

**STANDARD FORMS OF
JOINT VENTURE/CONSORTIUM AGREEMENTS
AND
MEMORANDUM OF UNDERSTANDING**

(First Edition)

April, 2010



**PAKISTAN ENGINEERING COUNCIL
ISLAMABAD**

ACKNOWLEDGMENT

Pakistan Engineering Council extends deep appreciations and acknowledges the tremendous contribution in developing and finalizing this document by the following members of the Pakistan Engineering Council (PEC):

- | | | |
|----|---|----------|
| 1. | Engr. M. Mazhar-ul Islam
(<i>CEO, Techno Legal Consultants, Lahore</i>) | Convenor |
| 2. | Engr Shehryar Khan
(<i>Joint Technology Adviser, Ministry of Science & Technology</i>) | Member |
| 3. | Engr M Shahid Rafiq
(<i>Chairman, APCA, Islamabad</i>) | Member |
| 4. | Engr Sohail Ahmad Khawaja
(<i>Director, MEPCO, WAPDA, Multan</i>) | Member |
| 5. | Engr Mahmood Ahmad Sulehri
(<i>GM/Head, Contract Division, NESPAK, Lahore</i>) | Member |
| 6. | Engr Arif Kasam
(<i>Honorary Secretary, ACEP, Karachi</i>) | Member |
| 7. | Engr Ayaz Mirza
(<i>Deputy General manager, KESC, Karachi</i>) | Member |
| 8. | Engr. Arshad Mahmood
(<i>Principal Engineer, NESPAK, Lahore</i>) | Expert |
| 9. | Engr. Mujahid Akbar
(<i>Chief Engineering Analyst, PICC, Lahore</i>) | Expert |

PREFACE

Pakistan Engineering Council (PEC) being the Statutory Regulatory body, entrusted to regulate the engineering profession in Pakistan has undertaken, inter alia, the standardization of country specific documents to regulate and streamline the procurement of engineering consultancy services and procurement of works. “Standard Forms of Joint Venture Agreement/Consortium Agreement/Memorandum of Understanding (MOU)” is one such document prepared by a team of experts drawn from the Employers, Constructors and Consultants Organization in Pakistan. This document has been prepared following the international practices, but conforming to the respective PEC Bye-Laws.

Any suggestions to improve this document are welcome which may please be addressed to:

Registrar
Pakistan Engineering Council
Ataturk Avenue (East)
Sector G-5/2
Islamabad

Tel # 92-51-2276225
Fax # 92-51-2276224
E-mail: registrar @ pec.org.pk

TABLE OF CONTENTS

<i>Description</i>	<i>Page No.</i>
• <i>Joint Venture Agreement</i>	<i>5</i>
• <i>Consortium Agreement</i>	<i>26</i>
• <i>Memorandum of Understanding (General)</i>	<i>38</i>
• <i>Memorandum of Understanding (For Providing / Rendering Particular Engineering Services)</i>	<i>48</i>
• <i>Declaration (Letter) of Association for Consultancy Services</i>	<i>58</i>
• <i>Non-Disclosure Agreement</i>	<i>59</i>
• <i>List of PEC Contract Documents</i>	<i>62</i>

JOINT VENTURE AGREEMENT

CONDITIONS AND TERMS

[To be executed on Rs. --- stamp paper]

THIS JOINT VENTURE AGREEMENT (hereinafter called the "Agreement") made and entered into this day of the month of 2010 by and among:

A. PRINCIPAL MEMBERS (local and foreign) comprising:

1. [Name and address of the Leading Local Member firm] (hereinafter called "[*Short Name or Acronym*]"), which expression shall include its successors, legal representatives and permitted assigns, who for the purpose of this Agreement shall hereinafter called "Leading Member";
2. [Name and address of the Member firm] (hereinafter called the "[*Short Name or Acronym*]"), which expression shall include its successors, legal representatives and permitted assigns, who for the purpose of this Agreement shall hereinafter called 'Principal Local Member';
3. [Name and address of the Member firm] (hereinafter called the "[*Short Name or Acronym*]"), which expression shall include its successors, legal representatives and permitted assigns, who for the purpose of this Agreement shall hereinafter called 'Principal Foreign Member'; and
4. [Name and address of the Member firm] (hereinafter called the "[*Short Name or Acronym*]"), which expression shall include its successors, legal representatives and permitted assigns, who for the purpose of this Agreement shall hereinafter called "Principal Foreign Member".

B. ASSOCIATE MEMBERS (local and foreign):

1. [Name and address of the Member firm] (hereinafter called the "[*Short Name or Acronym*]"), which expression shall include its successors, legal representatives and permitted assigns, who for the purpose of this Agreement shall hereinafter called "Associate Member".
2. [Name and address of the Member firm] (hereinafter called the "[*Short Name or Acronym*]"), which expression shall include its successors, legal representatives and permitted assigns, who for the purpose of this Agreement shall hereinafter called "Associate Member".

(all the above local and foreign members for the purpose of this Agreement hereinafter individually called the "Member" and collectively called the "Members")

WHEREAS

- (a) the Client (as defined hereunder) intends to appoint /has appointed the Consultants for providing engineering services; hereinafter called the "Services" for [Name/Title of the Project]; hereinafter called the "Project"; and
- (b) the Members have agreed to join hands in the form of a Joint Venture to provide the said professional engineering services.

(Note: In case Services up to 'acceptance of Proposal by the Client' are separately covered under Memorandum of Understanding (MOU), then the above text be modified accordingly)

NOW THEREFORE, the Members have agreed as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

The following words and expressions shall have the meanings assigned to them, except where the context otherwise requires:

- 1.1.1 "Client" means the person, firm, company or body named in [Schedule 1] and none other, except its legal successors and permitted assigns;
- 1.1.2 "Country" means the country named in [Schedule 1] where the Project is located;
- 1.1.3 "Day" means the period between any one midnight and the next, and "Month" means a period of one month according to the Gregorian calendar commencing with any day in the month;
- 1.1.4 "Document" means written, drawn, typed, printed, magnetized or photographic material which is capable of being copied;
- 1.1.5 "Invitation" means the invitation of the Client to a Member or Members to submit a proposal for the provision of professional engineering services for the Project;

- 1.1.6 "Joint Venture" means the joint venture formed between the Members in accordance with this Agreement;
- 1.1.7 Joint Venture Agreement, hereinafter referred to as "this Agreement", comprises the document entitled Conditions and Terms together with Schedules 1 to 4 attached there to and such other documents as may be specified in [Schedule 1] to form part of this Agreement;
- 1.1.8 "Leading Member" means the member which will take the lead in the management of the Joint Venture's affairs and which will provide the Joint Venture's Representative for liaison with the Client and, unless otherwise agreed by the Members, the Services Manager for direction of the conduct of the Services;
- 1.1.9 "Members" means the individuals or firms which have agreed to Joint Venture in connection with the Project;
- 1.1.10 "Project" means the undertaking or proposed or actual works named in [Schedule 1] in connection with which the Client intends or has commenced to proceed and requires professional services;
- 1.1.11 "Proposal" means the proposal to be prepared and submitted by the Joint Venture in response to the Invitation;
- 1.1.12 "Services" means all the services to be performed by the Joint Venture in accordance with the Proposal, any Terms of Reference or the Services Agreement, as the case may be;
- 1.1.13 "Services Agreement" means the agreement between the Client and the Joint Venture for the provision of professional services for the Project; and
- 1.1.14 "Works" means the permanent works to be constructed, including the goods and equipment to be supplied to the Client, for the achievement of the Project;

1.2 Interpretation

- 1.2.1 Words importing the singular also include the plural and the masculine includes the feminine and vice-versa where the context requires.

1.2.2 The headings in this Agreement shall not be taken into consideration in its interpretation.

1.2.3 Unless otherwise stated, all references to clauses/sub-clauses are references to clauses/sub-clauses numbered in the Conditions and Terms of this Agreement and not to those in any other document attached or incorporated by them.

2. JOINT VENTURE

2.1 The Members hereby establish a joint venture being an unincorporated association under the name of [name of joint venture] or such other name as the Members shall unanimously agree from time to time (hereinafter called the “Joint Venture”) for the purposes of:

- preparing and submitting the Proposal to the Client [Remove if not applicable];
- providing any further information, the Client may require or negotiating with the Client on any matters requiring negotiation in connection with the Proposal;
- entering into the Services Agreement with the Client, if the Proposal is accepted; and
- performing all the Services to be undertaken for the Project by the Joint Venture under the Services Agreement.

2.2 The Members hereby appoint the Leading Member and, pursuant to Sub-Clause 3.6, the representative of the Joint Venture, and confirm the addresses of the Joint Venture and the addresses of the Members respectively, as stated in [Schedule 1].

2.3 Unless otherwise agreed in writing by the Members, this Agreement shall not terminate if a Member changes its name or is taken over by, or merged with, another company or partnership provided that such successor name, company or partnership is an independent professional firm acceptable to the Client (such change to be notified to the Client and his acceptance obtained).

3. PROPOSAL SUBMISSION

3.1 The Members shall make all reasonable endeavours to obtain from the Client the award of the Services in accordance with the conditions of the Invitation or such conditions as may subsequently be agreed between the Client and the Joint Venture.

