

Memorandum of Understanding

By and between,



Pakistan Optometric Society (POS)

“First Party”

&



Vision Care Association (VCA) “Second

Party”

Thereby, "the Partners"

Preamble

The First Party is a Pioneer Professional & Non-Governmental Organization (NGO) in Pakistan.

The Second Party is a Pioneer Professional & Non-Governmental Organization (NGO) in Lebanon.

Background

POS

The Pakistan Optometric Society (POS) is a non-profit association comprising optometrists and volunteers dedicated to promoting health awareness in primary eye care. POS strives to lead the field of optometry by enhancing professional standards through education, research, and community outreach. The society supports continuous professional development, organizes eye health awareness campaigns, hosts educational events, and collaborates with educational institutions, government bodies, and international organizations to advance optometric education and services.

VCA

Vision Care Association is a group of dedicated optometrists who founded a pioneer Professional & Non-Governmental Organization (NGO) in March 2017, registered under number 422 IN Lebanon. Its goal is to achieve accessible and equitable eye health and vision care for all individuals across Lebanon. The association's mission includes defending the rights of optometry students, optometrists, opticians, and the optometry profession, ensuring quality assurance in optometric education and clinical practice, working towards amending just laws for the optometry profession, and advancing and promoting global eye health and vision care through collaboration, education, and advocacy.

The partners agree to establish cooperative relationships to:

1. Foster mutual learning and strengthen all aspects of the partnership through collaborative efforts.
2. Organize joint trainings, workshops, seminars, conferences, and other knowledge-sharing platforms, hosted online or at facilities of either POS or VCA.
3. Implement Faculty and Student Exchange programs, with detailed terms, processes, durations, and responsibilities to be determined for each program.
4. Share educational materials, textbooks, journals, and other resources to enrich learning experiences and professional development opportunities for members and volunteers of both POS and VCA.
5. Collaborate on efforts to develop or enhance optometry curricula, integrating the latest advancements in the field. This includes designing courses, workshops, and seminars that reflect current industry trends and best practices.
6. Explore collaborative research opportunities aimed at advancing optometry. Specific mechanisms for sharing research findings, publications, and intellectual property rights will be determined for each research project.
7. Develop joint professional development programs to enhance skills and knowledge in specialized areas of optometry, vision care and public eye health.
8. Collaborate on public outreach initiatives to raise awareness about eye health, vision care, and the role of optometrists in community health.
9. Work together to establish and uphold quality assurance standards in optometric practice and education, ensuring compliance with international best practices.
10. Implement programs for continuing education and certification renewal for optometric professionals, addressing evolving practices and technologies in the field.
11. Explore opportunities to integrate cutting-edge technologies and digital platforms into optometric education, practice, and research.
12. Facilitate cultural exchanges between optometric professionals and students from different regions, promoting understanding and collaboration across diverse backgrounds.
13. Collaborate on sustainability initiatives within optometric practices, promoting eco-friendly practices and reducing environmental impact.
14. Establish and adhere to ethical guidelines and principles in all collaborative activities, ensuring integrity and professionalism in the partnership."

This collaboration (hereby the Agreement) will also allow a better knowledge of the activities of each of the Partners and their strategic goals, roles, and missions, and will result in a mutual improvement in all the fields aimed at in the present Partnership agreement.

Part One General Requirements Article

Article 1: Exclusive Agreement

1.1. Relationship and Exclusivity

1.1.1. The signature of this Memorandum of Understanding (MOU) signifies the existence of a business relationship between POS and VCA.

1.1.2. This MOU establishes an exclusive agreement between POS and VCA in Lebanon within the field of optometry. POS agrees not to enter into similar agreements with any other entity in Lebanon, including but not limited to syndicates, institutions, councils, NGOs, hospitals, schools, and colleges of optometry, during the term of this MOU.

1.2. Scope of Exclusivity

1.2.1. POS shall collaborate exclusively with VCA in Lebanon for the purposes outlined in this MOU, including joint initiatives, projects, and activities related to optometry, vision care, education, research, and professional development.

1.3. Duration of Exclusivity

1.3.1. The exclusivity period shall remain in effect for the duration of this MOU unless otherwise mutually agreed upon in writing by both parties.

