



## Memorandum of Understanding

*Between*

UoAJ&K – The University of Azad Jammu & Kashmir, a government owned academic institution committed to quality education, research and values-driven mentorship through innovations to serve the society and the changing world. Pivotal to this vision is transformation to excellence through holistic education. (hereafter “UoAJ&K”),

*and*

SLF – The Snow Leopard Foundation, a nonprofit conservation organization registered with the Security Exchange Commission of Pakistan (SECP) under Companies Ordinance 1984 and aims to conserve viable populations of snow leopard and other wild carnivores across mountain landscape of northern Pakistan, and to improve socio-economic conditions of mountain communities who share habitats with snow leopard. Since coming into being in 2008, the SLF has been working with remote and marginalized communities by focusing on four thematic areas—science and research, community-based conservation, capacity building, and conservation education & awareness, which constitutes the core objectives of the Snow Leopard Foundation (hereafter “SLF”),

herein referred to jointly and severally as the “Parties “and “Party”, as the context may indicate or require.

### Preamble

Whereas UoAJ&K provides students with life transforming edifying experiences that prepare them to engage the Kashmir as knowledgeable, ethical, and productive citizens;

Whereas, UoAJ&K strives to achieve distinction in teaching and research, generate, disseminate and preserve knowledge, and empower through knowledge and information;

Whereas, SLF intends to develop and promote sound stewardship of snow leopards, other carnivore species their wild prey, and habitats through scientific based population and habitat assessments, and sustainable use of natural resources;

Whereas, SLF intends to make collaborative efforts for capacity development of government departments, partner organizations, local communities, and universities to facilitate ecological research in Pakistan, especially snow leopard and its prey species and their habitat;

Whereas, SLF strives to promote snow leopard as a flagship species and enhance public awareness and understanding of snow leopard ecology, conservation status and survival of the species;

Whereas, Parties are aware of the significance of conserving snow leopard and its high-altitude mountain ecosystem in the country and need to undertake comprehensive ecological and socio-economic measures to improve conservation status of this flagship species;

Whereas, the SLF has been selected as the implementing partner for the execution GEF funded “Pakistan Snow Leopard and Ecosystem Protection Program” (PSLEP) through MoUs signed with



the Ministry of Climate Change and provincial governments of Khyber Pakhtunkhwa (KP), Azad Jammu and Kashmir (AJ&K), and Gilgit-Baltistan (GB);

**Acknowledging** that the Parties share concerns over the increasing threats to snow leopard and its wild prey and ecosystem in the country and dearth of scientific knowledge on the ecology and conservation needs of snow leopard, sympatric species and ecosystem;

**Recognizing** that there is considerable potential and options for creating synergy, foraging partnerships, and generating mutual support between the Parties, which are essentially non-profit identities;

**Considering** the desire of the Parties to initiate, develop and conduct ecological research and capacity building to improve the conservation status of snow leopard in AJ&K;

**Cognizant** of the mission and prime responsibilities of the Parties to render best possible services for the conservation and management of wildlife and wild places in the district;

Now, therefore, the Parties agree as follows:

#### A. Objectives

The objectives of this MoU are to work together to foster collaboration between SLF and UoAJ&K to influence and make efforts for conservation and sustainable management of wildlife and wild places, promote science-based research, and develop local capacities required to conserve snow leopard and its prey species and habitats.

#### B. Guiding Principles of Collaboration

##### 1. Complementarity and reciprocal support

The Parties will support each other in working toward the achievement of the Objectives of this MoU and the fulfilment of their respective undertakings, by building on elements of their strengths, respective programs, and by pursuing effectiveness of their interventions while, avoiding duplication of efforts, especially in research, capacity building and awareness raising areas.

##### 2. Mutual benefit

The specific projects and activities on which the Parties will collaborate under this MoU through specific Letter of Agreements (LoAs) and/or Assignment Specific Collaborative Agreements (ASCA) will be selected, agreed, and carried out so as to achieve the Objectives and to bring a clear benefit to both Parties.

##### 3. Responsibilities and funding for collaborative projects and activities

The collaborative projects and activities will be undertaken with a clear, mutual understanding of the work, and the responsibilities to be carried out by each party and of the ways and means of funding such project or activity. To that end, the specific details in respect of (a) work and responsibilities of each party in terms of operational, performance, and administrative tasks, (b) the agreed deliverables to be produced by each Party, and (c) the source, allocation, control, and use of all necessary funding shall be set forth clearly in the relevant LoA(s).

##### 4. Mutual recognition

1. Public statements and publications by either Party regarding projects or activities undertaken jointly or individually, pursuant of this MoU and LoA(s), will expressly acknowledge the cooperative relationship between the Parties unless otherwise agreed in the relevant LoA or ASCA. Additionally, where either Party intends to use, in publication in any medium,

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substantial field data and/or information (collectively Materials) obtained by the other Party, the Party intends to use the material will, unless otherwise agreed in relevant LoA(s):

- a. Give the other Party:
  - i. reasonable advance notice of intended use of such Materials, and
  - ii. the opportunity to edit or otherwise amend the Materials, or to object to and prevent the intend use thereof, provided that any such objection shall be based on reasonable/logical grounds; and
- b. Use the name and logo (s) of each Party in documentation related to collaborative projects and activities will be in accordance with the current policies of each Party concerning such usage as communicated in writing to the other Party.

