



THE UNIVERSITY OF
SISTAN & BALUCHESTAN
(ESTABLISHED 1974)



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as MoU is made on this
..... day of2015.

BETWEEN

UNIVERSITY OF SISTAN AND BALUCHESTAN ZAHEDAN, IRAN (hereinafter referred to as “USB”), a University under the Ministry of Science, Research and Technology, Islamic Republic of Iran whose address is at Daneshgah Blvd., Zahedan P.O.Box 98135-987, Islamic Republic of Iran and shall include its lawful representatives and permitted assigns, of the other part.

AND

PWANI UNIVERSITY, KENYA (hereinafter referred to as “PU”), An Institution of higher learning, Research and Extension under the Ministry of Education Science and Technology, Republic of Kenya and whose address is P. O. Box 195, Kilifi 80108 within the Republic of Kenya and shall include its lawful representatives and permitted assigns of the other party.

WHEREAS

- A. USB is an established University and plays a central role in promoting qualitative education and research in South-Eastern regions of the Islamic Republic of Iran. Internationally, the university has collaborations with several distinguished institutions for joint teaching and research, mainly in postgraduate programs. Research is taken as a serious mission by the USB. Currently, the university has a number of joint research projects with other Universities and organizations, as well

as, with the industry. As the most comprehensive institution, the USB is committed to fulfill the ever increasing scientific needs of the province and the region.

- B. PU is an established University commissioned by the Pwani University Charter, 2013 as a public University with due privileges and immunities according to the Universities Act No. 42 of 2012. Pwani University is mandated to provide quality higher education, training, research and innovation for the advancement of the individual and society in line with the Kenyan Vision 2030 and Global development goals. The Vision and Mission are programmed to be achieved through strategic collaboration, partnership with like-minded institutions of higher learning, research and development.
- C. The Parties are desirous of entering into this MoU to declare their respective intentions and to establish a basis of cooperation and collaboration between the Parties upon the terms as contained herein.

1. AREAS OF CO-OPERATION

1.1 The Parties agree to collaborate efforts in the areas / matters of:

- a) Joint teaching and research projects at both Universities;
- b) Mutual visits of professors, researchers and experts to exchange ideas in various fields of interest to both Parties;
- c) Exchange of information in the form of books, scientific journals and students theses.
- d) Electronic education (E-learning) through creation of web and video based courses/programs in order to enhance mutual graduate and undergraduate education;
- e) Joint scientific seminars and workshops in Iran and Kenya
- f) Joint Master and PhD research program
- g) Mutual student exchange between the two Universities; and

- h) Any other areas of co-operation as agreed to by the Parties from time to time.

The Parties in this MoU agree to continue discussions and communication on the areas as identified in sub-clause 1.1 with respect to their implementation and in identifying each Party's function.

In the event the Parties so desire, they may enter into a separate legally binding agreement in respect of any area in sub-clause 1.1 subject to terms and conditions as mutually agreed to by both Parties.

2. DURATION AND TERMINATION

This MoU will remain in effect for Five (5) years after signed by both Parties or until terminated by either party with written notice of thirty days prior to the desired date of termination.

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 termination as aforementioned way.

3. FINANCIAL ARRANGEMENTS

- 3.1 Financial arrangements for all such proposals/activities shall be considered with mutual negotiations.

4. 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.

5. 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.

6. NON CONTRACTUAL NATURE OF RELATIONSHIP

Save for Clause 4, 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.

7. 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.

8. SUPERVENING EVENTS

1.1. 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.

1.2. Notwithstanding sub-clause 8.1, 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.

9. 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. : +98-541-8056219
Fax no. : +98-541-2446047
E-mail : intl_ofic@usb.ac.ir

To : **Pwani University:**
Address : P. O Box 195 – 80108, Kilifi, KENYA
Attn to : Deputy Vice-Chancellor, Research and Extension
Tel no. : +254-041-7525102/6
Fax no. : +254-041-752128
E-mail : info@pu.ac.ke , vc@pu.ac.ke

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective organizations, signs this MoU on the date as above written.

SIGNED by, for and on behalf of

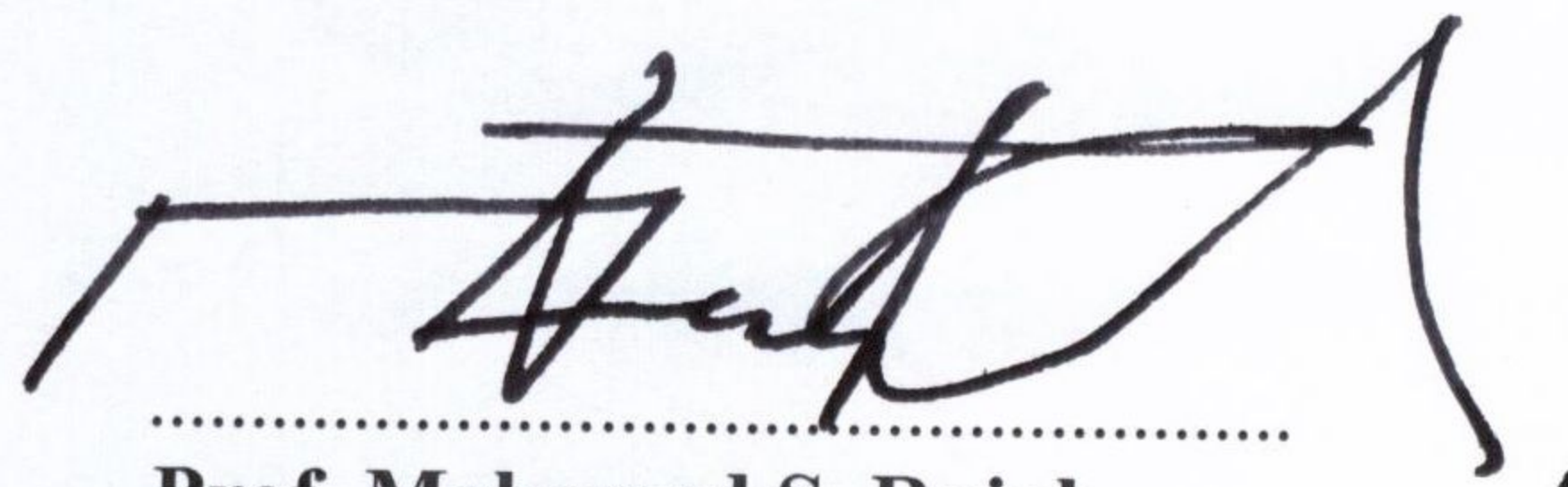
**UNIVERSITY OF SISTAN AND ,
BALUCHESTAN, ZAHEDAN, IRAN**

.....
Dr. D. M. Kordi Tamandani
Vice-Chancellor for Research
and Technology

Tamandani

SIGNEDby, for and on behalf of

PWANI UNIVERSITY



.....
Prof. Mohamed S. Rajab
Vice-Chancellor

