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**Memorandum of Understanding**

Between

**Food Department Government of Gilgit Baltistan**

And

**Punjab Information Technology Board (PITB)**

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This Memorandum of Understanding (hereinafter referred as **“MOU”**) is entered into effect on the **\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_ 2023**.

Between

**Food Department, Government of Gilgit Baltistan,** is a government department responsible for ensuring the availability of safe and affordable food for the people of Gilgit Baltistan. The Department also works with other government departments and organizations to implement its programs and achieve its goals. It works with the Agriculture Department to promote crop diversification and improve food production. It also works with the Health Department to educate the public about food safety and nutrition. The departmenthaving its registered office/head, Civil Secretariat, Jutial, Gilgit, Gilgit-Baltistan, Pakistan. Tel: +92 XXXXXXXXXXXX Fax: +92 XXXXXXXXXXX Email: [XXX@XXX.XXX](mailto:XXX@XXX.XXX) (herein referred to as the “**Client**”) of the first part.

**AND**

**The Punjab Information Technology Board** (**PITB),** an autonomous body set by Government of the Punjab, headed by Chairman PITB, provides the foundation for Punjab’s innovation economy. Punjab Information Technology Board Ordinance 1999, Section 4 “Functions and powers of the board” states that “The board shall take all such measures as it deems necessary for the administration of its affairs and for the administration, promotion, development and use of information technology.” Punjab Information Technology Board Rules 2006, Rule 7 “General Powers and duties of the Board” states that “The Board shall conduct its business in a fair manner, observe due legal process and shall (x) enter into memorandum of understanding or agreements with any person, local or foreign academic institutes, companies, organizations, and bodies for the promotion and development of information technology. The Board aims at not only modernizing the governance techniques through transparency induced methods but also at increasing the digital literacy of the citizens - among many other services. PITB is committed to effectively and efficiently provide IT services and infrastructure to the government and local and international businesses. **PITB** has its registered office at 11th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, Punjab. Tel: +92-42-99000000 Fax: +92-42-99232123 Email: [info@pitb.gov.pk](mailto:info@pitb.gov.pk) (herein referred to as the “**Service Provider**”) of the second part.

(**Food Department, Government of Gilgit Baltistan** and **PITB,** may hereinafter collectively be referred to as the “**Parties**” and singly as a “**Party**”).

1. Objectives

Punjab Information Technology Board (PITB) and Gilgit Baltistan Food Department (Food Department) enter into this Memorandum of Understanding (MoU) to establish a collaborative partnership. PITB shall serve as the technical partner to provide assistance and services to enhance the operational efficiency and technological capabilities of the department.

1. Scope of services

The scope of services shall encompass the following:

* Technological Consulting Services
* Process automation and digitization:
  + Wheat Supply Chain
    - Wheat Procurement
    - Wheat Transportation
    - Distribution of Wheat
    - Monitoring Process
    - Collection of Sale Proceeds
  + HR Management
  + Any other processes
* Online Payment Gateway Services
* Managed Hosting Services
* Call Center Services & Helpline

**Note:** For every service required both parties shall enter into a separate agreement for specific details of the services required, ensuring that each service is distinctly outlined and documented.

1. Responsibilities of the client
2. Actively collaborate with Service Provider in their efforts to leverage technology for improved operations and successful roll out of the tasks agreed.
3. Allocate human and operational resources as needed for the successful execution of technological interventions as agreed upon between the parties. This may also involve providing the necessary budgetary provisions.
4. Appoint a focal person for coordination with Service Provider. He/she shall be responsible for:
   1. Timely escalation, resolution and completion of the tasks and issues, if any, with his/her department;
   2. Timely communication with Service Provider in case of any change;
5. Responsibilities of the service Provider
6. Provide support in achieving technology-related goals, ensuring smooth execution of the interventions to enhance technological capabilities of client. This may include developing specific projects and initiatives tailored to meet the unique needs of the department, and providing comprehensive technical expertise and guidance encompassing technology trends, best practices, and strategies for optimizing operations
7. Provide comprehensive technology support to the department, mainly pertaining to the scope of services defined in Article No. 2
8. NON-BINDING NATURE OF MOU

The Parties understand that this MoU is intended only to summarize their current understanding with respect to the principal terms of the proposed relationship. Separate binding agreements will be signed between the Parties on a case-to-case basis. Any proposed binding agreement will be in writing and signed by each Party's authorized representative(s).