#### C. Areas and Activities of Collaboration

1. This MoU is intended to provide the Parties with a general framework and a guiding tool in identifying and carrying out specific collaborative research, awareness raising and capacity building projects and activities across the AJ&K State. Specific areas of collaboration, activities, and projects/program interventions will be identified on the basis of strength of each Party, geographic coverage, programmatic, and/or other relevant criteria and will be agreed in one or more LoA(s).
2. Potential areas of systematic collaboration include, but are not limited to, the following:
  - a. Initiate/develop joint project concepts and proposals to tap resources to improve our understanding of priority wildlife species and their habitats in AJ&K;
  - b. Make joint efforts to enhance capacity of the students, academia, local communities, and other partner organizations in wildlife research to ensure sustainable management of wildlife and their habitats;
  - c. The mode of engagement and capacity building of postgraduate students in wildlife related research studies will fall in the following three tiers and the level of engagement will be decided on assignment basis and will be reflected in the relevant LOAs or ASCAs;
    - Students will be engaged in the wildlife studies to provide them hands on training opportunity only;
    - Students will make the research studies as part of their postgraduate research projects and will sign bond with SLF;
    - Students will be provided space in the research specific regional and national training workshops;
  - d. Make joint efforts for participatory monitoring of carnivore and ungulate populations and their habitats; and
  - e. Assist each other in creating awareness and knowledge management for conservation of snow leopard and it prey species and protection/improvement of their habitat.
  - f. Develop wildlife information and knowledge portal at the UoAJ&K to enhance public awareness of the wildlife resources and their conservation and management and dissemination of knowledge.

#### D. Modalities of collaboration

1. In order to ensure the effective implementation and the successful achievements of the Objectives of this MoU, the Parties undertake to actively support each other in realization of agreed tasks/activities and to take all necessary steps to make the most effective use of the partnership.

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*[Signature]*



2. Taking into account the preceding paragraph, the Parties agree to the following:
- a. Biannual meetings at the senior management level will be scheduled and held every calendar year (the Annual Meeting), with the date and venue to be agreed by the Parties with mutual consent;
  - b. The meetings are intended to provide the Parties with the opportunity to review progress on their collaborative partnership including overall work and activities carried out during the year through the specific LoAs, considering both the continuation of existing work and identification of new areas for collaboration, if any;
  - c. Each Party will nominate and notify in writing the other Party of representatives who will serve as a Focal Persons, dedicated specifically to coordinating:
    - i. the overall collaboration under this MoU, and
    - ii. The specific activities to be undertaken in pursuant to the LoA(s) signed by the Parties; and
  - d. Each Party will ensure that any changes made with respect to its Focal Person will be communicated timely to the other Party;

#### E. Miscellaneous Provisions

##### 3. Letter of Agreement(s)

- a. Collaborative activities to be carried out in pursuant to any Letter of Agreement will be:
  - i. subject to provision of the Project Documents of donor funded projects/program;
  - ii. subject to the availability of funds and resources;
  - iii. approved by the appropriate administrative authorities of each Party; and
  - iv. undertaken in accordance with the Parties' respective established policies and procedures, as well as donors' requirements.
- b. The Parties' performance on execution of LoAs shall be subject to and in accordance with the terms and conditions provided for in each such LoA.

##### 4. Financial Provisions

Financial, administrative, and reporting provisions relating to any collaborative activities between the Parties shall be expressly agreed in the relevant LoA(s).

##### 5. Dispute Resolution

Any dispute arising out of or in connection with this MoU or subsequent LoA(s) will be settled amicably through negotiations between the Parties. Should the Parties be unable to negotiate an amicable settlement, the dispute shall be referred to a conciliation body following procedures to be agreed by the Parties.

##### 6. Representation

Neither Party shall have the authority to incur any liability or make any commitment on behalf of the other Party *vis a vis* any third party, contractually or otherwise, without the other Party's advance written consent.

##### 7. Privileges and Immunities





Nothing in or relating to this MoU shall be deemed a waiver of any of the privileges and immunities that the Parties enjoy pursuant to any bilateral agreements/MoUs with the host country government(s) or their agencies to which they are a Party.

8. Amendment

The MoU may be amended any time only in writing, signed by the relevant authorities of both Parties

9. Term and Termination

The MoU shall become effective on the date of signature by both Parties, and shall remain in effect for a period of 5 years unless terminated by either Party. Either Party may terminate this MoU by giving the other Party at least three (6) months' advance written notice of termination. It is understood that any such termination shall have no effect on any LoA(s) then in force between the Parties, and that the performance of such LoA(s) shall be subject to their own terms and conditions.

10. Non-enforceability

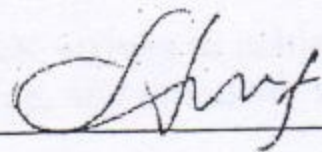
The MoU is a non-binding instrument for the Parties' mutual understanding of their proposed collaborative efforts/framework. The MoU is not intended to create any legally enforcement rights or obligations in respect of either Party, including any obligation on their part to enter into any potential LoA(s).

In witness whereof, the undersigned, being duly authorized representatives of the Parties, have signed this MoU, on this 15 day of May 2019 in the English language in two (2) duplicate copies, each of which shall be deemed an original, and which together shall constitute one and the same instrument.

UoAJ&K – The University of Azad Jammu and Kashmir

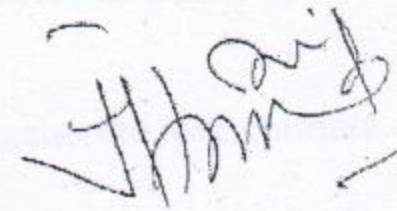
SLF – The Snow Leopard Foundation

Signed: \_\_\_\_\_



Dr. Abdul Rauf Janjua  
Director  
ORIC, University of AJ&K, Muzaffarabad

Signed: \_\_\_\_\_



Jaffar Ud Din  
Deputy Director/National Project Manager  
SLF-Pakistan/PSLEP Project

Date: \_\_\_\_\_

15-05-2019

Date: \_\_\_\_\_

15-05-2019