



MEMORANDUM OF UNDERSTANDING

between

School of Biological Sciences

University of the Punjab

Lahore, Pakistan

and

The Rosalind Franklin Institute

Harwell Campus, Oxfordshire

United Kingdom

In order to facilitate international academic exchange, to develop academic and scientific relationships, and in support of collaborative research activities relating to “Designing enzymes for improved properties and multi-functional activities for commercial applications” the School of Biological Sciences, University of the Punjab, Lahore, Pakistan (**UOP**) and The Rosalind Franklin Institute, Harwell Campus, Oxfordshire, United Kingdom (**RFI**) set out this Memorandum of Understanding (MOU) as a framework for the development of cooperative programs, subject to the agreement and signing by the parties of one or more detailed legally binding agreements (**Formal Agreements**). For the avoidance of doubt, nothing in this MOU constitutes a binding commitment and/ or legal obligation on either party, unless explicitly stated otherwise.

ARTICLE I

University Personnel Visits

Subject to the availability of facilities, funding, and suitable research programs, linkages will be strengthened by university personnel visits between the collaborating institutions. The purpose is to exchange scientific information and develop specific cooperative projects and programs. Arrangements for each such visit will be made under the aegis of the institutions. Purpose, timing and other details concerning exchanges and short visits shall be mutually acceptable to the institutions.

ARTICLE II

Cooperative Research

It is recognized that significant opportunities will exist for cooperative research at the collaborating institutions. Such clearly beneficial activities may require specific arrangements, in particular with respect to financing. In view of the importance of cooperative research, collaborating institutions agree to give a high priority to this within their overall relationships.

ARTICLE III

Exchange of Scientific Materials

Collaborating parties shall exchange as widely as is practicable and permitted by law and each collaborating institutions policies and procedures, such items as scientific publications and journals, university calendars, text books and reference materials.



ARTICLE IV

Sharing of Costs

It is agreed that certain activities can be carried out by each institution using existing resources. Other activities, such as significant levels of cooperative research and faculty exchange, will require added funding. Without such funding, it is understood that the institutional linkage will remain relatively modest in terms of its operational potential.

ARTICLE V

Arrangements for personnel exchange and visits

Arrangement for personnel visits and other activities will be made directly between the responsible units concerned in all cases (see Article X) where necessary resources are at their disposal. In cases where support for such activities is required either from the University itself, or from external funding bodies, proposals and arrangements for faculty visits and other activities will be made in accordance with procedures established within each institution.

Information concerning the purposes and duration of proposed faculty and student visits, the research backgrounds of personnel and further details, as required, will be provided to the host institutions at least two months, prior to the proposed visit, if at all possible.

With respect to student programs, the acceptance of students for research course work or full programs will be dependent on meeting the academic criteria of the host institution, and on visa and other requirements of the host country.

ARTICLE VI

Operational Constraints

It is recognized that the implementation of program activities under this MOU will in every case be dependent upon the availability of necessary resources, either from within the institutions concerned or from external sources.

ARTICLE VII

Duration of MOU

This MOU shall come into effect when signed by all parties (**Start Date**) and have duration of three years, after which extension and modification may be made as agreed to by all parties. Within the initial three-year period, the terms of the MOU may be altered as required, subject to approval by each institution. Either party may terminate the MOU for any reason by giving 14 days' notice in writing to the other.

ARTICLE VIII

Confidentiality

This Article VIII is legally binding.



Each party undertakes that it shall not at any time after the Start Date disclose to any person any confidential information concerning the research, business, affairs, collaborators or commercial relationships of the other party, including the content of this MOU or the fact that discussions are underway relating to the MOU or Formal Agreements, except as permitted by the remaining paragraphs of this Article.

Each party may disclose the other party's confidential information:

- (a) to its employees, officers, members, representatives or advisers who need to know such information for the purposes of the development of the parties relationship and negotiation of the Formal Agreements. Each party shall ensure that its employees, officers, members, representatives or advisers to whom it discloses the other party's confidential information comply with this Article VIII;
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority;
- (c) as agreed by the other party in writing.

No party shall use the other party's confidential information for any purpose other than the development of the parties' relationship and negotiation of the Formal Agreements.

ARTICLE IX

Use of names

This Article IX is legally binding. Neither party shall use the name of the other (including where the other is the RFI, the names of the respective members of the RFI) without the prior written consent of the other party.

ARTICLE X

Procedure

Within the first month of the start of each of the three years covered by the MOU, the UOP shall submit to the RFI an outline of proposed visits, cooperative research projects (including scope, duration and anticipated costs) for the following 12 months. The RFI shall have a further two months to agree or decline the outline in principle. Insofar as the outline is agreed in principle, the parties will then seek to enter Formal Agreements relating to the same.

The parties acknowledge that no exclusivity is conferred by this MOU and this MOU does not limit or prevent either party from entering into discussions or agreements with third parties.

The administration of this MOU will be the joint responsibility of the Rosalind Franklin Institute, Oxfordshire, UK and the University of the Punjab, Lahore, Pakistan. Professor James H Naismith will be the primary scientific contact at Rosalind Franklin Institute, Oxfordshire, UK. Dr. M. Waheed Akhtar will serve as the primary contact at the University of the Punjab in Pakistan.



ARTICLE XI

Governing law and jurisdiction

This Article XI is legally binding.

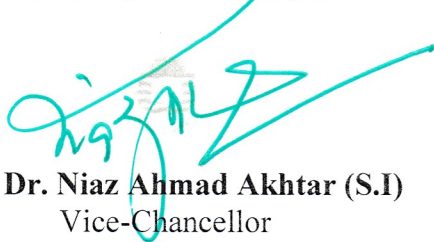
This MOU, and the negotiations between the parties in connection with the proposed relationship between the parties and all disputes or claims (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this MOU or its subject matter or formation.

In witness whereof the undersigned, representing their institutions, hereby sign and approve this Memorandum of Understanding in duplicate one copy for each signing party.

SIGNED

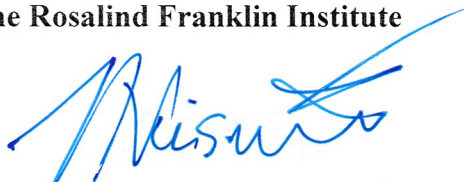
Signed by for and on behalf of the
University of the Punjab



Prof. Dr. Niaz Ahmad Akhtar (S.I)
Vice-Chancellor

Date 07-11-2019

Signed by and on behalf of the
The Rosalind Franklin Institute



Prof, Dr, James A. Naismith
Director

Date 07-11-2019