- 3.2 The preparation and submission of the Proposal shall be undertaken jointly by the Members. The Leading Member shall co-ordinate the preparation of the Proposal and its submission to the Client. The Members shall cooperate with the Leading Member. The Members shall perform with all reasonable skill, care and diligence their respective functions as allotted by the Policy Committee until the award of the Services to the Joint Venture and signing of the Services Contract Agreement or until the provisions of Sub-Clauses 16.1 and 16.3 have been satisfied.
- 3.3 Once the Proposal has been submitted to the Client no changes may be made or additional information or explanations given without the consent of all the Members until the Services Agreement is effective.
- 3.4 The Members shall enter into the Services Agreement, if it is awarded to the Joint Venture, in accordance with the Proposal, or the Proposal as amended, subsequent to its submission, by agreement between the Client and the Joint Venture.
- 3.5 Upon the execution of this Agreement, each of the Members shall grant a Power of Attorney in favour of a person nominated by it as its Representative, as designated in [Schedule 1]. The Representatives of each Member will constitute the Policy Committee of the Joint Venture. Under the Power of Attorney granted to him, the Representative of a Member shall thereby have authority to sign the Proposal and the Services Agreement on behalf of and in the name of that Member. The signature of its Representative shall bind each Member in respect of all obligations and liabilities it assumes under this Agreement.
- 3.6 Subject to directions of the Policy Committee, the Representative of the Leading Member shall be the representative of the Joint Venture for the purpose of correspondence and discussion with the Client on matters involving the interpretation of the Services Agreement and alterations to its terms and to the Services to be performed.

4. PERFORMANCE OF THE WORK

- 4.1 The work to be performed under the Services Agreement shall be carried out in accordance with the terms and conditions of the Services Agreement and this Agreement. In the event of any inconsistency between the terms of the Services Agreement and this Agreement regarding the performance of the work, the Services Agreement shall prevail, subject to Sub-Clauses 4.3 and 4.4 below.
- 4.2 Each Member shall be responsible for fulfilling the obligations prescribed in [Schedule 3] in accordance with the terms of the Services Agreement to the satisfaction of the Client, subject to Sub-Clauses 4.3 and 4.4 below.

4.3 The apportionment of the Joint Venture's obligations between the Members in accordance with [Schedule 3] can be amended by agreement between the Members, subject to the consent of the Client if required by the Services Agreement.

4.4 Any alterations or additions to the Services to be carried out under the Services Agreement shall be made only with the consent or on the instructions of the Client in accordance with the Services Agreement. Responsibility for carrying out additional obligations shall be as agreed between the Members, subject to the consent of the Client if required by the Services Agreement.

5. LANGUAGE AND LAW

5.1 The following shall be stated in [Schedule 1]:

- the language in which this Agreement shall be written and interpreted; and
- the country or state, the law of which shall apply to this Agreement.

6. EXCLUSIVITY

6.1 Unless otherwise agreed by the Members, no Member shall engage in any activity related to the Project, other than as a Member of the Joint Venture and in accordance with the terms and conditions of this Agreement. Each Member warrants that its subsidiaries and other firms or individuals over which it has control will comply with this requirement.

7. EXECUTIVE AUTHORITY

7.1 No Member shall have authority to bind or to make any commitment on behalf of the Joint Venture or of any other Member unless such authority is expressed in writing by the Members jointly in regard to the Joint Venture, or by a Member individually in regard to the (other) Member.

7.2 From the date of this Agreement until the award of the Services Agreement to the Joint Venture or until this Agreement shall terminate in accordance with its terms, whichever is the earlier, the following matters shall require the unanimous consent of the Members:

- for the purpose of submitting the Proposal, the respective responsibilities and obligations to be undertaken by the Members

under the Services Agreement, subject to the conditions of the Invitation;

- for the purpose of submitting the Proposal, the prices and terms and conditions of payment comprised in the Proposal as applicable to the Joint Venture generally, and to the Members separately, subject to the conditions of the Invitation; and
- any communication to, or response to communication from, the Client either written or oral and any commitment of any kind to the Client or any other party in connection with the Proposal.

- 7.3 From the date of the award of the Services Agreement to the Joint Venture, decisions on the policies of the Joint Venture shall be vested in a Policy Committee comprising the Representative of each of the Members specified in accordance with Sub-Clause 3.5.
- 7.4 Each Member shall provide notice of its Representative on the Policy Committee and shall give prior notice of any change in such appointment (s), temporary or otherwise, as may occur from time to time.
- 7.5 The representative of the Leading Member on the Policy Committee shall be the Chairman of the Committee. The Chairman shall ordinarily convene the meetings of the Committee and may invite others whom he wishes to attend, in order to inform or advise the Representatives, or to record the proceedings of the Committee. The minimum frequency of Policy Committee meetings shall be as mentioned in the [Schedule 1].
- 7.6 In the event of there being disagreement between members of the Policy Committee on matters not otherwise prescribed in this Agreement the Chairman shall be entitled to use a casting vote.
- 7.7 Meetings of the Policy Committee shall take place at least as frequently as prescribed in [Schedule 1], unless otherwise agreed by the Members. A Member may convene a meeting of the Committee at any time by giving at least fourteen days notice in writing to the Members.
- 7.8 Minutes shall be kept, in the language named in [Schedule 1], of all meetings of the Policy Committee and copies of all such minutes shall be circulated to the Members.
- 7.9 The Members respectively agree to act (and agree that their respective representatives on the Policy Committee shall act) at all times in the best interests of the Joint Venture in taking any actions relating to the Project and shall use all reasonable endeavours to settle any disputes arising between them in connection with the Joint Venture.

- 7.10 Each Member shall appoint a Local Representative in each locality where that Member is to work. The Local Representative of a Member shall be responsible for the obligations to be undertaken by it in the said locality and for performance of its responsibilities in that locality under this Agreement.
- 7.11 Each Member shall notify the other of its Local Representative and responsibilities assigned to him and shall give prior notice of any change in such appointment (s) or assignment (s) of responsibilities as may occur from time to time.
- 7.12 A Services Manager shall be appointed. Unless otherwise agreed by the Members, the Leading Member shall appoint him and will be entitled to subsequently remove him from that position and appoint a replacement.
- 7.13 The Services Manager shall manage and supervise the performance of the work under the Services Agreement in accordance with the directions of the Policy Committee, and shall report to the Policy Committee on the performance and progress of the work as and when required by that Committee.
- 7. 14 The Local Representatives shall work under the direction of the Services Manager.

8. DOCUMENTS

- 8.1 All documents produced by a Member or the Members in connection with the Project which are made available to persons other than the Members shall bear the name of the Joint Venture.
- 8.2 All documents prepared by either of the Members in connection with the performance of work under the Services Agreement, and which are submitted to the Client or are to be made available to third parties, shall be signed by the Services Manager, unless they concern the interpretation of the Services Agreement or alteration to its terms or Services to be performed.
- 8.3 Each Member shall have unrestricted access to any work carried out by the Members in connection with the Project.
- 8.4 Copies of all documents submitted to the Client by or on behalf of the Joint Venture by a Member shall be circulated to the Members as soon as reasonably practicable following such submission.
- 8.5 During the period of this Agreement and after the termination of the Agreement without limit in point of time, no Member shall disclose to any

person any information which it obtains through its participation in the Joint Venture (and shall ensure that its employees shall observe such restrictions) unless the said information:

- becomes public knowledge;
- must be disclosed for the proper performance of the Services; or
- is published with the approval of the Joint Venture and, when required under the Services Agreement, of the Client.

No Member shall utilize photographs, or other data describing the Project, in promoting its own business, without the approval of the other Member(s).

- 8.6 Except as may be otherwise provided under the Services Agreement, the copyright in documents produced by a particular Member in connection with the Project is granted to the Members and each Member hereby licenses the Members to use and reproduce documents produced by it.
- 8.7 Except as provided in Sub-Clause 8.6, each Member shall indemnify the Members against all claims, liabilities, damages, costs and expenses sustained as a result of reusing the designs, drawings and other documents produced for the Project on other projects.

9. PERSONNEL

- 9.1 Each Member shall assign a sufficient number of its employees to the Project so that the provisions of this Agreement are complied with and the Services are carried out in accordance with the Services Agreement. Unless specifically agreed otherwise, the Joint Venture shall have no employees of its own.
- 9.2 Each Member shall be responsible for all actions of its staff and shall continue to be responsible in all ways for its own obligations as employer of its employees.
- 9.3 Notwithstanding the foregoing provisions of this Clause, each Member may allow; any person, firm or corporation over which it exercises management control; to fulfill any of the obligations for which it is responsible under this Agreement provided that, in such circumstances, the control of and responsibility for those obligations shall at all times remain vested in the Member.
- 9.4 Each Member shall be entitled to invite, subject to the approval of the Client (if required) and to the agreement of the Members, sub-consultants to carry out any of that Member's obligations, provided that in such

circumstances the control of and responsibility for undertaking those obligations shall at all times remain vested in the Member in question.

- 9.5 The engagement of sub-consultants by the Joint Venture shall be subject to the provisions of Clause 7.

10. ASSIGNMENT AND THIRD PARTIES

- 10.1 No Member shall sell, assign, mortgage, pledge, transfer or in any way dispose of any rights or interests under this Agreement, or its interests in any sums payable by the Client other than by a change in favour of its bankers of any monies due or to become due under the Service Agreement, without the prior written consent of the Members.
- 10.2 This Agreement is exclusively for the benefit of the Members and shall not be construed as conferring, either directly or indirectly, any rights or causes of action upon third parties.

11. SEVERABILITY

- 11.1 If any part of any provision of this Agreement is found by an arbitrator or Court or other competent authority to be void or unenforceable, such part of the provision shall be deemed to be deleted from this Agreement and the remainder of such provision and the remaining provisions of this Agreement shall continue to be in full force and effect.
- 11.2 Notwithstanding the foregoing, the Members shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the part of the provision found to be void or unenforceable.

12. MEMBER IN DEFAULT

- 12.1 In the event of insolvency of a Member, the other Member [or remaining Member (s) of rest of JV] is hereby irrevocably constituted and appointed to act for it in all matters affecting performance of this Agreement.
- 12.2 A Member that delays or fails to fulfill its obligations in whole or in part under this Agreement shall be deemed in default and shall indemnify the other Member (s) in respect of the consequences.
- 12.3 A notice in writing from the Client that the performance of obligations under the Services Agreement is unsatisfactory or that the continued involvement of a Member is no longer required in whole or in part shall for the purposes of this Clause mean that the Member concerned is in default unless otherwise agreed by the other Member(s).

