MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("**MoU**") is made and entered into on 30.09.2020

Between

Farm Dynamics Pakistan (Pvt) Ltd., a company duly incorporated and registered under the Companies Ordinance 1984, having its registered office at 7-J1, Johar Town, Lahore (hereinafter referred to as "**FDP**" which expression shall be deemed to mean and include its administrators, authorized representatives, successors in interest & permitted assignees) of the One Part;

And

Khwaja Fareed University of Engineering and Information Technology (hereinafter referred to as "**KFUEIT**" which expression shall be deemed to mean and include its administrators, authorized representatives, successors in interest and permitted assigns) of the Other Part.

(**FDP** and the **KFUEIT** may hereinafter collectively be referred to as the "Parties" and individually as a "Party" as when the context of this MoU so requires.)

WHEREAS:

i. **A-Z Corp** group comprises of three business companies, this MoU & its effect may be extended to all daughter concerns, that are:

✧ **Farm Dynamics Pakistan** Pvt Ltd Lahore.
Involved in sales and marketing of agri technologies & efficient farming solutions

✧ **Mustafa Research Farm**
Involved in agricultural production on >1000 acres in Rahim Yar Khan

✧ **Farmonix** (Pvt) Ltd
Involved in service provision of Hi-tech agri mechanization

FDP is engaged in the business of providing specialized and innovative technologies of agriculture, including

a) Hi-tech mechanization & advance technologies
b) Crop Care Technologies (Nutrition, Pest & disease and on-farm climate monitoring gadgetry)
c) HEIS Irrigation equipment & Management
d) Climate smart agricultural technologies & practices
e) Fodder and forages inputs
f) Skill enhancement, awareness & Capacity building activities for work force, farmers and stake holders for improving farm productivity & efficiency

ii. **KFUEIT** is a premier learning and research institution working to foster creation and dissemination of knowledge body in the areas of Engineering, Agri

- Engineering, Computer Sciences & Information Technology, Natural Sciences, Management Sciences and Humanities.

Whereas both the above Parties have recognized that the fundamental objectives and the roles of the organizations are complementary, and an institutional understanding and strategy to combine their potentials will help synergize their efforts for fast tracked development of the agriculture sector in the Pakistan.

NOW THEREFORE, in consideration of mutual benefit to be derived out of this MoU by each Party to this MoU, the Parties hereto agree as follows:

1. **Purpose:**

I. This MoU will formalize the relationship between the two entities and form the basis of collaboration between FDP and KFUEIT.

II. FDP and KFUEIT are interested to sign this MoU to establish Academia-Industry linkage, a collaborative relationship in adapting and promoting advance agricultural technologies & hi-tech mechanization, modern tools and techniques for bringing farm efficiency and may extend it for the benefit of the farming community.

III. The purpose of this MoU is to provide a framework of cooperation & collaboration for evolution of work force for handling modern agriculture techno solutions.

IV. FDP will collaborate through its global partners with the KFUEIT, whenever and wherever deemed necessary for the improvement of their curriculum design, study system, student's research, faculty exposure and stake holder's engagement.

V. FDP may provide technical assistance to team of KFUEIT in development of Agri demonstration unit & commercial agriculture farms, if needed.

The Parties may invite each other to send observers or participants in meetings or conferences convened by them or under their auspices in which, in the opinion of either party, the other may have an interest. Invitations shall be subject to the procedures applicable to such meetings or conferences. FDP and KFUEIT shall allow each other to exhibit and place stalls during their awareness programs in relevant activities e.g. farmers' day, seminars, and conferences.

VI. FDP will support KFUEIT in studies and/or research work in working areas related to products and services offered by FDP and group. KFUEIT will share any results, analysis methodologies employed and data generated during the working of such studies and/or research on these products.

VII. FDP and KFUEIT may collaborate for conducting technical training, seminars farmer days and extension programs (as per prior mutually agreed prospects).

VIII. FDP and KFUEIT may develop strategic partnership when agreed for running pilot projects, development strategies, joint ventures for EOI's and R & D activities.

