



## MEMORANDUM OF UNDERSTANDING

17<sup>th</sup> September, 2018

Between



telenor

Telenor Islamabad

And



National University of Sciences and Technology (NUST)  
Main Campus, Sector H-12 Islamabad

Date of Signature: \_\_\_\_\_



## MEMORANDUM OF UNDERSTANDING

This memorandum of understanding (“**MOU**”) is made on this day of \_\_\_ Sep, 2018 (the “**Effective Date**”) by and between:

Technology Incubation Centre (TIC), having its office at Centre for Innovation and Entrepreneurship, National University of Sciences and Technology (NUST), Islamabad, (hereinafter referred to as “**TIC NUST**” which expression shall be deemed to mean and include its administrators, authorized representatives, successors-in-interest and permitted assigns);

And

**Telenor Pakistan (Private) Limited**, a company incorporated under the laws of Pakistan, having its registered office at 345, Plot 55, River View Avenue, Gulberg Greens, Islamabad (hereinafter referred to as “**Telenor**” which expression shall be deemed to mean and include its administrators, authorized representatives, successors-in-interest and permitted assigns).

TIC NUST and Telenor shall collectively be referred to as the “**Parties**” and individually as a “**Party**”, where the context of this MOU so requires.

### Article 1 Background and Purpose:

- a. Telenor is licensed by the Pakistan Telecommunication Authority to operate cellular mobile telephone networks in Pakistan, through which they provide mobile telecommunication services which may be used by its Subscribers to access information, data, games, text, graphics, audio, video and other services.
- b. TIC NUST is a \_\_\_\_\_  
\_\_\_\_\_



- c. Telenor is offering selected start-ups of TIC NUST to participate in their accelerator programme (“**Velocity**”) on the terms and conditions of this MOU. This MOU may result in a future agreement between the Parties but neither Party is obligated by the terms of this MOU to enter into any such future agreement.

## Article 2 Scope

- d. Under Velocity, Telenor shall offer to provide to the selected start-ups of TIC NUST the following:
- i. Access to its Subscriber market via custom analytics and SMS campaigns;
  - ii. Information and access to online payment integration solutions;
  - iii. Advertisement rights on favourable terms on Telenor’s digital channels;
  - iv. Discounted access to the IOT Platform;
  - v. Mentorship from experts;
  - vi. Access to Telenor API’s
  - vii. The possibility of investments and capital.
- e. TIC NUST in turn will, after mutual agreement on case to case basis with Telenor:
- i. Provide branding exposure Velocity in online and offline marketing campaigns by TIC NUST;
  - ii. Label Velocity as its accelerator in branding and communications undertaken by TIC NUST where need be;
  - iii. Grant Velocity branding placement opportunity on the building premises;
  - iv. Partner with Velocity to conduct joint community events including but not limited to Hackathons, workshops, Duckstories, et al.
- f. The sole relationship between Telenor and TIC NUST shall be that of independent contractors. Nothing herein shall be construed to constitute the Parties as partners, joint ventures, or agents of each other in any way whatsoever. TIC NUST shall not make any warranties or representations, or assume or create any obligations on Telenor’s behalf. Each Party shall





be solely responsible for the actions of its respective employees, agents, assignees, delegates and representatives and this MOU shall not be interpreted to hold Telenor liable for TIC NUST's business, actions or omissions.

- g. This MOU is not an obligation on Telenor to enter into a legal agreement but both the Parties shall nonetheless conduct themselves in good faith.

### **Article 3 Finances**

This MOU is not a promise of future funding and TIC NUST is not entitled to any financial compensation or incentive hereunder.

### **Article 4 Duration**

This MOU will come into force from the Effective Date and continue to be in force for a period of one (1) year (the "Term"). This MOU shall cease to be effective in the event of any of the following:

- (i) Termination/discontinuation of this MOU by Telenor on giving seven (7) days' notice to the other Party or
- (ii) The execution of a formal agreement between the Parties to replace this MOU as the case may be.

A termination of this MOU shall be without any cost or obligation on either Party.

### **Article 5 Non-Binding Legal Effect**

The Parties agree that this MOU only reflects the intention of the Parties and is not intended to have any binding legal effect.

### **Article 6 Signatures**

This is agreed and accepted and duly signed in two (2) identical originals by authorized personnel of both Parties, and each Party has taken one (1) original.

### **Article 7 Confidentiality**

TIC NUST shall continue to be bound by the terms and conditions of the Non-Disclosure Agreement as specified therein.

### **Article 8 Amendment**

This MOU may be, modified or changed in writing duly signed by each of the Parties hereto.



**N WITNESS WHEREOF**, each of the Parties has executed this MOU the day, month and year first above written.

For and on behalf of Telenor

**Name : Dr. Saad Kiani**

Head of Digital Partnership

CNIC:

For and on behalf of TIC NUST

**Name: Mohammad Faisal**

Director Innovation and Commercialization  
(I&C)

CNIC:

**WITNESSES:**

1

Name: Ms. Madeeha Khalid

2

Name: Ms. Huma Sarwar