AGREEMENT

BETWEEN

DIRECTORATE GENERAL OF SCIENCE & TECHNOLOGY, KHYBER PAKHTUNKHWA

&

FATA UNIVERSITY, KHYBER PAKHTUNKHWA

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AGREEMENT

BETWEEN

DIRECTORATE GENERAL OF SCIENCE & TECHNOLOGY,

SCIENCE & TECHNOLOGY AND INFORMATION TECHNOLOGY DEPARTMENT KHYBER PAKHTUNKHWA

AND

FATA UNIVERSITY

FOR

EXECUTION OF THE DEVELOMENTAL SCHEME

"ESTABLSIHMENT of TECHNOLOGY INCUBATION CENTERS IN MERGED DISTRICTS"

Whereas

Directorate General of Science & Technology (DGoST) (hereafter referred as Party-I) is working with a vision to "Build knowledge based economy by using Science & Technology as an engine of socio-economic development."

DGoST under its developmental scheme titled **"ESTABLISHMENT OF TECHNOLOGY INCUBATION CENTERS IN MERGED DISTRICTS"** aims to provide a platform to students, scientists, engineers, of all merged districts to develop entrepreneurial skills and launch startups to promote socio-economic growth particularly in merged districts and generally in Khyber Pakhtunkhwa.

And;

WHEREAS FATA University through its Vice Chancellor (which expression shall mean and include its successors and assigns); and, Directorate General of Science and Technology (DGoST); through its Director General (which expression shall mean and include its successors and assigns), hereinafter referred to as "Parties", have agreed to collaborate mutually

WHEREAS FATA University is mandated to impart higher education in the areas of Science, Technology, Engineering, Arts & Mathematics (STEAM) to students admitted/individual in private capacity on merit from all Merged Districts & Ex-FR's.

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SECTION-I

SCOPE OF WORK AND RESPONSIBILITIES OF THE PARTIES

1. **SCOPE OF WORK:**

AND WHEREAS keeping in view their mutual interest, the Parties intend to work together, coordinate their efforts and pool multiple resources for advancement of entrepreneurship in merged districts and Khyber Pakhtunkhwa.

2. **RESPONSIBILITIES OF THE PARTIES:**

A. **PARTY –I (DGoST):**

a) DGoST will be responsible for arrangements of funds for the establishment **Technology Incubation Center (TIC) in FATA University** under the approved PC-I of the scheme titled "Establishment of Technology Incubation Centers in Merged Districts" as per release policy of the government of Khyber Pakhtunkhwa after completion of all codal formalities.

b) The payments will be utilized for the following works: Building Renovation, Refurbishment, Purchase of Furniture, Purchase of Hardware, Makers Lab: Tools and Facilities, Expenditure on activities (Seminars, Workshops, Short Courses, Training and Pitching Sessions, Stipend Expenses) etc.

c) On behalf of the KP government, the Directorate General of Science & Technology team will assist the FATA University team whenever needed in the establishment of the TIC center.

d) All procurements will be made by DGST under KPPPRA, rules 2014 rules for procurement of goods and consultancy services.

e) Monitoring and Evaluation of the scheme (including Technical, Physical and Financial Audit), limited and related to the expenditure incurred and charged against funds provided by the Khyber Pakhtunkhwa Government, would be carried out by the DGoST, or through any other competent forum.

f) The DGoST will be responsible to collect and compile progress reports on Quarterly and Annual basis

g) The DGoST and FATA University will be responsible to make joint efforts to establish linkages/ coordination between partners and other relevant institutions/ organizations.

h) After completion of the project, the hardware/ capital works completed under the project will become the property of the FATA University and shall be officially included in the assets data/ record at stock register of the FATA University.

i) The ownership of all the agreed deliverables (soft and hard copies of the, Prototype, Product etc.) will be determined on a case to case basis in accordance with the agreement between FATA University and the Incubation Center Participants.

j) DGoST and FATA University will be responsible to transfer technology for benefit of the public.

k) DGoST will hand over all the assets to the FATA University after closing of the projects.

