



MEMORANDUM OF UNDERSTANDING

BETWEEN

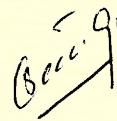
GOVERNMENT COLLEGE UNIVERSITY FAISALABAD

AND

UNIVERSITI TEKNOLOGI MALAYSIA

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MoU") is made and entered into this **29th** day of **May**..... 2023

between



GOVERNMENT COLLEGE UNIVERSITY FAISALABAD , (hereinafter referred to as "**GCUF**") having its registered address at, Government College University Faisalabad, Allama Iqbal Road, Faisalabad, Punjab, Pakistan of the one part; and **UNIVERSITI TEKNOLOGI MALAYSIA**, a public university established under the Malaysian Universities and University Colleges Act 1971 and for the purpose of this MoU is represented by Institute of Bioproduct Development, whose address at Universiti Teknologi Malaysia, 81310 UTM Johor Bahru, Johor, Malaysia (hereinafter referred to as "**UTM**") on the other part.

GCUF and UTM shall hereinafter collectively be referred to as "Parties" and individually as "Party".

WHERE AS

- (A) The Government College University's journey started as a primary school in 1897 in the present building of Govt. College for Women, Karkhana Bazar, Faisalabad. It was promoted to High School and Intermediate College in 1905 and 1924 respectively. It was elevated to the degree level in 1933 and postgraduate disciplines were introduced in 1963. The long journey that started with the humble beginning reached its climax when it was granted the status of University in October 2002. Government College University, Faisalabad has emerged as a leading center of learning and research in a short span of time. The University with its dynamic faculty and innovative syllabi has become a catalyst of intellectual, social and industrial change. It caters to the diverse needs of society by imparting education in almost all the major fields of learning.
- (B) UTM is an established university which strives to enhance and strengthen its academic and research activities and has taken various initiatives to complement its educational excellence. UTM has entered into various collaborative arrangements with other parties to enhance its research capabilities.
- (C) Both parties are desirous to cooperate and collaborate to expand the basic of friendship and co-operative exchanges between GCUF and UTM.
- (D) Both parties are agreeable that the encouragement and development of cooperation and exchange in areas of mutual interest would be desirable.
- (E) Projects that shall be conducted are of mutual interest and benefit of both parties hereto.

NOW IT IS HEREBY UNDERSTOOD AND WITNESSED as follows:

ARTICLE 1
GENERAL AREAS OF COOPERATION

Sec. 9i

- 1.1 The Parties, subject to the terms of this MoU and the laws, rules, regulations and national policies from time to time in force in each Party's country, will endeavour to strengthen, in research collaboration and promotion of academic in the area of bioproduct development and other discipline offered at the two institutions on the basis of equality and mutual benefit.
- 1.2 Government College University Faisalabad / GCUF and UTM agreed that such cooperation shall be carried out through activities of programmes relating to, but not limited to: -
 - (a) Research and Development (R&D) collaboration in the area of bioproduct development; and
 - (b) Staff and Student Exchange programme.
- 1.3 The term of such mutual cooperation and necessary funding of each programme and activity enumerated above are not exhaustive and the parties may agree to include such other programmes or activities as may be necessary and identified later which shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of the particular programme or activity and such shall be negotiated as required.
- 1.4 Government College University Faisalabad / GCUF and UTM may appoint the coordinator from each party for the development and management of joint activities.

ARTICLE 2
SCOPE OF COLLABORATION

- 2.1 Government College University Faisalabad / GCUF and UTM acknowledge that the collaboration may develop in a number of alternative forms such as: -
 - (a) To jointly conduct research in various areas;
 - (b) To conduct joint research workshop and conference;
 - (c) Coordinating students and staff exchange program in the relevant areas; and
 - (d) Joint development of International Postgraduate Programme.

For the purpose of implementing the co-operation in respect of any areas stated in Article 1 and Article 2 herein, the parties will enter into a legally binding agreement subject to such further terms and conditions as mutually agreed upon by the Parties.

Beigi

ARTICLE 3

COSTS

- 3.1 The cost and expenses incurred in performing any activity pursuant to this MoU such as training, advisory visits and staff attachments will be negotiated to the mutual acceptance of both parties and shall be agreed in a separate legally binding agreement.
- 3.2 This MoU will not give rise to any financial obligation by one Party to the other.
- 3.3 Each Party will bear its own cost and expenses in relation to this MoU.

ARTICLE 4

DURATION AND TERMINATION

- 4.1 This MoU shall commence on the date of execution of the same and shall remain in force for duration of five (5) years and shall continue to remain in force by mutual agreement in writing between the parties.
- 4.2 Termination shall be on mutual agreement between the parties providing thirty (30) days written notice in advance given by one party to the other party of such intention.
- 4.3 Where such termination occurs, the provision of this MoU shall continue to apply to on-going activities until their completion and each party accordingly shall return any documents retained by the same to the disclosing party.

ARTICLE 5

RELATIONSHIP BETWEEN THE PARTIES

- 5.1 Nothing contained herein shall be construed so as to constitute a joint venture partnership or formal business organization or any kind between the parties or so to constitute either party as the agent of the other.