- 12.4 If the default of a Member shall be such that the Member in question shall be substantially in breach of its obligations hereunder, the other Member(s) shall be entitled to reassign the work concerned.
- 12.5 Any actions taken by the other Member against the defaulting Member pursuant to the preceding Sub-Clauses of hereof shall be without prejudice to any rights to which he may be entitled at law against the defaulting Member.
- 12.6 If a reassignment of work under the Services Agreement is made in accordance with this Clause, the defaulting Member shall not obstruct the Member who undertakes the reassigned work and shall provide him with access to all documents and information necessary for its proper performance.
- 12.7 Any sums received by the Joint Venture in payment for the defaulting Member's obligations already undertaken shall be used to compensate any loss or damage resulting from the default of that Member. The defaulting Member shall remain responsible for providing guarantees and bonds relevant to the obligations allocated to that Member prior to such reassignment until the completion of the Services.
- 12.8 If all of the defaulting Member's obligations are reassigned in accordance with this Clause, the other Member(s) shall be entitled to and shall:
- carry on and complete the performance of the Services Agreement without the participation of the defaulting Member, its successors, receivers or other legal representatives and continue to act in accordance with the terms of this Agreement (as amended to take account of the non-participation of the defaulting Member); and
 - retain for the performance of the Services Agreement all equipment and materials purchased therefor and all assets owned by the Joint Venture at the time of the default by the defaulting Member until the completion of the Services. The defaulting Member, its successors, receivers or other legal representatives shall execute and do all deeds, documents and things necessary to enable the said equipment and materials to continue to be so used and to enable the Joint Venture to continue without involvement of the defaulting Member.
- 12.9 Upon completion or earlier termination of the Services Agreement and receipt of all amounts due thereunder, the remaining Member(s) shall account to the Member in default which shall be entitled to receive an amount equal to any sums provided by the defaulting Member towards any general funds which shall not previously have been expended, plus

such Member's share of any funds of the Joint Venture due to it, reduced by any losses or damage occasioned by its default.

- 12.10 In the event that the share of the losses chargeable to the defaulting Member exceeds any sums provided by the defaulting Member to any general funds and the share of any funds of the Joint Venture due to it in accordance with the terms of this Agreement, the defaulting Member shall promptly pay the excess to the remaining Member(s).

13. DURATION OF THE AGREEMENT

- 13.1 If it has been jointly established by the Members that the Proposal will not be accepted by the Client or if it has not been accepted by the Client within the period allowed for acceptance in accordance with the Proposal or any extension of that period subsequently agreed between the Client and the Joint Venture, this Agreement shall thereupon terminate forthwith.
- 13.2 If the Proposal is accepted by the Client, this Agreement shall continue to have full force and effect and shall continue the same when the Services Agreement is entered into with the Client, until confirmation has been received from the Client that the Services have been completed, or the Services Agreement has been terminated, and all accounts relating to the Services between the Joint Venture, the Client and third parties and between the Members are acknowledged as settled.
- 13.3 Provided that the terms of this Agreement shall nevertheless continue to bind the Members to such extent and for so long as may be necessary to give effect to the rights and obligations specified in the Agreement.

14. LIABILITY

- 14.1 Each of the Members warrants that it will indemnify and keep indemnified the other Member (s) against all legal liabilities arising out of or in connection with the performance, or otherwise, of its obligations under this Agreement.
- 14.2 In the event of it being alleged by one Member in writing that any legal liability is attributable to the other Member or to the remaining Members, the Members shall use reasonable endeavors to reach agreement on the liabilities to be borne by each of the Members, and in the event of the Members failing to so agree, a proper apportionment shall be determined by arbitration in accordance with Clause 19.

15. INSURANCE

- 15.1 Unless otherwise agreed by the members, each Member individually shall make all reasonable efforts to maintain insurance coverage in the amounts stated in [Schedule 2] as protection against all legal liabilities arising out of or in connection with the performance, or otherwise, of its obligations under this Agreement.
- 15.2 Each Member shall make all reasonable efforts to maintain insurance cover in the amounts stated in [Schedule 2] for public/third party liability insurance and any other insurances necessary to comply with the Services Agreement.

16. PROMOTIONAL AND PROJECT COSTS, PROFITS, LOSSES AND REMUNERATION

- 16.1 Each Member shall be reimbursed the costs and expenses incurred by it in connection with the promotion, preparation, negotiation and submission of the Proposal, as per actual expenses or as prescribed in [Schedule 4].
- 16.2 If [Schedule 4] does not prescribe the reimbursement of promotional costs and expenses each Member shall bear the costs and expenses which it incurs.
- 16.3 All payments to the Members shall be made in accordance with [Schedule 4] and the financial policy of the Joint Venture is as set out in that Schedule.

17. FINANCIAL ADMINISTRATION AND ACCOUNTING

- 17.1 Each Member shall be responsible for keeping its own account in respect of payments due to it and for its own financial affairs generally. Each Member shall be responsible for dealing with its own income tax affairs, and its own social security affairs; where relevant, and for accounting accordingly to the relevant authorities.
- 17.2 The Leading Member shall be responsible for provision of Financial Administration Services as set out in [Schedule 2].

18. GUARANTEES AND BONDS

- 18.1 Unless otherwise agreed by the Members, the Members severally shall provide guarantees and bonds in proportion to their respective shares in the Services sufficient for the total of guarantees and bonds required of the Joint Venture by the Client. The Members severally shall be

responsible for administration and extensions, if required, of the guarantees and bonds they have provided.

19. ARBITRATION

- 19.1 Any dispute arising in connection with this Agreement which cannot be resolved by the Members in accordance with the terms of this Agreement shall be settled by arbitration in accordance with the Rules stipulated in [Schedule 1]. The Members agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made.
- 19.2 Judgment upon the award rendered in any arbitration proceedings may be entered in any court having jurisdiction by any of the Members or application may be made to such court for, a judicial acceptance of the award and an order for enforcement (as the case may be).

20. NOTICES

- 20.1 Notices under the Agreement shall be in writing and will take effect from receipt at the address stated in [Schedule 1]. Delivery can be by hand or facsimile message against a written confirmation of receipt or by registered letter or courier.
- 20.2 The official address of the Joint Venture to be included on all documentation signed in the name of the Joint Venture shall be as designated in [Schedule 1] hereto or such other address as shall be agreed from time to time by the Members, subject to the requirements of the Services Agreement.

21. SOLE AGREEMENT AND VARIATION

- 21.1 This Agreement is as specified in Sub-Clause 1.1.7 and is the sole agreement between the Members and supersedes any previous agreements between them relating to the matters referred to herein. Variations and addenda may be made to this Agreement, including the admission of new Members to the Joint Venture, by written instrument which shall be effective upon being signed by all Members (or on their behalf by their Representatives), provided that if a Member is considered by the other Member(s) to be in default pursuant to Clause 12 his agreement and signature is not required.

IN WITNESS WHEREOF the Members hereto have executed this Agreement in [state number of copies] identical counterparts each of which shall be deemed as original.

1. For and on behalf of
[Name of the Leading Member firm]

Name of
Authorized Representative: _____

Designation: _____

Date: _____

Seal: _____

2. For and on behalf of
[Name of the Member firm]

Name of
Authorized Representative _____

Designation _____

Date: _____

Seal _____

3. For and on behalf of
[Name of the Member firm]

Name of
Authorized Representative _____

Designation _____

Date: _____

Seal _____

4. For and on behalf of
[Name of the Member firm]

Name of
Authorized Representative _____

Designation _____

Date: _____

Seal _____

5. For and on behalf of
[Name of Associate Member]

Name of
Authorized Representative _____

Designation _____

Date: _____

Seal _____

JOINT VENTURE AGREEMENT DATA SHEET

[Instructions are provided, as needed, in italics.]

Clause Reference

1.1.1 NAME AND ADDRESS OF THE CLIENT:

[Insert name and address of the Client.]

1.1.2 COUNTRY:

[Insert the name of Country where the project is located.]

1.1.10 PROJECT BRIEF:

[Insert project name and brief description.]

2.2, 3.5 LEAD MEMBER, REPRESENTATIVE OF JOINT VENTURE AND MEMBERS OF JOINT VENTURE:

3.6& 20 *[Insert the name and Address of Joint Venture]*

[Insert the name and address of Lead Member.]

[Insert the name and address of Representative of Lead Member/ Joint Venture.]

[Insert the names and addresses of all the JV Members.]

5.1 LANGUAGE AND LAW:

The joint Venture Agreement shall be written and interpreted in English Language

The Law of Islamic Republic of Pakistan shall apply to this Agreement.

7.5 MINIMUM FREQUENCY OF POLICY COMMITTEE MEETINGS:

[Insert the minimum frequency of Policy Committee Meetings keeping in view the Project size and complexity.]

19.1 RULE OF ARBITRATION:

[Insert the rule of Arbitration which shall apply to the Joint Venture Agreement]

FINANCIAL POLICY

[Instructions are provided, as needed, in italics.]

