

MEMORANDUM OF UNDERSTANDING (MOU)
For Multi-Disciplinary Research Studies, Industry Linkage, Product Development,
Consultancy Services and Students Placement



Pakistan Chemical Manufacturing Association (PCMA)

And



NUST

NATIONAL UNIVERSITY
OF SCIENCES & TECHNOLOGY

**National University of Science and Technology, (NUST) Islamabad,
PAKISTAN.**

MoU No.: _____

Date of Signature: _____

This Memorandum of Understanding, hereinafter referred to as "MoU" is executed at Islamabad on _____

Between

Pakistan Chemical Manufacturing Association

A licensed & duly incorporated, trusted & valued apex body of Pakistan Chemical Industry working for competitiveness through imports substitution & implementing best practices (hereinafter referred to as "PCMA" which expression shall, wherever the context so permits, mean and include the successors-in-interests and assigns and all persons claiming through or under it) as the First party

And

National University of Science and Technology, Islamabad, PAKISTAN

An institution / organization established in 1991, (hereinafter referred to as "NUST" which expression shall, wherever the context so permits, mean and include the successors-in-interests and assigns and all persons claiming through or under it) as the Second party;

NOW THEREFORE, The mutually decided objectives, assignments, tasks, study, survey, feedback, opinion seeking and other works related to the identified strands of collaboration are covered under this MOU. PCMA and NUST are hereinafter singly referred to as "**Party**" and collectively referred to as "**the Parties**".

Article 1: Objective and Focus Area:

- 1.1 Research studies and R&D Projects on multiple areas of different industrial sectors.
- 1.2 Provision of training, capacity building interventions, consultancy services in multiple domains, after identifying the need.
- 1.3 Placements (Internships and Jobs) for NUST students.
- 1.4 Pakistan Chemical Manufacturing Association (PCMA) to offer slots to NUST professors to have the industrial exposure (to assist the industry with R&D and other relevant areas) in various departments of Pakistan Chemical Manufacturing Association (PCMA) for a period of 4-6 weeks.
- 1.5 Joint research conference of international standing/ repute.

Article 2: Point of Understanding and Mutual Cooperation:

That Pakistan Chemical Manufacturing Association (PCMA) and NUST understood the spirit of the MOU and agreed to extend mutual cooperation as follows:

- 2.1 Collaboration in conducting research studies and R&D Projects, focusing on chemical sector, in multiple areas of different industrial sectors. The collaboration between both parties will also be focusing on the following areas but not limited to:
 - a. **R&D/Process Engineering:** R&D and Process Engineering functions to be synergized with NUST in collaboration with PCMA members.
 - b. **Naphta Cracker Integrated Project:** NUST to be involved as a local resource for R&D and other related work.

- c. Minerals: PCMA to linkup with NUST so that feasible and viable projects could be developed by using minerals of Pakistan as raw material/feedstock.*
- d. Lecture Series: Industry experts to deliver lectures for NUST students to prepare them for practical field.*
- 2.2 Exchange of information, scholastic material, development material and undertake research studies, publications and seminars. NUST, depending on its capacity, will assist in writing position papers, articles, providing feedback through PCMA to regulatory regime of GoP;
 - 2.3 NUST will provide, demand driven, consultancy services in multiple areas relevant to the disciplines that are offered at NUST.
 - 2.4 Pakistan Chemical Manufacturing Association (PCMA) will provide internship slots to NUST students every year. NUST will place its demand with PCMA well in advance (at least 2 to 3 months before the session);
 - 2.5 Pakistan Chemical Manufacturing Association (PCMA) will provide projects for NUST Final Year Students every year. NUST will place its request with PCMA well in advance (at least 2 to 3 months before the session);
 - 2.6 Collaboration in organizing and conducting national and international conferences, seminars, workshops or interactive sessions.
 - 2.7 Before setting objectives and entering into feasibility and / or planning phase for specific assignments, tasks, study, survey, feedback, opinion seeking and other works related to research, development and publications, the Parties will sign a separate 'understanding' for "Joint Project which shall cover all aspects specific to the "Joint Project".
 - 2.8 Any agreement, understanding or contract having legal and financial bindings shall be in the form of "Legal Contract" by clearly defining the scope, liabilities, financial obligations, arbitration, and other terms with mutual consent and endorsement of all parties duly vetted by respective Legal Advisors as approved by both the parties.
 - 2.9 Both the Parties shall nominate a senior executive being focal persons to act as "Chief Coordinator" to ensure implementation of the MOU and such Joint Projects which are arising out of this MOU. Depending upon the nature of Joint Projects, a separate Coordinator(s) and team(s) for each project may be assigned;
 - 2.10 For effective and meaningful coordination, the parties will hold a meeting on quarterly basis (alternatingly, one at NUST Islamabad and one at PCMA office Lahore) to review the progress and discuss the plan of activities;
 - 2.11 That this Agreement does not impose any financial or legal obligation on any Party with respect to the implementation of the program and both the Parties agree to cooperate with each other on a best efforts basis.
 - 2.12 That the Agreement may be amended or modified at any time through mutual consent of both the Parties in writing;
 - 2.13 That the Parties agree to indemnify and hold each other harmless against any claim for damages incurred by reason of any willful or negligent act of commission or omission by any Party on account of lack of understanding or implementation of any point contained in this MOU.

