四川理工学院

MEMORANDUM OF UNDERSTANDING

BETWEEN

Sichuan University of Science and Engineering (CHINA)

AND

UNIVERSITY OF Pakistan

MEMORANDUM OF UNDERSTANDING

This memorandum of Understanding (hereinafter referred to as the "MOU") executed this 14th day of December 2016 between the Sichuan University of Science and Engineering, China hereinafter "SUSE"and Iqra National University, Peshawar Pakistan

WHEREAS the Sichuan University of Science and Engineering, China has inter alia as one of its objectives, to provide directly or in collaboration with other institutions of higher learning facilities for University education including technological, professional education and research; and participate in the discovery and transmission of knowledge and the stimulation of intellectual life and cultural development of China.

WHEREAS Iqra National University has a general aim to contribute to University Education including technological and professional education and research;

WHEREAS both institutions desire to establish relations in the area of

- Scholarships
- Split degree programs
- Student exchange programs
- Research and Development

NOW therefore the two parties have agreed to cooperate as follows:-

1. **AREAS OF COLLABORATION**

To conduct research, teaching, publications and facilitation in:

i) Joint teaching arrangements for postgraduate programmes
ii) Joint supervision of Postgraduate projects
iii) Student and faculty, exchange
iv) Scholarship
v) Split degree programs

Operational guidelines both academic and budgetary for each activity under the MOU shall be set down in a specific letter of agreement.

MUTUAL OBLIGATIONS

1. The overall Memorandum does not entail any obligation for the two parties to fund any travels for researchers from the other institution. Provided that funds are available from elsewhere (e.g. concrete collaborative projects), both parties will facilitate practical arrangements related to study visits from the collaborating institution including office accommodation and necessary administrative functions (such as flight reconfirmation and hotel reservation) to enable them to carry out programme objectives.
2. Both institutions shall seek waiver of duty and value added tax applicable on any equipment and materials for use by students and staff participating in this collaboration. As a general rule, the title and custody of any equipment acquired in the course of the collaboration shall remain with the host institution upon the expiry of that particular project as specified in individual 'agreements of collaboration'.
3. Both institutions shall abide by current international guidelines on good research practice and ethics available in relation to all research activities.

4. Both institutions further agree to bear the cost of administering the programme on such terms as shall be mutually agreed upon from time to time.
5. Both parties shall make rules governing the use of their respective facilities including laboratories, library and workshops where such facilities are used to conduct any of the functions of this collaboration as specified in 'agreements of collaboration' regarding each individual project.
6. Both parties jointly and independently agree to make available suitable facilities and personnel as and when required and on such terms as to fees, remuneration, insurance, and any other incidents thereto as specified in 'agreements of collaboration' regarding each individual project.
7. The parties shall share both in gains and losses of the collaboration including skills, inventions/patents, profits and liabilities whether pecuniary or otherwise **provided** always Intellectual Property rights shall be shared equally.
8. The parties shall keep each other indemnified against all damages to or losses resulting from the fault of their respective agents and/or servants.

MANAGEMENT OF THE COLLABORATION

Each Institution shall designate a coordinator to develop and coordinate the program activities.

The initial coordinators are ", Pakistan" of "CANAMAPIE, China" for the "SUSE" and Muhammad Haroon Sabir on behalf of Pakistan 0333-9148217. Admission, students exchange and split program applications must go through ", Pakistan" otherwise "SUSE" will not accept the applications. Notification of change or successor shall be in writing to the other party.

14/11/16

MATERIAL TRANSFER AGREEMENT

Any and all materials transferred between the parties shall be subject to an acceptable 'material transfer agreement' signed by the parities and appended to the agreement of collaboration regarding the individual projects.

DURATION OF THE MEMORANDUM

This Memorandum of Understanding shall come into effect from the date of execution and shall remain in force for a period of one years.

IMPLEMENTATION

All laws, rules and regulations issued by all parties shall be strictly observed at all times.

SETTLEMENT OF DISPUTES

The parties shall first use reasonable endeavours to amicably settle disputes arising out of or in connection with this Collaboration Agreement. Where a dispute has not been amicably resolved the parties shall enter into structured negotiation with the assistance of a mediator acceptable to both sides.

FORCE MAJEURE

Either party shall promptly notify the other party, in writing, of any situation or event arising from circumstances beyond their control, which they could not have reasonably foreseen, and which make the performance of all or part of the parties obligations under this contract impossible. Upon notification of the occurrence of such a situation or event, the performance of this contract shall be deemed to be postponed for a period of time

equivalent to that caused by the Force Majeure and reasonable period not exceeding one (1) week thereafter shall be allowed for remobilisation to continue the performance of the contract.

REVIEW AND AMENDMENTS

The Memorandum may be amended or revised if both parties agree. Such amendments or revision shall be effective from the date of signature. Amendments may be decided at any time and shall be made in writing upon mutual consent of the parties.

TERMINATION OF MEMORANDUM

The memorandum of Understanding may be terminated with immediate effect by mutual agreement between the parties or by either party giving the other not less than six (2) months notice in writing.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding on this 14th Day of December 2016.

SIGNED

For and on behalf of Sichuan University of Science and Engineering, China hereinafter "SUSE",

12/14/2016

and

SHAH JEHAN

Liaison Officer/Registrar, Pakistan

SHAH JEHAN

Date: 14/12/16

Director of International Affair office,
Sichuan University of Science and Engineering, China.

Date: 2016. 12. 09