Clause Reference

15 INSURANCES:

15.1 *[Amounts to be inserted hereunder for each member to maintain the insurance cover as protection against all legal liabilities arising out of or in connection with the performance, or otherwise, of its obligations under this Agreement]*

<u>Name of Member</u>	<u>Amount against Insurance Coverage</u>
-----	-----
-----	-----
-----	-----
-----	-----
-----	-----

15.2 *[Amounts to be inserted hereunder for each member to maintain the insurance cover for public/third party liability insurance and any other insurances necessary to comply with the Services Agreement]*

<u>Name of Member</u>	<u>Amount against Insurance Coverage</u>
-----	-----
-----	-----
-----	-----
-----	-----
-----	-----

FINANCIAL POLICY

17.2 FINANCIAL ADMINISTRATION SERVICES:

[Financial Administration Services to be set out by the Leading Member]

**OBLIGATION BETWEEN THE MEMBERS (AS PROVIDED IN
SCHEDULE 1)**

[Instructions are provided, as needed, in italics.]

Clause Reference

4 PERFORMANCE OF THE WORKS

A. Pre-Award Stage

[Describe the obligations of each Member for pre-award stage]

B. Post -Award Stage

[Describe the obligations of each Member for post-award stage in accordance with the terms of the Services Agreement to the satisfaction of the Client]

FINANCIALS

SCHEDULE 4

[Instructions are provided, as needed, in italics.]

Clause Reference

16. PROMOTIONAL AND PROJECT COSTS, PROFITS, LOSSES AND REMUNERATIONS

A. Pre-Award Stage

16.1

&

16.2 Estimated/Notional Expenses

[Insert estimated/notional expenses incurred for promotion and preparation of proposal as hereunder]

Name of Member

Estimated/Notional Expenses

B. Post -Award Stage

16.3 Financial Policy of JV

[Financial policy of the Joint Venture to be as set out]

CONSORTIUM AGREEMENT

CONDITIONS AND TERMS

(To be executed on Rs.....Stamp Paper)

THIS CONSORTIUM AGREEMENT (hereinafter called the "Agreement") is made and entered into this day of the month of..... 2010, by and among:

1. *[Name of Leading Member]* through Authorised Signatory *[Name of Authorised Person]* having their principal place of business at *[Address]* for and on behalf of *[Name of Leading Member]* (hereinafter called the "Consultant") of the ONE PART;
2. *[Name of Member]* through Authorised Signatory *[Name of Authorised Person]* having their principal place of business at *[Address]* in Pakistan for and on behalf of *[Name of Member]* (hereinafter called the "Consultant") of the SECOND PART;
3. *[Name of Member]* through Authorised Signatory *[Name of Authorised Person]* having their principal place of business at *[Address]* in Pakistan for and on behalf of *[Name of Member]* (hereinafter called the "Consultant") of the THIRD PART;
4. *[Name of Member]* through Authorised Signatory *[Name of Authorised Person]* having their principal place of business at *[Address]* in Pakistan for and on behalf of *[Name of Member]* (hereinafter called the "Consultant") of the FOURTH PART;
5. *[so on as required]*

All the above for the purpose of this Agreement hereinafter individually called the "Member" and collectively called the "Members"

WHEREAS

- (a) *[Name of Client]* has desired to appoint *[Name of the Consortium]* comprising above Members as the Consultants for providing engineering services; herein after called the "Services" for *[Name of the Project]*; hereinafter called the "Project"; and

- (b) the Members have agreed to join hands in the form of a Consortium to provide the professional engineering services for the said Project on the terms and conditions as set forth in this Agreement ;

NOW THEREFORE, in consideration of the mutual covenants of the Members, the sufficiency whereof is hereby acknowledged and other good valuable considerations, the Members have agreed as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

Capitalized terms used in this Agreement shall have their respective defined meanings, and/or shall have the meanings specified in the Contract and the Tender Document and subsequently signed Contract between Client and Consultant, unless the context expressly or by necessary implication otherwise requires.

- 1.1.1 "Client" means the person, firm, company or body named in [*Schedule 1*] and none other, except its legal successors and permitted assigns;
- 1.1.2 "Consortium" means the Consortium formed between the Members in accordance with this Agreement;
- 1.1.3 "Country" means the country named in [*Schedule 1*] where the Project is located;
- 1.1.4 "Day" means the period between any one midnight and the next, and "Month" means a period of one month according to the Gregorian calendar commencing with any day in the month;
- 1.1.5 "Document" means written, drawn, typed, printed, magnetized or photographic material which is capable of being copied;
- 1.1.6 "Invitation" means the invitation of the Client to a Member or Members to submit a proposal for the provision of professional engineering services for the Project;
- 1.1.7 "Lead Member" means the member which will take the lead in the management of the Consortium's affairs.
- 1.1.8 "Members" means the individuals or firms which have agreed to form a consortium in connection with the Project;

- 1.1.9 "Project" means the undertaking or proposed or actual works named in [*Schedule 1*] in connection with which the Client intends or has commenced to proceed and requires professional services;
- 1.1.10 "Proposal" means the proposal to be prepared and submitted by the Consortium in response to the Invitation;
- 1.1.11 "Services" means all the services to be performed by the Consortium in accordance with the Proposal, Terms of Reference or the Services Contract, as the case may be;
- 1.1.12 "Services Contract" means the contract between the Client and the Consortium for the provision of professional services for the Project; and
- 1.1.13 "Works" means the permanent works to be constructed, including the goods and equipment to be supplied to the Client, for the achievement of the Project;

1.2 Interpretation

- 1.2.1 For the purpose of this Agreement, where the context so requires, (i) the singular shall be deemed to include the plural and vice-versa and (ii) masculine gender shall be deemed to include the feminine gender and vice-versa.
- 1.2.2 References to a "person" if any shall, where the context so admits, include references to natural persons, partnership firms, companies, bodies corporate and associations, whether incorporated or not or any other organization or entity including any governmental or political subdivision, ministry, department or agency thereof.
- 1.2.3 The headings and sub-headings are inserted for convenience only and shall not affect the construction and interpretation of this Agreement.
- 1.2.4 References to the word "include" and "including" shall be construed without limitation.
- 1.2.5 Any reference to day shall mean a reference to a calendar day.

2. PURPOSE OF CONSORTIUM AGREEMENT

- 2.1 The purpose of this Agreement is to specify the responsibilities of the Members towards the Client, supplement the provisions of the Contract and the Tender Document concerning the Project and to set out further

rights and obligations of the Members supplementing but not conflicting with those present in the Contract and the Tender Document.

3. DURATION

- 3.1 This Agreement shall come into force and effect on as of the date of Signing of this Agreement by the Members. Unless otherwise terminated earlier, this Agreement shall remain effective until the complete discharge of all obligations, concerning the carrying out of the Project, which have been taken on by the Members. The duration of this Agreement may be extended, by the written agreement of the Members, for such period as deemed appropriate.

4. COORDINATOR

- 4.1 The Members hereby understand and agree that there shall be a “Lead Member” who shall be the point of contact for the purpose of the Project. It is hereby agreed by the Members that for the purpose of the Agreement M/s. *[Name of the Lead Member]* has been appointed as Lead Member. The Lead Member shall be specifically authorised by the Members to make representations and declarations on their behalf. However, it is clarified that every Member of the Consortium shall be individually responsible for a part of the Services for the Works as specified under *[Schedule 2]* and jointly and severally liable for the successful completion of the entire Project.
- 4.2 For the purpose of this Agreement, the Tender Document and the Contract, the Lead Member shall be the single point of contact for the Client, shall have the overall responsibility of the management of the Project and shall have single point responsibility for ensuring that all members of the consortium are complying with the terms and conditions set out in this Agreement.
- 4.3 All instructions/communications from Client to the Lead Member shall be deemed to have been duly provided to all the Members of the consortium.
- 4.4 For the avoidance of doubt it is hereby clarified that the all Members of the consortium shall be held individually responsible for the obligations mentioned in *[Schedule 2]* regarding their specific roles/responsibilities undertaken by them under this Agreement.

5. RIGHTS AND OBLIGATIONS

- 5.1 For delivery of all Services as per Contract with the Client, Lead Member shall be primarily accountable and responsible.

- 5.2 The Lead Member shall be responsible for the transmission of any documents and information connected with the Project to the Members concerned.
- 5.3 It is hereby clarified that representations and declarations made by the Lead Member shall be legally binding on all the Members of the Agreement.
- 5.4 Each Member shall use reasonable efforts to perform and fulfill, promptly, actively and on time, all of its obligations under this Agreement.
- 5.5 All commercial activities with the Client shall be conducted by the Lead Member.

6. RESPONSIBILITIES TOWARDS EACH OTHER

- 6.1 (a) Each Member undertake:
 - (i) to promptly notify each of the Members about any significant delay in fulfillment of milestones in relation to the Project; and
 - (ii) to inform other Members of relevant communications it receives from third parties in relation to the Project.
- (b) Each Member shall use reasonable efforts to ensure the accuracy of any information or materials it supplies hereunder or under this Agreement and promptly act to correct any error therein as soon as it came into the knowledge.
- (c) Each Member shall act in good faith. When a Member believes that for carrying out the Project or use of knowledge from the Project it might require access rights to another Member's pre-existing know-how or to another Member's knowledge and material which is not from the Project, it shall obtain written permission from the Member prior to the use of such material.
- (d) Each Member shall keep confidential all information of confidential nature, whether written or oral, concerning to this Agreement and also abide by the terms of confidentiality as described in Tender Documents and shall also abide by all the clauses of the Tender Documents.
- (e) Each Member shall share with and disclose information to other Members including confidential information and documents as may be necessary for the Project. The Members hereby understand and

agree that the information shall be used solely for the purpose of the Project and not for its own use or for any third party benefit.

7. LIABILITIES

7.1 Liability towards each other:

The Members hereby understand and agree that each Member shall be individually liable for any default with regard to the deliverables of his part under the terms and conditions of the Contract [*Schedule 2*] and the Tender Document.

7.2 Indemnification of a Member for each other:

Each Member shall indemnify each of the other Members, in respect of liability resulting from acts or omissions of itself.

