

Memorandum of Understanding (MOU) for General /Specialized Services

THIS MOU dated this [DATE]

BETWEEN

[OneSource Pakistan Pvt Ltd (OSP) of 11- Fane Road, The Mall, Lahore
(the “Consultant”)

- AND -

[Expert/COMPANY SENDER'S NAME] of [Expert/COMPANY SENDER'S ADDRESS]
(the “Service Provider”).

BACKGROUND:

1. The Consultant is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services to the Consultant or Consultant’s Client.
2. The Service Provider is agreeable to providing such services to the Consultant on the terms and conditions to be set out in separate Agreement in pursuance of this MOU.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this MOU, the receipt and sufficiency of which consideration is hereby acknowledged, the Consultant or Consultant’s Client. and the Service Provider (individually the “Party” and collectively the “Parties” to this MOU) agree as follows:

Services Provided

1. The Consultant or Consultant’s Client hereby agrees to engage the Service Provider to provide the Consultant or Consultant’s Client its services (the “Services”) consisting of:

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2. The Services will also include any other tasks which the Parties may agree on. The Service Provider hereby agrees to provide such Services to the Consultant or Consultant’s Client.

Term of MOU

3. The term of this MOU (the “Term”) will begin on the date of this MOU and will remain in full force and effect indefinitely until terminated as provided in this MOU.

4. In the event that either Party wishes to terminate this MOU, that Party will be required to provide 30 days notice to the other Party.

5. Except as otherwise provided in this MOU, the obligations of the Service Provider will end upon the termination of this MOU.

Performance

6. The Parties agree to do everything necessary to ensure that the terms of this MOU take effect.

Compensation

7. For the services rendered by the Service Provider as required by this MOU or by subsequent Agreement, the Consultant or Consultant's Client will provide compensation (the "Compensation") to the Service Provider as follows:

- The Consultant or Consultant's Client will pay the Service Provider per project agreed. Each project has its own costs and the Service Provider agrees to inform the Consultant or Consultant's Client what are the costs involved when setting the quotation and the Consultant or Consultant's Client agrees to pay the total amount when the project is delivered.

8. The Compensation will be payable upon completion of the Services or in phased manner after mutual consultation/ understanding.

9. The above Compensation includes all applicable sales tax, and duties as required by law.

Provision of Extras

10. The Consultant or Consultant's Client will not provide any resources, assistance or extras for use by the Service Provider in providing the Services.

Confidentiality

11. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Consultant or Consultant's Client reasonably be considered to be proprietary to the Consultant or Consultant's Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Consultant or Consultant's Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Consultant or Consultant's Client.

12. The Service Provider agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Service Provider has obtained, except as authorized by the Consultant or Consultant's Client. This obligation will survive indefinitely upon termination of this MOU or subsequent Agreement.

13. All written and oral information and material disclosed or provided by the Consultant or Consultant's Client to the Service Provider under this MOU or subsequent Agreement is Confidential Information

regardless of whether it was provided before or after the date of this MOU or how it was provided to the Service Provider.

Return of Property

14. Upon the expiry or termination of this MOU or subsequent Agreement, the Service Provider will return to the Consultant or Consultant's Client any property, documentation, records, or Confidential Information which is the property of the Consultant or Consultant's Client.

Capacity/Independent Contractor

15. In providing the Services under this MOU it is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee. The Service Provider and the Consultant or Consultant's Client acknowledge that this MOU does not create a partnership or joint venture between them, and is exclusively a contract for service.

Notice

16. All notices, requests, demands or other communications required or permitted by the terms of this MOU will be given in writing and delivered to the Parties of this MOU as follows:

a. [COMPANY RECEIVER'S NAME] [COMPANY RECEIVER'S ADDRESS] Email:
[RECEIVER@EMAIL.COM]

b. [Expert/COMPANY SENDER'S NAME] [Expert/COMPANY SENDER'S ADDRESS] Email:
[SENDER@EMAIL.COM]

or to such other address as any Party may from time to time notify the other.

Dispute Resolution

17. In the event a dispute arises out of or in connection with this MOU or subsequent Agreement, the Parties will attempt to resolve the dispute through friendly consultation.

18. If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is unavailable or is not successful in resolving the entire dispute, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of Pakistan. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the Pakistan.

Modification of MOU

19. Any amendment or modification of this MOU or additional obligation assumed by either Party in connection with this MOU will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

20. Time is of the essence in this MOU. No extension or variation of this MOU will operate as a waiver of this provision.

Assignment

21. The Service Provider will not voluntarily or by operation of law assign or otherwise transfer its obligations under this MOU or subsequent Agreement without the prior written consent of the Consultant or Consultant's Client.

Entire MOU

22. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this MOU except as expressly provided in this MOU.

Governing Law

23. It is the intention of the Parties to this MOU that this MOU and the performance under this MOU, and all suits and special proceedings under this MOU, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of Pakistan, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Waiver

24. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this MOU or subsequent Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this [DATE].

SIGNED, SEALED, AND DELIVERED

SIGNED, SEALED, AND DELIVERED

in the presence of.....

in the presence of:

[COMPANY RECEIVER'S NAME] (Consultant).

[Expert/COMPANY Sender's NAME] (Service Provider)

Per: _____ (SEAL).

Per: _____ (SEAL)

Witness Name: _____.

Witness Name: _____

Witness: _____ (Sign).

Witness: _____ (Sign)