

INTENT OF COOPERATION (IOC)

BETWEEN

SPECIAL COMMUNICATIONS ORGANIZATION (SCO)

AND

UNIVERSITY OF AZAD JAMMU & KASHMIR (UJK)



*******INTENT OF COOPERATION*******

This Intent of Cooperation ("IoC") is made and entered into at Muzaffarabad on October 12, 2020 (the "Effective Date") for mutual cooperation for establishing Information Technology (IT) Park and Incubation Centre (IC) in UAJK, Muzaffarabad.

By and Between:

University of Azad Jammu and Kashmir, a Public Sector University registered office at Muzaffarabad, (hereinafter referred to as "**UAJK**" which expression shall be deemed to include its successors-in-interest and assigns) through its authorized representative of the First Part;

And

Special Communication Organization SCO having its registered office at Qasim Road Rawalpindi (hereinafter referred to as "**SCO**" which expression, where the context so permits mean and include its all successors-in-interest and permitted assigns) through its authorized representative of the Second Part, UAJK and SCO shall hereinafter be referred to individually as a "Party" and collectively as the "Parties"

WHERE AS:

1. SCO is a Government Organization providing Telecom Services in Azad Jammu and Kashmir, Gilgit Baltistan and for CPEC under Section 40 of Pakistan Telecom Re-organization Act 1996 in accordance with the term of its licenses issued under PTA.

IOC BETWEEN SCO AND UAJK



2. Upon the basis of the representations and warranties, Parties wish to collaborate in accordance with the terms and conditions of this IoC.

Now, Therefore, in consideration of the mutual covenants and promises contained herein, the sufficiency of which is acknowledged by the Parties, this IoC witnesses as under: -

- a. **PURPOSE.** To chalk out cooperation understanding for establishing IT park and IC; and any other domain of mutual interest to achieve the following objectives: -
- (1) Identify and workout likely cooperation and beneficial areas of mutual interest which may be referred as Projects from time to time. Agreements for each will be signed, separately.
 - (2) This IoC has been executed to set out the broad terms of understanding entered between the Parties to facilitate the Purpose and consequently the Projects.
 - (3) Both Parties agree that they shall, in good faith, liaise fully and openly with each other with respect to all matters.
 - (4) No release shall be made to the news media or to the general public relating to this IoC without the prior written approval of both the Parties.
 - (5) SCO will treat UAJK as partner, UAJK will address the requirement of SCO for understanding presence in AJ&K.
 - (6) The IoC shall remain valid for a period of **ten (10) years** from the effective date, whereupon, the Parties shall enter into a definitive agreement on identified/ agreed projects or renew the same IoC with mutual consent for any future terms/ periods.
 - (7) UAJK will provide requisite place within its campus for establishing IT park under the ambit of Pakistan Software



Export Board (PSEB) with following terms and conditions for both parties:-

- a. Second floor of existing building of Department of Computer Science (CS) at City Campus, UAJK will be provided to SCO for establishing IT park with requisite changes required for its operations.
 - b. Wherever possible, segregated halls/ offices for male and female incubates will be made.
 - c. The space will be utilized by regional software companies to create cluster effect for software industry under supervision of PSEB.
 - d. Rent and/OR business share agreement between UAJK and individual respective tenant(s) (software companies) shall be signed with PSEB and SCO as witnesses.
 - e. Administrative control of the IT park will remain with SCO. Maintenance of the facility and infrastructure will be ensured by SCO.
 - f. Technical control of IT park will remain with PSEB.
 - g. SCO will ensure delivery of monthly rental (as decided between 2 parties) to UAJK.
 - h. The monthly payment of the utility bills will be the responsibility of SCO.
 - i. SCO will ensure physical security (in plain clothes) of the facility through requisite measures.
 - j. Funding for necessary renovation/ uplifting of infrastructure will be managed by SCO.
- (8) UAJK will provide requisite place within any suitable campus for establishing IC with following terms and conditions for both parties: -
- a. Requisite space will be provided by UAJK in City

IOC BETWEEN SCO AND UAJK



Campus, Muzaffarabad. However, separate agreements may be worked upon for other campuses in future.

- b. Initial establishment and annual recurrent cost for operating the IC will be managed by SCO through public/private sector (Punjab IT board through knowledge economy task force fund).
 - c. Business development/ modeling for IC will be carried out by both parties/ third party (if deemed necessary).
 - d. Curriculum regime/ mentoring for incubates will be mutually decided and derived by both parties.
- (9) SCO will award DG SCO gold medal to best performing student of UAJK in the field of IT/ Telecom disciplines along with cash amount of Rs 25,000/-.
- (10) SCO will offer special corporate packages for UAJK staff and students in all services it offers.

b. **General Conditions.**

- (1) Each party shall have the right to terminate the loC without assigning any reason within 30 days prior notice.
- (2) Each party shall carryout this loC in the spirit of mutual cooperation and good faith and shall seek to resolve amicably any dispute(s) arising between the parties.
- (3) No amendment or other variation of loC shall be effective unless it is in writing and signed by both the parties.
- (4) This loC shall be governed and constructed in accordance with the substantive and produced laws of the Islamic Republic of Pakistan.
- (5) This loC shall be not be interpreted or constructed to create an employer-employer relationship, or an association, joint venture, partnership or special agency between the parties or imposes any partnership obligation or liability upon either party.

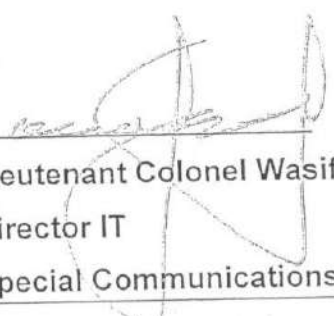
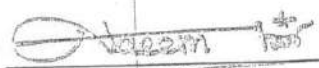
IOC BETWEEN SCO AND UAJK



(6) This IoC does not create or give rise to any legal binding obligations, or imposes any liability on either party.

Both parties agree to set up teams to identify the projects of mutual interest and way forward.

In witness where of the parties have set their hands below on the date first above written.

 Lieutenant Colonel Wasif Rehman Director IT Special Communications Organization	 Dr. Muhammad Naeem Ahmed Director ORIC University of Azad Jammu & Kashmir
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Witnesses:

 Brigadier Maqbool Ahmed Deputy Director General 33105-7601813-3 Special Communications Organization	 Dr. Khawaja Ansar Yasin Director Planning & Development 82203-1173628-5 University of Azad Jammu & Kashmir
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