7.3 Liability towards Third Parties:

Subject always to such other undertakings and warranties as are provided for in this Agreement and the Contract, each Member shall be solely liable for any loss, damage or injury to third parties resulting from its carrying out its parts of the Project and from its use of knowledge and/or know how.

8. REPRESENTATION AND WARRANTIES

8.1 The Members hereby represent and warrant that:

- (a) They are duly organised and validly existing under the laws of Pakistan and have full power and authority to enter into this Agreement and to perform their obligations under this Agreement. The execution and validity of this Agreement and the Consummation of the transactions contemplated by this Agreement have been duly authorised by all necessary action on the part of the Members.
- (b) This Agreement constitutes a valid and binding obligation of the Members, enforceable against them in accordance with the terms hereof, and the execution, delivery and performance of this Agreement and all instruments or agreements required hereunder do not contravene, violate or constitute a default of or require any consent or notice under any provision of any agreement or other instrument to which the Member is a party and tender document or by which the Members are or may be bound.
- (c) Each of the representations and warranties shall be construed as a separate representation, warranty, covenant or undertaking, as the case

may be, and shall not be limited by the terms of any other representation or warranty or by any other term of this Agreement.

- (d) The Members have read, understood and agreed with the terms and conditions of this Agreement.

9. NOTICES

- 9.1 Notices, demands or other communication required or permitted to be given or made under this Agreement shall be in writing in English language and will take effect from receipt at the address stated herein below. Delivery can be made by hand or facsimile message against a written confirmation of receipt or by registered letter or by courier subsequently confirmed by letter.

If to the Member of the First Part

[Insert name]

[Insert address]

If to the Member of the Second Part

[Insert name]

[Insert address]

If to the Member of the Third Part

[Insert name]

[Insert address]

If to the Member of the Fourth Part

[Insert name]

[Insert address]

- 9.2 Any such notice, demand or communication shall, unless the contrary is proved, be deemed to have been duly served at the time of delivery in the case of service by delivery in person or by registered post or courier at the given address.

10. LANGUAGE AND LAW

The following shall be stated in [Schedule 1]:

- (i) The language in which this Agreement shall be written and interpreted; and

- (ii) The country or state, the law of which shall apply to this Agreement.

11. ARBITRATION

- 11.1 Any and all disputes or differences between the Members arising out of or in connection with this Agreement or its performance shall, so far as it is possible, be settled amicably through consultation between the Members.
- 11.2 Any dispute arising in connection with this Agreement which cannot be resolved by the Members in accordance with the terms of this Agreement shall be settled by arbitration in accordance with the Rules of Arbitration Act 1940 of Pakistan. The Members agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made.

12. MISCELLANEOUS

- 12.1 Each Member shall bear its own legal, accounting, professional and advisory fees, commissions and other costs and expenses incurred by it in connection with this Agreement and the transactions contemplated herein.
- 12.2 This Agreement supersedes all prior discussions and agreements (whether oral or written, including all correspondence) if any, between the Members with respect to the subject matter of this Agreement. In the event of any conflict between the terms of this Agreement and the Contract and the Tender Document, the terms of the Contract shall prevail.
- 12.3 Any provision of this Agreement, which is invalid or unenforceable, shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof.
- 12.4 This Agreement shall be governed and interpreted by, and construed in accordance with the laws of Pakistan, without giving effect to the principles of conflict of laws there under.
- 12.5 The Schedules shall have the same force and effect as if expressly set in the body of this Agreement and any reference to this Agreement shall include the Schedules.
- 12.6 No variation or modification to the terms of this Agreement shall be made except by a written amendment signed by the Members.

IN WITNESS WHEREOF, the Members have entered into this Agreement the day, month and year first above written.

1. For and on behalf of _____

Name _____

Designation _____

Date _____

Seal _____

2. For and on behalf of _____

Name _____

Designation _____

Date _____

Seal _____

3. For and on behalf of _____

Name _____

Designation _____

Date _____

Seal _____

3. For and on behalf of _____

Name _____

Designation

Date

Seal

CONSORTIUM AGREEMENT DATA SHEET

[Instructions are provided, as needed, in italics.]

Clause Reference

1.1.1 NAME AND ADDRESS OF THE CLIENT:

[Insert name and address of the Client.]

1.1.3 COUNTRY:

[Insert the name of Country where the project is located.]

1.1.9 PROJECT BRIEF:

[Insert project name and brief description.]

9(i) LANGUAGE AND LAW:

- (i) The joint Venture Agreement shall be written and interpreted in English Language.
- (ii) The Law of Islamic Republic of Pakistan shall apply to this Agreement.

OBLIGATIONS OF EACH INDIVIDUAL MEMBER

[Instructions are provided, as needed, in italics.]

Clause Reference

4.1, 4.4

& 7.1 OBLIGATIONS OF EACH INDIVIDUAL MEMBER

[Describe obligations of each individual Member of the Consortium.]

MEMORANDUM OF UNDERSTANDING (General)

Between

.....

And

.....

For

.....
[Mention brief description of Services to be provided]

This MEMORANDUM OF UNDERSTANDING (hereinafter called the “MOU”) is made and entered into thisday of the month of 2010, by and between:

1. *[Name & address of First/Leading Party]*, with its head office located at *[Address of office with city name]* (hereinafter called “*[short name/acronym]*”), which expression shall include its successors, legal representatives and permitted assigns; and
2. *[Name & address of Second Party]*, with its head office located at *[Address of office with city name]* (hereinafter called “*[short name/acronym]*”), which expression shall include its successors, legal representatives and permitted assigns.

(Both of above for the purpose of this MOU hereinafter individually called the “Party” and collectively called the “Parties”)

NOW THEREFORE, the Parties agreed hereto and hereby define the general understanding for their mutual collaboration before submitting the proposal and after the acceptance of proposal by the Client, as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following words and expressions shall have the meanings assigned to them, except where the context otherwise requires:

- 1.1.1 “Association” means the understanding formed between the Members in accordance with this MOU;

- 1.1.2 "Client" means the person, firm, company or body named as client in the Joint Venture/Consortium Agreement and none other, except its legal successors and permitted assigns;
- 1.1.3 "Contract" means the Contract between the Client and the Joint Venture/Consortium for the provisions of professional services for the Project;
- 1.1.4 "Country" means [State the name of the "Country"] where the Project is located;
- 1.1.5 "Invitation" means the invitation of the Client to submit a proposal for the provision of particular engineering services for the Project;
- 1.1.6 "Joint Venture" means the joint venture to be formed between the Members for the Project;
- 1.1.7 "Joint Venture Agreement" means the formal agreement to be entered between the Joint Venture Members, upon acceptance of proposal for the Project;

In case of Consortium Agreement

- 1.1.6 "Consortium" means the consortium to be formed between the Members for the Project;
- 1.1.7 "Consortium Agreement" means the formal agreement to be entered between the Consortium Members, upon acceptance of proposal for the Project;
- 1.1.8 "Proposal" means the proposal to be prepared and submitted by the Members in response to the Invitation, by the Client;
- 1.1.9 "Services" means all the services to be performed by the Members in accordance with the Proposal or Contract, as the case may be;
- 1.1.10 "Representative" means the person nominated by the Members(s) of the Joint Venture/Consortium through Power of Attorney to sign the Proposal and the Contract on behalf of and in the name of that Member. The signature of Representative shall bind each Member in respect of all obligations and liabilities it assumes under the Joint Venture/ Consortium Agreement.
- 1.1.11 "Leading Member" means the Member which will take the lead in the management of the Association's affairs under this MOU and which will provide the Association's Representative for liaison with

the Client and, unless otherwise agreed by the Members, the Services Manager for direction of the conduct of the Services;

1.1.12 “Day” means the period between any one midnight and the next, and “month” means a period of one month according to the Gregorian calendar commencing with any day in the month; and

1.1.13 “Document” means written, drawn, typed, printed, magnetized or photographic material which is capable of being copied.

1.2 Interpretation

1.2.1 Words importing the singular also include the plural and the masculine includes the feminine and vice-versa where the context requires.

1.2.2 The headings in this MOU shall not be taken into consideration in its interpretation.

1.2.3 Unless otherwise stated, all references to clauses/sub-clauses are references to clauses/sub-clauses numbered in the Conditions and Terms of this MOU and not to those in any other document attached or incorporated by them.

2. Aim

2.1 Through this MOU, [*short name of First Party*] and [*short name of Second Party*] declare their intention that following receipt of written order from the Client, they shall both collaborate to carry out [*Name of the Project (s)*], in accordance with the terms as agreed mutually under the Contract (s) to be signed with the respective Client (s).

3. Contractual Relationship

3.1 The contractual relationship between [*short name of First Party*] and [*short name of Second Party*] shall be mutually agreed between them for the specific project (s). It is neither the intention of the Parties to make nor shall this MOU be construed as forming a corporation, partnership, company or any other legal entity.

4. Technical Cooperation

4.1 According to the requirements of jobs secured, as mutually agreed between the Parties prior to carrying out [*name of the Project (s)*], [*short name of Second Party*]'s technical experts shall be available to provide

technical assistance to [*short name of First Party*] on various projects by providing inputs as follows:

- [*Mode of inputs e.g. e-mail, fax, visit (s), etc*]
-
-

Technical inputs and remunerations (in foreign currencies or other) for services for the Project(s) shall be mutually agreed through a separate joint venture/consortium agreement to be entered between the Parties.

5. Responsibility

- 5.1 Both the Parties shall be responsible for the performance of their own services agreed by the Parties with the Client and recorded in the contract signed with the Client, as well as in the joint venture/consortium agreement. Unless otherwise agreed by the Parties, [*short name of Second Party*] shall carry out [*Describe its services*] as per requirements of contract as part of its input. [*short name of First Party*] shall carryout [*Describe its services*] as per requirements of Contract as Leading Party.