1. LIMITATION OF LIABILITY

To the maximum extent permitted by law, except for a Party's breach of its obligations, under no circumstances will either Party be liable to the other, for any direct, incidental, indirect, special or consequential damages in connection with, arising out of or relating to this MoU, or for the loss of DATA, information of any kind, business, profits, or other commercial loss, however, caused.

1. GOOD FAITH

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

1. EFFECTIVE DATE, DURATION AND TERMINATION

This MoU becomes effective on the day it is signed by the parties and will continue to be effective for five (05) years from date of signing or until the expiry of thirty (30) days after either party gives written notice to the other party of its intention to terminate. This MoU will continue to have effect with respect to all requests of assistance that were made before the effective date of termination. In case this MoU is terminated, all the exchanged information, documents or data under this MoU will remain confidential and will be treated according to the provisions of this MoU.

1. AMMENDMENTS

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

1. DISPUTE RESOLUTION

In the event of any controversy, claim or dispute arising out of or relating to this agreement or the breach, termination, interpretation or validity thereof, including the determination of the scope or applicability of this agreement, the Parties shall, within 14 days of a written request from the other party, meet in a good faith effort to resolve the dispute through their authorized representatives. Any dispute arising between the Parties pursuant to this agreement which cannot be settled amicably within (30) days after receipt by any Party of the other Party’s request for such amicable settlement may be submitted by any Party for settlement in accordance with the provisions of the Arbitration Act, 1940 (Act No. X of 1940) and of the Rules made thereunder and any statutory modification thereto. Each Party shall appoint an arbitrator who shall appoint an umpire. The Parties agree that they shall continue and equally divide and bear the costs incurred in respect of legal costs and the fees payable to the arbitrators. The venue of such arbitration shall be Lahore.

1. OBLIGATION OF CONFIDENTIALITY AND INFORMATION SHARING

To the extent permitted by applicable laws and in accordance with such applicable laws, the Parties shall establish and maintain such safeguards as are necessary and appropriate to maintain the confidentiality of all non-public information (written or oral or visual and/ or sample) and services obtained under this MoU. None of the Parties directly or indirectly shall furnish to any third party or make public any information or portions thereof or make public use of nonpublic information obtained from any other Party under this MoU without prior written approval of that concerned party.

1. INDEMINITY

The Parties shall indemnify and keep the other Party indemnified and harmless against any and all claims, actions, damages, or proceedings by third Party (including but not limited to all costs, expenses, damages, losses arising out of or in connection with this agreement).

1. SEVERABILITY

A determination that any term of this agreement is invalid for any reason shall not affect the validity of the remaining terms of this agreement.

1. GOVERNING LAW

This agreement 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.

1. DATA SECURITY

Each party shall maintain physical, administrative and technological safeguards as reasonably necessary and sufficient to protect the data and its confidentiality.

1. Communication and Notices

Any notice, request, or consent made pursuant to this MOU shall be in writing and shall be deemed to have been delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered mail, telex or facsimile to such Party at the address of the Authorized representative.

1. INTELLECTUAL PROPERTY

All intellectual property rights including but not limited to all relevant patent rights, trademarks, copyrights, know-how, ideas, and concepts and other intellectual property rights and confidential information of either party (the “Intellectual Property Rights”) shall only be used with the express, prior, written permission of either party. Service Provider shall be the exclusive owner of the intellectual property of all the systems/software application(s) developed under this MoU, whereas all the data and information stored, uploaded, maintained on the web-based system/ software application(s) shall be the property of the Client.

IN WITNESS WHERE OF the Parties hereto have signed this Memorandum of Understanding on the date mentioned above.

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| **ON BEHALF OF**  Food Department Government of  Gilgit Baltistan | **ON BEHALF OF**  Punjab Information Technology  Board |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Secretary | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Chairman |
| **WITNESS-I**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **WITNESS-II**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |