



# Agreement for Establishment of National Freelance Training Centers

This Service Level Agreement is made on 7<sup>th</sup> day of April 2021;

By and Between

Punjab Information Technology Board (PITB), an autonomous body established under the Punjab Information Technology Board Ordinance, 1999, acting through Chairman having its principal place of business at Head Office, 11<sup>th</sup> Floor, Arfa Software Technology Park, 346-Ferozepur Road, Lahore. Hereinafter called as "Party A".

;"  
"University of Azad Jammu and Kashmir (UJK), Muzaffarabad" is an independent public sector institute of Pakistan, offering quality teaching and research in various disciplines. Hereinafter called as "Party B".

And

"Azad Jammu and Kashmir Information Technology Board (AJK-ITB)" is a public sector organization established under provincial government for promotion of Information Technology in public and private sector of said province. Hereinafter called as "Party C".

Whereas Party A and Party B" shall be individually referred to as the "Party" and collectively as the "Parties".

## 1. DEFINITIONS:

In the agreement, the following terms shall have meanings ascribed thereto below:

"Agreement" means an arrangement between PITB, "Party B" and "Party C" for launching National Freelance Training Centers.

- i. "PITB" means Punjab Information Technology Board.
- ii. "Project" means National Freelance Training Program.
- iii. "Working Day" means NFTP center is operational during university's business hours.

MOJ  
BITB File

Received on  
29.4.2021



- iv. "Lab" means National Freelance Training Center.
- v. "Renovation" means branding of walls, wiring, furniture and repair of wear & tear as needed.
- vi. "Written" means approval on an email, letter, proposal etc. by competent authority.

## 2. PROJECT DETAIL:

National Freelance Training Program is a project sponsored by Ministry of Information Technology & Telecommunication and being executed by Punjab Information Technology Board. Through this initiative Government of Pakistan will provide training opportunities to youth in order to empower unemployed youth and create self-employment opportunities. NFTP aims to establish twenty (20) centers across Pakistan to provide training of freelancing.

## 3. SCOPE OF AGREEMENT:

National Freelance Training Program aims to empower unemployed youth by providing out of work graduates and students with necessary means to earn an honorable income online. This will be achieved through hands on training on international freelancing platforms such as Fiverr, Upwork etc. by partnering with public institutions and organizations that share the same vision.

This tripartite Agreement is being entered between (Party A, Party B and Party C) based on infrastructure available at Party B's premises.

NOW, Therefore, further elaborating on the individual goals and mutual benefits, the Parties agree to abide by following terms and conditions for the establishment of NFTP centers:

## 4. GENERAL TERMS AND CONDITIONS

- i. This agreement is valid till June 2023
- ii. Any amendment to this agreement must be with written consent of all Parties and relevant stakeholders, if needed.
- iii. The parties here agree to create awareness of National Freelance Training Program in the University and its suburbs.
- iv. The Parties may execute this agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument.



## 5. ROLES AND RESPONSIBILITIES OF THE PARTIES

Subjected to the clause 5 of this agreement, the roles and responsibilities of the parties are as follow;

“Party A” shall:

- i. Act as the executive body for administrative purposes.
- ii. Provide content and curriculum for training/workshops to be held at National Freelance Training Program Centers.
- iii. Design and execute entire admission process of inducting candidates (trainees) in National Freelance Training Program.
- iv. Selection criteria for university students and other potential candidates are as follows:

a. **Partner University Candidates:**

- i. Candidate must be enrolled at Partner Institute to be eligible to apply.
- ii. Candidate will apply through web portal developed & managed by Party A.
- iii. There will be no age limit barring the candidates enrolled at Partner Institutes.
- iv. There will be no limit on educational qualifications for candidates enrolled at Partner Institutes.
- v. It is encouraged that 50% students enrolled in the batch must be from Partner University for better capacity building of partner institute

b. **Regular (Outsider) Candidate:**

- i. Candidate does not necessarily need to be enrolled at Partner Institute.
- ii. Candidate will apply through web portal developed and managed by Party A.
- iii. Candidate must have at least 14 years of education.
- iv. Candidate must be between 18 to 40 years of age.
- v. Create and manage website, portal & social media for National Freelance Training Program.
- vi. Manage advertisement and print media awareness campaigns for National Freelance Training Program.
- vii. Conduct initial screening of trainers and recommend them to Party B as per merit
- viii. Conduct Training of the trainer (TOT) sessions.