Article 2: Objective of the Collaboration

2.1. Purpose

2.1.1. The objective of this Memorandum of Understanding (MOU) is to establish and define the terms and conditions of collaboration between the Pakistan Optometric Society (POS) in Pakistan and the Vision Care Association (VCA) in Lebanon.

2.2. Scope of Collaboration

2.2.1. This collaboration aims to facilitate and enhance cooperation between POS's students, faculty, researchers, volunteers, members and chapters, and VCA's students, faculty, researchers, volunteers and members. It shall encompass joint activities, exchanges, and initiatives in the field of optometry, vision care, public eye health, awareness, advocacy, education, research, and professional development.

2.3. Implementation

2.3.1. The collaboration shall be conducted in accordance with the principles and goals outlined in the Preamble of this MOU, which emphasize mutual benefit, knowledge sharing, and advancement in the field of optometry and vision care.

2.4. Cooperation Areas

2.4.1. The parties intend to collaborate on various activities, including but not limited to:

- Joint research projects and studies.
- Exchange programs for students, faculty, and researchers.
- Professional development and training initiatives.
- Public awareness campaigns and educational outreach programs.

2.5. Non-Binding Nature

2.5.1. This MOU is non-binding and does not create any legal obligations beyond those expressly agreed upon by both parties. It serves as a framework for voluntary cooperation and collaboration between POS and VCA.

Article 3: Duration and Renewal

3.1. Commencement and Term

3.1.1. This Memorandum of Understanding (MOU) shall commence upon the signing of the partners and shall initially be effective for a period of 5 years.

3.2. Automatic Renewal

3.2.1. The MOU shall be automatically renewed at the end of the initial term for subsequent periods of 5 years, unless either party provides written notice of termination at least 2 years prior to the end of the current term.

3.3. Termination Notice

3.3.1. In the event that either POS or VCA intends to terminate this MOU at the end of the current term, the terminating party shall provide written notice of termination to the other party at least 2 years prior to the expiration of the current term.

3.4. Renewal Conditions

3.4.1. The renewal of this MOU shall be subject to mutual agreement between POS and VCA based on their continued commitment to achieving the objectives and goals outlined herein.

Article 4 - Scope and Intention of the Agreement

4.1. Execution in Good Faith

4.1.1. POS and VCA shall execute this Memorandum of Understanding (MOU) in good faith, aiming to foster mutual assistance and collaboration to achieve the goals outlined in the Preamble.

4.2. Partnership Goals

4.2.1. The partners intend to assist each other in achieving the objectives and goals set forth in this partnership agreement. This includes, but is not limited to, promoting academic and professional exchanges, advancing research initiatives, and enhancing professional development opportunities in the field of optometry and vision care.

4.3. Commitment to Collaboration

4.3.1. POS and VCA shall collaborate closely and cooperate in accordance with the principles of mutual respect, transparency, and accountability to ensure the successful implementation of activities and initiatives under this MOU.

4.4. Alignment with Preamble

4.4.1. The provisions and activities under this MOU shall be interpreted and implemented in alignment with the principles and goals outlined in the Preamble of this agreement.

Part Two Obligations of the Parties

Article 5: Pakistan Optometric Society's (POS) Offerings to VCA

1. POS will offer VCA members, employees, and volunteers a discount of 50% on delegation fees for paid workshops, conferences, and exhibitions.
2. POS will invite VCA members, employees and volunteers to participate in any relevant optometry-related events and research symposia.
3. POS will support VCA with speakers and panel opportunities, subject to confirmation by the scientific committee.
4. POS will promote VCA event activities and flyers on all social media platforms at no charge for collaborative events.
5. POS will highlight the partnership with VCA at international receptions.
6. POS will provide a discount for fellowship applications and memberships for VCA members.
7. POS will provide VCA members access to its educational resources, including online courses, webinars, and training modules on advanced optometric practices and technologies.
8. POS will support joint research initiatives between Lebanese optometrists and POS members, offering access to research funding, mentorship programs, and collaborative projects.
9. POS will facilitate clinical exchange and professional development programs for Lebanese optometrists at POS-affiliated institutions for observational experiences and hands-on training when applicable.
10. POS will support VCA in enhancing its infrastructure for optometric education and practice by donating equipment, textbooks, and educational materials, and providing technical assistance in curriculum development and accreditation processes when applicable.
11. Free booth for VCA in the Pakistan Congress of Optometry that is organized by POS.
12. POS intends to assist VCA in achieving the goals of the partnership agreement outlined in the preamble.