IX. FDP may arrange exposure visits at corporate & commercial agriculture and livestock farms/units for faculty and students of KFUEIT. FDP would organize seminars & career counseling sessions for students of KFUEIT.

X. Internships, employability and fellowship opportunities be offered by FDP, sister concern companies and its clients for the students of KFUEIT.

XI. FDP may arrange international training opportunity for faculty of KFUEIT, as per agreed terms and conditions.

XII. In joint ventures, KFUEIT may facilitate FDP in training & development activities by providing possible access to its meeting halls, conference rooms and boarding, lodging facilities.

XIII. Team and staff of both partners will be encouraged for support and cooperation in designing, planning, execution and impact assessment of activities or tasks.

2. **Effective Date, Duration and Termination:**

2.1. The proposed cooperation under this MoU is non-exclusive and shall have an initial term of three (03) years from the Effective Date of agreement, commencing on 30.09.2020 and ending on 29.09.2023 unless terminated earlier by either party upon THREE months' notice in writing to the other party. The Parties may agree to extend this MoU in writing for agreed subsequent periods.

2.2. In the event of termination of the MoU, the project cooperation agreements, and any project documents concluded pursuant to this MoU, may also be terminated in accordance with the termination provision contained in such agreements. In such case, the Parties shall take the necessary steps to ensure that the activities carried out under the MoU and project documents are brought to a prompt and orderly conclusion.

2.3. This MoU may be amended only by mutual written agreement of the Parties.

3. **Confidentiality:**

3.1 FDP and KFUEIT and their employees, personnel, agents or any other person acting for them or on their behalf shall treat all information received from each other regarding the Products in whatever format and the existence/contents of this MoU as strictly confidential and will not disclose it to third parties without a prior written consent of the other Party.

4. **Governing Law and Resolution of Disputes:**

4.1 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. Any arbitration to resolve dispute will be done in legal jurisdiction of Lahore by nominated employees.

5. **Miscellaneous:**

5.1. 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 either Party.

5.2. Both Parties shall act in accordance with national and internationally recognized health, safety, security and environmental standards and in conformity with the applicable environmental, health, safety, security laws and regulations and shall not indulge in anti-competitive behavior, corruption, money laundering and other prohibited business practices.

5.3. 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.

5.4. 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.

5.5. 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.

5.6. This MoU is executed/signed by the duly authorized representative(s) ("representative(s)") of the respective Parties and such representative(s) assure and guarantee that in accordance with the respective Parties' internal policies, constitutional documents, board resolutions, delegation of authority, relevant law and other ancillary documents they are duly authorized by the respective Parties to execute this agreement on their behalf. If at any time it transpires otherwise, then such representative(s) misrepresenting knowingly or unknowingly shall fully indemnify the other affected Party and shall be personally liable to criminal and civil legal recourse available to other party.

5.7 Each Party shall be responsible for its acts and omissions in connection with this MoU and its implementation.

5.8 Neither Party shall enter into any contract or commitment on behalf of the other Party and shall be solely responsible for making all agreements to and on behalf of its own account.

5.9 This MoU shall not create liabilities against the parties until and unless a formal agreement is executed between the parties.

IN WITNESS WHEREOF this MoU is signed at **KFUEIT, Rahim Yar Khan** this **30th** day of **September, 2020** duly authorized representatives of the parties in two original in English language.

For and on behalf of KFUEIT

Prof. Dr. Muhammad Suleman Tahir
Vice Chancellor
Khwaja Fareed UEIT
Rahim Yar Khan, Pakistan

For and on behalf of FDP

Engr. Ahsan Mustafa Bajwa
Chief Executive Officer
Pakistan Farm Dynamics (Pvt) Ltd
Lahore Pakistan, Pakistan

WITNESSES:

Dr. Yasir Niaz
Assistant Professor, HoD
Department of Agricultural Engineering
Khwaja Fareed UEIT
Rahim Yar Khan, Pakistan

Mr. Husnain Atta
Manager Business Development
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Lahore Pakistan, Pakistan