

**MEMORANDUM OF UNDERSTANDING  
on Cooperation**



**Between**

**National University of Sciences and Technology (“NUST”),**  
a Public Sector Teaching and Research University, Islamabad, Pakistan

**And**

**United Nations Industrial Development Organization (“UNIDO”),**  
having its headquarters in Vienna, Austria

**PREAMBLE**

Considering UNIDO’s central role as a specialized agency of the United Nations in coordinating all the activities of the United Nations system in the field of industrial development in developing countries and in countries with economies in transition,

Taking into consideration that NUST, as a leading public sector university of Pakistan focusing on research & development in the fields of science and technology, energy, technology incubation, and entrepreneurship development, contributes towards the industrial development and socio-economic prosperity of Pakistan, and that NUST is in the process of establishing a National Science & Technology Park,

Cognizant of the key role that can be played by effective industrial development strategies in the creation of solid fundamentals for wealth generation and thereby to the alleviation of poverty, and building further on their earlier cooperation,

Now, therefore, UNIDO and NUST (each a “Party” and, collectively, the “Parties”) hereby agree, in accordance with the constitutions and general statutes of their organizations, to cooperate on matters of mutual interest within the framework of this Memorandum of Understanding, as specified hereunder.

## Article 1

### *Objective*

The purpose of the cooperation between the Parties under this Memorandum of Understanding is to complement the organizations' areas of expertise in industrial development, especially as regards Small and Medium Enterprises (SMEs), through industry specific research, professional development trainings and policy analysis.

## Article 2

### *Areas of Cooperation*

The Parties agree to build a strategic partnership, cooperate closely and consult one another on matters of mutual interest in order to achieve their common objectives. In this regard, the areas of cooperation will include but are not limited to the following:

- (a) Business incubation services and entrepreneurship development for promotion of clean technologies in existing and forthcoming projects.
- (b) Capacity building to strengthen technology support systems in all fields of renewable/alternate energy, improved industrial energy efficiency and sustainable energy initiatives.
- (c) Research and development in the fields of industrial energy efficiency measures, renewable/alternate energy and other relevant areas of mutual interest.
- (d) Exploring the establishment of a "Cleaner Production Center". UNIDO will study potential avenues of technical assistance through forthcoming joint project initiatives.
- (e) Exploring the possibility of Science & Technology Innovation eco-system in Pakistan. Both parties will cooperate on developing joint initiatives for supporting any component of this programme.
- (f) With a view to strengthening the effectiveness of their collaboration, the Parties will explore the possibility of relocating UNIDO's Pakistan field office in the vicinity of NUST.
- (g) For the advancement of knowledge, the Parties may jointly organize conferences under the umbrella of ongoing/forthcoming projects.
- (h) The Parties will actively pursue joint fund mobilization campaigns for upcoming joint initiatives/projects.
- (i) Any other area/sector of mutual interest and within the Parties' mandates, which benefits the economic development of Pakistan and reduces poverty.
- (j) Subject to UNIDO needs and priorities, UNIDO will provide placement of NUST students and graduates as UNIDO interns or partner experts.

### **Article 3**

#### ***Implementation of the Memorandum***

1. The Parties will nominate focal points, who will be responsible for coordinating the implementation of the Memorandum and of matters arising thereunder. Each Party will communicate the identity of its focal point and any change thereof to the other.
2. The Parties agree to work together in good faith through joint and concerted cooperation in accordance with the provisions of this Memorandum in order to implement the "Areas of Cooperation" mentioned in Article 2 above.
3. Each Party will endeavour to provide, whenever possible, the requisite facilities and access to relevant information.
4. A joint evaluation of the implementation of the Memorandum will be made on a yearly basis or at such other time as deemed appropriate by the Parties.

### **Article 4**

#### ***Duration, Amendment and Termination***

1. This Memorandum will take effect upon its signature by the authorized representatives of the Parties. It shall remain in effect for a period of five (5) years from the effective date and shall be automatically extended for similar five-year periods unless either Party notifies the other of its intention to terminate the Memorandum pursuant to paragraph 3 below.
2. The Memorandum may be amended by written agreement of the Parties.
3. Either Party may terminate the Memorandum for any reason upon giving six (06) months' written notice to the other Party. In case a Party decides to terminate its participation in the Memorandum, steps shall be taken to ensure that the termination does not affect any prior obligation, project or activity already in progress.

### **Article 5**

#### ***Financial Provisions***

1. The implementation of activities and projects envisaged in this Memorandum will depend on the availability of the necessary financial resources and will be made in accordance with the regulations, rules, instructions, directives and procedures in force for UNIDO and NUST.

The Parties will negotiate in good faith the terms of any subsequent agreement(s) that may be required to implement their collaboration at the project level.

2. In addition to the funding that may be provided in accordance with the preceding paragraph, the Parties may, either jointly or separately, seek additional funding or in kind contributions from third parties.

## **Article 6**

### ***Settlement of Disputes***

Any dispute between or among the Parties arising out of the interpretation or application of the terms of the Memorandum of Understanding or any breach thereof shall be settled by mutual agreement. In the event of a dispute, controversy or claim arising out of or relating to this Memorandum, or a breach, termination or invalidity thereof (a "dispute"), the Parties will use their best efforts to settle promptly such dispute through direct negotiation. Any dispute that is not settled within sixty (60) days from the date a Party has notified the other Party of the nature of the dispute and of the measures that should be taken to rectify it will be resolved through consultation between the Director General of UNIDO and the Rector of NUST or their duly authorized representatives. Each Party will give full and sympathetic consideration to any proposal advanced by another to settle amicably any matter for which no provision has been made or any controversy as to the interpretation or application of this Memorandum.

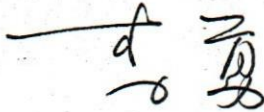
## **Article 7**

### ***Liability***

Each Party shall indemnify, hold and save harmless and defend at its own expense, the other Party and their staff, officers, agents, and employees, from and against all lawsuits, demands and liabilities of any nature or kind, including costs and expenses arising directly and solely from the negligent or illegal acts or omissions of its employees, agents, or sub-contractors in the performance of this Memorandum.

IN WITNESS WHEREOF, the undersigned, duly appointed representatives of the United Nations Industrial Development Organization ("UNIDO") and the National University of Sciences and Technology ("NUST"), respectively, have signed the present Memorandum of Understanding, in English and in two originals, on the date(s) and at the place(s) set forth below.

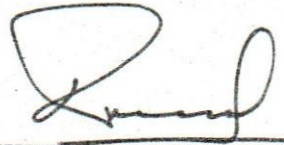
For the United Nations Industrial  
Development Organization:



Li Yong  
Director General

Date: June 19 2018  
Place: Vienna

For the National University of  
Sciences & Technology:



Naweed Zaman Rector  
Lieutenant General

Date: 24 Jul, 18 ✓  
Place: NUST Islamabad