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**Memorandum of Understanding**  
**This Memorandum of Understanding (MOU) was made on 11 Sept. 2023.**

**BETWEEN**

**Department of Information and Communication Technology,**  
**Government of the People's Republic of Bangladesh**

ICT Tower (10th Floor), E-14/X, ICT Tower, Agargaon, Dhaka-1207 (hereinafter referred to as "DoICT", which expression, unless otherwise repugnant to the subject and context, shall mean and include its successors-in-interest and assignees, nominees, administrator, officer, and legal representatives), as the **FIRST PARTY.**

**AND**

**Bangladesh Hi-Tech Park Authority**

ICT Tower (9th Floor), E-14/X, Agargaon, Dhaka-1207 (hereinafter referred to as "BHTPA", which expression, unless otherwise repugnant to the subject and context, shall mean and include its successors and assigns), as the **SECOND PARTY.**

Both DoICT and BHTPA are hereinafter collectively referred to as "parties" and individually as "parties. Department of Information & Communication Technology (DoICT) is under the Information & Communication Technology Division and its vision is to enable a knowledge economy, good governance, and sustainable inclusive growth through e-Service delivery at citizen doorstep. The mission of the Department is to ensure high-speed e-Connectivity, e-Governance, skilled IT human resource, cyber security, generation and implementation of innovative ICT ideas, remarkable coordination, quality control, and dissemination of digital notion among the citizens.

Bangladesh Hi-Tech Park Authority has been established under the 'Bangladesh Hi-Tech Park Authority Act-2010' with the objective of creating an investment-friendly environment and creating employment through the development and growth of hi-tech industries in the country. Since its inception, the Bangladesh Hi-Tech Park Authority has been working for socio-economic development by establishing Hi-Tech Parks / Software Technology Parks / IT Training and Incubation Centers in different parts of the country to ensure employment of the country's huge youth and create skilled human resources

While both parties recognize each other's strengths and capacities, they have agreed to sign a Memorandum of Understanding (MoU) in order to collaborate in areas of mutual interest and benefit, as well as within their respective jurisdictions and capacities.

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### 1. Purpose of the MoU

This Memorandum of Understanding (MOU) is established between Director General, DoICT and Managing Director, Bangladesh Hi-Tech Park Authority to outline the terms and conditions for the utilization of space within the premises of Parks including Hi-Tech Parks/ Software Technology Parks/ Knowledge Parks/ IT Training and Incubation Center owned by the Bangladesh Hi-Tech Park Authority.

### 2. Background:

Department of ICT has officers in all district and Upazilla level who are working on digitalization of the country and to provide infrastructure for computational science and research to increase ICT technology innovation. The Hi-Tech Park Authority is a recognized entity responsible for managing and governing the infrastructure and facilities of IT development in the Hi-Tech Park and to establish international standard infrastructure creating congenial & sustainable business environment and developing IT/ITES based Industrial ecosystem and ensure all services for IT/ITES business & industries.

### 3. Areas of Collaboration

- (1) The Bangladesh Hi-Tech Park Authority will provide dedicated space to DoICT to conduct various training programs, workshops, and activities focused on ICT development. These initiatives will empower individuals with the necessary skills and knowledge to excel in the digital era, ultimately contributing to the growth of the technology sector.
- (2) The Hi-Tech Park Authority will provide designated space within its premises to DoICT on the establishment of the JOY SET Center. This center will serve as a cutting-edge ICT hub, Start-up zone, NOC, Plug and play, and switch room. By bringing together innovation and technology, the center will foster a conducive environment for entrepreneurs and start-ups to thrive.
- (3) DoICT shall ensure the proper utilization of the designated space by implementing Digital and Innovative Services at the grassroots level. This will be achieved through the installation of Digital Devices and Connectivity up to the Upazilla level, empowering communities with access to advanced digital services.
- (4) DoICT, will work towards establishing a robust Enterprise network in government offices up to the Upazilla level. This initiative aims to enhance government ICT management and operations, ensuring efficient and effective service delivery at all levels.
- (5) DoICT will establish Data center for software applications, E-Service applications, and government data storages. This secure and centralized facility will not only strengthen the Department of ICT (DoICT) but also create opportunities for Self-Employment, fostering the growth of Freelancers and entrepreneurs in the digital economy.
- (6) The Bangladesh Hi-Tech Park Authority shall provide official spaces to DoICT field-level officers for conducting the office oriented activities without any hindrance.
- (7) All expenses incurred for aforesaid activities/setup to or any other expenses relating to aforesaid activities/infrastructure shall born by DoICT.

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#### 4. Fund and Financial Matters:

The conduct of the cooperative and collaborative activities carried out in accordance with this MoU shall be subject to a non-financial agreement between the parties. Neither of these two parties shall have any financial obligations over the other caused by any of the activities carried out under the scope of this MoU. Any rent or lease money will be resolved under another agreement between DoICT and BHTPA.

