



Memorandum of Understanding
Between
Al-Khawarizmi Institute of Computer Science
University of Engineering & Technology (KICS-UET), Lahore
and
Hazara University Mansehra (HU)

This Memorandum of Understanding is made between:

Al-Khawarizmi Institute of Computer Science (KICS), UET Lahore, an institution established under the laws of The Islamic Republic of Pakistan and having its Head Office in Lahore (hereafter referred to as “KICS UET”, which expression shall include its successors and permitted assigns).

Hazara University is located on the western edge of Himalaya near Mansehra City of Hazara Division, Khyber-Pakhtunkhwa, Pakistan. It was founded in 2001 AD and has established itself as an excellent seat of learning and research in short span of less than 20 years. The academic hierarchy of the University is comprised of four faculties and thirty-nine (39) academics departments. Faculties are titled as **Faculty of Natural & Computational Sciences, Faculty of Biological & Health Sciences, Faculty of Arts & Humanities and Faculty of law & Social Sciences**. The University is producing high quality productive leadership in several scientific and social domains. Hazara University Mansehra hereafter referred to as “HU”, which expression shall include its successors and permitted assigns.

1. Purpose

- The Huawei ICT Academy Support Center (ASC) will play a significant role in the success of Huawei ICT Academy for its HAINA's. The operational support, provided by ASCs, is essential throughout the lifecycle of the Huawei ICT Academy program for a HAINA. To structure this, both parties agreed on the responsibilities as defined below. KICS-UET agree's to be Huawei ICT Academy Support Center (ASC) and will support “HU” work together with Huawei to develop ICT talent in HU/Pakistan.
- To establish a mutually beneficial relationship based on academic, scientific and cultural cooperation in accordance with the legal provisions contained in the

Statutes of both partners viz. HU and KICS-UET. Area of collaboration between HU and KICS-UET would include the exchange of faculty & research scholars; and joint execution of publications, research projects & supervision of research projects of students etc.

2. Roles of the Parties to this Agreement

a) KICS-UET will:

- i) Instruct Hazara University Mansehra to register as Huawei Information & Communication Technology (HICT) academy in Huawei system,
- ii) To deliver the training to the faculty of Hazara University Mansehra under trained the trainer (TTT) program.
- iii) Instruct Hazara University's faculty & students to get Huawei Certified Academic Instructor (HCAI) certification and associate HU's faculty & students in Huawei talent platform.
- iv) KICS-UET is responsible to provide free of cost exam voucher to students who are registered with Huawei Information & Communication Technology (HICT) Academy portal and to support the students to certify and associate ICT academy in Huawei talent platform.
- v) Huawei ICT academies operation will support Hazara University Mansehra in terms of training, certification, ICT talent ecosystem activities like ICT competition, job fair etc.

b) Hazara University Mansehra will:

- i) Provide classrooms and other teaching facilities for HICT academy program on prior approval basis from the authorities.
- ii) Provide professional instructors to become the Huawei Certification Academy Instructors (HCAI, five for each course direction)
- iii) Work with KICS-UET to develop the training schedule and add certification course as the extended course for the Hazara University Mansehra curriculums.

c) Both parties will:

- i) Monitor the ICT academy program and offer suggestions for continuous improvement;
- ii) Work cooperatively to explore other opportunities for alliances between the two organisations.
- iii) Seek to address the ICT skills requirements in the Pakistan ICT industry.

- d) The parties will do the above in a spirit of mutual co-operation with the intention of building a sustainable and robust alliance consistent with the strategic goals and values of both parties.

3. Term

The term of this MoU is one year from the date of its execution and will continue after the expiration of one year unless terminated by either party.

4. Costs/ Financial Agreement

Unless otherwise agreed or specified, each party to bear their own costs. This MoU will not give rise to any financial obligation depending on the nature of the project. Moreover, separate financial agreements will be signed for all joint projects/ activities.

5. Confidentiality

- a) Each party will keep the “Confidential Information” of the other secret and not make any unauthorised use or disclosure thereof.
- b) “Confidential Information” means all business, financial, technical, and scientific or other information, documents, discussions and materials of the disclosing party which are confidential or identified as confidential.

6. Privacy

Each Party recognizes and acknowledges that it will access or have access to the proprietary, confidential and trade secrets technical information or materials, software and data of the other Party, or of the other Party’s suppliers (collectively, the “confidential Information”). The receiving Party agrees that it shall not disclose, sell, transfer, modify, translate, reproduce or otherwise cause the Confidential Information to become available its own Confidential Information, but in no event will the receiving Party exercise less than reasonable care in the protection thereof.

7. Intellectual Property

- a) The parties warrant that they are entitled to use any Intellectual Property which may be used by them in connection with this Agreement
- b) The parties indemnify and shall at all times keep the other party indemnified against any action, claim, suit or demand, including a claim, suit or demand for or liability to pay compensation or damages and costs or expenses arising out of or in respect of any breach of any third party's Intellectual Property rights relating to the provision of information or materials under this Agreement

- c) Neither Party hereto is granted title of ownership rights or interests in the property of the other, and such title, rights and/or interest shall remain with the owner thereof at all times. No rights in Intellectual Property shall transfer to a party unless specifically extended in writing.
- d) Any new Intellectual Property created under this Agreement will remain the property of the creator thereof, unless otherwise agreed between the parties in a separate agreement
- e) Neither party will use the other's Intellectual Property including its name or logo without prior written consent
- f) Extra training material developed through this Agreement will be owned by KICS-UET, provided that KICS-UET did not make use of any of Huawei's Intellectual Property in the course of such development
- g) Any existing Intellectual Property owned by Huawei and used to deliver training will be licensed to KICS-UET at an agreed cost for the purpose of training delivery, under Huawei's standard licensing terms and conditions.

8. Legal Status

Apart from the obligations of confidentiality, privacy and intellectual property set out in clauses 5, 6 and 7, this Agreement creates no legal rights or obligations.

9. Limitation of Liability

Notwithstanding any other provision in this MOU, no Party shall be liable to the other Party, for any indirect or consequential losses or damages, including but not limited to loss of profit or revenues, loss of goodwill or reputation, loss of data or information, loss of interest. It is understood and clarified that liability of Huawei is capped at total Agreement Price.

10. Governing Law and Dispute Resolution

- a) Governing Law: This Agreement is governed under the Law of Pakistan.
- b) Disputes: Any dispute and controversy arising from or connecting to this Agreement shall be settled by the Parties amicably. In case same is not settled amicably then the parties shall refer the matter to arbitration under Arbitration Act 1940 and its rules. Parties shall appoint one arbitrator each who in turn shall appoint an umpire. Language of Arbitration shall be English and seat or arbitration shall be Islamabad.

11. No Assignment

Neither Party may assign it rights, title, benefits interests, obligations, and liabilities in this Agreement to any third party without the prior approval of the other Party.

12. Certification of Authority to Sign Agreements:

We the undersigned have read and agree with this Memorandum of Understanding. We look forward to implementing the agreed activities:

EXECUTED THIS MoU on **27th DAY OF SEPTEMBER, 2021**

Signed for and on behalf of Hazara University and KICS UET by its duly authorised officer:

On behalf of:

**HAZARA UNIVERSITY
MANSEHRA**



**PROF. DR. JAMEEL AHMED
VICE CHANCELLOR**

Date: _____

On behalf of:

KICS- UET, LAHORE



**PROF. DR. WAQAR MAHMOOD
DIRECTOR**

Date: _____