

In The Name of GOD

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as MoU) is signed between **THE UNIVERSITY OF SISTAN AND BALUCHESTAN (ZAHEDAN, ISLAMIC REPUBLIC OF IRAN)** and **THE AFGHANISTAN NATIONAL HORTICULTURE DEVELOPMENT ORGANIZATION (KABUL, AFGHANISTAN)**.

General Provisions

- Given that cultural and scientific exchange is indispensable to academic institutions to develop their educational and research activities;
- Given that, for the above-stated purpose, it is necessary to promote and encourage direct cultural agreements between institutions of higher learning/research in different countries;
- having verified the mutual interest that the University of Sistan and Baluchestan (Zahedan, Iran) and the Afghanistan National Horticulture Development Organization (Kabul, Afghanistan) share in establishing an appropriate form of exchange program in the fields of horticulture, agriculture and related sciences.
- In agreement with the laws of the two countries

BETWEEN

the University of Sistan and Baluchestan (Zahedan, Iran) represented by the Chancellor, Prof. Alireza Bandani, residing in Zahedan, University Boulevard

AND

the Afghanistan National Horticulture Development Organization (Kabul, Afghanistan) represented by the managing director, Mr. Najibullah Enayat, residing in Kabul,

THE FOLLOWING TERMS OF AGREEMENT ARE STIPULATED:

Art. 1 – PURPOSE

The Framework Agreement is a legal instrument expressing a “general interest” in promoting and developing cooperation between the Institutions. It will be carried out in all fields and subjects of common interest by means of specific agreements (supplementary agreements) containing the aim of the scientific and/or cultural cooperation, the manner of execution, the responsibilities and the expected results. Each institution will designate a Project Coordinator to be responsible for the reports at the Academic Bodies.

Art. 2 – COOPERATION ACTIVITIES

Cooperation between the Institutions includes joint and coordinated teaching and research programs. The activities can be developed through:

- exchange of teachers, researchers, administrative staff and students. Visits are intended to promote seminars, courses, conferences, lectures, to carry out joint research projects, to discuss experiences in fields of common interest, and so forth;

- realization of common research projects of shared interest;
- exchange of information, documents and scholarly publications of shared interest;
- organization of events such as conferences, seminars, meetings, etc.;
- reciprocal use of the existing facilities of both the Institutions;
- realization of joint educational programs.

Promoting units can specify in specific protocols the different forms of implementation of such exchanges (i.e. visitor's length of stay and obligations, application selection procedure, detailed explanation of the fields for which the agreement is stipulated, etc.).

Art. 3 - SUPPORTING ACTIVITIES

The two Institutes subscribing this MoU will exchange all relevant information - by supplying catalogues and other materials - to promote greater and mutual knowledge on their institutional structure and organization.

In conformity with laws and regulations of their respective countries, subscribers of this MoU will provide to visitors from the partner institution all possible assistance and access to facilities to enable them to carry out the activities agreed upon.

Art. 4 - INSURANCE PROCEDURE

The participants to the exchanges, while exercising the activities provided for in the MoU, must have both accident insurance and third party liability insurance for unintentional damage, hereby releasing the host university from any liability in this respect.

Such insurances coverage may be either provided by the home institutions, according to their own regulations, or contained in a policy covering the above-mentioned risks obtained from an insurance company by the interested person.

As regards health insurance (coverage for medical expenses and/or hospitalization) the participants must provide their own insurance according to the rules of the host country.

For specific needs related to insurance coverage, special amendments will be agreed between the parties.

Art. 5 - FUNDING

Each of the subscribing parties commits itself, through its participating units, to search funds to carry out the activities foreseen by this MoU.

As a general rule, the institution sending its members to the foreign partner is responsible for covering their travel, room and board expenses. If institutional funds are not available for these purposes, student and staff mobility will be possible; in this case exchange visitors will be directly responsible to fully cover their own expenses for travel, room and board, without any charge for the two institutes.

