

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is made at \_\_\_\_\_ on  
4<sup>th</sup>, January 2023 by and

### BETWEEN

**Punjab Information Technology Board, Lahore**, having its Office at 11<sup>th</sup> Floor, Area Software Technology Park, 346-B, Ferozepur Road, Lahore, through its Chairman, (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 **First Part**;

### AND

**Pakistan Railway Police, Lahore** having its office at 93 McLeod Road, Garhi Shahu, Lahore through its Inspector General (hereinafter referred to as "PRP" which expression shall, where the context so admits, mean and include its successors-in-interest, nominee, legal representatives, administrators, and permitted assigns) of the **Second Part**.

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

### WHEREAS

- A. **Punjab Information Technology Board (PITB)** was set up by the Government of Punjab as an autonomous body 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 province to achieve its IT potential. PITB 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. **Pakistan Railway Police (PRP)** is assigned for the protection of Pakistan Railways and comes under Ministry of Railways. The Pakistan Railway Police, abbreviated PRP, is a Federal Law Enforcement Agency in Pakistan that is responsible for law and order, security and peace of railroads, trains, carriages, stations and Railways infrastructure. **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 and intending to be legally bound, the Parties hereby agree as follows:

## **1. OBJECTIVES**

The Purpose of this MoU is aimed at establishing effective cooperation and equip Pakistan Railway Police to latest technologies so they can work efficiently to eradicate crime and criminals, improve safety and security of the citizens from nefarious designs of outlaws against the sovereignty of the country. This will also allow us to collaborate between different law and order systems of the both departments with one another keeping in view the need of the time for interdepartmental data sharing of criminals/terrorists.

## **2. SCOPE**

PITB will provide all technical support in developing and implementing PSRMS (Police Station Record Management System) and CMS (Complaint Management System) for Pakistan Railway Police. Initially application developed will be available for testing and after training, will be made live in all respective offices and police stations.

Within the framework of the responsibilities for each party, cooperation shall include exchange of information / training in the relevant fields, in order to achieve the safety & security of the citizens as well as concept of crime-free society by eradicating crimes and criminals through effective methodologies adopted on the basis of information sharing among all the parties.

## **3. RESPONSIBILITIES OF PRP**

- a. PRP shall coordinate with **the SHOs of Pakistan Railways Police Stations** and make the necessary / required changes.
- b. PRP shall collect data from **Railways Police stations** and provide the initial data to PITB.
- c. **Central Police office shall** coordinate, collaborate with PITB staff in ensuring smooth installation of systems.
- d. PRP shall seek permission of required software and data integration from Police department.
- e. PRP shall pay PITB against the resources engaged by PITB as defined in Section 5.

#### **4. RESPONSIBILITIES OF PITB**

- a. PITB shall develop a complete lifecycle of the solution including maintenance of technological solution provided by PITB.
- b. PITB shall provide the user credentials to the designated officials through their official (Government) email addresses for system operations.
- c. PITB shall do necessary trainings for PRP staff on usage of developed applications **and ensure its maintenance** of the applications/service and systems.
- e. PITB shall provide availability of efficient technical support and maintenance services **on its own.**
- f. PITB shall host the applications on their data center and provide the necessary services **as mentioned in supra sub Paras of Para 4.**

#### **5. COMPENSATION AGAINST SERVICES RENDERED**

PRP shall pay against the services provided by PITB (including but not limited to human resources, rendered services etc) under this MOU. Payment shall be made within 30 days of the date of invoice via cross-cheque or pay-order in favor of the "Punjab Information Technology Board".

#### **6. AMMENDMENTS**

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

#### **7. CORRESPONDANCE/NOTICES**

All correspondence/notices to be given by any of the Parties here to the other pursuant to the provisions of this MOU shall be in writing and shall be sent by registered post, hand delivery or facsimile to the address of the Parties set out below or to such other address, or fax number as may from time to time be notified in writing by either of the Parties to the other.

##### **If to PRP**

Address:  
Central Police Office **93** McLeod  
Road, Garhi Shahu, Lahore  
ATTN: IG, PRP

##### **If to PITB**

Address:  
Level 11, Arfa Software Technology  
Park, 346-B, Ferozepur Road, Lahore.  
ATTN: ADG (IT Ops), PITB

## **8. ENTIRETY OF THE AGREEMENT**

This Contract/MOU, consists of **(06)** pages, represents the entire and broader parameters of the agreement between the parties.

## **9. TERMINATION**

Each Party shall have the right to terminate the Memorandum of Understanding by giving three (03) - months' written notice in writing to the other Party at any time. If the Memorandum of Understanding is terminated by either Party, steps shall be taken to ensure that the termination does not affect any prior obligation, project or activity already in progress.

## **10. SEVERABILITY**

Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

## **11. STEERING COMMITTEE:**

The Parties shall establish a Steering Committee consisting of two (2) members, one representative designated by PITB and one by PRP. The proposed initial representatives are Director General, IT Operations, PITB and **DIG North PRP**. The Steering Committee shall, unless agreed otherwise in writing by the Parties, be responsible for monitoring and evaluation of the project.

## **12. DISPUTE RESOLUTION**

The Parties to this MoU agree that should any dispute arise through any aspect of this relationship, including, but not limited to, any matters, disputes or claims, the parties shall confer in good faith to promptly resolve any dispute. In the event that the parties are unable to resolve the issue or dispute between them, then the matter shall be mediated and/or arbitrated in an attempt to resolve any and all issues between the parties. The parties agree that any claim or dispute that arises from or through this agreement, the relationship or obligations contemplated or outlined within this agreement, if not resolved through mediation, shall then go to and be resolved through final and binding arbitration. Any decision reached by the Arbitrator shall be final and binding and, if required, may be entered as a judgment in any court having jurisdiction.

### **13. DATA SECURITY**

Each party shall maintain physical, administrative and technological safeguards as reasonably necessary and sufficient to protect the data and confidential information and shall also maintain in confidence and not disclose to any third party. PITB shall maintain necessary data security and its contextual data as desired by the teams. PITB shall not share data or its analysis in any context without prior approval from PRP.

### **14. DURATION**

The Contract/MoU shall be effective from the date of signing by the Parties mentioned in this document and initially may remain in force for a period one year. Thereafter it may be extended as agreed. However, after the signing of this MoU a contract will be signed between the Parties for imposition of the MoU.

### **15. REMOVAL OF DIFFICULTIES**

If difficulty of any sort arises at any stage between the Parties, the matter shall be referred to the Steering Committee for arbitration under the Arbitration Act 1940, and its decision will be final and binding upon the Parties.

IN WITNESS WHEREOF, the Parties hereby execute this Contract/MOU and This Contract/MOU shall become effective for next one years from the date of signing.

**FOR AND ON BEHALF OF PITBFOR AND ON BEHALF OF PRP**

**Mr. Faisal Yousaf**  
**Director General (IT Operations)**  
Punjab Information Technology Board  
Government of the Punjab

Signature: \_\_\_\_\_

**Mr. Rao Sardar Ali Khan, PSP**  
**Inspector General**  
Pakistan Railway Police  
Government of Pakistan

Signature: \_\_\_\_\_

**WITNESS-I (PITB)**

Signature: \_\_\_\_\_

**WITNESS-I (PRP)**

Signature: \_\_\_\_\_

**WITNESS-II (PITB)**

Signature: \_\_\_\_\_

**WITNESS-II (PRP)**

Signature: \_\_\_\_\_