



KHWAJA FAREED
UEIT
RAHIM YAR KHAN



Memorandum of Understanding

This Memorandum of Understanding ('MOU') is made at KFUEIT, RYK on this 15th February 2021

Between

First Women Bank Ltd a Banking Company incorporated under the Companies Act, 2017 (formerly Companies Ordinance 1984, Repealed), having its registered office S.T.S.M Foundation Building CL-10/20/2 Beaumont Road Civil Lines Karachi. (hereinafter referred to as "FWBL", which expression shall, where the context so permits include its successors- in- interest ,liquidators and assigns) of the First Part.

And

Khawaja Farid University of Engineering & Information Technology, Rahim Yar Khan is a public sector university (hereinafter referred to as "KFUEIT", which expression shall where the context so permits include its successors- in- interest, liquidators and permitted assigns) being party of the Second Part.

(FWBL and KFUEIT are individually referred to as "Party" and collectively as "Parties" where the context so permits)

DEFINITIONS:

WHEREAS FWBL a financial institution under the Companies Act, 2017 (formerly Companies Ordinance 1984, Repealed) that is empowering women since 1989 (more than 30 years) is taking a pride to join hands with Khawaja Farid University of Engineering and Information technology (KFUEIT) to facilitate the employees and students of the University to avail financial services offered by the Bank. These services will be provided through a Representative office/ booth which will operate in the University premises and a close by FWBL branch in Rahimyar Khan.

AND WHEREAS Khawaja Farid University of Engineering and Information technology (KFUEIT) is committing to create an opportunity for the FWBL staff to establish a Rep office/ Booth within the premises of the University to provide a financial facilitation to its students and employees. The aim is to provide banking services in the close proximity of the University for availing loans on easy terms and conditions



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PURPOSE AND SCOPE

FWBL and KFUIET are determined to join hands in providing an easy and approachable access to financial services. The objective is to offer smooth execution of financing facility to the eligible University students by providing online fee collection facility and extending specialized loans to employees at concessional rates. This project will be jointly executed by the FWBL staff and the University personnel and entering in this MOU anticipates a continuing effort to strengthen the relationship between the two parties. This service will be exclusively for the University and can be availed at the Rep office/Bank Booth in the university premises and Rahimyar Khan Branch.

RESPONSIBILITIES UNDER THIS MOU

In order to comply with the MOU and facilitate the University personnel, FWBL will provide financial services by setting up a Rep office/ Booth at university premises and extend concessional rate Consumer loans for purchase/built / renovation of House that comes under the Housing financing facility. FWBL will also extend personal loans to employees of the University on easy terms and conditions keeping the Policies and procedures of the Bank intact. Concessional/Discounted rates that may be offered for Housing and Personal loans are attached as Annexure –A

Further FWBL will also facilitate the University by providing online fee collection of students.

FWBL under this MOU may also contribute towards university events through sponsorships and may offer internship to university students, keeping in view the internal policies and procedures of the Bank intact.

Whereas KFUEIT will support FWBL by providing a space within the University premises for setting a booth and as committed will also maintain a handsome deposit with FWBL. KFUEIT will help FWBL to fulfill the conditions to disburse minimum 25 House and 50 Salary loans.

FINANCIAL MATTERS

All the financial matters pertaining to the implementation of this MOU will be discussed/ agreed upon on case to case basis between both the parties.

INDEMNITY

That the Parties agree to indemnify and hold each other harmless against any claim for damages incurred by reason of any willful or negligent act of commission or omission by any Party on account of lack of understanding or implementation of any point contained in this MOU.

CONFIDENTIALITY

Notwithstanding anything to the contrary in this MOU, the Parties agree that for the duration

and after the termination of this MOU, they will keep in confidence and will not disclose to third parties any confidential information obtained hereunder by either Party from the other Party without obtaining prior written consent of the concerned Party. Further, no Party will make public statements on behalf of the other Party, nor will any Party claim to represent the other Party, except in specific cases where express consent is given in writing by the concerned Party.

This MOU may be made public by the Parties in accordance with their respective disclosure policies.

ADMINISTRATIVE NATURE OF THE MOU

This MOU is strictly limited to expressing a desire of the Parties for mutual cooperation, and is not intended to create legal relations between the Parties or to impose any legal and/or formal obligation of any nature on either Party.

In keeping with the administrative nature of the arrangements hereunder, no provision of this MOU will be construed to interfere in any way with the independent decision making autonomy of the Parties with regard to their respective affairs and operations. In particular, nothing in this MOU is intended to run counter to or modify the terms of each Party's specific mandates or their policies, rules and procedures.

AMENDMENT TO THE MOU

The Parties may amend the provision herein or enter into supplementary arrangements by mutual agreement between the Parties through exchange of letters.

EFFECTIVE DATE, DURATION AND TERMINATION

This MOU will take effect upon its signature by the authorized representative of Parties shall become effective on 15th February 14, 2021. This MOU will remain valid for a period of **02 Years** time effective from the date of the last approval notification given by either Party.

Notwithstanding above, either Party is at liberty to terminate this MOU by giving three (3) months advance notice of termination to the other Party. Should the MOU be terminated by either Party, steps will be taken to ensure that termination does not affect any prior obligations, project or activities implemented within the framework of this MOU.

REVIEW

The Parties will, within two years of the entry into force hereof, review the results achieved under this MOU and consult each other with a view to deciding on possible revisions to the MOU and/or other future courses of action.

COMMUNICATIONS

For the purpose of facilitating the implementation of this MOU, the Parties will contact each other at the addresses indicated herein below:

For First Women Bank Limited:

Name: Shahida Javed

Designation: President & CEO

Address: FWBL

Tel: 021-35657681-84

Email: shahida.memon@fwbl.com.pk

Khawaja Farid University of Engineering & Information Technology:

Name: Prof. Dr. Muhammad Suleman Tahir

Designation: Vice Chancellor

Address: KFUEIT, RYK

Tel: 068-5882444

Email: vc@kfueit.edu.pk

GOVERNING LAW AND RESOLUTION OF DISPUTES

This MOU will be governed and construed in all respects by the laws of the Pakistan, without regard to principles of conflicts of law. Any disputes relating to or arising in connection with this MOU shall be resolved amicably by the Parties, firstly through informal means, which may include mediation. In the event that such dispute cannot be resolved in this manner within thirty (30) days of the dispute arising, the Parties may resort to alternative methods of dispute resolution, including arbitration or any other procedures agreed upon by the Parties.

MISCELLANEOUS

This MOU may not be waived, modified or changed in any manner except by a written amendment duly signed by each of the Parties hereto.

All Intellectual Property Rights (IPRs) shall remain in the ownership of the Party creating or owning the same and nothing in this MOU shall confer or be deemed to confer on either Party any rights or licenses in the IPRs of the other Party or of any third party. Either Party shall hold harmless, defend and indemnify the other Party against all lawsuits, claims, costs and liabilities resulting from any intellectual property disputes or other disputes occurring under this MOU and which arise out of acts or omissions of the either Party.

Nothing in this MOU shall be construed as establishing a legal relationship, partnership (such as, by way of clarification, partnership liability), joint venture, agency, or other similar relationship between the Parties.

Any notice or other communication given under this MOU shall be in writing and signed by or on behalf of the Party giving it and shall be served by delivering it on the above-stated address of the other Party.

This MoU has been drawn up in two or more original counterparts, having the same force and effect, signed by Parties hereto and delivered to each of them to act accordingly.

IT IS MUTUALLY UNDERSTOOD AND AGREED BETWEEN THE PARTIES THAT:

This MOU is at will and may be modified by mutual consent of the parties as and when required.

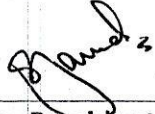
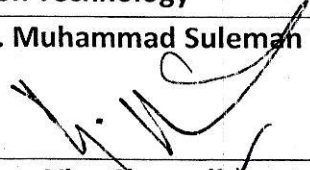


FWBL UNDER THIS MOU ALSO CONTRIBUTE TOWARDS:


- Sponsorship for various events/activities organized by KFUEIT
- Offer paid internship to 40-80 students of university with stipend Rs.5000/ five thousand rupees only each.
- Other benefits time to time will be offered

RECORD RETENTION

All records relating to the Banking facilities shall be retained by the bank as per Bank's Policy and Procedures.

IN WITNESS WHEREOF, this MOU was signed by duly authorized representatives of the Parties on the day and year first above written.

For and on behalf of FIRST WOMEN BANK LIMITED	For and on behalf of Khawaja Farid University of Engineering & Information Technology
Name: Shahida Javed 	Name: Dr. Muhammad Suleman Tahir 
Designation: President & CEO 	Designation: Vice Chancellor 

Signature & Seal:	Signature & Seal:
	Vice Chancellor KFUEIT, Rahim Yar Khan
Date: 15 th February 2021	Date: 15 th February 2021