



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNIVERSITY OF AZAD JAMMU AND KASHMIR  
AND  
PUNJAB INFORMATION TECHNOLOGY BOARD, LAHORE**

THIS MEMORANDUM OF UNDERSTANDING (the "MoU") is made at \_\_\_\_\_ on this \_\_\_\_\_ day of, 2021 by and

**BETWEEN**

Punjab Information Technology Board, Lahore, having its Office at 11th Floor, Arfa Software Technology Park, 346-B, Ferozpur Road, Lahore, acting through its Chairman (hereinafter referred to as "PITB" which expression shall, where the context so admits, mean and include its successors-in-interest, nominee, legal representatives, administrators, and permitted assigns) hereinafter called as Party A;

University of Azad Jammu and Kashmir ("UAJ&K") is an emerging public sector University of Pakistan, offering quality teaching and research in various disciplines hereinafter called Party B.

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

**WHEREAS**

- A. "MoU" means this Memorandum of Understanding between University of Azad Jammu and Kashmir and PITB, for launching of National incubation Center.
- B. "PITB" means Punjab Information Technology Board.
- C. "Project" means the National incubation Center
- D. "Working Day" means 24/7 National incubation Center is Operational except government announced Public Holidays with written notification of as per by mutual agreement.
- E. "Incubation Center" means National incubation center.
- F. "Renovation" means Branding of walls, wiring of space and the wear and tears when and where needed.

*[Signature]*  
26.2.2021

G. "Written" means approval on an email, letter, proposal etc.

H. "Technology Incubator" means National incubation center being operated at Party B premises.

NOW, THEREFORE, further elaborating on the individual goals and mutual benefits, the Parties agree to abide by the following terms and conditions for the establishment of National incubation Centers:

**Article 1. PURPOSE**

To document and agree upon terms, conditions and respective responsibilities of the Joint Partnership for Technology Incubator is stated herein.

Parties to this MoU agree to mutually share the expertise, knowledge, resources, cooperation, assistance and services pertaining to the successful execution of the purpose mentioned herein.

**Article 2. OBJECTIVES**

The Technology Incubator Project is designed to accelerate the successful development of business startups through an array of business support resources and services, developed and orchestrated by the incubator management and offered both in-house and through a network of contacts.

**Article 3. SCOPE**

Incubators would be working closely alongside universities. These universities would be providing rent free space for the incubator and the platform for students to orchestrate innovation and in return incubator would promote University with marketing.

**Article 4. RESPONSIBILITIES OF PARTY A**

- a) Act as the executive body for administrative purposes and will manage the Incubator, as per specs, allotted by Party "B" to Party "A".
- b) Execute the content and operations of activities to be held at National incubation Centers.
- c) Design and execute the entire process of Incubation Center.
- d) Provide the required staff to manage Incubation Center being operated in National incubation Center.
- e) Provide the Mentors, Trainers and the curriculum for the Incubation Center.
- f) Provide necessary IT equipment as per PC-1 for National incubation Center including but not limited to laptops, printers, scanners etc. which will remain the property of "Party A".

g) Transfer budget of Rs.2 Million during the tenure of 3 years and monthly amount of maximum, 30,000/- for Utilities and 80,000/- for the Internet, to "Party B" paid on quarterly basis against original bills. After complete utilization of previously issued funds as per prescribed rules/ provision of PC-1 duly approved by PDWP whenever available according to the government rule.

h) Provide hardware items like Projector, IP Cameras and Biometric device.

i) Provided that, Party A may, at any time, withdraw the payment if it is of the opinion that the funds disbursed by it to Party B are not being used in accordance with the terms of this MOU.

**Article 5. RESPONSIBILITIES OF PARTY B**

a) Provide incubator access to "Party A" of a dedicated Space which will remain open 24/7 excluding public holidays in order to provide office space to the startups.

b) Provide assistance in conducting training in mutually selected premises which shall be handed over to the "Party A" in the "Party B" premises to execute the Program.

c) Will ensure the availability of Internet and electricity and pay the bills which will be reimbursed quarterly by "Party A" as per article 4-clause (g).

d) Will disseminate relevant information about the Programme and location Map of the center in the University and other necessary information on the website of the "Party B".

e) Will support by providing physical space, seminar room, auditorium etc. to conduct orientations and occasional sessions/meet-ups by a mutual written understanding of both parties.

f) Provide all necessary arrangements of security for the National incubation Center and also inform legal authorities to ensure Law & Order in case of emergency and unforeseen circumstances.

g) Provide janitorial services for the National incubation Center where and when required.

h) Provide Access mechanism to the enrolled Startups and "Party A"s Staff for their security clearance at the University.

i) Provide Pick & Drop services, if available, to the Incubatees incubated at National incubation Center during the tenure.

