



# MEMORANDUM OF UNDERSTANDING FOR ACADEMIC COOPERATION BETWEEN HAMDARD UNIVERSITY KARACHI, PAKISTAN AND ISLAMIC ONLINE UNIVERTSITY GAMBIA

The **HAMDARD UNIVERSITY KARACHI, PAKISTAN**, a Chartered University established in 1991 founded by Shaheed Hakim Mohammed Said having an address, Sharae Madinat Al-Hikmah, Muhammad Bin Qasim Avenue, Karachi, 74600 (hereinafter referred to as "**HU**, **Karachi**")

Whereas ISLAMIC ONLINE UNIVERSITY (hereinafter referred to as "IOU") having an address, 2<sup>nd</sup> Floor, Microtech building 122, Kombo Sillah Drive, P.O. Box 2340, Tallinding, K.S.M.D, Gambia, established in 2001.

NOW THEREFORE the Parties (HU, Karachi and IOU) hereby agree as follows:

# 1. SCOPE AND FIELDS OF ACADEMIC COOPERATION

- (1) The Parties hereby agree to implement within the framework of the rules and regulations applicable in each of the institution and subject to availability of funds and resources, the following programmes and activities, which may include, but not limited to:
  - (a) student and/or academic and administrative staff exchange;
  - (b) joint research activities;
  - (c) exchange of publications, reports and other academic / research materials and information;
  - (d) sharing of educational activities and programmes in areas of mutual interest, where such sharing shall result in benefit to both Parties, e.g. *j* joint seminars, training workshops and conferences especially in all field of studies.
  - (e) Joint collaboration in developing and establishing new subjects and areas of teaching and research through mutual sharing of expertise and resources extendable as per provisions excluding financial support.

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- (2) It is agreed that the terms and conditions of any agreed programme and activity contemplated in this MoU shall be the subject matter of separate written agreements to be negotiated and agreed upon by both Parties and/or any third parties, wherever applicable. PROVIDED ALWAYS the decision whether to initiate and/or implement any programme or activity shall be at the sole discretion of each Party.
- The Parties agree to designate, on behalf of each institution, a coordinator/focal (3)person whose responsibility will be to supervise the execution of this MoU and to draw up programmes or activities to be implemented under this MoU, setting out specific provisions concerning the exchange programmes, budget requirements and details of funding. For this purpose, the coordinator from Hamdard University is Prof. Dr. Vali Uddin and from ISLAMIC ONLINE UNIVERSITY is Mr. Bilal Philips.

#### 2. FINANCIAL ARRANGEMENTS

The Parties acknowledge that in the absence of any specific agreement in writing (1)to the contrary, each Party will be responsible for its own costs and expenses in establishing and conducting programmes and activities contemplated under this MoU, including without limiting its own costs and expenses in travel and accommodation.

### JOINT PROPERTY 3.

- The Parties agree that any intellectual property rights arising from or in (1) connection with any programme or activity under this MoU, through and by the joint and collaborative efforts of both Parties shall be jointly owned and subject to any other terms and conditions as may be agreed upon in writing.
- (2) Both Parties shall acknowledge one another in any form of writing, publication or presentation based on research derived from the cooperative efforts of both Parties under this MoU, unless otherwise mutually agreed upon in writing by the Parties.

### CONFIDENTIALITY 4.

bed h The Parties agree and undertake to keep confidential at all times any information (1)or data that may be exchanged, acquired or shared in connection with any programme or activity conducted pursuant to this MoU save where the same is already in public domain.

#### 5. DURATION AND TERMINATION

This MoU shall take effect on and from the date of execution of this MoU and (1)shall continue to be effective for a period of 03 years and may be extended for such further period as may be agreed by the Parties in writing.

- (2) Notwithstanding clause 5 (1) above, this MoU may be terminated by either Party giving written notice to the other at least 06 months prior to the proposed date of termination.
- Notwithstanding clause 5 (2) above, the provisions of this MoU or any other (3) written agreement in respect of any on-going exchange programme or any other form of cooperative activity under this MoU shall continue to apply until their completion unless both Parties mutually agree in writing to the earlier termination of the programme or collaborative activity.

## NOTICE 6.

- Every notice, request or any other communication required or permitted to be (1) given pursuant to this MoU shall be in writing, in English and delivered personally or sent by email, by courier or facsimile (which shall be acknowledged by the other Party) to the Parties at the address and Phone numbers as stated below:
  - If to HU, Karachi: (a)

# HAMDARD UNIVERSITY, Sharae Madinat Al-Hikmah, Muhammad Bin Qasim Avenue, Karachi, 74600 Phone: +92-21-36440035 Fax no: +92-21-36440079

(b) If to IOU, Gambia:

# ISLAMIC ONLINE UNIVERSITY, Gambia Phone No: +2204379687 / +2209666612

## 7. MISCELLANEOUS

- This MoU may be modified, varied or amended at any time after due consultation (1)and with the written agreement of both Parties.
- AA The Parties acknowledge that all visits or exchange of Teaching Faculty, staff, (2) students or administrators will be subject to permission of respective Party's requirements with respect to such visits.
- This MoU is not intended to be legally binding. It merely expresses the (3) intentions and understanding of the Parties which will form the basis of any legally binding agreement to be drafted and executed in the future.
- (4)The Parties hereby agree that they are not bound exclusively by this MoU and shall be at liberty to enter into any separate agreements or arrangements with any third party without reference to the other Party.

(5) As per (3) of page 01, the following persons will act as coordinators:

HU Karachi:

Prof. Dr. Vali Uddin

IOU, Gambia:

Dr. Bilal Philips

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

For and on behalf of HAMDARD UNIVERSITY, KARACHI

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Hamdard University, Karachi

Date: 4 March, 2015

For and on behalf of ISLAMIC ONLINE UNIVERSITY, GAMBIA

ISLAMIC ONLINE UNIVERSITY Gambia

Date: 4 March, 2015