- ix. Transfer training fee subsidy up to Rs. 11,150/-. The sponsorship money will be transferred lump sum for entire batch in advance to Party B for each cohort to assist the partners for preparation and development of centres. The transfership amount to be transferred will be done as follows:

Sponsorship for One (1) graduate	Rs, 11,150
Sponsorship for one (1) Centre annually	Up to 525 graduates
Sponsorship before each cohort to be paid in advance	Up to 300 candidates

- Reconciliation of funds will be carried out between Party B and Party A after completion of one cohort and before start of subsequent cohort according to number of candidates graduated in completed cohort. Transparent verification mechanism will be followed for reconciliation of sponsorship money including attendance records of trainees, graduate list etc. A document checklist is annexed for the verification mechanism to be followed at Annexure-A.
- x. Monitor & Evaluate training quality throughout the batch via multiple processes including but not limited to remotely monitoring each National Freelance Training Center and take periodic feedback of trainees as and when required.
- xi. Design and manage screening process of trainers for all domains. Ensure that top freelancers preferably registered with SBP will be considered on priority as trainers to be hired for this program.
- xii. Party A shall transfer the sponsorship money to "Party B" (as per criteria mentioned in point "ix") for online trainings conducted by Party B using their own software and hardware resources in unforeseen circumstances where physical training is not possible.

**"Party B" shall:**

- i. Provide access to Computer Lab/Center for National Freelance Training Program with capacity of at least 50 students. The lab will be made available during training hours as mutually agreed between both parties.
- ii. Assist in conducting training at mutually selected premises which will remain under supervision of "Party B".



- iii. Manage training schedule of NFTP training in liaison of university's academic calendar.
- iv. Ensure that at least 50% of students enrolled are graduated.
- v. Will collect fee from trainees excluding the subsidy as discussed and agreed with PITB. Separate Accounts/logs for the fee collected from students will be maintained. A breakup of costs is explained in detail below:

Sr. No	Particulars	Amount
1	Government subsidy (per graduate)	PKR 11,150 ✓
2	Maximum fee that can be charged from student by the partner institute for complete training batch	Up to PKR 4,000 ✓

- vi. Ensure successful completion of three (3) training batches per year. Some examples of modules that will be taught are as follows:
  - Technical Module
  - Digital & Content Marketing (Non-Technical) Module
  - Creative Design Module
- vii. Provide necessary IT equipment including but not limited to laptops, printers, scanners etc. and furniture for trainees which will remain property of "Party B". A facilities checklist is attached at Annexure B.
- viii. Bear all relevant CAPEX and OPEX costs and ensure that regular training is never discontinued due to financial matters.
- ix. Hire and pay market competitive salary to trainers. In case of unavailability of trainer for a specific domain in the region, Party B will hire and pay online trainer resource and will conduct online training in that domain. The rest of domains can be conducted as per actual (physical training).
- x. Disseminate relevant information about the program and location map of center at University and other necessary information on the website of the "Party B".
- xi. Provide continuous power supply and power back up to National Freelance Training Center for duration of training.
- xii. Conduct orientations, occasional sessions/meetups and awareness sessions during training and share details of such trainings with title and frequency with PITB.
- xiii. Provide access mechanism to the enrolled candidates/ trainees and trainers for their security clearance at the University & NFTP.



