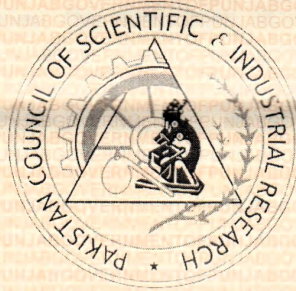


Non-Judicial

Rs 1,200/-

Description : CONTRACT - 22A(b)
 First Party : PCSIR CM AND FT DASKA [31202-7424074-3]
 Second Party : GCCI GUJRANWALA [01000-0000000-0]
 Agent : ABDUL WAHAB QURASHI [31202-7424074-3]
 Stamp Duty Paid by : GCCI GUJRANWALA [01000-0000000-0]
 Issue Date : 26-Feb-2024, 10:52:45 AM
 Paid Through Challan : 20245FFACC5DA9EA
 Amount in Words : One Thousand Two Hundred Rupees Only

Please Write Below This Line



Memorandum of Understanding

BETWEEN

PAKISTAN COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH (PCSIR) HEAD OFFICE BUILDING,
 CONSTITUTION AVENUE, SECTOR 6-5/2, ISLAMABAD

AND

GUJRANWALA CHAMBER OF COMMERCE & INDUSTRY

Chamber Plaza, Awan-e-Tijarat Rd, Model Town Rd, Model Town, Gujranwala,

RELATING TO

ESTABLISHMENT OF SAMPLE COLLECTION CENTRE AT GUJRANWALA

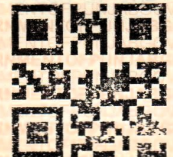
WHEREAS PCSIR (hereinafter called the "1st Party") and GCCCI (hereinafter called the "2nd Party") are going to establish a Sample Collection Center in GCCCI which will be operated by the 1st Party (PCSIR), in order to provide sample collection facility for Gujranwala industries.

WHEREAS the 1st Party will provide the sample collection facility in GCCCI, and

WHEREAS the 2nd Party will provide the space in GCCCI to collect testing samples for testing from PCSIR laboratories.

CM & FT 24098

DATE 7/3/24



AND WHEREAS a MoU between the PARTIES resulting establishment of Sample Collection Sample.

NOW, THEREFORE, both the PARTIES have reached an understanding and agreed in letter and spirit to establish Sample Collection Centre for the period of 03 years with the following TORs as under:

1. That the 1st Party through its Centre at Daska, District Sialkot will be solely responsible for the establishment, administration, operation, etc. of the Sample Collection Center.
2. That the 2nd Party will provide necessary covered space, free of cost, for the establishment of the Sample Collection Center at GCCI Office, having address near Chamber Plaza, Aiwan-e-Tijarat Rd, Model Town Rd, Model Town, Gujranwala. That both the parties do hereby affirm, acknowledge, and covenant to the fact that the space provided by the GCCI shall remain in exclusive ownership and possession of GCCI during the consistency and pendency of the agreement period and even thereafter for any extended period or at the termination of the agreement whatsoever the case may be and party 1 shall have no right, interest, title, charge goodwill whatsoever upon the said property of the GCCI at any point of the time either during the currency of the agreement or even thereafter. Accordingly, PCSIR shall at the time of expiration or termination of the agreement in no manner claim or demand any goodwill over the said property on the ground of its usage by the 1st party.

The 1st party undertakes not to create any title charge, lien, interest, or claim whatsoever in the property provided by the 2nd party for the establishment of the Sample Collection Center. The 1st party further undertakes not to sublet the premises in any manner whatsoever and shall exclusively be used for the purpose as specified in the agreement and in no manner can be used for any other purpose not described and listed in the instant agreement.

3. That all the necessary equipment(s) as detailed in **Annexure-A**, would remain the sole property of the 1st Party, during the execution of this agreement, and the 2nd Party, or its Agent, Representatives, etc. would have no concern whatsoever, with the said types of equipment. At any time and especially in case of termination/ expiry of the agreement by either Party, the 2nd Party or its Agent, Representatives, etc. would have no concern with the shifting, movement, and ownership of the said types of equipment by the 1st Party.
4. That the 2nd Party will be solely responsible for the provision of all types of utilities i.e., Telecommunication, Electricity, Gas & Water, etc. at the Centre while the utility charges would be paid by the 1st Party, by the installation of a sub-meter and the telecommunication line will be installed separately and payment will be made by CM&FT Daska.
5. PCSIR-CM&FT Daska will be responsible for managing the daily operations of the Sample Collection Center at GCCI.
6. The operating hours of the Sample Collection Center shall be synchronized with the operating timing of the Gujranwala Chamber of Commerce (GCCCI) to facilitate seamless Coordination and utilization of the facility.
7. That all the affairs relating to the operation, Administration, and Accounts of the Sample Collection Centre will be controlled by the 1st Party and the 2nd Party would have no concern whatsoever.
8. That the security of the Centre will be the sole responsibility/ concern of the 2nd Party, Moreover, the 2nd Party will also observe and will be responsible for any unlawful activities of its staff and causing damages to the center.

