MEMORANDUM OF UNDERSTANDING
between
SAARC Chamber of Commerce & Industry
and
South Asia Watch on Trade, Economics and Environment

THE PARTIES

SAARC Chamber of Commerce & Industry
Located at:
397, Street No 64, I-8/3, Islamabad, Pakistan

South Asia Watch on Trade, Economics and Environment ("SAWTEE")
Located at:
26 Mamata Galli, Tukucha Marg, Baluwatar, Kathmandu, Nepal

(Hereinafter singularly "the Party" and jointly "the Parties")

RECOGNISING that SAWTEE is a leading research organization and a renowned think tank in Nepal, THEREFORE SAWTEE and SAARC CCI hereby enter into a memorandum of understanding to establish a strategic partnership to jointly conduct research, policy analysis, capacity-building, outreach and advocacy as provided herein under:

1. Objective
By this Memorandum of Understanding ("MOU"), the SAARC CCI and the SAWTEE are desirous of entering into collaboration and hereby express their interest in cooperating with each other to launch new research, trainings and regional integration initiatives. The proposed areas of cooperation include any activity that shall be mutually agreed upon by the Parties.

This MOU serves the following purposes:

1.1. Undertaking any work or activity for the other party, the deliverables and financial modalities shall be agreed in advance. However, subject to financing requirements of the Parties, the Parties hereby agree to collaborate and cooperate in the following areas:
   a) Research including the development of joint research proposals, activities and publications
   b) Sharing data and other research resources
   c) Capacity Building including training courses, study tours, and joint leadership events
   d) Seminars, conferences, workshops, and meetings
   e) Develop a sustainable quality assurance/monitoring and evaluation frameworks and indices for regional economic integration
   f) Outreach and networking with stakeholders
   g) Any other programmes, projects and activities as may be mutually agreed by the Parties

1.2 On agreeing to a joint activity/activities of mutual interest, the two Parties would develop specific terms of reference for the agreed activity/activities.
2. Focal Persons:
SAARC CCI and SAWTEE shall assign a focal person(s) each to manage all communication between the two Parties.
- **SAARC CCI**: Mr. Iqbal Tabish, Secretary General SAARC CCI.
- **SAWTEE**: Mr. Asish Subedi, Senior Programme Officer, SAWTEE, will be the focal person for this collaboration.

3. Independence and liability
3.1 This MOU shall not create any joint liability partnership, association or company of any sort between the Parties, nor shall any Party be deemed to be an agent of the other. The Parties shall be independent of each other and the relationship between them shall be that of two independent organisations. Each Party shall be responsible for its own actions and omissions.
3.2 The intent is to establish a one-on-one relationship, not restricting either Party with others.

4. Duration
4.1 This MOU shall become effective upon signature by the President, SAARC CCI or his nominee, and Chairman of SAWTEE, or his nominee and shall continue in full force for three (3) years from the date of signing unless terminated earlier in accordance with clause 08 (Termination). This MOU will be extendable if so/as agreed by the two parties.
4.2 This MOU may be amended in writing through the exchange of letters between the Parties. The letters exchanged to this effect shall become an integral part of the MOU.

5. Uses of names, logos, and partnership statements
5.1 Neither Party will use the name, logo or publicize or use this relationship or MOU without the express prior written consent of that Party.
5.2 Nothing in this clause shall transfer any intellectual property rights from one Party to the other.

6. Intellectual property rights
6.1 Neither Party anticipates a situation arising from this partnership which will require the transfer, exchange or use of the other’s intellectual property rights save as such use identified in clause 7. On that basis nothing in this MOU transfers or purports to transfer any intellectual property rights between the Parties.
6.2 If any situation requiring transfer of intellectual property rights arises, the Parties will enter into an agreement (by amendment to this MOU) at that time to deal with that situation. However it is specifically agreed that subject to prior consent of other party, each party shall be entitled to publish reports, research papers and other materials collected or jointly prepared by Parties pursuant to any arrangement under this MOU provided that such publication shall bear logos of both Parties.
6.3 Neither Party is permitted to revise or amend any posters, labels, packaging, photographs, marketing or educational materials, or any other documents bearing the logo of the other Party following termination of this MOU without the express written permission of the other Party.

7. Confidentiality
7.1 Except as may be required or provided under the law, each Party shall maintain the confidentiality of any information it receives from the other Party that has been designated as confidential and shall use it only for the purposes of this relationship.
7.2 This obligation of confidentiality shall not apply to information which was at the time of disclosure (a) in the public domain, or (b) lawfully in its possession, and not acquired directly or indirectly from a third party under an obligation of confidentiality, or (c) furnished to the recipient without restriction by a third Party having a bona fide right to do so, (d) which has become public knowledge by an act or acts beyond the recipient’s control or, (e) which is agreed to be non-confidential or disclosable.
7.3 Either Party may disclose confidential information to its employees or to the third parties only to the extent it is necessary for the purposes of this MOU.

8. Termination
8.1 Either Party may terminate this MOU at any time by providing at least three-month notice of termination in writing to the other Party, save that either Party may terminate this MOU, in writing, with immediate effect if one Party in its absolute discretion determines that its association with the other Party will adversely affect the status, reputation or neutrality of the first Party.
8.2 In the event of termination or expiry of the MOU, the activities hereunder shall be brought to a prompt and orderly conclusion. Each Party shall immediately cease the use of the other Party’s name, logo or trademarks.

Clauses 6, 7 & 8 shall survive the termination of this agreement.
9. Assignment
9.1 Neither Party shall assign, transfer, pledge or make other disposition of this MOU or any part thereof, or any of its rights, claims or obligations under this MOU, without the prior written consent of the other Party.
9.2 If a Party disposes of any right or obligation under this MOU to a third party, with or without the consent of the other Party, the Party making such a disposition shall be responsible for full compliance with the terms and conditions associated with such rights, benefits or obligations.
9.3 Except as expressly provided herein none of the terms of this MOU are intended to confer any benefit on any third party.

10. Representation
Each of the Parties represents that it has the right to enter into this MOU and the capacity to perform all of its obligations hereunder. Neither Party shall take any action that might conflict with this MOU or impair or diminish any of other Party's rights hereunder nor the goodwill associated with the other Party's name, brands or trademarks.

11. Observance of law
Both Parties shall respect and have regard for all laws, rules and regulations bearing upon the performance of their obligations under the terms of this MOU.

Dr. Posh Raj Pandey  
Chairman, SAWTEE  
Date: 25/05/2016

Mr. Suraj Vaidya  
President, SAARC CCI  
Date: __/__/____

Witness on behalf of SAWTEE

Mr. Asish Subedi  
Senior Programme Officer, SAWTEE

Witness on behalf of SAARC CCI

Mr. Iqbal Tabish  
Secretary General, SAARC CCI