6. Joint Venture/Consortium

- 6.1 Prior to preparing proposal for any project, the Parties shall agree in writing the basis of preparing proposal for that project. Such basis shall include but not limited to the division of scope of services, rights, obligations and payments.
- 6.2 In case the proposal jointly submitted by the Parties is accepted by the Client, the services shall be rendered jointly by the Parties in accordance with a Joint Venture/Consortium Agreement to be signed by the Parties. The Joint Venture/Consortium Agreement shall be signed prior to commencing the services and shall be based upon the terms of the contract signed between the Joint Venture/Consortium and the Client.

7. Business Development Costs

- 7.1 Unless otherwise agreed in writing, each Party shall bear its own business development costs in connection with preparation of its part of proposal.
- 7.2 There will be no bar on any Party to collaborate, associate or form a joint venture/consortium with any other party for projects other than those undertaken by the Parties through this MOU.

8. PROPOSAL SUBMISSION

- 8.1 The Members shall make all reasonable endeavours to obtain from the Client the award of the Services Agreement in accordance with the conditions of the Invitation.
- 8.2 The preparation and submission of the Proposal shall be undertaken jointly by the Members. The Members shall be required to provide their respective information and document on the required format to the Leading Member. The Leading Member shall co-ordinate and finalize the preparation of the Proposal and its submission to the Client. The Members shall cooperate with the Leading Member. The Members shall perform with all reasonable skill, care and diligence their respective functions, as agreed between the Members, allotted by the Policy Committee until the award of the Services Agreement to the Joint Venture/Consortium or until the provisions of Sub-Clause 16.1 have been satisfied.
- 8.3 Once the Proposal has been submitted to the Client, no changes may be made or additional information or explanations given without the consent of all the Members until the Service Agreement is signed and have become effective.
- 8.4 The Members shall enter into a formal Joint Venture/Consortium Agreement, stipulating in detail the relations between the Members on the basis of this MOU and enter into the Contract, if it is awarded in accordance with the Proposal, or the Proposal as amended, subsequent to its submission, by agreement between the Client and the Joint Venture/Consortium.
- 8.5 Upon the execution of this MOU, each of the Members shall grant a Power of Attorney in favour of a person nominated by it as its Representative. Under the Power of Attorney granted to him, the Representative of a Member shall thereby have authority to sign the Proposal and the Services Agreement on behalf of and in the name of that Member. The signature of its Representative shall bind each Member in respect of all obligations and liabilities it assumes under this MOU.
- 8.6 The Representative of the Leading Member shall be the representative of the Association for the purpose of correspondence and discussion with the Client on matters involving the interpretation of the Proposal and alterations to it and to the Services to be performed.

9. Performance of the Services

- 9.1 The Services shall be carried out by each Member in accordance with the terms and conditions as set out in the MOU and the Service Agreement. In the event of any inconsistency between the terms of this MOU and the Service Agreement regarding performance of the Services, the terms of Service Agreement shall prevail.
- 9.2 Each Member shall be responsible for fulfilling the obligations in accordance with the terms of Service Agreement.
- 9.3 The apportionment between the Members of MOU shall be recorded and amended in the Joint Venture/Consortium Agreement.
- 9.4 Any alterations or additions to be carried out under the Service Agreement shall be made only with the instruction or consent of the Client. Responsibilities for carrying out additional obligations shall be agreed between the Members, subject to the consent of the Client, if required by the Service Agreement.

10. LANGUAGE AND LAW

- 10.1 This MOU shall be written and interpreted in English Language and the law which is to be applied to this MOU shall be the law of Islamic Republic of Pakistan.

11. EXCLUSIVITY

- 11.1 Unless otherwise agreed by the Members, no Member shall engage in any activity related to the Services, unless otherwise agreed by the Members, other than as a Member of this Understanding and in accordance with the terms and conditions of this MOU. Each Member warrants that its subsidiaries and other firms or individuals over which it has control will comply with this requirement.

12. EXECUTIVE AUTHORITY

- 12.1 No Member shall have authority to bind or to make any commitment on behalf of any other Member unless such authority is expressed in writing by the Members jointly, or by a Member individually in regard to the (other) Member.

12.2 From the date of this MOU until the award of the Services Agreement or until this MOU shall terminate in accordance with its terms, whichever is the earlier, the following matters shall require the unanimous consent of the Members:

- (a) for the purpose of submitting the Proposal, the respective responsibilities and obligations to be undertaken by the Members, subject to the conditions of the Invitation or TOR;
- (b) for the purpose of submitting the Proposal, the prices and terms and conditions of payment comprised in the Proposal as applicable to the Members, subject to the conditions of the Invitation; and
- (c) any communication to, or response to communication from, the Client either written or oral and any commitment of any kind to the Client or any other party in connection with the Proposal.

13. Personnel

13.1 Each Member shall be obliged to depute as much of their personnel as are needed in timely accomplishment of the proposal for a specific project and subsequently carrying out of the project. Unless specifically agreed otherwise, under the arrangement of MOU, no employee shall be considered on its strength.

14. Assignment and Third Party

14.1 No Member shall assign, sell, transfer or in any way encumber its interest under this MOU, or its interests in any sums payable by the Client, without first obtaining the consent in writing of other Member.

15. Severability

15.1 If any part of the provisions of this MOU is found in any way to be void or not applicable, such part of the provisions shall be deemed to be deleted and remainder provisions of MOU shall continue in force and effect.

16. Member in Default

16.1 In the event of insolvency of a Member, the other Member hereby irrevocably constituted and appointed attorney-in-fact for such

insolvent Member to act for it in all matters affecting performance of the Service Agreement to be entered with the Client.

17. LIABILITY

17.1 Each of the Members warrants that it will indemnify and keep indemnified the other Member against all legal liabilities arising out of or in connection with the performance, or otherwise, of its obligations under this MOU.

17.2 In the event of it being alleged by one Member in writing that any legal liability is attributable to the other Member or to the Members, the Members shall use reasonable endeavors to reach agreement on the liabilities to be borne by each of the Members, and in the event of the Members failing to so agree, a proper apportionment shall be determined by resolution in accordance with Clause 19.

18. FINANCIAL ADMINISTRATION AND ACCOUNTING

18.1 Each Member shall be responsible for keeping its own account in respect of payments due to it and for its own financial affairs generally. Each Member shall be responsible for dealing with its own income tax affairs, and its own social security affair: where relevant, and for accounting accordingly to the relevant authorities.

20. SOLE AGREEMENT AND VARIATION

20.1 This MOU is the sole understanding between the Members and supersedes any previous understandings between them relating to the matters referred to herein. Variations and addenda may be made to this MOU, including the admission of new Member (s) to the Association, by written instrument which shall be effective upon being signed by all Members (or on their behalf by their Representatives), provided that if a Member is considered by the other Member to be in default pursuant to Clause 12 of this agreement and signature is not required.

21. Arbitration

21.1 Any dispute arising in connection with this MOU which cannot be resolved by the Parties in accordance with the terms of this MOU shall be settled amicably through negotiations, failing which the matter shall be settled by arbitration in accordance with the Rules of Arbitration Act 1940 of Pakistan.

22. Effectiveness of MOU

- 22.1 This MOU shall be effective from the date of its signing by the Parties. Unless otherwise terminated earlier, this MOU shall remain effective for *[Period of MOU]*, which shall be renewable on mutually agreed terms. Should this MOU be terminated for any reason before the completion of services under any contract with the Client, then the Parties shall be bound to complete the services in accordance with the provisions of the contract.

23. Confidentiality

- 23.1 All proprietary or confidential information relating to the Project(s) including financial aspects of this collaboration between the Parties shall not be passed on to any third party.
- 23.2 All documents and/or information forwarded by either Party to the other in connection with the preparation of proposal shall remain sole and exclusive property of the Party and shall be subject to the respective intellectual property rights.
- 23.3 Upon expiration/termination of this MOU, each Party shall:
- (i) return to the other, all such documents and/or materials including computer Diskettes/Flash drives and all copies thereof that are jointly prepared by the Parties; and
 - (ii) certify that all such documents and information and all copies have been returned to such receiving Party.

24. Notices

- 24.1 Notices under this MOU shall be in writing and will take effect from receipt at the address as notified by each Party. Delivery can be made through *[Mode of delivery]* against a written confirmation of receipt. Designation of the authorized representative of each Party, their respective addresses and other contacts are given herein below:

- (a) *[Full Name & Address of First Party]*

.....
.....
.....

Fax:
E-mail:
Website:

(b) *[Full Name & Address of Second Party]*

.....
.....
.....

Fax:
E-mail:
Website

IN WITNESS WHEREOF, the Parties hereto have signed this MOU to be executed in two identical counterparts, each of which shall be deemed as original, as of the date, month and year first above written.

For and on behalf of
[Full name of the First Party]
(short name of First Party)

For and on behalf of
[Full name of the Second Party]
(short name of Second Party)

Signature: _____

Signature: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

Seal: _____

Seal: _____

MEMORANDUM OF UNDERSTANDING

Between

[First Member]

And

[Second Member]

(For Providing / Rendering Particular Engineering Services)

THIS MEMORANDUM OF UNDERSTANDING (hereinafter called "MOU") made and entered into this day of the month of 2010, by and among:

- *[Name & complete address of First/Leading Member]* (hereinafter called "*[short name/acronym]*"), which expression shall include its successors, legal representatives and permitted assigns;
- *[Name and complete address of Second Member]* (hereinafter called the "*[short name/acronym]*"), which expression shall include its successors, legal representatives and permitted assigns;

(Both of the above for the purpose of this MOU shall hereinafter individually called the "Member" and collectively called the "Members")

WHEREAS,

- (a) *[Name of the Client]* represented by *[Name of the person/officer]* (hereinafter called the "Client") has invited through *[Mention the title of invitation]* published in daily *[Insert name of news paper]* dated *[Insert date]* to submit proposal for providing certain engineering services (hereinafter called the "Services") for *[Name of the project]* (hereinafter called the "Project");
- (b) the Members hereby intend to join hands to form an unincorporated association for the sole purpose of, preparation and submission of joint proposal as required to be submitted to the Client for carrying out the Services for the Project. In case of acceptance of proposal by the Client, the members shall perform the Services as shall be agreed through Joint Venture/ Consortium *[Use which is appropriate]* Agreement and the

contract to be entered between the Client and the Joint Venture/Consortium.

