

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE MINISTRY OF SCIENCE AND TECHNOLOGY
OF THE ISLAMIC REPUBLIC OF PAKISTAN**

AND

**THE MINISTRY OF INTER PROVINCIAL COORDINATION
OF THE ISLAMIC REPUBLIC OF PAKISTAN**

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This Memorandum of Understanding dated 14th January, 2021 (hereinafter referred to as "**MOU**") is concluded and entered into between:

1. **The Ministry of Science and Technology**, having its headquarters located at 1-Constitution Avenue, G-5/2, Islamabad(hereinafter referred to as the **Ministry of Science and Technology**); and
2. **The Ministry of Inter-Provincial Coordination**, having its headquarters located at Ministry of Inter-Provincial Coordination, 2nd Floor, Kohsar Block, Pak. Secretariat, Islamabad (hereinafter referred to as the **Ministry of Inter-Provincial Coordination**).

Both entities representing the Government of the Islamic Republic of Pakistan and referred to as the "Ministries"

WHEREAS:

- A. The Parties intend to establish a cooperation framework for the development and implementation to set-up an Electronic Sports ("**Esports**") Platform in Pakistan, with a view to creating a new Esports Policy and boosting the Esport Industry with the necessary platforms and regulations in the Country and draw near to the global Esport ecosystem;
- B. The Parties have agreed to adopt MOU between the Parties to further strengthen the exchange and cooperation of bilateral relations between the Parties for the development of Esports.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants set forth in this MOU, the Parties hereby agree as follows:

1. OBJECTIVE

- 1.1. This MoU aims to establish and strengthen the relations between the two Ministries in the field of development and setting-up Esports Program and Policy and recognition of Electronic Sports as a Sport in the Islamic Republic of Pakistan.

2. AREAS OF COOPERATION

- 2.1. Within the framework of the Esports Program, the Parties agree to cooperate, through their competent authorities, in the following areas:
 - A. Developing and Setting-up an Esports Program and declaring Esports as a Sport in Pakistan and receive equal benefits as other Sports activities in Pakistan;

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- B. Agree on policy perspective and necessary regulations in Pakistan for Esports;
- C. Set-up a regulated Electronic Sport Federation under prevailing legal framework.

3. RESPONSIBILITIES OF THE PARTIES

3.1. The Ministry of Science and Technology shall itself or through various subsidiary and affiliate entities:

- A. bring the technological know-how along with the necessary expertise to set-up the Esports Program and develop a detailed business plan (specifying technology elements, timelines, pricing strategies etc.) to set-up the Program in Pakistan;
- B. structure and lay-down grassroots infrastructure for the Esports Program and contribute towards new Esport Policy;
- C. commit to offer market competitive prices and discount to Government for Esports Program facilitation;
- D. engage, train and employ local workforce in its facilities and train workforce and improve the Gaming Industry;
- E. provide support and enable the flow of information for conduct of field studies and development of business plan supporting the Esports Program;
- A. facilitate and provide the necessary support to enable working relationship with Pakistan Cricket Board to develop and issue a country-wide league;
- B. assist the Ministry of Inter-Provincial Coordination in regulating the Esports Industry.
- C. work together with the private partners to improve the Gaming Industry and provide the necessary training and youth development for the industry to grow.
- D. provide necessary support in execution of the business plan including provision of suitable sites, tax benefits and support in creating awareness for the gaming industry, facilitate the conduct of various national level programs.
- E. provide, facilitate and assist in obtaining all approvals, authorizations, visa support, assistance and permits of all relevant authorities strictly related to the implementation of this MoU.

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3.2. In accordance with the terms herein, the Ministry of Inter-Provincial Coordination along with the necessary Government agency shall:

- A. commit to declare Esports as a Sport in Pakistan and confer the same benefits to Esports as those afforded to conventional sports;
- B. provide support and enable the flow of information for conduct of field studies and development of business plan supporting the set-up of the Esports Program;
- C. regulate the Esports industry after implementing the necessary supporting regulations and policies under Rules of Business;
- D. facilitate and provide the necessary support to enable working relationship with PCB to develop and issue a country-wide league;
- E. endeavour to provide necessary support in execution of the business plan including facilitation in provision of suitable sites, tax benefits and support in creating awareness for the gaming industry, facilitate the conduct of various national level programs;
- F. facilitate and assist in obtaining all approvals, authorizations, visa support, assistance and permits of all relevant authorities strictly related to the implementation of this MoU.

