



MEMORANDUM OF UNDERSTANDING
BETWEEN
PUNJAB INFORMATION TECHNOLOGY BOARD
AND
PUNJAB JUDICIAL ACADEMY
FOR
ICT BASED SERVICES



This Memorandum of Understanding (hereinafter referred to as "MOU") is made at Lahore on 29th day of May, 2019 by and

BETWEEN

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

AND

Punjab Judicial Academy, having its office at 15 - Fane Road, Lahore, through its Director General, Mr. Nazir Ahmad Gajana (**hereinafter referred to as the "PJA"** which expression shall, where the context so admits, mean and include its successors-in-interest, nominee, legal representatives, administrators, and permitted assigns) of the Other Part;

(PITB and PJA may hereinafter collectively be referred to as the "**Parties**" and singly as a "**Party**").

WHEREAS

- A. **PITB** is set up by the Government of Punjab as an autonomous body through the PITB Ordinance 1999, to use synergies of the IT industry, academic institutions, and the government representatives on the PITB board to develop and implement consequential strategies, to enable our partner organizations to achieve their IT potential. PITB's mission is to develop Information Technology as a major sphere of economic activity for sustainable development, and promote its use in the public and private sectors for increasing efficiency and competitiveness.

- B. PJA was established under The Punjab Judicial Academy Act, 2007 for imparting pre-service and in service training to the judicial officers and court personnel with a view to developing their capacity, professional competency and ethical standards for efficient and even handed dispensation of justice. The functions of the Academy have been fully elaborated in Section-4 of the Act.
- C. This MOU is made for process automation and ICT capacity building for PJA.

NOW, THEREFORE, for good and valuable consideration the adequacy whereof is hereby confirmed and the mutual benefits to be derived therefrom, the representations and warranties, covenants, conditions and promises contained herein below, the Parties hereby agree as follows:

1. **PURPOSE**

- i. To document and agree upon terms, conditions and respective responsibilities of the Joint Partnership for IT interventions stated herein.
- ii. 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.

2. **SCOPE & OBJECTIVES**

- i. PJA hereby engages PITB and PITB hereby agree to be engaged by PJA to provide ICT based services.
- ii. The parties hereto agree to undertake and develop understanding about the following ICT interventions:
 - a. Website (support and maintenance)
 - b. Learning Management System (LMS)
 - c. IT Infrastructure services
 - d. ICT Capacity Building
 - e. Process automation as per future needs and requirements of PJA

3. **GENERAL TERMS AND CONDITIONS**

- i. The parties hereto undertake and develop understanding about the process automation and capacity building for PJA.
- ii. Activities to be performed under this MOU shall be subjected to the applicable laws and regulations of Pakistan.



- iii. This MOU does not create legally binding obligation on either of the parties and does not create any legal right enforceable against the parties or of their officers/employees or any other person. The MOU also does not confer upon any third party the right or ability directly or indirectly to obtain, suppress or exclude any information, or to challenge the execution of a request under the MOU.
- iv. Nothing in this MOU modifies in any way the ability and responsibility of the parties to enforce their respective statutes, rules and regulations.
- v. Nothing in this MOU shall be construed as implying that either party's employees are employee of the other party.
- vi. The parties understand and agree that they will need to enter into independent agreements/ suitable arrangements for task/ assignment/ specific collaboration/ job completion other than this MOU which involves financial and other commitments.
- vii. Parties shall use their best endeavor in good faith to abide by the responsibilities laid down in this MOU.
- viii. This MOU together constitutes the entire mutual undertaking of the Parties with respect to the subject matter thereof.

4. **RESPONSIBILITIES OF THE PARTIES**

The responsibilities of the parties shall be as follows:

I. PITB

i. Process Automation

- a. Collect and interpret need based requirements for process automation and subsequently implementing Software development life cycle towards new development.
- b. Implementation and integration of existing systems (where ever applicable).
- c. Cost estimates in terms of money and time incurred on application/software development and hosting in PITB Data Centre.
- d. Will certify the timely execution of assigned task(s) in strict compliance as mutually agreed.

