MEMORANDUM OF UNDERSTANDING BETWEEN IBA-DRF AND [Insert Party Name]

- 1. <u>Parties</u>. This Memorandum of Understanding (hereinafter referred to as "**MoU**") is made and entered into by and between IBA-DRF having its place of business at the Institute of Business Administration, Center for Executive Education, City Campus, off Garden Road, Karachi, and [Insert Party Name] whose primary place of business or registered office is at [Insert Party Address] (individually called the "**Party**" and collectively as "**Parties**").
- 2. <u>Purpose</u>. The purpose of this MoU is to establish a relationship under which [Insert Party Name] may engage the services of IBA-DRF, for the resolution of disputes through alternative dispute resolution methods such as mediation, or otherwise engage with IBA-DRF in furthering a culture of alternative dispute resolution in Pakistan.
- 3. <u>Term of MOU</u>. This MoU is effective upon the date signed and executed by the Parties and shall remain in force until a full form agreement to effect the purpose of this MoU has been entered into by the Parties. Either Party may terminate this MoU upon 30 calendar days' prior written notice.
- 4. <u>**Responsibilities of IBA-DRF.</u>** IBA-DRF shall seek to provide the services with respect to the effective resolution of disputes through alternative dispute resolution methods as given on its website from time to time.</u>
- 5. <u>Responsibilities of [Insert Party Name]</u>. [Insert Party Name] may refer disputes (from within its organization or otherwise of which it is aware), to IBA-DRF, in accordance with the standard process adopted by IBA-DRF, with the intention to seek resolution of the dispute, to the extent possible, through alternative dispute resolution.

6. <u>Confidentiality and Announcements.</u> Each Party shall keep the other Party's confidential and proprietary information and data confidential and shall not use or disclose the same except for the purpose of exercising or performing the purpose of this MoU. Both Parties agree to acknowledge each other with respect to the purpose and entry of this MoU and [Insert Party Name] agrees that IBA-DRF shall make a public announcement relating to this MoU, in an effort to raise awareness of [Insert Party Name]'s support for the purpose of this MoU.

7. <u>General Provisions</u>

A. Amendments. No variation or amendment of this MoU shall be effective unless it is in writing and signed by each of the Parties.

B. Applicable Law. This MoU shall be governed by the laws of Pakistan. If there is a disagreement arising from, related pursuant or connected to this MoU between the Parties that cannot be resolved between respective senior management, then failing resolution of the disagreement, the Parties agree that all such disputes shall be resolved via mediation.

C. Status. Save as to the provisions of Clause 2 (*Purpose*) and Clause 6 (*Announcements*), this MoU is not intended to be legally binding and therefore the signing of this MoU is not a formal undertaking but rather implies that the Parties will strive to reach the objectives stated in this MoU.

D. No Partnership or Agency. Nothing in this MoU is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute any Party the agent of the other Party, nor authorise either Party to make or enter into any commitments for or on behalf of the other Party.

For and on behalf of IBA-DRF

[Name and Title]

[Date]

For and on behalf of [Insert Party Name]

[Name and Title]

[Date]