##### MEMORANDUM OF UNDERSTANDING BETWEEN NATIONAL UNIVERSITY OF COMPUTER & EMERGING SCIENCES AND INSTITUTE OF BUSINESS MANAGEMENT

**PO BOX 75500**

**KARACHI**

###### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) was signed on October 15, 2022 between NATIONAL UNIVERSITY OF COMPUTER AND EMERGING SCIENCES and INSTITUTE OF BUSINESS MANAGEMENT (PO Box 75500 KARACHI, hereinafter “IOBM”).

The Institute of Business Administration aims, inter alia, to provide facilities for higher education, including technical and professional teaching and research, either directly or in collaboration with other higher education institutions. Engaged in the discovery and transmission of knowledge and the stimulation of Kenya's intellectual life and cultural development. Although the National University of Computer and Emerging Sciences has the general purpose of contributing to higher education, including technical and professional teaching and research, both institutions have established a relationship in the field of computer science. I am working hard.

Therefore, both parties now agree to cooperate as follows:

1. **AREAS OF COLLABORATION**

Practices in research, teaching, publishing, and computer science

i) Common educational structure for graduate programs

ii) co-supervision of graduate projects;

iii) exchange of students and teachers;

Academic and financial operating guidelines for each activity

Must be specified in a special agreement as part of the MOU.

1. **MUTUAL OBLIGATIONS**

1. The parties undertake to jointly raise funds, including donor funds, research grants, donations, subscriptions and related funds, to achieve any or all of the objectives of the cooperation.

2. The Memorandum as a whole does not oblige either party to fund travel by scientists from the other institution. If funding is otherwise available (such as for certain joint projects), the parties will facilitate practical arrangements related to research visits by joint research institutions. This includes office accommodations and necessary administrative tasks (such as flight reconfirmation and hotel bookings) to enable them to perform these tasks. Purpose of the program. 3. Both institutions seek exemption from customs duty and VAT applicable to all equipment and materials used by students and staff participating in this collaboration. As a general rule, ownership and control of all equipment acquired in the course of the collaboration remains with the host institution after the termination of the respective project, as specified in the individual "Collaboration Agreement".

4. Both institutions will adhere to applicable international guidelines on good research practice and ethics in all research activities. 5. The Institutions further agree to bear the costs of administering the Program on mutually agreed terms from time to time.

6. Both parties acknowledge and agree that if facilities such as laboratories, libraries or workshops are used to perform the functions of this collaboration, as specified in the individual project's "Collaboration Agreement", the use of their respective facilities shall establish rules regarding

7. The parties agree to provide appropriate facilities and personnel as needed under the terms and conditions of the rates, benefits, insurance and other related incidents specified in the individual project's "Cooperation Agreement". agree jointly and independently.

8. Both parties agree to protect both, financially or otherwise, both profits and losses from the collaboration, including technology, inventions/patents, profits and liabilities, subject to intellectual property rights being shared equally at all times. share.

9. Both parties shall mutually indemnify each other for damages or losses caused by the negligence of their respective representatives and/or agents.

1. **MANAGEMENT OF THE COLLABORATION**

Each institution appoints a coordinator to develop and coordinate program activities. The initial coordinators are Atif Tahir of Jawwad Shamsi of IBA and Hamza Kaleem of NUCES. Notice of any change or succession must be given in writing to the other party.

1. **INTELLECTUAL PROPERTY RIGHTS**

All rights arising from patents as a result of joint activities are shared by the National Computer and Emerging Science University and the Institute of Management. Unless agreed by all parties, neither party may separately submit or obtain any other intellectual property rights in research materials or information under this Memorandum without prior notice and consent. This includes any property, derivative works or process whether located in Karachi or elsewhere. A person who has access to community knowledge related to a product or process. Even if such processes are modified to a higher level by synthesis or otherwise. In any event, this intellectual property is the common property of both parties. Regarding author rights, only collaborators and other scientific staff who have made significant contributions to the research plan, fieldwork, data analysis and processing are included

as a co-author.

1. **MATERIAL TRANSFER AGREEMENT**

All materials transferred between the parties are subject to an acceptable "Materials Transfer Agreement" signed by the parties and attached to the collaboration agreement associated with each project.

1. **DURATION OF THE MEMORANDUM**

This memorandum is effective from the date of signature and is valid for five years.

1. **IMPLEMENTATION**

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

1. **SETTLEMENT OF DISPUTES**

The parties shall first make reasonable efforts to resolve amicably any dispute arising out of or relating to this Cooperation Agreement.

If the dispute cannot be resolved amicably, the parties enter into structured negotiations with the help of a mutually acceptable mediator.

If mediation fails, the parties shall settle the dispute by arbitration, and such arbitration shall be conducted in accordance with the Arbitration Rules of the Karachi Chamber of Commerce by one or more of her arbitrators appointed in accordance with those Rules. will do. The arbitration award will be final and binding on the parties.

1. **FORCE MAJEURE**

Each party shall promptly notify the other in writing of any circumstances or events arising out of circumstances beyond its control which are reasonably unforeseen and which preclude the performance of all or any part of its obligations under this Agreement. shall notify you. Upon notification of the occurrence of such circumstances or events, performance of this Agreement shall be deemed postponed for a period equal to the period caused by Force Majeure, and thereafter for a reasonable period not exceeding one week. shall be Remobilization is permitted to continue performance of the contract.

1. **REVIEW AND AMENDMENTS**

The Memorandum may be amended or revised upon the consent of both parties. Any such changes or revisions will be effective from the date sign. Modifications may be decided at any time and must be made in writing by mutual agreement of the parties.

1. **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 (6) months notice in writing.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding on Day of October 15, 2022

SIGNED for and on behalf of the INSTITUTE OF BUSINESS MANAGEMENT:

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THE VICE CHANCELLOR

INSTITUTE OF BUSINESS MANAGEMENT

SIGNED

for and on behalf of the NATIONAL UNIVERSITY OF COMPUTER AND EMERGING SCIENCES:

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## NATIONAL UNIVERSITY OF COMPUTER AND EMERGING SCIENCES