NOW, THEREFORE, the Members confirm their understanding (hereinafter called the "Association") as follows:

1. DEFINITIONS AND INTERPRETATION

1.2 Definitions

The following words and expressions shall have the meanings assigned to them, except where the context otherwise requires:

- 1.1.1 "Association" means the understanding formed between the Members in accordance with this MOU;
- 1.1.2 "Client" means the person, firm, company or body named as client in the Joint Venture/Consortium Agreement and none other, except its legal successors and permitted assigns;
- 1.1.3 "Contract" means the Contract between the Client and the Joint Venture/Consortium for the provisions of professional services for the Project;
- 1.1.4 "Country" means [State the name of the "Country"] where the Project is located;
- 1.1.5 "Invitation" means the invitation of the Client to submit a proposal for the provision of particular engineering services for the Project;
- 1.1.6 "Joint Venture" means the joint venture to be formed between the Members for the Project;
- 1.1.7 "Joint Venture Agreement" means the formal agreement to be entered between the Joint Venture Members, upon acceptance of proposal for the Project;

In case of Consortium Agreement

- 1.1.6 "Consortium" means the consortium to be formed between the Members for the Project;

- 1.1.7 "Consortium Agreement" means the formal agreement to be entered between the Consortium Members, upon acceptance of proposal for the Project;
- 1.1.8 "Proposal" means the proposal to be prepared and submitted by the Members in response to the Invitation, by the Client;
- 1.1.9 "Services" means all the services to be performed by the Members in accordance with the Proposal or Contract, as the case may be;
- 1.1.10 "Representative" means the person nominated by the Members(s) of the Joint Venture/Consortium through Power of Attorney to sign the Proposal and the Contract on behalf of and in the name of that Member. The signature of Representative shall bind each Member in respect of all obligations and liabilities it assumes under the Joint Venture/ Consortium Agreement.
- 1.1.11 "Leading Member" means the Member which will take the lead in the management of the Association's affairs under this MOU and which will provide the Association's Representative for liaison with the Client and, unless otherwise agreed by the Members, the Services Manager for direction of the conduct of the Services;
- 1.1.12 "Day" means the period between any one midnight and the next, and "month" means a period of one month according to the Gregorian calendar commencing with any day in the month; and
- 1.1.13 "Document" means written, drawn, typed, printed, magnetized or photographic material which is capable of being copied.

1.2 Interpretation

- 1.2.1 Words importing the singular also include the plural and the masculine includes the feminine and vice-versa where the context requires.
- 1.2.2 The headings in this MOU shall not be taken into consideration in its interpretation.
- 1.2.3 Unless otherwise stated, all references to clauses/sub-clauses are references to clauses/sub-clauses numbered in the Conditions and Terms of this MOU and not to those in any other document attached or incorporated by them.

2. ASSOCIATION/UNDERSTANDING

2.1 The Members hereby intend to join hands to form an unincorporated association for the purpose of:

- preparing and submitting the Proposal to the Client;
- providing any further information, the Client may require or negotiating with the Client on any matters requiring negotiation in connection with the Proposal;
- Entering into a formal Joint Venture/Consortium Agreement, stipulating in detail the relations between the Members on the basis of this MOU and in accordance with the Services Agreement with the Client, if the Proposal is accepted; the Services shall be rendered jointly by the Members in accordance with a Joint Venture/Consortium Agreement to be signed by the Members. The Joint Venture/Consortium Agreement shall be signed prior to commencing the Services and shall be based upon the terms of the Contract signed between the Joint Venture/Consortium and the Client; and
- performing all the Services to be undertaken for the project by the Joint Venture/Consortium under the Services Agreement.

2.2 The Members hereby appoint the Leading Member and, pursuant to Clause 3.6, the representative of the Association.

2.3 Unless otherwise agreed in writing by the Members, this MOU shall not terminate if a Member changes its name or is taken over by, or merged with, another company or partnership provided that such successor name, company or partnership is an independent professional firm acceptable to the Client.

3. PROPOSAL SUBMISSION

3.1 The Members shall make all reasonable endeavours to obtain from the Client the award of the Services Agreement in accordance with the conditions of the Invitation.

3.2 The preparation and submission of the Proposal shall be undertaken jointly by the Members. The Members shall be required to provide their respective information and document on the required format to the Leading Member. The Leading Member shall co-ordinate and finalize the preparation of the Proposal and its submission to the Client. The Members shall cooperate with the Leading Member. The Members shall perform with all reasonable skill, care and diligence their respective functions, as agreed between the Members, allotted

by the Policy Committee until the award of the Services Agreement to the Joint Venture/Consortium or until the provisions of Sub-Clause 16.1 have been satisfied.

- 3.3 Once the Proposal has been submitted to the Client, no changes may be made or additional information or explanations given without the consent of all the Members until the Service Agreement is signed and have become effective.
- 3.4 The Members shall enter into a formal Joint Venture/Consortium Agreement, stipulating in detail the relations between the Members on the basis of this MOU and enter into the Contract, if it is awarded in accordance with the Proposal, or the Proposal as amended, subsequent to its submission, by agreement between the Client and the Joint Venture/Consortium.
- 3.5 Upon the execution of this MOU, each of the Members shall grant a Power of Attorney in favour of a person nominated by it as its Representative. Under the Power of Attorney granted to him, the Representative of a Member shall thereby have authority to sign the Proposal and the Services Agreement on behalf of and in the name of that Member. The signature of its Representative shall bind each Member in respect of all obligations and liabilities it assumes under this MOU.
- 3.6 The Representative of the Leading Member shall be the representative of the Association for the purpose of correspondence and discussion with the Client on matters involving the interpretation of the Proposal and alterations to it and to the Services to be performed.

4. PERFORMANCE OF THE SERVICES

- 4.1 The Services shall be carried out by each Member in accordance with the terms and conditions as set out in the MOU and the Service Agreement. In the event of any inconsistency between the terms of this MOU and the Service Agreement regarding performance of the Services, the terms of Service Agreement shall prevail.
- 4.2 Each Member shall be responsible for fulfilling the obligations in accordance with the terms of Service Agreement.
- 4.3 The apportionment between the Members of MOU shall be recorded and amended in the Joint Venture/Consortium Agreement.

- 4.4 Any alterations or additions to be carried out under the Service Agreement shall be made only with the instruction or consent of the Client. Responsibilities for carrying out additional obligations shall be agreed between the Members, subject to the consent of the Client, if required by the Service Agreement.

5. LANGUAGE AND LAW

- 5.1 This MOU shall be written and interpreted in English Language and the law which is to be applied to this MOU shall be the law of Islamic Republic of Pakistan.

6. EXCLUSIVITY

- 6.1 Unless otherwise agreed by the Members, no Member shall engage in any activity related to the Services, unless otherwise agreed by the Members, other than as a Member of this Understanding and in accordance with the terms and conditions of this MOU. Each Member warrants that its subsidiaries and other firms or individuals over which it has control will comply with this requirement.

7. EXECUTIVE AUTHORITY

- 7.1 No Member shall have authority to bind or to make any commitment on behalf of any other Member unless such authority is expressed in writing by the Members jointly, or by a Member individually in regard to the (other) Member.
- 7.2 From the date of this MOU until the award of the Services Agreement or until this MOU shall terminate in accordance with its terms, whichever is the earlier, the following matters shall require the unanimous consent of the Members:
- (d) for the purpose of submitting the Proposal, the respective responsibilities and obligations to be undertaken by the Members, subject to the conditions of the Invitation or TOR;
 - (e) for the purpose of submitting the Proposal, the prices and terms and conditions of payment comprised in the Proposal as applicable to the Members, subject to the conditions of the Invitation; and

- (f) any communication to, or response to communication from, the Client either written or oral and any commitment of any kind to the Client or any other party in connection with the Proposal.

8. DOCUMENTS

- 8.1 All documents and/or information forwarded by either Member to the other for the preparation of Proposal shall remain sole and exclusive property of the Member which provided the same including the intellectual property rights.
- 8.2 Upon expiration/termination of MOU, each Member shall:
 - (a) return to the other, all such documents and/or materials including computer diskettes and all copies thereof that are jointly prepared by the MOU Members; and
 - (b) certify that all such documents and information and all copies have been returned to such receiving Member.

9. PERSONNEL

- 9.1 Each Member shall be obliged to depute as much of their personnel as are needed in timely accomplishment of the proposal for a specific project and subsequently carrying out of the project. Unless specifically agreed otherwise, under the arrangement of MOU, no employee shall be considered on its strength.

10. ASSIGNMENT AND THIRD PARTY

- 10.1 No Member shall assign, sell, transfer or in any way encumber its interest under this MOU, or its interests in any sums payable by the Client, without first obtaining the consent in writing of other Member.

11. SEVERABILITY

- 11.1 If any part of the provisions of this MOU is found in any way to be void or not applicable, such part of the provisions shall be deemed to be deleted and remainder provisions of MOU shall continue in force and effect.

12. MEMBER IN DEFAULT

- 12.1 In the event of insolvency of a Member, the other Member hereby irrevocably constituted and appointed attorney-in-fact for such insolvent Member to act for it in all matters affecting performance of the Service Agreement to be entered with the Client.

