

## MEMORANDUM OF UNDERSTANDING

between

**World Pheasant Association-Pakistan**

and

**Hazara University, Mansehra, Pakistan**

This Memorandum of Understanding (MoU) between the World Pheasant Association-Pakistan, Ferozpur Road, Lahore (hereinafter referred to as "WPA-Pakistan") and University of Hazara (hereinafter referred to as "HU") sets forth the terms and conditions for collaboration in mutually agreed areas of cooperation between the two organizations.

### PARTNER ORGANIZATIONS

#### **World Pheasant Association-Pakistan (WPA-Pakistan)**

WPA-Pakistan is the largest Galliformes research and conservation organization in Pakistan. It has been working since 1970 with communities, government, civil society, international organizations, industries, and universities, towards the research and conservation of the Galliformes in Pakistan. As part of the global WPA Network, with its Head Office in Lahore, WPA-Pakistan targeted field sites, protected areas, and other key ecological sites related to Galliformes.

#### **Hazara University, Mansehra (HU)**

HU is a public sector university based in Mansehra, Khyber Pakhtunkhwa, Pakistan. HU imparts higher education at undergraduate and post graduate levels in fields such as Zoology, Environmental Sciences and Botany. The focus is to identify constraints, conduct research and disseminate information on issues related to the aforementioned fields of study.

### **Purpose of the Memorandum of Understanding**

The purpose of this MoU is to create and maintain an amicable working relationship between WPA-Pakistan and HU. This MoU assures cooperation of both parties for sharing of information and opportunities to allow them to contribute to each other's initiatives and work. Moreover, the MoU will enable WPA-Pakistan and HU to take a lead in issues pertaining to expertise in their respective niches. Further, the purpose of the MoU is to synergize energies and prevent the duplication of efforts.

### AREAS OF COLLABORATION

In order to establish a cooperative relationship through mutual assistance in the areas of research and education, WPA-Pakistan and HU agree to undertake the following mutually beneficial collaborative initiatives.

### **Role of WPA-Pakistan**

WPA-Pakistan within its territorial jurisdiction, agrees to:

1. Collaborate with HU on conducting baseline assessments of priority areas Galliformes species in Khyber Pakhtunkhwa in order to build existing knowledge for conservation and management
2. Extend opportunities of collaboration in issues related to Galliformes conservation and Conservation work.
3. Extend Galliformes data collection and analysis, should a working arrangement arise between the two parties.
4. Offer training workshops for capacity building of HU faculty, researchers, and students of Zoology, Environment and Botany.
5. Provide internship opportunities to the students of HU who wish to conduct research on a relevant species of Galliformes. Further, involving students in field projects to enhance their capacity in field work.
6. Provide HU access to its resource materials (current and previous publications) for factual and authentic information and also to the image bank i.e. photographs, movies, images and maps etc.
7. Providing opportunities to students to present their work on International Galliformes Symposium which is held after three years.
8. Creating opportunities for students to link them with our international research team for research and publication purpose.

#### **Role of the HU**

HU, within its territorial jurisdiction agrees to:

1. Collaborate with WPA-Pakistan to leverage support from across different academic departments and research centers of HU in research projects of mutual interest including Zoology, Environment and other programs.
2. Incorporate research topics about the Galliformes, their distribution, threats to be included in their research plans;
3. Provide the WPA - Pakistan access to its resource material both print and electronic including but not limited to the scientific journals, research papers etc.
4. Offer training workshops for the capacity-building of WPA-Pakistan staff on mutually agreed thematic areas.
5. Develop joint research projects in collaboration with WPA-Pakistan and with participation of selected researchers from both institutions.
6. Collaborate on upcoming research, joint policy papers for dissemination to environment planners and policy makers, conferences and visits for field studies, among others
7. Facilitate WPA-Pakistan's Communications, Corporate Partnership and Fundraising Departments for developing communication material, environment education initiatives and for fundraising activities through student's engagement programme.
8. Provide support on other relevant research agenda of mutual interest to both parties.

WPA-Pakistan and HU agree to:

- Nominate 'focal persons' for regular interactions concerning the implementation of this MoU;
- Facilitate each other in engaging local and foreign universities for long-term collaboration that benefit students and faculty;

- Further develop terms of partnership for specific activities that involve financial implications and specific responsibilities;
- Collaborate in research and information sharing regarding conservation and natural resource management subjects especially those about environmental protection, forests and wildlife management and development of agricultural resources.

Under this agreement various Faculties, Departments, Centers and Units of partner institutions will be able to collaborate in areas that will be of mutual benefit.

