



PUNJAB INFORMATION TECHNOLOGY BOARD

Government of the Punjab
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Ref No: PITB/Admin/173
Date: 12 April, 2019

To,
Vice Chancellor,
Khawaja Fareed University of Engineering and Information Technology,
Rahim Yar Khan, Pakistan.

**SUBJECT: SUBMISSION OF SIGNED COPY OF MOU BETWEEN PITB AND
KHAWAJA FAREED UNIVERSITY OF ENGINEERING AND INFORMATION
TECHNOLOGY, RAHIM YAR KHAN REGARDING E-ROZGAAR CENTERS**

Sir,

With respect to the subject cited above, signed copy of MoU for KFUEIT is attached with this letter for the record of university. Looking forward to the collaboration of both organizations as it will play an important role in empowerment of youth of the region.

I would like to express my gratitude to your worthy office for supporting in this regard.

Regards,

Ejaz Farooq
Assistant Program Manager

CC:

1. Chairman PITB
2. DG(e-Governance), PITB
3. Director(EED), PITB
4. Program Manager e-Rozgaar
5. Registrar KFUEIT Rahim Yar Khan
6. Director IT KFUEIT Rahim Yar Khan
7. e-Rozgaar Team, PITB

Copy to

1. Registrar (For record)
2. Director (ICT) (For new action)

Atther Mahboob
19.4.19

Memorandum of Understanding / Agreement

For Establishment of e-Rozgaar Centers

This Service Level Agreement (hereinafter referred to as the "**MoU**") is made at ARFA Software Technology Park, on 20th day of December 2018;

By & BETWEEN;

Punjab Information Technology Board (PITB), a corporate body established under the Punjab Information Technology Board Ordinance, 1999, acting through Chairman having its principal place of business at Head Office, 11th Floor, Arfa Software Technology Park, 346-Ferozepur Road, Lahore. Herein, after called as "**Party A**".

AND

Youth Affairs, Sports, Archaeology & Tourism (YASA&T), a department established in October 2011 comprising on Ministry of Youth Affairs & Sports was created having its principal place of business at Punjab Stadium, Gulberg III Lahore. Herein, after called as "**Party B**".

AND

"Khawaja Fareed University of Engineering and Information Technology, Rahim Yar Khan Campus" is an emerging public sector University of Pakistan, offering quality teaching and research in various disciplines. Herein, after called as "**Party C**".

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

1. DEFINITIONS: In the MoU, the following terms shall have meanings ascribed thereto below:

- a. "**MoU**" means the memorandum of understanding between Khawaja Fareed University of Engineering and Information Technology, Rahim Yar Khan Campus, Youth Affairs, Sports, Archaeology & Tourism (YASA&T), and PITB for the launching of the e-Rozgaar project;
- b. "**PITB**" means Punjab Information Technology Board.
- c. "**YASA&T**" means Youth Affairs, Sports, Archaeology & Tourism
- d. "**Project**" means the Chief Minister's e-Rozgaar Programme
- e. "**Working Day**" means 24/6 e-Rozgaar center is Operational except Sunday & government announced Public Holidays with written notification of as per by mutual agreement.
- f. "**Lab**" means Chief Minister's e-Rozgaar Training center.

Signature
me

g. "Renovation" means Branding of walls, wiring of furniture & lab and the wear and tears when and where needed.

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

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 e-Rozgaar centers:

Details of the initiative

Chief Minister's e-Rozgaar Training Programme aims to establish e-Rozgaar centers (Co-Working spaces) in the province of Punjab to provide training to fresh graduates in freelancing. Through this initiative Government of The Punjab will assist the youth in earning a sustainable income online.

SCOPE OF COLLABORATION

The Chief Minister's e-Rozgaar Training Programme Partners envision minimizing unemployment and providing young professionals with the necessary means to earn an honorable income online by training to work on portals like Fiverr, Upwork etc. This is being done by collaborating with institutions and organizations that share the same vision.

This MoU is being entered between three parties Party A, Party B, and Party C on the basis of infrastructure available in **Party C**, which will include between but not limited to the establishment of e-Rozgaar centers (co-working space) only, preferably in all 36 districts of Punjab.