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B. PARTY –II (FATA University):

- The FATA University shall provide Building at least 15,000 square ft. for establishment of the TIC center.
- The FATA University shall offer accommodation, residential campus to the participants of Technology Incubation Center and also shall give access to each participant to University library, technical laboratories, gymnasium and sports complex as per University rules and regulations.
- The FATA University shall have a share in the revenue to be negotiated with each company, in addition to the reimbursement of all direct and indirect costs (overheads) from these companies to keep the TIC sustainable.
- Depending on availability of resources, the Incubation facility will be available to the selected graduates (male & female) of all Newly Merged Districts/Ex-FR's Students irrespective of their institution and to other individuals and locals who have potential ideas and having viable products.
- To the extent possible, The FATA University shall provide access to participants to the following facilities (cost of which will be borne by DoGST as per approved PC-I) to the selected incubates working in TIC, FATA University:

  1. Launch-Pads for new participants
  2. Monthly Stipend per participant as per approved provision in PC-I
  3. As per FU rules, charges for accommodation, electricity, gas, internet charges will be deducted from the participants.
  4. Free office space, Desktop computers, Maker Lab and other facilities and internet services
  5. Free Training to participants
  6. Free Technical Assistance
  7. Free help in Business Plan Development
  8. Free Access to financial expert
  9. Free Access to Legal expert
  10. Free Access to Marketing Personnel
  11. Free help in locating venture capitalist
  12. Activities such as seminars and workshops

- The operating and maintenance costs for running the Incubation facility includes the cost for providing facilities such as electricity, gas, water, internet, other fixed assets, machinery and equipment will be paid by FATA University to the extent possible.
- To bring different stakeholders from industry and other institutions, an Entrepreneurial Work Group comprising of nominee of DGoST, FATA University and relevant stakeholders, will be formed under the leadership of Vice Chancellor FATA University. This workgroup will meet quarterly or when required to review the progress of Technology Incubation Center and provide strategic advice and guidance to the Incubation Center's management.
- To provide expert guidance to the startups at Incubation Center, DGoST and FATA University will strive to establish a large network of the best mentors from diverse Institutions/ industries for matching an individual's needs with an experienced adviser for guidance. These mentors will guide and give advice to the incubation participants at their germination, incubation and acceleration stages.

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- FATA University shall nominate a focal person to keep close liaison with DoGST and other relevant stakeholders regarding the establishment of Technology Incubation Center,
- Teams from FATA University and DGoST team will monitor the day-to-day progress during its operations and implementation.
- The FATA university shall launch an awareness program across the Newly Merged Districts/FR's to encourage all university/colleges level students across Newly Merged Districts/FR's to be part of TIC to commercialize their innovative ideas through a merit-based selection process.
- FATA University and DGoST will strive to develop networks with Venture Capitalist, Angel Investors, to bring them and the participants on the same platform for running the Technology Incubation Center.
- FATA University will make it sustainable & operational after completion of project life.

C. Party I and Party II

- The two parties understand that the FATA University will make every reasonable effort to provide the services and facilities as described in this Agreement within the available resources including those provided by DGoST, to the selected incubation center participants.
- The parties further understand that some of clauses of this agreement, particularly those related to sharing of revenues, shall also require the agreement of relevant group of incubation center participants and the companies.
- The FATA University will endeavor to negotiate with the companies for it to contribute 5% of its net profit, if any, from its commercialize product & service/ enterprises to the Science, Technology and Innovation Endowment Fund.

3. Force Majeure:

Neither party shall be liable to each other or to the others, for loss or damage caused by non-performance, or a delay in the performance, of its obligations under this agreement to the extent the same resulted from circumstances amounting to force majeure including inter-alias, strikes, labor disturbance, embargoes, riots, fires, floods, war, hurricanes, shortage of materials, Acts of God and acts of State or public authorities, or other causes beyond the reasonable control of the Party/Parties.

4. Arbitration:

In case, any issue or difference arises between the parties relating to interpretation of, or affect any of the terms of agreement or any provision thereof; the representatives of the parties shall in first instance meet in an endeavor to resolve the issue and failing such resolution, the matter shall be referred to a neutral body under arbitration act 1940 whose decision will be FINAL and binding on both the PARTIES and no PARTY shall have the right to approach any court of law in any manner.

5. Validity

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The validity of this Agreement shall be *three (3)* years or till the completion of project or unless extended by mutual agreement. Nevertheless, either of the two parties may terminate it subject to a six-month prior notice. In that event FATA University and DGoST shall agree on the action to be taken concerning cooperation activities already in progress.

6. Cancellation of the Agreement:

This agreement shall stand cancelled, if deemed necessary at any stage, due to the circumstances beyond the control or non-fulfillment of the obligation by either party as laid down in this agreement. In such case, neither party shall be held responsible for any loss, which may accrue to the other.

This Agreement is hereto executed on this day of November 2025.

For and on behalf of FATA University

Vice Chancellor, FATA University

For and on behalf of DGoST

Director IT, DoGST

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