- xiv. Maintain records of all registered students, fee details, attendance and earnings. All these records will be shared with "Party A" after verification. Weekly attendance must be shared with "Party A".
- xv. "Party B" will be responsible for replacing the names of the students leaving the course within two-three weeks after it gets started. No replacement of students will be entertained after lapse of above-mentioned time. The student selected/proposed for replacement will be chosen out of the merit list strictly from portal developed and maintained by "Party A".
- xvi. Ensure that each trainee has to undertake a rigorous exam on domain knowledge in order to be considered as graduate.
- xvii. Provide all administrative support and space for official stays to "Party A" management when & where required on need basis.
- xviii. Provide high speed internet facility as per capacity of the center.
- xix. Provide facility and support during Audit / Evaluation of the National Freelance Training Program.
- xx. In case of lockdowns due to any unforeseen circumstances included but not limited to COVID-19, Party B shall conduct trainings online using the Learning Management Systems and in-house software and applications of their own. Similarly, such facilities will be made available to trainers to conduct these trainings online remotely or through video conferencing studios/software available within university.

**"Party C" shall:**

- i. Identify locations with mutual consent.
- ii. Visit the center for Monitoring and Evaluation of the performance of center.
- iii. KPITB can cancel the contract with partner institute and change the location of center based on performance and requirements with mutual consent of PITB.
- iv. Act in supporting capacity to Party A and Party B, in implementing National Freelance Training Program.
- v. Provide logistical support to Party A for carrying out awareness activities in their respective provinces with prior written request.
- vi. Will carry out assessment, monitoring and evaluation of the party B and advise on the short-comings.



## 6. TERMS OF TERMINATION

- i. The agreement shall remain in force till project life commencing from the above date and may be renewed thereafter for such period or periods as may be agreed by the Parties.
- ii. At any time before the expiry of the agreement, the Parties may renew/ amend/ extend the agreement for such period or periods that have been agreed and with such modifications as may be agreed upon between the parties. However, such agreement shall not be terminated without giving thirty days prior notice by either party however, "Party B" must ensure successful completion of current batch.

## 7. FORCE MAJEURE

If for reasons of Force Majeure, provision or continuation of any of the services under the agreement becomes impracticable, the Parties may agree to extend the duration of the agreement for the period during which Force Majeure events persist. For the duration of such period temporary or alternate modes for the transmittal of date and of transfer of funds would be agreed between the Parties. Force Majeure is not limited to acts of God but shall include war, riots, hostilities, revolutions, civil commotions, strikes, epidemics, accidents, fire, floods, earthquakes, explosions, blockades and any other cause not within the reasonable control of either party. Any Party relying on Force Majeure shall promptly notify the other Party of such event within forty-eight hours of the first occurrence specifying nature of the event and the way performance is affected. Failure of electricity, failure of computer hardware and software shall not be considered as Force Majeure.

## 8. WAIVER

The failure of either party to exercise any of its rights hereunder or to insist upon the strict compliance with the terms and conditions hereof by the other party shall not constitute a waiver of any rights under the agreement, including the right at any time to require strict compliance with all terms and conditions.

## 9. SEVERABILITY

Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and either party may re-negotiate the terms affected by the severance.



## 10. GOVERNING LAW

The agreement shall be governed by and construed in accordance with the Laws of the Islamic Republic of Pakistan.

## 11. NOTICES/COMMUNICATION

i. All notices or communications (hereinafter referred to as the "Notices" permitted or required to be made under the agreement shall be in writing; properly addressed to the party concerned at the addresses mentioned in clause 11(ii) below.

ii. Addresses of the parties for the purpose of Notices are as follows:

a) Party A:

- Mr. Chaudhry Ahmad Islam Syan

Senior Program Manager  
Punjab Information Technology Board  
Arfa Software Technology Park, 346-B, Ferozpur Road, Lahore

b) Party B:

- Director Office of Research & Commercialization (ORIC)

University of Azad Jammu & Kashmir, Muzaffarabad

c) "Party C:

- Mr. Asim Khan

Director-IT  
Azad Jammu & Kashmir Information Technology Board





## 12. CONFIDENTIALITY

Subject to the Right of Access to Information Act 2017, each Party for itself and its assignees, transferees and successors in title hereby expressly undertakes and covenants with other Party to keep in strict confidence any information obtained from other party of whatsoever nature which relates in any manner to agreement. No Party shall disclose other than to each other or to their respective representatives, or to their duly authorized employees or as required by legal process, any such information. Curriculum is property of PITB and cannot be refined, copied or edited without prior approval of PITB.