1. GENERAL TERMS AND CONDITIONS

- 1.1. This MoU is valid till project life.
- 1.2. The MoU is applicable only after the commencement of classes at the e-Rozgaar center in **Party C** premises.
- 1.3. Any amendment to this MoU must be in written consent of all the Parties.
- 1.4. The parties here agree to undertake and develop understanding about the establishment of e-Rozgaar centers in the selected University of Party C.
- 1.5. The Parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument.

2. ROLES AND RESPONSIBILITIES OF THE PARTIES

2.1. Subjected to the clause 2 of this MoU the roles and responsibilities of the parties are as follow;

Party A shall:

- 2.1.1. Act as the executive body for administrative purposes and will handle the Chief Minister's e-Rozgaar Training center being handed over to Party "A" by Party "C".
- 2.1.2. Aims to bridge the gap of unemployment in the economy by providing freelancing training to aspiring candidates.
- 2.1.3. Provide the content and curriculum of training/workshops to be held at e-Rozgaar Training Centers.
- 2.1.4. Design and execute the entire process of inducing the candidates (trainees) in e-Rozgaar Training Programme.
- 2.1.5. Provide the required staff to manage the lab (co-working space) being operated 24/6 in e-Rozgaar Training Center.
- 2.1.6. Provide the trainers who will teach the required content in e-Rozgaar Training Center.
- 2.1.7. Will take measures to remotely monitor each e-Rozgaar Training Center.
- 2.1.8. Provide necessary IT equipment/ Lab Manager Chair and Table, Chairs for trainees and Guest chairs for staff for e-Rozgaar Training Programme including but not limited to laptops, printers, scanners etc. which will remain the property of **"Party A"**.
- 2.1.9. Transfer budget of Rs. 2 Million each year to "Party C" 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, 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;
 - a. Necessary expenditures for renovation, maintenance, networking and wiring of the furniture & Lab by a mutual written understanding of both parties.
 - b. Electricity and subsequent Bills along with a power back up like a Sub-Meter, Generator, POL etc.

- c. Facility of IP Phone/Landline with maximum bill limit of Rs. 1500/month and if more will be payable with the subject to written clarification.
- d. Facility of internet/internet backup when & where required on a need basis.
- e. Provide hardware items (Projector, IP Cameras, Biometric device, Sound System, Water Dispenser, Access Points/Routers/Networking device with accessories etc.) and stationery items for daily operational tasks of Lab when & where required.
- f. Provide printing material for orientations and occasional meet ups in "Party C" premises.
- g. Access mechanism for the enrolled trainees, Trainers and Party A's Staff for the entry and exit in the representative University.
- h. Security Guards along with the other security arrangements.
- i. Operational expenditure of clean drinking water to be used in water dispenser.
- j. Necessary refreshment (cup of tea) twice a day for the Party A's staff.
- k. Janitorial services for the Lab when & where required.

2.2. Responsibilities of "Party B"

"Party B" shall:

- 2.2.1. Act as the sponsoring department for the Chief Minister's e-Rozgaar Training Programme.
- 2.2.2. Will facilitate the execution of all the processes of Chief Minister's e-Rozgaar Training Programme.
- 2.2.3. Will be responsible to monitor the Programme where and when needed.

2.3. Responsibilities of "Party C"

"Party C" shall:

- 2.3.1. Provide assistance in conducting training in mutually selected premises which shall be handed over to the "Party A" in the Partner premises to execute the e-Rozgaar Program.
- 2.3.2. Provide e-Rozgaar Training Programme access to "Party A" of a dedicated Computer lab/labs which will remain open 24/6 in order to train the enrolled candidates excluding Public Holidays & Sundays.
- 2.3.3. 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 C".

- 2.3.4. Will provide continuous power supply to the e-Rozgaar Training Center for it's 24/6 operation.
- 2.3.5. Will provide physical space, seminar room, auditorium etc. to conduct orientations and occasional sessions/meet-ups by a mutual written understanding of both parties.
- 2.3.6. Provide all necessary arrangements of security for the e-Rozgaar Training Center and also inform legal authorities to ensure Law & Order in case of emergency and unforeseen circumstances.
- 2.3.7. Provide janitorial services for the e-Rozgaar Training Center where and when required.
- 2.3.8. Provide Access mechanism to the enrolled candidates/ trainee, Trainers and "Party A"s Staff for their security clearance at the University & e-Rozgaar Training Center.
- 2.3.9. Provide Pick & Drop services, if available, to the students inducted into e-Rozgaar Training Programme during the tenure.
- 2.3.10. Provide all administrative support to "Party A" management when & where required on need basis.
- 2.3.11. 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".
- 2.3.12. 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 e-Rozgaar Training Center premises.
- 2.3.13. 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;
- Necessary expenditures for renovation, maintenance, networking and wiring of the furniture & Lab by a mutual written understanding of both parties.
 - Electricity and subsequent Bills along with a power back up like a Sub-Meter, Generator, POL etc.