4. NATURE OF THE MOU

- 4.1. This MOU is not legally binding and is not intended to give rise to rights or obligations or liabilities under national or international law, nor constitute a firm and irrevocable commitment of the Parties to carry out the Project mentioned in section 1 of this present MOU, nor to conclude any specific agreement whatsoever.
- 4.2. Furthermore, no information in this present MOU confers on a Party the right to bind the other Party

5. MISCELLANEOUS

- 5.1. The Parties agree to keep the information regarding this MOU and all other information received from either Party as strictly confidential. Neither Party will share the information shared by either Party regarding the Project with any third party, except with the prior

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written consent on a "need to know" basis in order to evaluate the Project, to external advisers and partners and as required by law.

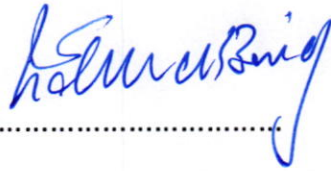
- 5.2. This MOU will come into effect upon signature and will automatically terminate upon the occurrence of the following: (i) the date on which the Parties sign another agreement that contains provisions replacing this MOU and covers obligations related to this MOU; or (ii) after one (1) year in case there is lack of sufficient progress the date of signature of this MOU; or (iii) in the event that the Parties fail to reach a reasonable conclusion on further negotiations.
- 5.3. This MOU shall be governed by and construed in accordance with applicable laws of Pakistan. The Parties shall comply with all laws, regulations and rules applicable to the performance of the obligations assumed in this MOU.
- 5.4. Any dispute arising out of or relating to this MOU, including any question relating to its existence, validity or termination, shall be settled amicably by the Parties.
- 5.5. None of the Parties may make a claim against, nor liable to the other Party as a result of this MOU, in particular in the event of non-completion of the Project described in section 1 (Objective) of this MoU.
- 5.6. Unless otherwise agreed in writing by the Parties, each Party shall bear its own cost in relation to this MOU and its implementation.
- 5.7. All studies that are produced within the framework of this MOU shall remain the sole property of the Party which produced them. Consequently, neither Party may use or assign studies received from the other Party in relation to the Objective of this MOU without the prior approval of the Party that produced the studies, unless the cost of such studies, assessed on the basis of 'independent expertise', have been paid in advance by the relying party.
- 5.8. No amendment, or modification to this MOU shall be valid unless made in writing and signed by each of the Parties.
- 5.9. The Parties agree that during the period of implementation of this MoU, all documents and notifications related thereto shall be prepared in the English language.

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IN WITNESS WHEREOF, the representatives of the Parties sign this Memorandum of Understanding.

Made in Islamabad, on 14th of January 2021, in two original copies in the English language, both texts being original and both being equally authentic.

**For the Ministry of Science and
Technology of the Islamic Republic of
Pakistan**



Dr. Shahid Baig
Chairman,
Pakistan Science Foundation
Ministry of Science and Technology
Government of Pakistan

**For the Ministry of Inter-Provincial
Coordination of the Islamic
Republic of Pakistan**



Dr. Arshad Mahmood
Director General,
Pakistan Sports Board
Ministry of Inter-Provincial
Coordination
Government of Pakistan

Most Immediate
By Special Messenger

Government of Pakistan
Ministry of Law and Justice
Law-II Section

F.No.1 (21)/2021-Law-II

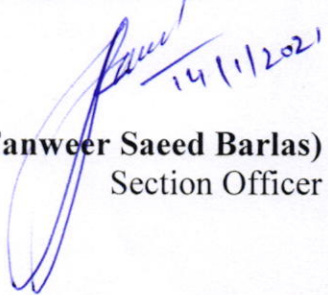
Islamabad, the 14th January, 2021.

OFFICE MEMORANDUM

Subject: - **MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE MINISTRY OF SCIENCE AND TECHNOLOGY OF THE ISLAMIC REPUBLIC OF PAKISTAN AND THE MINISTRY OF INTER PROVINCIAL COORDINATION OF THE ISLAMIC REPUBLIC OF PAKISTAN.**

The undersigned is directed to refer to the Ministry of Inter Provincial Coordination; O.M. No.17-1/2021-PSB(NF)(S-III), dated 13.01.2021 on the subject noted above and to state that the text of the draft MoU has been vetted from its legal point of view, as in pencil and is cleared, subject to fulfillment of all codal formalities.

Encl: As above


(Tanweer Saeed Barlas)
Section Officer

Ministry of Inter Provincial Coordination,
Mr. Munawar Hussain,
Section Officer (Sports-III),
Islamabad.