ARTICLE 6

CONFIDENTIALITY

- 6.1 Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received from or supplied to, the other Party during the period of the implementation of this MoU or any other agreements made pursuant to this MoU.
- 6.2 For purposes of paragraph 1 above, such documents, information and data include any document, information and data which is disclosed by a Party (the Disclosing party) to the other Party (the Receiving party) prior to, or after, the execution of this MoU, involving technical, business, marketing, policy, know-how, planning, project management and other documents, information, data and/or solutions in any form, including but not limited to any document, information or data which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving party or if orally given, is given in the circumstances of confidence.
- 6.3 Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this MoU.



ARTICLE 7

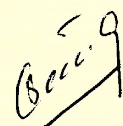
AGREEMENT

- 7.1 Government College University Faisalabad and UTM hereby agree that this co-operation shall be identified as the parent document of any programme executed between the parties.
- 7.2 Further agreement concerning any programme shall be entered into prior to the commencement of the activities or programme. Such agreement shall not become effective until they have been reduced into writing, approved and executed by the duly authorized representatives of the parties.
- 7.3 Specific details will be set forth in an agreement, which will form part of this co-operation. The said agreement shall include such item as: -
- (a) Elaboration of the responsibilities of each party;
 - (b) Schedule and sources of financing for each activity;
 - (c) Any other items deemed necessary for the efficient management of the activity.

- 7.4 This MoU serves only as a record of the Parties' intentions and except in relation to Articles 6 and 8 herein, 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 obligations, express or implied.

ARTICLE 8

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS



- 8.1 The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the Parties and with other international agreements signed by both Parties.
- 8.2 The use of the name, logo and/or official emblem of any of the Parties on any publication, document and/or paper is prohibited without the prior written approval of either Party.
- 8.3 Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development, and any products and services development, carried out –
- (i) Jointly by the Parties or research results obtained through the joint activity effort of the Parties, shall be jointly owned by the Parties in accordance with the terms to be mutually agreed upon; and solely and separately by the Party or the research results obtained through the sole and separate effort of the Party, shall be solely owned by the Part concerned.

ARTICLE 9

NOTICES

- 9.1 Any communication under this MoU will be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of **UNIVERSITI TEKNOLOGI MALAYSIA**, shown below or to such other address or electronic mail address or facsimile number as either Party may have notified the sender and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledged:

9.2 Government College University Faisalabad address is:

Address : Government College University Faisalabad,
Allama Iqbal Road, Faisalabad,
38000 Punjab,
Pakistan
Telephone No. : +92-41-9200670
Fax : +92-41-9200671

Becc'gi

9.3 UTM's address for service is:

Address : Institute of Bioproduct Development
Universiti Teknologi Malaysia
81310 UTM Skudai
Johor Darul Ta'zim
MALAYSIA
Telephone No. : 607-553 2502
Fax No. : 607-556 9706

ARTICLE 10

GOVERNING LAW AND DISPUTE RESOLUTION

- 10.1 Any dispute or claim arising out of or relating to this MoU that cannot be amicably between the parties through mutual consultation and/or negotiation, which shall be settled by the Vice Chancellor, GCUF and the Deputy Director, Institute of Bioproduct Development (IBD) of UTM, without reference to any third party.
- 10.2 Any consultation and/or negotiation for the settlement of dispute shall be governed by the laws of the country where such dispute arises.
- 10.3 This MoU shall be governed by and interpreted in accordance with the laws of Malaysia.

ARTICLE 11

VARIATION

The terms stipulated in this MoU shall not be amended, altered, changed or otherwise modified without the mutual consent of the Parties and such amendments, alterations, changes and modifications shall be made in writing and signed by the Parties hereto.

ARTICLE 12

ASSIGNMENT

Unless otherwise agreed in writing, both Parties shall not transfer or assign all or any of their rights, obligations, interests or benefits hereunder to any third party.

ARTICLE 13

SUSPENSION

Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this MoU which suspension shall take effect immediately after notification has been given to the other Party.

Beigi

The rest of this page is intentionally left blank

IN WITNESS WHEREOF the Parties hereto have executed this MoU on the day and year first above written.

SIGNED by

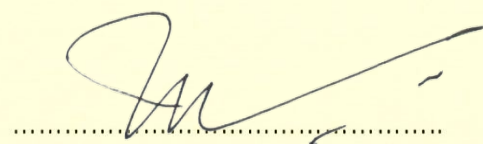
SIGNED by

For and on behalf of

For and on behalf of

**GOVERNMENT COLLEGE UNIVERSITY
FAISALABAD**

UNIVERSITI TEKNOLOGI MALAYSIA



PROF. DR. MUHAMMAD HIDAYAT RASOOL

Registrar

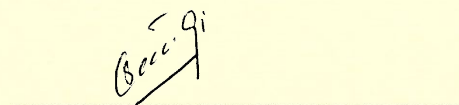


**PROF. DATUK IR. TS. DR. AHMAD FAUZI
BIN ISMAIL**

Vice Chancellor

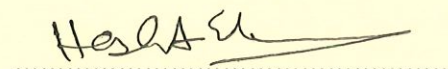
In the presence of

In the presence of



**PROF. DR. SHAHZAD ALI SHAHID
CHATHA**

Director International Linkages
Government College University Faisalabad



PROF. DR. HESHAM EL-ENSHASY

Director
Institute of Biopoduct Development