- c. Facility of IP Phone/Landline with maximum bill limit of Rs. 1500/month and if more will be payable with the subject to written clarification.
- d. Facility of internet/internet backup when & where required on a need basis.
- e. Provide hardware items (Projector, IP Cameras, Biometric device, AC equipment and Services, Sound System, Water Dispenser, Access Points/Routers/Networking device with accessories etc.) and stationery items for daily operational tasks of Lab when & where required.
- f. Provide printing material for orientations and occasional meet ups in "Party C" premises.
- g. Access mechanism for the enrolled trainees, Trainers and Party A's Staff for the entry and exit in the representative University.
- h. Security Guards along with the other security arrangements.
- i. Operational expenditure of clean drinking water to be used in water dispenser.
- j. Necessary refreshment (cup of tea) twice a day for the Party A's staff.
- k. Janitorial services for the Lab when & where required.

2.3.14. Provide maintenance and renovation facility in between session when and where required.

2.3.15. 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.

2.3.16. Provide facility and support during Audit / Evaluation of the e-Rozgaar Training Programme.

3. TERM AND TERMINATION

3.1. The MoU shall take effect from the 20th day of Dec 2018.

3.2. 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 by the Parties.

3.3. At any time before the expiry of the MoU, the Parties may renew/ 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 without giving thirty

parties. However, such agreement shall not be terminated without giving thirty days' prior notice by either party.

4. 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. For the duration of such period temporary or alternate modes for the transmittal of data 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 manner in which performance is affected. Failure of electricity, failure of computer hardware and software shall not be considered as Force Majeure.

5. 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 MoU, including the right at any time to require strict compliance with all terms and conditions.

6. GOVERNING LAW

The 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.

7. NOTICES/COMMUNICATION

7.1. All notices or communications (hereinafter referred to as the "Notices") permitted or required to be made under the MoU shall be in writing; properly addressed to the party concerned at the addresses mentioned in clause 7.2 below.

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

7.2.1. **Party A:**

Punjab Information Technology Board

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

7.2.2. Party B:

Youth Affairs, Sports, Archaeology & Tourism (YASA&T),
Youth Affairs, Sports, Archaeology & Tourism (YASA&T), Punjab Stadium,
Gulberg III, Lahore

7.2.3. Party C:

**"Khawaja Fareed University of Engineering and Information
Technology, Rahim Yar Khan Campus"**

8. 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.

9. WARRANTIES

Each of the Parties hereby furnishes warranty to the other that it has the power and authority to enter into the MoU, 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 MoU.

10. ENTIRE MoU

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

11. DISPUTE RESOLUTION

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

12. 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.

13. ACCOUNT DETAILS:

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

Account Title: Khwaja Fareed University of Engineering & Information Technology, other Income

Account Number: 2280 0200 8300 0008

Branch Code: 2280 Branch Address: BoP Abu Dhabi Road Branch

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

On Behalf of Party A

By: Mr. Sajid Latif

Director General
(e-Gov)
Punjab Information
Technology Board

Date: _____

On Behalf of Party B

By: Mr. Nadeem Meenub

Secretary
Ministry of Youth
Affairs & Sports, Punjab

Date: 8/3/19

On Behalf of Party C

By: DR. ATHAR MAHBOOB

Khawaja Fareed University of
Engineering & Information Technology
Rahim Yar Khan
Khawaja Fareed
University of
Engineering and
Information
Technology, RY Khan

Date: 20-12-18

Witnesses:

Name	Designation	Signature
1. <u>Rizwan Majeed</u>	<u>Director ICT</u>	
2. <u>Mr. Sajid Latif</u>	<u>DG (e-Gov), PITB</u>	
3. <u>Jahangir Amro</u>	<u>Add. Secy, VASAT</u>	
4. <u>Mr. Aftab Mumtaz</u>	<u>Director EED, PITB</u>	