Article 3: Effectiveness of MOU (Tenure of Collaboration):

- 3.1 This MOU shall become effective after it is signed by the authorized representatives of the Parties and stamped with their corporate seals.
- 3.2 The validity period of this MOU is indefinite until terminated.

Article 4: Intellectual Property Rights (IPRs):

Both parties agreed to abide by NUST IP Policy.

Article 5: Confidentiality:

The content, terms and conditions of this MOU and any information exchanged between both parties about their respective organizations shall be treated as confidential information and shall not be disclosed by any one party to a third party without the written consent of the other parties.

Article 6: Termination of MOU:

This MOU may be terminated with mutual consent or by serving notice period of three (3) months by any of the two Parties, however, any on-going project or assignment would have to be completed by the parties/party;

Article 7: Governing Law and Arbitration:

7.1 Applicable Law:

This MoU shall be governed by and construed in accordance with the laws of the Islamic Republic of Pakistan.

7.2 Settlement of Disputes:

All disputes arising between the parties in connection with this MOU and carrying out of the obligations covenanted hereunder, shall be initially settled amicably between the parties and in case no settlement of dispute(s) is resolved then it shall be resolved through arbitration having representatives of two Parties and an independent not directly / indirectly linked with the two Parties having competency to resolve the matter who will also chair the arbitration process.

Article 8: Force Majeure:

Neither of the two parties shall be held liable to pay compensation for non-performance of duties and provision of services due to reasons and circumstances that are beyond the control of the parties such as public disorder, strikes, arson, fire, theft, burglary, terrorism, war, earthquakes, floods, epidemics, breakdown of public utilities (electricity, water, gas, telephone systems) over a prolong period and non-availability of a resource person or persons due to illness or deaths or any other unavoidable circumstances. Willful negligence, incompetence, lack of professionalism and lack of commitment and performance, however, shall not constitute part of Force Majeure.



IN WITNESS WHEREOF this MOU has been entered into at the place and on the date
aforementioned.



Zafar Mahmood
Sr. Vice Chairman, PCMA
Pakistan Chemical Manufacturing
Association (PCMA) Pakistan (Pvt) Ltd
12 B, New Muslim Town, Lahore

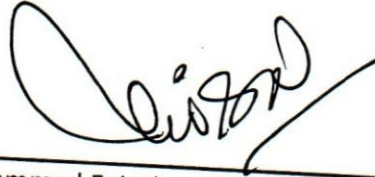


Rear Admiral Dr Nassar Ikram HI (M)
Pro-Rector (RIC)
NUST RIC Secretariat, Sector H-12,
Islamabad, Pakistan

WITNESSES:



1.
Syed Iqbal A. Kidwai
Secretary General/CEO
Pakistan Chemical Manufacturing
Association (PCMA) Pakistan (Pvt) Ltd



2.
Mohammad Faisal
Director (Innovation & Commercialization) NUST
RIC Secretariat, Sector H-12,
Islamabad, Pakistan