#### 5. Terms and Conditions

- (1) DoICT shall have access to the designated space during the agreed-upon training periods, subject to availability and any other scheduling constraints imposed by the Hi-Tech Park Authority.
- (2) DoICT shall not make any alterations or modifications to the designated space without prior written consent from the Hi-Tech Park Authority.
- (3) DoICT shall be responsible for any damages caused to the designated space or its facilities during the training programs and shall bear the cost of repair or replacement, as deemed necessary by the Hi-Tech Park Authority.

#### 6. Content Liabilities

- 1) DoICT will ensure security to the allocated floor.
- 2) All utilities bill including internet, electricity, water supply or any other service bill for incur shall be payable by DoICT.
- 3) DoICT Shall pay for their Spaces to the second party the rent or lease money and Service Charge or any other cost as the rate of as fixed by BHTPA's Executive Committee provided that rent/lease money may be increase with mutual agreement.
- 4) DoICT shall do all the necessary maintenance of the allocated space from its Budget.
- 5) DoICT Shall not assign, sublet or part with the possession of the said office or any part thereof.
- 6) DoICT shall not remove any permanent fittings or fixtures or alter electric wiring and connections without the prior written permission of the LESSOR.
- 7) DoICT shall not cause any damage to the demised premises and to keep the same in good and tenable condition.

#### 7. Effective Date, Validity, Renewal, and Amendment of the MoU

- (1) This MOU shall be effective from the date of signing (the "Effective Date").
- (2) The MoU shall remain valid for three (03) years from the Effective Date ("MoU Period") unless terminated earlier as per the provisions of this MoU.
- (3) The memorandum of understanding may be renewed for a further period as mutually agreed between the parties.
- (4) At any time during the validity of this MOU, both parties may mutually agree to modify or amend the existing terms, conditions, or requirements of this MOU as the circumstance demands. Any modification, amendment, or change under this MOU will

not be valid unless it is in writing and duly signed by both parties.  
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## 8. Termination of the MoU

- (1) This MoU shall cease to be effective at the end of the MoU's validity period unless it is renewed or extended as per the provisions of this MoU.
- (2) Either party may terminate this memorandum of understanding at any time without incurring any liability on its part for triggering such termination by providing 30 days' prior written notice of such termination to the other party.
- (3) Consequences of termination or expiry of the MoU:  
Where this MoU is terminated pursuant to this clause or expires, upon termination or expiry:

- i. All documents containing confidential information and copies shall be returned to the respective party as soon as practicable.
- ii. Upon termination or expiry of this MoU, no Party shall be relieved of any obligation already accrued prior to the date of such termination, nor from any liability for a breach of this MoU occurring prior to the date of such termination or expiry;
- iii. The Parties shall continue to collaborate with each other for the execution of the already undertaken but unfinished project, activity, program, or assignment until such project, activity, program, or assignment is completed.

## 9. Confidentiality

The terms and conditions of this memorandum of understanding are confidential between the parties and shall not be disclosed to anyone else, except as may be necessary to effectuate its terms of collaboration. Besides that, information may be transmitted to any governmental, judicial, or regulatory authority as may be required by any law, judicial proceeding, or executive or regulatory order or procedure. In such cases, the transmitting party must notify the other party in writing of the requirement before transmitting any information.

## 10. Intellectual Property Rights (IPR)

Neither Party shall make any unauthorized use of the IPR of the other Party or cause or permit anything that may damage or endanger the IPR of the other Party or the other Party's title to such IPR, or assist or allow others to do so.

## 11. Force Majeure

- (1) Neither Party shall be liable for inadequate performance to the extent caused by any unforeseeable and unavoidable circumstance or event, such as war, strike, invasion, drought, cyclone, flood, earthquake, or any other form of natural or manmade catastrophe that is beyond the reasonable control of either Party.
- (2) The obligations of the parties under this memorandum of understanding shall be suspended for the period during which such an extraordinary situation exists. Any party relying on force majeure to suspend performance hereunder shall give the other party immediate notice thereof and, as soon thereafter as practicable, shall serve a written notice specifying the event of force majeure relied upon and the effective date of such suspension.
- (3) If the force majeure situation exists for a period of 60 consecutive days, both parties shall mutually determine the next course of action to be taken in this regard.

## 12. Legal Enforceability

This Memorandum of Understanding does not represent a legally binding contract between both parties and merely constitutes a preliminary understanding on areas of present and future cooperation regarding one or a set of pertinent initiatives. If any dispute arises as to the terms of the MoU or of any other kind, both parties shall strive to reach an amicable resolution of such dispute through mutual discussion in good faith.

