

## LETTER OF INTENT

### **On cooperation between the Ministry of Communications and Information Technologies, the Ministry of Education of the Republic of Azerbaijan, Hewlett-Packard Company and Microsoft Azerbaijan**

In an effort to bridge digital divide by expanding the application of information technologies in the Republic of Azerbaijan, to create conditions for the population to benefit from modern IT and to enhance the use of licensed software, the Ministry of Communications and Information Technologies of the Republic of Azerbaijan, the Ministry of Education of the Republic of Azerbaijan, HP and Microsoft companies have signed the Letter of Intent on cooperation for implementing the pilot stage of National PC ("Xalq Kompüteri") project.

#### **Article 1. Objective of the Letter of Intent:**

- 1.1. By implementing National PC ("Xalq Kompüteri") project, to support the Azerbaijani government's efforts towards developing information society and e-government and enhance opportunities for using state-of-the-art IT.
- 1.2. To create conditions, within the framework of National PC ("Xalq Kompüteri") project, for the population to acquire computers and licensed software on favorable terms.
- 1.3. To eliminate digital backwardness and improve computer literacy in regions.
- 1.4. To increase the number of computer users in the republic to the average level of developed countries.

#### **Article 2. Responsibilities of the Ministry of Communications and Information Technologies:**

- 2.1. To coordinate the implementation of National PC ("Xalq Kompüteri") project.
- 2.2. To conduct monitoring over delivery computers to participants in National PC ("Xalq Kompüteri") project by AzerPost State Enterprise.
- 2.3. To conduct monitoring over timely fulfillment of teachers obligations under National PC agreement with product vendor.
- 2.4. To encourage secondary school teachers who will participate in the pilot stage of National PC ("Xalq Kompüteri") project to use the Internet, to provide them with 100-hour Aztelekom.net or Bakinter.net Internet cards.

#### **Article 3. Responsibilities of the Ministry of Education:**

- 3.1 To provide a list of secondary school teachers who will participate in National PC (“Xalq Kompüteri”) project.
- 3.2 To conduct monitoring over timely fulfillment of teachers obligations under National PC agreement with product vendor.
- 3.3 To create conditions for general school teachers who will participate in National PC (“Xalq Kompüteri”) project to attend appropriate training courses to be conducted by the Ministry of Education.

#### **Article 4. Responsibilities of HP:**

- 4.1 To provide computers on special prices within the pilot stage of National PC (“Xalq Kompüteri”) project.
- 4.2 To ensure free-of-charge maintenance of computers during the post-sale warranty period on the manufacturer’s warranty conditions.
- 4.3 To provide support in conducting computer skills trainings.
- 4.4 To participate in marketing planning of National PC (“Xalq Kompüteri”) project and in project promotion activities (news conferences, round-tables, advertising campaigns).
- 4.5 To entitle HP distributor, Bestcomp Group, its operator for this project.

#### **Article 5. Responsibilities of Microsoft:**

- 5.1. The Ministry of Education of the Republic of Azerbaijan and Microsoft Ireland Operations Limited (MIOL), which is the only Microsoft entity, which is authorized to license Microsoft standard software in EMEA, including the Republic of Azerbaijan, entered into a Microsoft School Agreement (effective date: 01 September 2006), under which licensed software may be acquired at favorable terms. The software acquired under the School Agreement may – subject to the terms and conditions of the School Agreement – be used within the framework of National PC (“Xalq Kompüteri”) project.
- 5.2. Microsoft will provide support in conducting special computer skills trainings.
- 5.3. Microsoft will participate in marketing planning of National PC (“Xalq Kompüteri”) project and provide support in project promotion activities (news conferences, round-tables, advertising campaigns).
- 5.4. BestComp Group a Microsoft Authorized Education Reseller which is entitled by MIOL to provide licensed software under the Microsoft School Agreement.

#### **Article 6. Entry into force**

- 6.1. The present Letter of Intent shall become effective from the date of signing.
- 6.2. Parties may introduce additions and amendments to the present Letter of Intent on the basis of mutual consent.
- 6.3. The present Letter of Intent is signed for a period 4 (four) months. If the pilot project proves successful, the present Letter of Intent may be extended on the consent of Parties.
- 6.4. In the event of disputes relating to the interpretation or application of the present Letter of Intent, Parties shall resolve them through negotiation and consultation.
- 6.5. This Letter of Intent represents a statement of intentions only and does not create any binding legal obligations. The Parties shall at all times remain independent and separate legally, organizationally and financially.

**Article 7. Signing of the Letter of Intent**

- 7.1. The present Letter of Intent is signed in the city of Baku in the Azerbaijani and English languages in four copies. In case of discrepancies between the two language versions, the English language version shall prevail.

<p style="text-align: center;"><b>Minister of Communications and Information Technologies of the Republic of Azerbaijan</b> <b>Head of Information Society Development Department</b></p> <p style="text-align: center;">_____ <b>Rufat Gulmammadov</b></p> <p style="text-align: center;">“ ___ ” _____ 2009</p>	<p style="text-align: center;"><b>Minister of Education of the Republic of Azerbaijan</b> <b>Head of Education Management Information Systems Department</b></p> <p style="text-align: center;">_____ <b>Ismayil Sadigov</b></p> <p style="text-align: center;">“ ___ ” _____ 2009</p>
<p style="text-align: center;"><b>The Branch of Hewlett Packard International Trade B.V. in Azerbaijan Republic</b> <b>Country Manager</b></p> <p style="text-align: center;">_____ <b>R. Hadjialibayov</b></p> <p style="text-align: center;">“ ___ ” _____ 2009</p>	<p style="text-align: center;"><b>Microsoft Azerbaijan</b> <b>Country Manager</b></p> <p style="text-align: center;">_____ <b>T. Akhundov</b></p> <p style="text-align: center;">“ ___ ” _____ 2009</p>