MEMORANDUM OF UNDERSTANDING
ON ACADEMIC COOPERATION BETWEEN

FATA University, FR Kohat, Khyber Pakhtunkhwa, Pakistan

And

University of Swabi, Khyber Pakhtunkhwa

UNIVERSITY of SWABI

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FATA University, Khyber Pakhtunkhwa, Pakistan

And

University of Swabi, Swabi

UNIVERSITY of SWABI

FATA University is a public sector University situated in Akhorwal, Tribal Sub-Division Darra Adam Khel, Kohat, Khyber Pakhtunkhwa, Pakistan. The university is run by the Higher Education Department, Government of Khyber Pakhtunkhwa. The University of Swabi is being a well-established and renowned Public Sector University of the Khyber Pakhtunkhwa, has the mandate to offer education, teaching, training and research in more than two dozen areas. The University of Swabi has well trained and well qualified human resources and good laboratories. It offers academic programmes at Undergraduate and Graduate level in numerous fields. The departments are supervised by highly qualified and professionally experienced faculty members including PhD, M.Phil. degree holders.

The **FATA University and University of Swabi, Khyber Pakhtunkhwa, Pakistan,** recognizing the benefits to their respective universities from the establishment of international links, conclude this MoU.

1) The purpose of this MoU is to develop academic and educational cooperation and to promote mutual understanding between the two Universities.

2) Both Universities agree to develop the following collaborative activities in the academic areas of mutual interest, on a basis of equality and reciprocity:

    a. Education and exchange of faculty and exchange of administrative staff.
    b. Education and exchange of students.
    c. Conducting collaborative research projects.
    d. Conducting lecturers and organizing workshops, conferences, seminars etc.
    e. Exchange of technical, scientific, and academic information and materials.
    f. Identify opportunities for commercialization of science and technology etc.;
    g. Use of space for meetings and other curricular and co-curricular activites; and
    h. Promoting other such academic cooperation when mutually agreed.

3) The development and implementation of specific activity based on this MoU will be separately negotiated and agreed between faculties, departments, schools or institutes, which carry out the specific projects. Both universities agree to carry out these activities in accordance with laws and regulations or the respective universities after consultation and approval, required under the rules.

4) Under section 2 (a) and 2 (b), mutually agreed concession in fee will be provided wherever applicable/requested. All such concessions will be negotiated and agreed between the two universities. Both the universities will facilitate faculty and students under their rules.

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5) This MoU may be amended or modified by a written agreement signed by the representatives of both universities.
6) This MoU is valid for a period of five years from the date of signing by the representatives of both Universities. This MoU shall be renewed after being reviewed and re-negotiated by both universities.
7) This MoU may, at any time during its period of validity, be terminated by one of the Universities upon prior notice to the other in writing not later than three months before the termination date. The termination of this MOU shall not affect the implementation of the projects or programmes established under it prior to such termination, if otherwise not desired/agreed. Such termination shall be without prejudice to any persons already engaged in associated collaborative activity.
8) It is understood that the implementation of any of the types of cooperation stated in Clause-2 shall depend upon the availability of resources and financial support at the universities concerned.
9) Should the collaborative research activities under this MoU result in any potential for intellectual property, both universities shall seek an equitable and fair understanding as to ownership and other property interests that may arise. The financial arrangement, rights to intellectual property and publication of articles relating to each project agreement and programme of cooperation will be in accordance with the specific agreement and programme of cooperation covering each project. The Universities acknowledge that in the absence of any specific agreement to the contrary, all expenses of salary, travel, living and allied costs will be determined at the discretion, and be the responsibility, of the visitor's home university as per her rules.
10) Each party shall be responsible for its own costs incurred in connection with this MoU. Where possible however the parties shall explore opportunities for external funding of the collaborative activities. Other mutual agreement/s on cost can also be negotiated and agreed upon.
11) This Memorandum of Understanding is a statement of intent of foster genuine and mutually beneficial academic collaboration and nothing contained within shall be construed as creating any legal relationship between the parties.
12) This Memorandum of Understanding does not prejudice the right of either party from establishing similar relationships with any other University.
13) In case of any ambiguity/dispute the matter will be resolved through mutual consultation.
14) The Universities can appoint representatives to manage and oversee the joint management activities. The representatives of the contracting parties, preferably along with their Heads of Universities, can meet as and when necessary to review progress in

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the implementation of the agreed upon arrangements, define new areas and programmes of cooperation as well as discuss other matters related to the MoU.

Prof. Nasir Jamal Khattak
Vice Chancellor
University of Swabi
Khyber Pakhtunkhwa, Pakistan
www.uoswabi.edu.pk

Signed: _____

Date: 15.09.2023

Prof. Muhammad Jahanzeb Khan
Vice Chancellor
FATA University, FR Kohat
Khyber Pakhtunkhwa, Pakistan
www.fu.edu.pk

Signed: _____

Date: 15.09.2023

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