13. DURATION OF THE UNDERSTANDING

- 13.1 This MOU shall come into force and effect on the date of signing of this MOU by the Members.
- 13.2 Unless otherwise terminated earlier, this MOU shall expire on the date when;
- (a) the Proposal is not accepted by the Client; or
 - (b) the Members entered into Joint Venture/Consortium Agreement, following acceptance of Proposal by the Client.

14. LIABILITY

- 14.1 Each of the Members warrants that it will indemnify and keep indemnified the other Member against all legal liabilities arising out of or in connection with the performance, or otherwise, of its obligations under this MOU.
- 14.2 In the event of it being alleged by one Member in writing that any legal liability is attributable to the other Member or to the Members, the Members shall use reasonable endeavors to reach agreement on the liabilities to be borne by each of the Members, and in the event of the Members failing to so agree, a proper apportionment shall be determined by resolution in accordance with Clause 19.

15. PROMOTIONAL AND PROJECT COSTS, PROFITS/ LOSSES AND REMUNERATION

- 15.1 Each Member shall bear and pay all of its costs and expenses incurred in connection with this MOU and all other activities concerning job acquirement prior to the signing of Joint Venture/Consortium Agreement except as otherwise agreed upon in writing.

16. FINANCIAL ADMINISTRATION AND ACCOUNTING

16.1 Each Member shall be responsible for keeping its own account in respect of payments due to it and for its own financial affairs generally. Each Member shall be responsible for dealing with its own income tax affairs, and its own social security affair: where relevant, and for accounting accordingly to the relevant authorities.

17. Dispute Resolution

17.1 Any dispute arising in connection with this MOU which cannot be resolved by the Parties in accordance with the terms of this MOU shall be settled amicably through negotiations, failing which the matter shall be referred to Pakistan Engineering Council for seeking their advice.

19. NOTICES

19.1 Notices under the MOU shall be in writing and will take effect from receipt at the address stated of the each of Member. Delivery can be by hand or facsimile message against a written confirmation of receipt or by registered letter or courier.

20. SOLE AGREEMENT AND VARIATION

20.1 This MOU is the sole understanding between the Members and supersedes any previous understandings between them relating to the matters referred to herein. Variations and addenda may be made to this MOU, including the admission of new Member (s) to the Association, by written instrument which shall be effective upon being signed by all Members (or on their behalf by their Representatives), provided that if a Member is considered by the other Member to be in default pursuant to Clause 12 of this agreement and signature is not required.

IN WITNESS WHEREOF the Members hereto have executed this MOU in [*State name of place*] on the day, month and year first above written.

1. Signed for and on behalf of
[*Name of the Leading Member*]

Signature _____

Name: _____

Designation: _____

Date: _____

Seal

2. Signed for and on behalf of
[Name of the Member]

Signature _____

Name: _____

Designation: _____

Date: _____

Declaration (Letter) of Association for Consultancy Services

[On letter head of the member Consultant of the proposed Joint Venture/Consortium]

....., 2010

To:

*[Name of the Lead Consultant/Member of JV/Consortium]
[Address]
[City]*

Attn: *[Name of the Proposal Coordinator]*

Declaration of Association for Consultancy Services for
[Name of the Project for which proposal is to be submitted]

Dear Sir,

We, *[Name of the Partner]*, the Partner to Joint Venture/Consortium *[use whichever is applicable]* are pleased to confirm our association with lead firm M/s *[Name of the Lead Consultants]*, for providing engineering consultancy services for the captioned project.

We look forward to work together for the successful completion of the project in case we are awarded the subject assignment.

For and on behalf of *[Name of the Partner]*

[Name and Designation of the signatory of the Partner]

NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT (hereinafter called the "Agreement") is made and entered into this *[Day]* of the month of *[Month]* 2010, by and between:

[Name of the first Party] with its head office located at *[Address of the first Party]* (hereinafter called the "*[Short Name or Acronym]*"), on the one hand

And

[Name of the second Party] with its head office located at *[Address of the second Party]* (hereinafter called "*[Short Name or Acronym]*"), on the other hand.

[Name of the first Party] and *[Name of the second Partner]* are each a disclosing Party (hereinafter called "Discloser") and a receiving party (hereinafter called "Recipient") under this Agreement.

Both the above for the purpose of this Agreement hereinafter collectively called the "Parties" and individually called the "Party".

WHEREAS

- (a) in connection with exploring and evaluating a possible business relationship in the field of *[Mention business purpose]*, and for the purpose of conducting any ongoing relationship, the Parties recognize the need to disclose to one another certain of their Confidential Information (as defined below); and
- (b) the Parties agree on the terms and conditions, upon which one Party will disclose such Confidential Information to the other Party.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Confidential Information is defined as any and all information consistent with the purpose described below that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by Discloser to Recipient. Confidential Information that is disclosed orally shall be identified as confidential at the time of disclosure and confirmed by the Discloser by submitting a written document to the Recipient within *[Insert number of days]* days after such disclosure. The written document shall

contain a summary of the Confidential Information and shall be labeled or marked as confidential or its equivalent. CONFIDENTIAL INFORMATION IS DISCLOSED FOR EVALUATION ONLY. The purpose of this evaluation is to enable the parties to pursue exploratory discussions concerning a possible collaboration between them in relation to a potential business relationship and in connection with this purpose. Both Parties may disclose to each other certain confidential technical and business information which Discloser desires Recipient to treat as confidential (hereinafter called the "Purpose").

2. The Recipient is not obliged to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this Agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is disclosed to a third party by the Discloser without a duty of confidentiality; (v) is known to Recipient prior to such disclosure; (vi) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement; or (vii) is required to be disclosed by a valid court order provided that Recipient has first given Discloser reasonable written notice of such requirement and fully cooperates with Discloser in seeking confidential treatment for any such disclosure.
3. The Parties agree that during the term of this Agreement and for a period of 3 years from the expiration or termination of this Agreement, Recipient shall (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees, agents or consultants who must be directly involved with the Confidential Information for the evaluation Purpose as set forth in paragraph 1 above and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; and (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement.
4. The Parties agree that all Confidential Information disclosed hereunder shall remain the property of the Discloser and shall not be copied or reproduced without the express written permission of the Discloser, except for such copies as may be absolutely necessary in order to perform the evaluation contemplated hereunder. Upon expiration or termination of this Agreement, or within *[Insert number of days]* days of receipt of Discloser's

written request, Recipient shall return all Confidential Information to Discloser along with all copies and portions thereof; or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one copy of the Confidential Information which it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. All Confidential Information disclosed hereunder is provided by Discloser without representation or warranty of any kind.

5. This Agreement shall become effective on the date of signing of this Agreement by the Parties and shall be valid for an initial period of two (2) years from the effective date. Either Party may terminate this Agreement for any reason by giving *[Insert number of days]* days written notice to the other party. Recipient's obligations regarding Confidential Information as stated in paragraph 3 shall survive the expiration or termination of this Agreement.
6. This Agreement is the entire agreement between the Parties with respect to the subject matter contained herein and supersedes all prior or contemporaneous oral or written agreements concerning this subject matter. This Agreement may only be modified in writing by the Parties, which shall be signed by the Parties. Any understanding between the Parties beyond the Purpose of this Agreement shall be set forth in a separate written agreement containing appropriate terms and conditions.

This Agreement shall be governed by and construed in accordance with the applicable laws of Islamic Republic of Pakistan.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names in two identical counterparts, each of which shall be deemed as the original, as of the day, month and year first above written.

For and on behalf of
[Name of the first Party]

Signatures

Name

Title

Seal

For and on behalf of
[Name of the second Party]

Signatures

Name

Title

Seal

LIST OF PEC CONTRACT DOCUMENTS

Sr. <u>No.</u>	<u>Name of the Document</u>	<u>Status</u>
(1)	Standard Form of Bidding Documents (Civil Works) <i>(to be used for estimated value of more than Rs. 25 Millions)</i>	Completed
(2)	Standard Form of Bidding Documents for Procurement of Works (E&M) <i>(to be used for estimated value of more than Rs. 25 Millions)</i>	Completed
(3)	Standard Form of Bidding Documents for Procurement of Works (For Smaller Contracts) <i>(to be used for all type of procurement for estimated value of not more than Rs. 25 Millions)</i>	Completed
(4)	Standard Form of Contract for Engineering Consultancy Services (For Large Projects) – Time Based Assignments <i>(to be used for consultancy fee over Rs. 2 Millions)</i>	Completed
(5)	Standard Form of Contract for Engineering Consultancy Services (For Large Projects) – Lump Sum Assignments <i>(to be used for consultancy fee over Rs. 2 Millions)</i>	Completed
(6)	Standard Form of Contract For Engineering Consultancy Services (For Smaller Projects) <i>(to be used for consultancy fee not more than Rs. 2 Millions)</i>	Completed
(7)	Standard Procedure for Pre-qualifications of Constructors	Completed
(8)	Standard Procedure for Evaluation of Bids for Procurement of Works	Completed
(9)	Standard Procedure for Pre-qualifications of Consultants	Completed
(10)	Standard Procedure for Evaluation of Proposals for Procurement of Engineering Services	Completed
(11)	Standard Procedure and Formula for Price Adjustment	Completed
(12)	PEC Rules of Conciliation and Arbitration	Completed
(13)	Standard Form of Bidding Documents for Procurement of Works on BOT Basis	Completed
(14)	Standard Form of Bidding Documents for Procurement of Works on Design and Build Basis	Completed

- | | | |
|------|--|-----------|
| (15) | Standard Form of Bidding Documents for Procurement of Civil Works –Single Stage Two Envelope | Completed |
| (16) | Standard Forms of Joint Venture/Consortium Agreements and Memorandum of Understanding | Completed |