- j) Provide all administrative support to "Party A" management when & where required on need basis.
- k) Responsibility to share all supporting documents and book of accounts against the expenditure of Rs. 2 Million transferred by "Party A" quarterly basis or on need basis of "Party A".
- l) Provide maintenance of Party A's furniture & equipment which will remain the property of Party A and also responsible for the theft or any damage to National incubation Center premises.
- m) Shall use the budget of Rs. 2 Million transferred by Party A according to the government rule, which will be used for taking measures that includes but is not limited to the following and must be in written consent of all the Parties:
- i. Necessary expenditures for renovation, maintenance, wiring of the space by a mutual written understanding of both parties.
  - ii. Electricity and subsequent Bills along with a power back up like a Sub-Meter, Generator, POL etc.
  - iii. Facility of IP Phone/Landline with maximum bill limit of Rs. 2500/month and will be reimbursed biannually.
  - iv. Facility of internet/internet backup when & where required on a need basis.
  - v. Provide hardware items (AC equipment and Services, Sound System, Water Dispenser, Access Points/Routers/Networking device with accessories etc.) and stationery items for daily operational tasks of center when & where required.
  - vi. Provide printing material for orientations and occasional meet ups in "Party B" premises.
  - vii. Access mechanism for the enrolled trainees, Trainers and Party A's Staff for the entry and exit in the representative University.
  - viii. Security Guards along with the other security arrangements.
  - ix. Operational expenditure of clean drinking water to be used in water dispenser.
  - x. Necessary refreshment (cup of tea) twice a day for the Party A's staff.
  - xi. Janitorial services for the Lab when & where required.
- n) Provide maintenance and renovation facility in between session when and where required.

o) Provide space, if available, for official visits of "Party A" at University premises, on the written request of "Party A" beforehand, or else facilitate lodging of "Party A" according to available resources.

**Article 6. AMMENDMENTS**

This MOU shall be modified or amended only through signed documentation mutually agreed upon by the Parties.

**Article 7. CORRESPONDANCE/NOTICES**

All correspondence/notices to be given by any of the Parties hereto to the other pursuant to the provision of this MoU shall be in writing and shall be sent by registered post, hand delivery or facsimile to the address of the Parties set out below or to such other address, or fax number as may from time to time be notified in writing by either of the Parties to the other.

Party A:

"Punjab Information Technology Board"

Arfa Software Technology Park, 346-B, Ferozpur Road, Lahore

Party B:

"University of Azad Jammu and Kashmir"

**Article 8. ENTIRETY OF THE AGREEMENT**

This MoU, consists of \_\_\_ pages, represents the entire and broader parameters of the agreement between the parties.

**Article 9. SEVERABILITY**

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

**Article 10. GOVERNING LAW**

This MoU shall be governed by and construed in accordance with the Laws of the Islamic Republic of Pakistan and the Courts at Lahore shall have exclusive jurisdiction.

**Article 11. DURATION**

The MoU shall be effective from the date of signing of both the parties mentioned in this document and initially may remain in force for a period of \_\_\_\_\_. Thereafter, it shall be renewed upon agreement of both parties.

Article 12. **TERMINATION**

The MoU shall take effect from the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ . The MoU 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 mutually in writing by the Parties. At any time before the expiry of the MoU, the Parties may amend/ extend the MoU for such period or periods that have been agreed in this document and with such modifications as may be agreed upon between the parties. However, such agreement shall not be terminated for the entire duration of project.

Article 13. **DISPUTE RESOLUTION**

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

The place for arbitration shall be Lahore.