Article 6: Vision Care Association's (VCA) Offerings to POS

1. VCA offer POS members / fellows a 50% discount on delegation fees for paid workshops, conferences, and exhibitions.
2. Free booth for POS in the Lebanese Congress of Optometry that is organized by VCA.
3. VCA invite POS members / fellows to participate in any relevant optics and optometry-related events.

4. Support POS with speakers and panel opportunities, subject to confirmation by the scientific committee.
5. Promote POS event activities on social media platforms even if it is not a collaborative event.
6. Organize joint continuing education seminars, workshops, and local conferences tailored to Lebanese optometrists.
7. Facilitate research collaborations between VCA and POS members especially by organizing vision screening campaigns across Lebanon for data collection purposes and encourage presentation of research findings at POS conferences.
8. Coordinate opportunities for POS members /fellows to engage in clinical rotations and experiences in Lebanon.
9. Support visiting POS optometrists with logistical assistance and cultural orientation.
10. Work with POS on joint advocacy campaigns to develop optometric education, research, and clinical practice in Lebanon and Eastern Mediterranean Region.
11. VCA intends to assist POS in achieving the goals of the partnership agreement outlined in the preamble.

Part Three: Financial Requirements

Article 7: Transfer of Management and Grant:

- NO financial implications and compulsion on either party. This MOU is purely for promoting bilateral ties with reference to exchange of Academics and professional growth.

7.1. Financial Implications

7.1.1. This Memorandum of Understanding (MOU) between POS and VCA shall not impose any financial obligations, commitments, or compulsion on either party.

7.2. Purpose of the MOU

7.2.1. The primary purpose of this MOU is to foster bilateral cooperation and collaboration in the exchange of academics and professional growth between POS and VCA.

7.3. Management of Grants

7.3.1. Any grants or funding opportunities discussed or provided under this MOU shall be managed and administered in accordance with mutually agreed terms and conditions, which shall be documented separately in a grant agreement or similar instrument.

7.4. Mutual Cooperation

4.1. Both parties agree to cooperate and collaborate in good faith to achieve the objectives outlined in this MOU, including but not limited to, joint educational programs, research initiatives, and professional development activities.

Part Four: Quality Assurance Article

Article 8: Tracking, Monitoring, and Evaluation

8.1. Establishment of Joint Committee

8.1.1. A joint committee shall be established between POS and VCA to track, monitor, and evaluate the outcomes of each program, activity, or research project initiated under this Memorandum of Understanding (MOU).

8.1.2. The joint committee shall convene at the conclusion of each project or activity to review and assess its outcomes, achievements, challenges, and lessons learned. The committee shall document its findings and recommendations for future improvement.

8.2. Overall Collaboration Evaluation

8.2.1. Additionally, a joint committee between POS and VCA shall be established to track, monitor, and evaluate the overall outcomes and progress of collaboration under this MOU.

8.2.2. The joint committee shall hold an annual meeting to review the outcomes of the MOU, assess the achievement of agreed-upon goals and objectives, and approve the plans and outcomes for the following year.

8.3. Regular Reviews and Assessments

8.3.1. POS and VCA shall consider conducting regular reviews and assessments of their collaboration activities to ensure alignment with the objectives and strategic priorities outlined in this MOU.

8.3.2. The joint committees mentioned above may recommend adjustments, enhancements, or modifications to collaboration activities based on their reviews and assessments.

8.4. Reporting

8.4.1. The joint committees shall prepare and submit periodic reports to the respective leadership of POS and VCA, documenting the progress, outcomes, and recommendations resulting from their tracking, monitoring, and evaluation activities.

Part Five: Special Requirements

Article 9: Solution of Violations and Amendment of the Agreement

9.1. Review and Amendment

9.1.1. POS and VCA acknowledge their right to review and amend any provision of this Memorandum of Understanding (MOU) as necessary, by mutual agreement and in writing.

9.1.2. Either party may propose amendments to this MOU by providing written notice to the other party. Proposed amendments shall specify the reasons for the proposed changes and the desired modifications.

