



## **MEMORANDUM OF UNDERSTANDING**

### **BETWEEN**

**DHA SUFFA UNIVERSITY  
KARACHI, SINDH, PAKISTAN**

**AND**

**BROCK UNIVERSITY  
ST. CATHARINES, ONTARIO, CANADA**

Due to a desire to establish collaborative relations between our institutions, in order to promote friendship and cooperation in a mutually beneficial association, BROCK UNIVERSITY (Brock), represented by its President and Vice-Chancellor, Dr. Gervan Fearon, and DHA SUFFA (DSU), represented by its Vice Chancellor, Prof. Dr. Muhammad Afzal Haque, hereby agree to cooperation with each other for the purposes of promoting international and intercultural understanding, research, and exchange between the two institutions under the terms described in this Memorandum of Understanding (MOU).

1. The two institutions shall encourage co-operation in any discipline which is studied in both institutions.
2. The two institutions shall seek to promote:
  - exchange of information and materials that are of mutual interest;
  - visiting scholar opportunities for faculty;
  - collaboration for joint research activities and publications;
  - development of short-term, exchange, student mobility programs; and
  - other forms of co-operation which the two institutions may jointly arrange.
3. Details of any such activities will be subject to a separate Agreement that will be attached to this as an Addendum. This MOU, together with its Addendums, contains the entire agreement between Brock and DSU therefore, it supersedes all prior oral and written agreements as to the subject matter herein stated. All modifications and changes to this MOU shall be made in a written document signed by both parties. Both parties agree that any Addendums shall include the necessary provisions for the protection of intellectual property rights of the documents and innovations that result of joint work or research activities.
4. The two institutions shall decide through consultation the specific areas and details of co-operation within the framework of this MOU.
5. The financial arrangements involved in the implementation of this MOU shall be settled through consultation between both parties.
6. Force Majeure  
Notwithstanding anything to the contrary contained herein, the Parties will not be liable or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control (a "Force Majeure Event"). Such causes may include, but are not limited to, acts of God, governmental regulation or control, shortage of supply, breakdowns or malfunctions, interruptions or malfunction of computer facilities, loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor

difficulties, war, acts of nature or of a public enemy, acts of terrorism, mass-casualty event, fire, flood, local, regional or global outbreak of disease or other public health emergency, social distancing or quarantine restriction, strike, lockout or labour or civil unrest, freight embargo, unusually severe weather, failure of public utility or common carrier, or computer attacks or other malicious act, including attack on or through the internet, or any internet service, telecommunications provider or hosting facility.

- a. In the event that either Party is delayed or prevented from or hindered in performing its obligations under the Agreement by a Force Majeure Event, such Party will:
    - i. Give notice in writing of such delay or prevention to the other Party as soon as reasonably possible, stating the commencement date and extent of such delay or prevention, the cause thereof and its estimated duration;
    - ii. Use all reasonable endeavors to mitigate the effects of such delay or prevention on the performance of its obligations under the Agreement; and
    - iii. Resume performance of its obligations as soon as reasonably possible after the removal of the cause of the delay or prevention.
  - b. A Party cannot claim relief if the Force Majeure Event is attributable to that Party's willful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event.
  - c. The Parties acknowledge that in March 2020 the World Health Organization declared a global pandemic of the virus leading to COVID-19. Various Government bodies responded to the pandemic with legislative amendments, controls, orders, requests of the public, and requests and requirements to the Parties to change their delivery of education and services in various ways (collectively, the "Governmental Response"). It is uncertain how long the pandemic, and the related Governmental Response, will continue, and it is unknown whether there may be a resurgence of the virus leading to COVID-19 or any mutation thereof (collectively, the "Virus") and resulting or supplementary renewed Government Response. Without limiting the foregoing paragraph, neither Party shall be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of:
    - i. the continued spread of the Virus;
    - ii. the continuation of or renewed Governmental Response to control the spread of the Virus; and
    - iii. a Party's decision, made on an organization-wide basis and in good faith, to control the spread of the Virus, even if exceeding the then current specific Government Response.
7. Both parties will not represent themselves, and will ensure that their employees do not represent themselves, as being an employee, partner, or agent of the other party, or as otherwise able to bind or represent the other party.
8. Both parties hereto state that they shall carry out all the activities under this MOU in good faith, and that they shall make every reasonable effort to accomplish the tasks herein stated. For

conditions not covered by this MOU, or for problems that arise during the course of this MOU, both parties undertake to refrain from unilateral action and to consult and negotiate mutually acceptable decisions. Either institution may terminate this MOU by giving six (6) months notice in writing to the other institution. Any projects, training, or exchanges that may have commenced at either institution before the date of termination may be completed by special agreement between the two institutions. For further clarity, both parties shall cooperate with each other to ensure so far as possible the exchange students or faculty/staff already participating in any project, training, or exchange are able to complete the same.

- 9. This MOU shall become operative on the last date indicated hereunder and shall remain in force for a period of FIVE (5) years. It may be extended by mutual written consent. The institutions shall confer concerning the renewal of this MOU six (6) months prior to the date of expiration.
- 10. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. Delivery by facsimile or by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement
- 11. All official notifications, including but not limited to, cancellation of this contract must be sent to the other party's authorized representative.

BROCK's authorized representative for the purpose of administration of this agreement is:  
Nigel Dixon  
Special Projects, Brock International.  
[ndixon@brocku.ca](mailto:ndixon@brocku.ca)

DSU's authorized representative for the purpose of administration of this agreement is:  
Makhdoomzada Asadullah Siddiqui, Director IERC (Intl Education Resource Center), DSU, E-mail [asadullah@dsu.edu.pk](mailto:asadullah@dsu.edu.pk)

In witness whereof, both parties hereto have offered their signatures:

**DHA Suffa University**

DocuSigned by:

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Prof. Dr. Muhammad Afzal Haque  
Vice Chancellor  
E-mail: [drafzal@dsu.edu.pk](mailto:drafzal@dsu.edu.pk)

**Brock University**

DocuSigned by:

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Dr. Gervan Fearon  
President and Vice Chancellor

DocuSigned by:

Prof. Dr. Ahmed Saeed Minhas  
Pro Vice Chancellor  
E-mail: [ahmedsaeedminhas81@dsu.edu.pk](mailto:ahmedsaeedminhas81@dsu.edu.pk)  
On this date \_\_\_\_\_

DocuSigned by:

Dr. Lynn Wells  
Provost and Vice President, Academic

DocuSigned by:

Dr. Syed Ejaz Ahmed  
Dean, Faculty of Math and Science  
On this date 5/12/2021