



**Memorandum of Understanding**  
Between  
**Hazara University Mansehra**  
and  
**Hattar Industrial Association (HIA)**

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**Address of Parties:**

- Hazara University Mansehra, Khyber Pakhtunkhwa, Pakistan.
- Hattar Industrial Association (HIA) Plot # 15, Phase-III, Industrial Estate Hattar, Haripur, Khyber Pakhtunkhwa.

**Understanding:**

- The **Hazara University Mansehra , (Pakistan)** (hereinafter referred to as “**HU**”), of the one party and the **Hattar Industrial Association (HIA)** (hereinafter referred to as “**HIA**”), of the other party, hereinafter referred to singularly as ‘the party’ and together as the ‘Parties’, **CONSIDRING** that the Parties are currently carrying out education and research activities in a number of areas, and that mutual and community benefits may be divided for joint Participation in educational and research activities based on reciprocity and complementarily bases.
- This MoU is drawn up in duplicate in English language and signed by competent authorities of HU and HIA.
- Both parties agree that HIA shall communicate directly to HU Office of Research Innovation and Commercialization (ORIC), while HU shall communicate directly to the Chairman, HIA, for any proposed activity under this MoU.
- For any collaborative research and material transfer, a separate agreement (standard provided by HU) must be signed between individual conducting the research Projects.
- Both Parties nominate a focal person for this Memorandum of Understanding mentioned him/her as witness for this Agreement.

**Terms of Agreement**

Both Parties agree on all articles and sub-articles and subject to laws, rules and regulation of each Party and national policies from time to time in force and subject to availability of funds and resources, as follow:

Article 1



### **Purpose**

The Parties shall encourage and facilitate cooperative education, research and development activities in the field of common interest.

### **Article 2**

#### **Definitions**

For the purpose of this agreement:

- Cooperative Activity means any activity which the Parties undertake or support, pursuant to this Agreement, and includes joint research training program(s), workshop, conference(s) etc.
- Information means scientific or technical data, result or methods of research and development stemming from joint research carried out under this MoU and any other data deemed necessary by the participants to cooperative activities.
- Intellectual property shall have the meaning defined in Article 2 of the Convention establishing the World Intellectual Property Organization, done at Stockholm, 14 July 1967 and IPO of Pakistan.
- Participant or Research Entities means any person, or any research group involved in cooperative activities including the Parties themselves.
- Trainers means any person involved in the preparation of material and / or involved in guidance, instruction, training of any part, and / or its employees, and / or any third party involved under this Agreement.

### **Article 3**

#### **Principles**

Cooperation shall be conducted on the basis of the following principles:

- a) Community benefits
- b) Mutual benefits based on an overall balance of advantage.
- c) Reciprocal access to the activity of education, research and technological development undertaken by each Party within this MoU.
- d) Timely exchange of information which may affect cooperative activity.
- e) Appropriate protection of intellectual property rights.
- f) Terms of understanding for any cooperative activity may be changed by in written advance mutual understanding / consent.
- g) Participants and research entities will be properly acknowledged for any mutual cooperative activity.
- h) Any further article can be added to this document as addendum after mutual agreement.



#### Article 4

#### Scope of Cooperation

Cooperation under this MoU will involve the following activities between both parties.

- a) Technical assistance to establish Research & Development Center at HIA.
- b) HIA shall offer internship and jobs to HU graduates in R&D center as per requirement.
- c) ORIC-HU and HIA shall jointly manage R&D center to provide R&D services to industry.
- d) Training programs for industries and HU for development of technology and innovative products.
- e) Both Parties shall approach funding agencies (like United Nation, Ministry for Industries & Commerce or any related government department) to acquire funding for establishment of R&D centers.
- f) Students and faculty visits to R&D centers in industries.
- g) Joint organization of scientific seminars, conferences and workshops.
- h) Exchange of information relevant to cooperation under this agreement.
- i) Exchange of publications, reports and other academic material and information.
- j) On demand technical / consultancy services.
- k) Capacity building programs.

#### Article 5

#### Finance

- a) Both Parties shall approach the funding agencies/government departments/industries for establishment of R&D center. All costs on said project shall be covered from the separate account R&D project. Detail of costs on each project will be mentioned and agreed in respective documents before submitting funding proposal of the project/s.
- b) Profit generated by the project will be shared between R&D center and ORIC-HU in the ratio of 50% each.

#### Article 6

#### Publication and Intellectual Property Rights

- a) The Parties agree that in the absence of any specific agreement in writing to the country, both parties will be acknowledged as collaborators and equal partners for any academic, commercial and/or non-commercial benefit in any publication, copy rights, Intellectual Property or other in the similar category, developed/generated under any joint work specifically due to this Agreement.



- b) Both parties will show respect and honor to each other's Intellectual Property Rights Policy and in case of any dispute it will be resolved through the head of organization known as parties in this Agreement.

#### Article 7

##### **Entry into force, termination and dispute settlement**

- a) This MoU shall enter into force on the date of execution of this MoU. This MoU shall be considered as valid until section c of article 7 is enforced by any party.
- b) This MoU may be amended by both the Parties. Amendments shall enter into force on the date of which Parties have notified each other in writing that their respective internal procedure necessary for amending this MoU have been completed.
- c) This MoU may be terminated at any time by either Party upon six month written notification.
- d) All questions or disputes related to the interpretation or implementation of this MoU shall be settled by mutual agreement between the Parties.

#### Article 8

##### **Nondiscrimination policy**

Both Parties will follow the policy of equal opportunity and no discrimination on the basis of ethnicity, religion, place of origin, race, color, gender and marital status.

#### Article 9

##### **Confidentiality**

The Parties agree and undertake to keep confidentiality of any information falling under intellectual property rights.

#### Article 10

##### **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 11

##### **Effect of Memorandum of Understanding**

This agreement services only as a record of Parties intentions, understanding for agreeing for its principles and scope of cooperation, but 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 obligation, express or implied.

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## Article 12

### Notices

Every notice, or request or any other communication required or permitted to be given pursuant to this Agreement shall be in writing, in English and delivered personally or by fax, or sent by registered or certified post via air mail or by courier email (which shall be acknowledged by the other Party) to the Parties at the address as stated below:

a) If to HU: Office of Research, Innovation & Commercialization (ORIC)  
Hazara University, Mansehra, Khyber-Pakhtunkhwa, Pakistan

Attention: Manager (University Industry Linkages)

Fax. No: 0997-414111

Email: [manageruil@hu.edu.pk](mailto:manageruil@hu.edu.pk)

b) If to HIA

HIA Office,

Plot # 15, Phase-III, Industrial Estate Hattar, Haripur, KPK.

Attention: Chairman,

Phone No: 0092-995-617740-41

Email: [hia18@yahoo.com](mailto:hia18@yahoo.com)





IN WITNESS THEROF, the Parties have caused this MoU to be executed by their duly authorized representatives.

For and Behalf of  
**Hazara University**  
**Manschra**

**Prof. Dr. Jamil Ahmad**  
Vice Chancellor

Dated: 3.9.20

For and Behalf of  
**Hattar Industrial Association**

**Malik Muhammad Ashiq Awan**  
Chairman

Dated: 03-09-2020.