## 13. WARRANTIES

Each of Parties hereby furnishes warranty to the other that it has the power and authority to enter into the agreement, perform its obligations and has obtained necessary approvals from the concerned authorities to do so; and the obligations hereunder are enforceable against it in accordance with the terms of the agreement.

## 14. ENTIRE AGREEMENT

The agreement and its enclosures represent the entire agreement among Parties relating to the subject matter hereof and supersede all prior communications relating thereto, oral or written if any. The Parties shall have right to modify/amend/add/delete the provisions of the agreement and its enclosures, by written consent and such changes when introduced in writing shall form an integral part of the agreement and its enclosures.

## 15. DISPUTE RESOLUTION

The Parties shall make best possible efforts to settle amicably all disputes arising out of or in connection with the agreement. Any dispute, difference or disagreement between the Parties as to any matters arising pursuant to the agreement, if not resolvable amicably, shall be referred to the Arbitration with the "Party A", "Party B" & "Party C" in accordance with provisions of Arbitration Act, 1940. The place for arbitration shall be Lahore Pakistan.



16. ACCOUNT DETAILS:

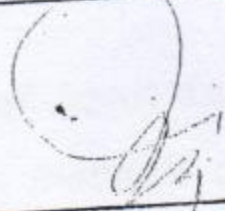
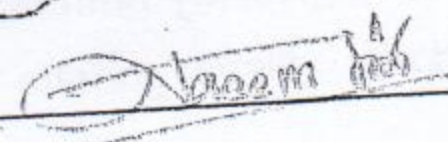
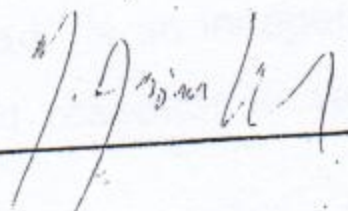
The "Party B" must provide following account details for the transfer of sponsor money:

Account Title: UAFK Grant in aid

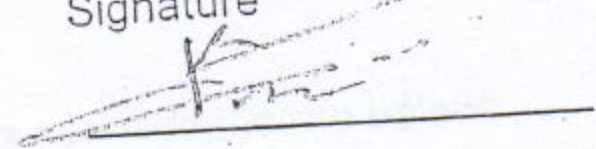
Account Number: 0015540000113401

Branch Code: 1554 Branch Address: HRU University, Baramulla

IN WITNESS WHEREOF, the Parties hereto have signed the agreement, on the day, month and year first mentioned above.

<u>On Behalf of Party A</u>	<u>On Behalf of Party B</u>	<u>On Behalf of Party C</u>
		
Name: <u>Sajid Latif</u> Director General e-Governance, PITB	Name: <u>Dr. M. Naeem Ahmad</u> <u>Director ORIC</u> University of Azad Jammu & Kashmir	Name: <u>MUHAMMAD ASIM KHAN</u> <u>Director IT</u> AJK-ITB
Date: <u>07/04/2021</u>	Date: <u>7-4-2021</u>	Date: <u>8/4/2021</u>

Witnesses:

Name	Designation	Signature
1. <u>Ahmad Ishaq</u>	<u>SPM</u>	
2. <u>Dr. Saiqa Andleeb</u>	<u>Manager Research</u>	
3. <u>Nadeem Taj</u>	<u>DDirector Operation ORIC</u>	