Art. 6 - COORDINATORS

The implementation of the activities foreseen by the MoU will be promoted, initially, by the following coordinators, appointed by each institute:

Afghanistan National Horticulture Development Organization

Najibullah Enayat
Managing Director

University of Sistan and Baluchestan (Zahedan)

Prof. Massoud Kaykhahi
Department of Chemistry
Faculty of Sciences

Art. 7 - DURATION OF THE MoU

This MoU will remain in effect for five (5) years after signed by both parties or until terminated by either party with written notice six months prior to the desired date.

This MoU will be automatically renewed for another five years from the termination date, at the terms and conditions agreed upon by both parties, unless one of the parties shows the intention of terminating this MoU.

Art. 8 - CONFIDENTIALITY

Each party shall undertake to observe the secrecy of confidential information received from or supplied to the other party during the period of implementation of this MoU or other agreements made pursuant to this MoU.

For the purposes of this MoU, "confidential information" means any information whether prior to, or hereinafter, disclosed by a party (the disclosing party) to the other party (the receiving party) of this MoU, involving technical, business, marketing, policy, know-how, planning, project management and other information, data and/or solutions in any form, including but not limited to any information 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.

Both Parties agree that the provisions of this clause shall continue to be binding between the parties notwithstanding the termination of this MoU.

Art. 9 - SETTLEMENT OF DISPUTES

Any difference or dispute between the parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MoU will first be settled amicably through mutual consultation and/or negotiations between the parties.

In the event of non-resolution, reference will be made to a mediator jointly appointed by the parties who will mediate the dispute or difference in question.

Art. 10 - NON CONTRACTUAL NATURE OF RELATIONSHIP

The parties agree that this MoU represents the mutual understanding of the parties and is not intended nor will be deemed to be a contract and will not give rise to any rights and liabilities under a contract.

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

The parties acknowledge that this MoU does not in any way give rise to any right or permission to use or to be associated with each party's intellectual property.

Art. 11 - REVISION, VARIATION AND AMENDMENT

Either party may request in writing a revision, variation or amendment of this MoU.

Any such revision, variation or amendment agreed to by the parties will be in writing and will form part of this MoU.

Such revision, variation or amendment will come into force on such date as may be determined by the parties.

Any revision, variation or amendment shall not prejudice the implementation of any project, activity or co-operation arising from or based on this MoU before or up to the date of such revision, variation or amendment.

Art. 12 - SUPERVENING EVENTS

12.1 Each party reserves the right for reasons of national security, national interests, 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.

12.2 Notwithstanding sub-clause 12.1, should any other event occur which hinders or restricts the implementation of this MoU, the parties shall use their best endeavor to agree upon such action, as may be necessary and equitable, to remove the cause of such event.

Art. 13. NOTICES

Every notice, request or any other communication required or permitted to be given pursuant to this MoU shall be in writing and delivered personally or sent by registered or certified post or via air mail or via courier or facsimile or by e-mail (which shall be acknowledged by the other party) to the parties at their address and facsimile number as stated below:

To : University of Sistan and Baluchestan:
Address : Daneshgah Blvd., Zahedan, POBox 98155-987, IRAN
Attn to : Director, Office of International Affairs
Tel no. : +98-54-33446047
Fax no. : +98-54-33446047
E-mail : intl_office@usb.ac.ir

To : The Afghanistan National Horticulture Development Organization
Address : Street NO 9, beside Moi Mubarak, Kabul, Afghanistan
Attn to : ANHDO main office
Tel no. : +93 (0) 202 232 022
Fax no. :
E-mail :

In witness whereof, the undersigned, being duly authorized by their respective organizations, signed this MoU.

Managing Director

of the Afghanistan National Horticulture Development Organization

Mr. Najibullah Enayat

Date: 23.04.2018, Kabul



Chancellor

of the University of Sistan and Baluchestan

Prof. Alireza Bandani

[Handwritten signature of Prof. Alireza Bandani]

Date.....