FINANCIAL MATTERS:

9. That the income generated by the Centre through its commercial testing and other technical services through PCSIR Labs/units will be the sole property of the 1st Party and the 2nd Party or its Agent, Representatives, etc. would have no concern.
10. The client will incur an additional 10% charge on top of the approved rates set by PCSIR in order to meet the expenditure of utilities/phone and internet, additionally transportation charges of the sample will be billed separately to Clint/2nd party.
11. That the financial matters of the Centre will be in the sole control of the Officer of the 1st Party to be nominated by the Chairman, PCSIR. The nominated officer will observe all the applicable financial/ administrative rules and regulations of the 1st Party.

12. That the PARTIES shall, where feasible, jointly explore, initiate, and/or undertake industry/market-oriented projects and other activities like training courses, workshops, seminars, etc. related to the Gujranwala Industries wherefrom the PARTIES could mutually benefit.
13. The nominated officer of the 1st Party will always safeguard the stakes & and interests of its principal/ parent organization i.e., PCSIR, and will not indulge in commercial conflict with the other units/ outfits of its principal/parent organization.

NOTICES:

14. That any correspondence or notice required or permitted to be given by this MoU shall be transmitted through post-paid, first-class couriers, registered, or certified mail addressed as set forth below unless changed by notice given and shall be considered delivered.

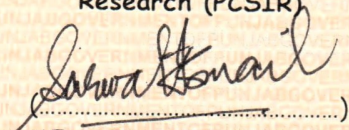
<u>1st Party</u>	<u>2nd Party</u>
<p>The OIC/Director, PCSIR-CM&FT Daska, Near Glotian Mor, Small Industrial Estate STN Stop - Pakistan. Tel. No. 052-6625045</p>	<p>The Secretary General GCCI Gujranwala Chamber of Commerce & Industry, Chamber Plaza, Aiwan-e-Tijarat Rd, Model Town Rd, Model Town, Gujranwala Tel. No. 055-9200391 -4</p>

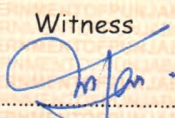
15. That either party shall not prevent or delay the services on it of a notice connected with the MoU.

ARBITRATION:

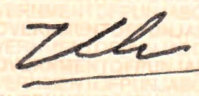
16. That all the conflicting issues and disputes if any, arising out of this Agreement and/or other activities being addressed under the umbrella cover of this agreement and other allied and ancillary matters will be discussed and settled by both the Parties. However, a transparent official procedure will be adopted to fulfill the codal formalities. In case the above-said two Parties are unable to resolve the issues, the matter will be referred to the Chairman PCSIR and the President GCCI, who will resolve the issue and their decision will be FINAL and binding upon both the PARTIES and no PARTY shall have the right to approach any court of law in any manner whatsoever.
 17. That the arbitration clause is fully read and understood by both the PARTIES and the 2nd Party, in any case, will not take/ involve the 1st Party to the court of law/ litigation on account of the resolution of a dispute by the Chairman PCSIR at Islamabad, even if such a decision is prejudicial to their interest.
 18. That any amendments/additions or deletions in the aforesaid agreement, if needed can be made with mutual consent of both the PARTIES. However, both the PARTIES will strictly observe official codal formalities, wherever & and whenever involved at either end.
 19. That this MoU shall come into force on the date of signing and is effective for a period of the next 03 (three) years at which time it will expire unless extended by both the PARTIES with their mutual consent. In case of termination of this agreement, the decision on the movable assets will rest with the 1st Party.
- IN WITNESS WHEREOF, the undersigned have signed this MoU at GCCI on this 06th day of March, 2024.

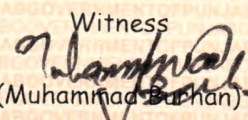
Signed on behalf of
Pakistan Council of Scientific and Industrial
Research (PCSIR)


(.....)
MEMBER SCIENCE PCSIR

Witness

(.....)
Director Marketing
PCSIR Head office Islamabad

Signed on behalf of
Gujranwala Chamber of Commerce & Industry


(Zia Ul Haq)
President GCCI

Witness

(Muhammad Burhan)
Secretary General
GCCI