Article 14. **FORCE MAJEURE**

If for reasons of Force Majeure, provision or continuation of any of the services under the MoU becomes impracticable, the Parties may agree to extend the duration of the MoU for the period during which Force Majeure events persist. Force Majeure is not limited to acts of God but shall include war, riots, hostilities, revolutions, civil commotions, strikes, epidemics, pandemics, lockdowns, curfews, 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 manner in which performance is affected. Failure of electricity, failure of computer hardware and software shall not be considered as Force Majeure

Article 15. **CONFIDENTIALITY**

Subject to the Punjab Transparency and Right to Information Act 2013, each Party for itself and its assignees, transferees and successors in title hereby expressly undertakes and covenants with the other Party to keep in strict confidence any information obtained from the other party of whatsoever nature which relates in any manner to the MoU. 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.

Article 16. INTELLECTUAL PROPERTY RIGHTS

(a) Notwithstanding anything to the contrary contained in this MoU, Party A's Incubatees / Startups (the "Incubatees /Startups") shall have and retain all and full ownership, rights, titles, and interests in and to all trademarks, copyrights, patents, designs, trade secrets, know-how (the "Intellectual Property Rights") in all works developed, expressed, demonstrated, shared, or otherwise displayed or presented by them during the course their incubation (the "Works"). Party B acknowledges that it and its owners, management, faculty, employees, students, affiliates, agents, advisors, and other representatives shall obtain only a limited right to access certain Intellectual Property Rights of Party A in accordance with the terms of this MoU and otherwise set forth by Party A. However, no ownership, legal or intellectual property rights whatsoever to the Works are being conveyed, transferred, or assigned to Party B under this MoU or otherwise.

(b) Without prejudice to the foregoing, except for the limited warranties set forth in this MOU, Party A makes no warranty regarding the Works, including without limitation, warranties of accuracy, reliability, non-infringement and up to dateness of the Works.

(c) Nothing in this MOU shall be construed as a sale, conveyance, assignment, or transfer or a promise to sell, convey, assign, or transfer any ownership of or Intellectual Property Rights in the Works developed by the Incubatees/Startups to Party B. The Incubatees/Startups shall have no obligations towards Party B except for those expressly set forth in this MOU.

(d) Party B shall neither seek, claim, or demand or have any rights of co-ownership, equity, or shareholding in the Incubatees/Startups or the Works.

Article 17. GOOD FAITH

The Parties undertake to act in good faith with respect to each other's right under the MoU and to adopt all reasonable measures to ensure the realization of the objectives of the MoU.

Article 18. Account Details

The "Party B" has to provide following account details for the transfer of Funds:

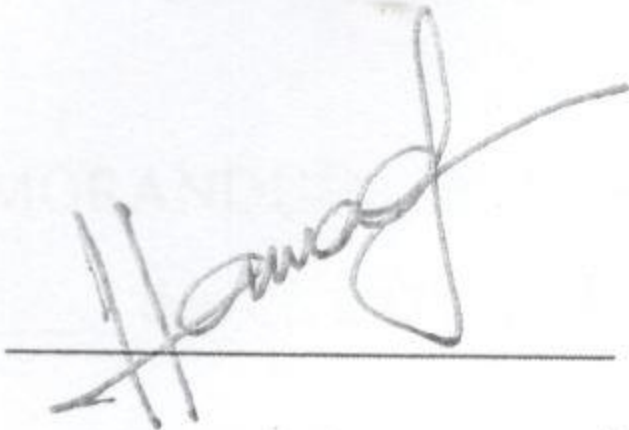
Account Title: Uni of AJK Grant in Aid Account Number: 15540000113401 Branch Code: 1554 Branch Address: HBL, University Branch, CMH Road, Muzaffarabad, Azad Kashmir

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

SIGNED BY:

Party-A

Party-B



Name: HAMMAAD BIN ABDU KARIQUR

Name: Dr. Muhammad Naeem Ahmed

CNIC:

CNIC:- 82101-6766078-9

Designation:

Designation: Director ORIC


Punjab Information Technology Board,  
Lahore

The University of Azad Jammu & Kashmir,  
Muzaffarabad

Dated: 26-2-2021.

Dated: 26-02-2021.

WITNESSES

Name	Designation	Signature
1. <u>Rabeel Malik</u>	<u>PM (Ops)</u>	
2. <u>Dr. Saigra Anleed</u>	<u>Assistant Professor</u>	