9.1.3. The parties shall promptly discuss and negotiate proposed amendments in good faith to reach mutual agreement on any necessary revisions to the MOU.

9.2. Solution of Violations

9.2.1. In the event of a violation or breach of any provision of this MOU by either party, the non-breaching party shall notify the breaching party in writing, specifying the nature of the violation and providing an opportunity to remedy the breach within a reasonable timeframe.

9.2.2. If the breach is not remedied within the specified timeframe or is incapable of being remedied, the parties shall engage in discussions to find an equitable solution to resolve the issue, considering the overall objectives and interests of both parties.

9.3. Amendments and Modifications

9.3.1. Any amendments or modifications to this MOU shall be made in writing and signed by authorized representatives of both POS and VCA to be legally binding.

Article 10: Conditions of Termination

10.1. Grounds for Termination

10.1.1. Either party may terminate this Memorandum of Understanding (MOU) upon written notice to the other party if:

10.1.2. The other party fails to comply with any material obligation or provision of this MOU and such failure continues for a specified period of time after written notice of the breach.

10.1.3. The other party becomes insolvent, bankrupt, or is unable to meet its financial obligations as they become due.

10.1.4. The continuation of the MOU becomes unlawful or contrary to applicable laws, regulations, or government policies.

10.1.5. Circumstances arise that significantly impair the ability of either party to fulfil its obligations under this MOU and such circumstances cannot be reasonably mitigated or resolved within a reasonable timeframe.

10.2. Notice of Termination

10.2.1. The terminating party shall provide written notice of termination to the other party, specifying the grounds for termination and the effective date of termination.

10.3. Consequences of Termination

10.3.1. Upon termination of this MOU:

- All obligations, rights, and responsibilities of the parties under this MOU shall cease, except as expressly provided otherwise in this Article or agreed upon by the parties.
- Each party shall promptly return or destroy any confidential information or materials received from the other party, unless retention is required by law or agreed upon in writing.
- Termination shall not affect any rights or obligations accrued or arising prior to the effective date of termination.

10.4. Survival

10.4.1. Articles concerning confidentiality, intellectual property rights, indemnification, and governing law shall survive the termination or expiration of this MOU according to their respective terms.

Article 11: Confidentiality

11.1. Protection of Confidential Information

11.1.1. POS and VCA acknowledge that during the course of their collaboration under this Memorandum of Understanding (MOU), confidential information may be disclosed or exchanged between them. Such confidential information includes, but is not limited to, proprietary data, financial information, strategic plans, and any other information designated as confidential by the disclosing party.

11.1.2. Both parties agree to maintain the confidentiality of all information received from the other party, whether communicated verbally, in writing, or through electronic means (e.g., emails, internet, mobile communications).

11.2. Obligations

11.2.1. Each party shall:

- Take all necessary steps to protect and safeguard the confidentiality of the other party's confidential information.
- Use the confidential information solely for the purposes of fulfilling the objectives outlined in this MOU.

- Not disclose, disseminate, or transmit the confidential information to any third party without the prior written consent of the disclosing party, except as required by law.

11.3. Security Measures

11.3.1. Both parties shall implement reasonable security measures to prevent unauthorized access, use, or disclosure of confidential information. This includes, but is not limited to, encryption of electronic communications, password protection, and restricted access to confidential documents.

11.4. Exceptions

11.4.1. The obligations of confidentiality shall not apply to information that:

- Is already known to the receiving party prior to its disclosure by the disclosing party and was not obtained under a duty of confidentiality.
- Becomes publicly known through no fault of the receiving party.
- Is independently developed by the receiving party without reference to or use of the disclosing party's confidential information.
- Is disclosed to comply with applicable laws or regulations, provided that the receiving party gives prompt notice to the disclosing party to enable them to seek a protective order or other appropriate remedy.

11.5. Duration

12.5.1. The obligations of confidentiality shall survive the termination or expiration of this MOU and shall continue for a period as specified herein or as required by applicable law.

Article 12: Intellectual Property rights

13.1. Ownership

12.1.1. Each party acknowledges and agrees that all intellectual property rights, including but not limited to logos, names, trademarks, and any associated tools, documents, or services, are and shall remain the exclusive property of the respective owning party.

