benefited.

1.7 The funds provided by the Government or any other national/international funding agency etc. for specific joint R&D projects, shall be shared by **Both Parties**, according to their contribution and nature of work. The share of contribution will be decided with mutual consent by Both PARTIES. The equipment and machinery thus acquired shall be considered the property of Party I and Party as per the project.

1.8 The publications, patents, varieties, processes development and any other research findings as a result of the joint collaborative R&D work shall be shared on proportionate basis by **Both Parties** on mutually agreed terms and conditions

1.9 The individuals of **Both Parties** making new discoveries shall have their "Intellectual Property Rights" reserved, as per law.

1.10 **Both Parties** shall jointly organize seminars, workshops, training courses, cultural and sports activities at either of the organizations, on mutually agreed terms & conditions.

1.11 **Both Parties** agree on other forms of co-operation, which is to be arranged jointly by both parties.

2. HUMAN RESOURCE DEVELOPMENT:

2.1 Both the Under-Graduates and Graduate students enrolled with **PARTY-II** may undertake their research work in the laboratories of **PARTY-I** on mutually agreed topics and on mutually agreed terms & conditions.

2.2 The financial research support provided by HEC or any other funding agency to research students will be shared by **Both Parties** proportionate to their contributions, the share of contribution will be decided with mutual consent by both organizations as per contribution of work.

2.3 **The PARTY-II** may regularly recommend their students for undertaking internships with **the PARTY-I** on mutually agreed terms & conditions.

2.4 **The PARTY-II** may recommend their faculty members of its newly established Departments for undertaking various training programs for their capacity building with **the PARTY-I** on mutually agreed terms & conditions.

3. COORDINATION:

3.1 Activities pertaining to joint ventures shall be initiated, executed and monitored through an **EXECUTIVE COMMITTEE**, in which the representation of **Both PARTIES** will be of -three (3) persons each, nominated by their respective Vice Chancellors. **The Convenor of the**

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Executive Committee shall be from among the representatives of Party I and shall be nominated by the Vice Chancellor of KUST.

3.2 All the correspondences, joint research proposals, execution, monitoring and any other information relating to MOU shall be processed through the constituted **EXECUTIVE COMMITTEE**, provided, that it fulfills the scientific, technological and ethical criteria. However, **Both Parties** shall observe the inter-departmental official procedures, if involved, at either end. **THE PARTY–I** and **THE PARTY-II** will always safeguard the stakes & interests of its principal / parent organization i.e., Kohat University of Science & Technology & FATA University and will not indulge into any commercial conflict with the other units / outfits of its principal / parent organization.

4. FINANCES:

4.1 **Both Parties** shall, together and independently pursue opportunities for additional financial support to further objectives of the **MOU**.

4.2.1 Any profit arising from this **MOU** shall be distributed between **Both Parties** the quantum of which shall be determined by mutual consent of the Parties.

5. AMENDMENTS:

Any amendment / addition or deletion in the aforesaid **MOU**, if needed, can be made after mutual consent of **Both Parties**. However, **Both Parties** will strictly observe official codal formalities, wherever & whenever involved at either end.

6. DIFFERENCES:

6.1 That all the conflicting issues and disputes if any, arising out of this **MOU** and / or other projects / activities being addressed under the umbrella cover of this MOU and other allied and ancillary matters will be discussed and settled by **THE EXECUTIVE COMMITTEE**. In case the above-said forum is unable to resolve the issues, the matter will be referred to the **VICE CHANCELLOR, Kohat University of Science and Technology** and **VICE CHANCELLOR, FATA UNIVERSITY**, who will resolve the issue and their decision, will be **FINAL** and binding upon **Both Parties.** If the conflict is not resolved by **Both Parties**, it may be sent to a forum, mutually agreed upon by **Both Parties** for conflict resolution.

7. TERMINATION:

7.1 That this **MOU** or other mutual detailed agreement (s) shall stand terminated, if it is deemed necessary at any stage, due to circumstances beyond control or non-fulfillment of the obligations by any **PARTY,** as laid down in the **MOU,** or agreement (s). In such case, either **THE PARTY-I** & **PARTY-II** shall not indemnify any loss,

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which may accrue to either **PARTY** for the execution of related assignment (s).

7.2 The MOU can be terminated prior to the expiry date by mutual agreement between both parties, subject to at least 3 (three) month's prior notice in written. In case of termination of this MOU and/ or other agreements signed under this MOU, decision pertaining to distribution of assets of unaccomplished projects will rest with **THE PARTY– I & THE PARTY-II.**

8. VALIDITY:

8.1 This MOU shall come into force on the date of its signing and remain in force for an initial period of 3 (three) years, subject to a review, at which both **Parties** shall, by mutual consent, determine terms and conditions of any extensions duration of this **MOU**.

8.2 This **MOU** is not intended to be legally **and financial** binding, but it simply expresses the intentions and understanding between Both Parties. This **MOU** may form basis of a detailed and legally binding agreement to be drafted and executed in the future.

9. Confidentiality of data: Both parties will keep data confidential and will not disclose to an unauthorized person without the permission of each other.

The undersigned have signed this MoU at the **Kohat University of Science & Technology** on this day of **November 30, 2017**.

SIGNED BY:

Prof. Dr. Jamil Ahmad
Vice Chancellor
Kohat University of Science & Technology,
Kohat

Prof. Dr. M. Tahir Shah (T.I)
Vice Chancellor
FATA University
FR Kohat

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