



Commercial in Confidence

Sindh Agriculture University, Tandojam

and

Huawei Technologies (Pakistan) Pvt. Ltd

Memorandum of Understanding



This Memorandum of Understanding (MoU) is made between:

Sindh Agriculture University an educational institute established under a statute i-e 1977 having its office at Tandojam (hereinafter referred to as the "Institute" which term where the context so admits, shall include its successors and assigns) of the ONE PART;

and

Huawei Technologies (Pakistan) Pvt. Ltd, a company incorporated under the laws of Pakistan and having its registered office at Saudi Pak Tower Islamabad (hereinafter referred to as the "Client" which term where the context so admits, shall include its successors and assigns) of the OTHER PART.

1. Purpose

The Client and the Institute agree to work together to develop a cooperative working relationship where the Institute and the Client will utilise training programs to support the Client's networking products.

2. Roles of the Parties to this MoU

a) The Institute will:

- i) Deliver the Client's programs offered through the HUAWEI ICT ACADEMY;
- ii) Develop Networking competencies for the ICT National Training packages as the Institute deems appropriate; and
- iii) Introduce the Client's training course into ICT Networking training and educational programs

b) The Client will:

- i) Promote the Institute as a training organisation to its customer base for both HUAWEI ICT ACADEMY based programs and selected professional programs according to the Institute's capability and capacity;
- ii) Advertise the Institute on its Training Web page as the lead HUAWEI ICT ACADEMY for Pakistan; and
- iii) Allow the Institute to offer the Train The Trainer (TTT) for the HUAWEI ICT ACADEMY program for SAU.

c) Both parties will:

- i) Seek to address the Networking skills requirements in the Pakistani ICT industry;

- ii) Monitor the HUAWEI ICT ACADEMY program and offer suggestions for continuous improvement; and
 - iii) Work cooperatively to explore other opportunities for alliances between the two organisations.
- 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

Unless otherwise agreed or specified, each party to bear their own costs.

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

The parties acknowledge that they are subject to the provisions of the Information Privacy Principles contained therein in relation to any personal information collected as a result of this MoU.

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 MoU;
- 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 MoU;
- c) Any new Intellectual Property created under this MoU will be subject to a separate (HUAWEI ICT ACADEMY) agreement;
- d) Neither party will use the other's Intellectual Property including its name or logo without prior written consent;
- e) Extra training material developed by the Institute through this MoU will be owned by the Institute; but not including Huawei original training materials

Nomination for the Point of Contact

Name	Designation	Email	Contact no.	University Name	Address
Suhab Thaheem	System Administrator	systemadministrator@sau.edu.pk	03215536066	Sindh Agriculture University	Tandojam

Instructors for Huawei Courses

uawei D	Name	Designation	Email	Phone no.	University Name	Address	Training Type
	Suhab Thaheem	System Administrator	systemadministrator@sau.edu.pk	03215536066	Sindh Agriculture University	Tandojam	TTT
	Zaffar Ali Bhutto	Sr. Lan Tech	zabhutto@sau.edu.pk	03342628627	Sindh Agriculture University	Tandojam	TTT



f) Any existing Intellectual Property owned by the Client and used to deliver training will be licensed to the Institute at an agreed cost for the purpose of training delivery.

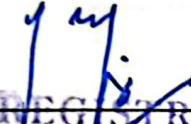
8. Dispute Resolution

Any dispute in connection with this MoU shall be settled through friendly consultations between both parties. In case no settlement can be reached through friendly consultations, any dispute in relation to this Agreement shall be submitted by either Party for arbitration under Arbitration Act 1940. The arbitration shall be conducted by sole arbitrator mutually appointed by the parties. Seat of Arbitration shall be Islamabad Pakistan, where this MoU being signed. Both parties shall bear their own cost for the said arbitration.

Legal Status

Apart from the obligations of confidentiality, privacy and intellectual property set out in clauses 5, 6 and 7, 8 this MoU creates no legal rights or obligations.

EXECUTED THIS _____ DAY OF _____, 2020.


REGISTRAR
SINDH AGRICULTURE UNIVERSITY
TANDOJAM

Signed for and on behalf of the
Sindh Agriculture University, Tandojam
by its duly authorised officer: _____



In the presence of JAVED HUSSAIN (Witness)

Signed for and on behalf of the
Huawei Technologies (Pakistan) Pvt. Ltd
by its duly authorised officer: _____




In the presence of _____ (Witness)