12.2. Use of Intellectual Property

12.2.1. Neither party shall use the trademarks, logos, or any other distinctive signs of the other party without prior written authorization from the owning party.

12.2.2. Any authorized use of the intellectual property of one party by the other party shall be conducted strictly in accordance with the terms and conditions agreed upon in writing between the parties.

12.3. Protection and Enforcement

12.3.1. Each party agrees to take reasonable steps to protect and enforce its intellectual property rights against unauthorized use, infringement, or misuse by third parties.

12.4. Cooperation

12.4.1. The parties may collaborate on mutually agreed uses of intellectual property rights for the purposes of promoting and implementing activities under this MOU. Such uses shall be specified in writing and may include joint marketing, publications, or educational materials.

12.5. Assignment

12.5.1. Neither party shall assign, transfer, or sublicense its intellectual property rights under this MOU without the prior written consent of the other party, except as provided herein.

12.6. Liability

12.6.1. Each party shall indemnify, defend, and hold harmless the other party from and against any claims, damages, liabilities, costs, and expenses arising out of or relating to the misuse or unauthorized use of its intellectual property by the indemnifying party.

12.7. Duration

12.7.1. The obligations regarding intellectual property rights set forth in this Article shall survive the termination or expiration of this MOU for a period as specified herein or as required by applicable law.

Article 13: Miscellaneous

13.1. The present MOU constitutes a collaboration agreement between the Pakistan Optometric Society (POS) and the Vision Care Association in Lebanon (VCA). Each party acknowledges and agrees that they are independent entities and shall remain so throughout the duration of this agreement.

13.2. Neither POS nor VCA shall have the authority, express or implied, to engage, obligate, or bind the other party in any manner whatsoever, nor to enter into contracts or agreements in the name or on behalf of the other party, unless expressly authorized in writing.

13.3. This MOU does not create a partnership, joint venture, agency, or any similar relationship between POS and VCA. Each party retains full control and authority over its operations, decisions, and activities independent of the other.

13.4. Nothing in this agreement shall be construed as granting a power of attorney from one party to the other, nor shall it create any legal obligations beyond those expressly stated herein.

13.5. Each party agrees to conduct its activities in accordance with applicable laws, regulations, and ethical standards, and to cooperate in good faith to achieve the objectives outlined in this MOU.

13.6. Any disputes arising out of or in connection with this MOU shall be resolved through amicable negotiations between the parties. If the dispute cannot be resolved amicably within [insert number] days, either party may pursue remedies available under applicable law.

13.7. This Article 14, along with the entirety of this MOU, represents the understanding and agreement between POS and VCA with respect to their collaboration, superseding any prior agreements, understandings, or discussions, whether written or oral, relating to the subject matter herein.

Article 14: Publication of the Agreement

14.1. The parties agree to promote and publicize the signing of this Memorandum of Understanding (MOU) through appropriate channels to enhance awareness and visibility of their collaboration.

14.2. Upon execution of this MOU, POS and VCA shall jointly issue a press release announcing the establishment of their collaborative partnership. The press release shall highlight the objectives, scope, and potential benefits of the collaboration, aiming to inform stakeholders, members, and the general public about the initiatives and activities envisaged under this agreement.

14.3. The parties shall utilize their respective official websites, social media platforms, and other relevant communication channels to disseminate information about the MOU. This includes posting updates, success stories, and outcomes resulting from joint activities conducted under the agreement.

14.4. POS and VCA may also collaborate on producing promotional materials, such as brochures, newsletters, and articles for publication in professional journals or industry publications. These materials will serve to further educate and engage their respective audiences about the shared goals and achievements of their partnership.

14.5. Both parties agree to coordinate closely on the content and timing of public announcements and publications related to the MOU to ensure consistency and alignment with their strategic objectives.

Two original copies were signed.

Signed in JW Marriott, Muscat, Oman

Signed in JW Marriott, Muscat, Oman

Date: November 30, 2024

Date: November 30, 2024

For Vision Care Association

For Pakistan Optometric Society

The President

Director

Mr. Ameer Abou Adela

Mr. Muhammad Faisal

Witness:

1. Mr. Aamer Niazi

2. Mrs. Rana Diab