#### **FINANCIAL OBLIGATIONS**

There will be no financial obligations between the two parties under this MoU. This Memorandum of Understanding is based on mutual consent and agreement of cooperation. However, in future, if any research or project opportunities may arise, WPA-Pakistan and HU can mutually deliver the services bearing any necessary financial obligations attached to it, partner for projects or jointly submit the proposals to the national and international donors.

#### **DURATION, VALIDITY AND AMENDMENT OF MOU**

- This MoU shall become effective on the date that it is signed by both parties and shall be valid until 31<sup>st</sup> December 2025. However, this duration may be amended by mutual consent of both the Parties in writing and is extendable, based on successful completion and achievement of targets.
- This MoU may not be modified, amended, altered or supplemented, except upon the execution and delivery of a written consent of both the parties hereto.
- This MoU may be terminated by either party at any time provided that the party who wishes to terminate gives written notice of its intention at least three months prior to termination.
- Nothing in the above MoU shall be construed as legally binding.

#### **CONFIDENTIALITY**

Both parties agree to maintain in confidence and not disclose, reproduce, copy any materials, documentation or specification which are provided by one partner to the other partner under this MoU with the request to maintain confidentiality.

#### **INTELLECTUAL PROPERTY RIGHTS, RESULTS AND PUBLICATIONS**

All intellectual property brought by each party to the relationship under this MOU remains in the ownership of that party. The reproduction of reports would require prior permission of both parties.

Qualification for authorship or inventor-ship shall be in keeping with generally accepted criteria. The order of authorship / inventor-ship shall be a joint decision of the co-authors or co-inventors in any co-authored publication or co-invented invention. Each author or inventor, as the case maybe, shall have participated sufficiently in the work to take public responsibility for the content or invention.

*For the purpose of this MOU, "Intellectual Property" means all rights in relation to inventions (including patents), registered and unregistered trademarks (including service marks), copyright, circuit layouts, registrable designs, registrable plant varieties, processes, know-how and confidential information in the industrial, scientific and artistic fields including application or right to apply for registration of any of those rights.*

#### **ADVERTISEMENT**

Neither party shall use directly or by implication the names or trademark or any other identity of the other party, nor any of the other party's affiliates or contractors, nor any abbreviations thereof, or of any staff member, faculty member, student, or employee of the other party in connection with any products, publicity, promotion, financing, advertising, or other public disclosure without the prior written permission of the other party.

**RELATIONSHIP OF PARTIES**

1. Nothing in this Agreement shall be deemed or construed by the Parties or any third Person as creating the relationship of principal and agent, partnership or joint venture between the Parties, it being understood and agreed that no provision contained herein, and no act of the Parties, shall be deemed to create any relationship between the Parties other than the relationship set forth herein.
2. No Party shall incur any debts or make any commitments for the other, except to the extent, if at all, specifically provided herein.

**SETTLEMENT OF DISPUTES AND ARBITRATION**

1. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this MoU or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place at the level of the Chairman WPA-Pakistan and Vice Chancellor HU or their nominees within a time frame of three (3) months after the dispute or controversy arises or such extended date as the parties may mutually agree to in writing.
2. Any dispute, controversy or claim arising out of or relating to this MoU, or the breach, termination or invalidity thereof, which has not been successfully resolved by conciliation in accordance with Clause 9.1, shall be settled by arbitration in accordance with the Pakistan Arbitration Act, 1940, subject to the exclusive jurisdiction of the Courts of Lahore and Hazara. The arbitration shall be conducted by three (3) arbitrators whose award shall be by majority and the Parties agree to be finally bound by such award.
3. One (1) arbitrator shall be appointed by each of the Parties and the third arbitrator shall be appointed by the two (2) arbitrators so appointed. The language of the arbitral proceeding shall be English. The place of arbitration shall be Lahore, Hazara or Islamabad, Pakistan.

**SEVERABILITY**

In the event that any provision of this MOU is held to be unenforceable in any respect, such unenforceability shall not affect the enforceability of any other provision of this MOU.

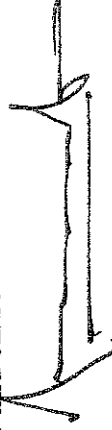
**PUBLIC STATEMENTS**

The parties acknowledge the merits of positive publicity but they recognize that neither party should make any press announcements or public statement about the proposals in this MoU which have not been agreed in advance by the other party.

This MoU shall be in effect upon the signature of WPA-Pakistan and HU authorized officials. It shall be in force from **15<sup>th</sup> day of October, 2020**.

**IN WITNESS WHEREOF**, the undersigned, being duly authorized by their respective organizations, sign this MoU on the date as above written in the presence of the below witnesses.

**For and on behalf of WPA-Pakistan**



Chairman  
World Pheasant Association -Pakistan  
Lahore  
Date:

**For and on behalf of Hazara University**



Vice Chancellor  
Hazara University, Manshehra

Date: