

Memorandum of Agreement

Gulf Nibras Engineering Consultants and NUST

This **Memorandum of Agreement** ("MOA") is an agreement made between Gulf Nibras Engineering Consultants, (herein after referred to as "GN"), a Consulting Company, with Saudi CR No. 2050106123, located in Dammam, Saudi Arabia and National University of Sciences and Technology or (NUST), located in Islamabad, Pakistan wherein the parties for mutual consideration hereby agree as follows:

1. Purpose:

- a. The purpose of this MOA is to formalize the relationship between GN and NUST in order to collaborate and work together to provide Consulting Services in Engineering and Project Management for mutually agreed projects.
- b. Both parties mentioned above shall collaborate to provide services under this MOA for services agreed under specific Work Authorizations.
- c. The term of this agreement is for one (1) year, after signature by both parties, unless notified by either party to the other in writing as per Clause (4) of this agreement.

2. Services:

- a. Both parties agree to provide Consulting Services ("Services") for overall Project Management Services including but not limited to BIM, Engineering and Project Management Services including Contracts and Commercial Management and Project Controls Services.
- b. Both parties agree to perform services as per individual Work Authorizations ("Work Authorization") agreed on project to project basis.
- c. Project Details, Scope of Work, Leading Party, division of responsibilities and the parties respective share in fees payable by the client(s) and other details pertaining to the work will be defined and agreed in the Work Authorization.

3. Location and Governing Law

- a. The Location of the services will be specified in specific Exhibit / Work Authorization.
- b. This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the laws of the Islamic Republic of Pakistan unless otherwise specified in specific Exhibit / Work Authorization for a specific project.
- c. If any dispute or claim arises in connection with this Agreement, the Parties shall, within Forty-Five (45) days of a written request from one Party to the other, meet in a good faith effort to resolve such dispute or claim amicably. Unless otherwise agreed in writing, the existence of a dispute shall not relieve either Party from the performance of its obligations under this Agreement that are not a subject of the dispute.
- d. If any such dispute or claim is not resolved pursuant to Sub-clause 3(c) above within Forty-Five (45) days from the date of such written request, the Parties agree that either party can approach competent courts in the Islamic Republic of Pakistan unless otherwise specified in specific Exhibit / Work Authorization for a specific project, with jurisdiction over commercial matters between private parties to hear and determine any suit, action or proceeding arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

4. Term:

- a. This Agreement shall be effective upon execution by the last party to sign and shall remain in effect as specified in 1(c) of this Agreement. Either party can terminate the agreement upon giving the other party thirty (30) days prior written notice.

5. Confidentiality and Trust:

- a. From and after the effective date hereof and after the termination of this Agreement Service Provider shall abide by the terms, conditions and limitations of the Confidentiality Agreement signed on 6th of June 2018 by both Parties.
- b. Both parties shall form a relationship in complete trust. Neither GN nor NUST shall approach the Customers that were introduced by the other party, without the consent of first party in the period of this Agreement. Should the Agreement be terminated, neither of the parties shall work with the Customer introduced by the other party for a period of 1 year after the written termination of the agreement with the exception of Clause 5(c) of this Agreement.
- c. Either party, at its sole discretion, will have the right to reject a specific project before signature of the Work Authorization if they have worked with that Customer previously or due to prior relationship with the Customer. If either party rejects a specific project, they will not approach that Customer or agree to work for that specific project, however, will have the right to approach the Customer independently for other projects in the future.

- d. All agreements and Exhibits between both parties involved shall be kept confidential and information regarding the agreement shall not be disclosed to anyone.

6. Intellectual Property Rights:

- a. Both parties agree to honor and respect the integrity of intellectual rights of each other. Further, the product developed as a result of mutual collaboration, specifically in the area of BIM, shall remain the property of Gulf Nibras.

7. Enforceability:

- a. If any portion or provision of this Agreement shall to the extent be declared illegal or unenforceable by a duly authorized court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by Law.

8. Entire Agreement:

- a. This Agreement and the subsequent Work Authorizations signed by both parties constitute the entire agreement between the parties and supersedes any prior understandings, commitments or agreements, written or oral, and cannot be amended or modified except in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Gulf Nibras Engineering Consultants

NUST





By: Mohammed Alrabeih
Its: Managing Director
Date: 6th June 2018

By: Mohammad Faisal
Its: Director Innovation & Commercialization
Date: 6th June 2018



Mohammad Faisal
Director
Innovation & Commercialization
Directorate
NUST H-12, Islamabad