



PAKISTAN RED CRESCENT

(Established by an Act of the Parliament of Pakistan)



MEMORANDUM OF UNDERSTANDING

BETWEEN

PAKISTAN RED CRESCENT SOCIETY

AND

CITY TRAFFIC POLICE RAWALPINDI

MEMORANDUM OF UNDERSTANDING

I. PURPOSE AND SCOPE

The purpose of this MOU is to define a working relationship between PRCS and City Traffic Police, Rawalpindi hence providing the broad framework for cooperation between the two organizations in areas of mutual interest.

Aim: *"A first Aid trained person in every home"*

This MOU intends to train members of City Traffic Police, Rawalpindi for self-help during emergency and to extend help to citizens in complex emergencies.

II. ABOUT PAKISTAN RED CRESCENT SOCIETY (PRCS)

PAKISTAN RED CRESCENT SOCIETY (PRCS), a statutory body created through an Act of Parliament in 1947 with Quaid-e-Azam Muhammad Ali Jinnah, founding father of Pakistan, as its founding President. It is Pakistan's leading humanitarian organization with the aim to improve lives of vulnerable people by mobilizing power of humanity with a vision of Saving Lives, Changing Minds & Reuniting People (hereinafter referred to as "PRCS").

III. OBJECTIVE

1. Basic First Aid trainings by PRCS for members of City Traffic Police and Police Respond Unit (PRU), Rawalpindi as per standard guidelines.
2. Evaluation of trainees of City Traffic Police, Rawalpindi by PRCS, Punjab as per certification of First Aid.
3. Equipping trained Traffic Police members with personal First Aid kits as per standard guidelines to enable them to respond/deal with emergencies and saving human lives through provision of timely lifesaving First Aid.

IV. ROLES & RESPONSIBILITIES OF PRCS

1. PRCS will conduct 03 days Advance First Aid Trainings with 30 trainees from City Traffic Police in each batch.
2. PRCS will be responsible to equip First Aid qualified Traffic trainees with Standard Personal First Aid Kits. (where possible)
3. PRCS will be responsible to conduct any refresher course if requested and mutually agreed.
4. PRCS will give constrainers to establish First Aid Posts to City

Traffic Police, Rawalpindi.

5. PRCS will deploy ambulances with City Traffic Police for response activities on need basis.
6. PRCS will provide umbrellas, jackets and raincoats to City Traffic Police. (where possible)

V. ROLES & RESPONSIBILITIES OF CITY TRAFFIC POLICE, RAWALPINDI

1. City Traffic Police, Rawalpindi will provide venue for these trainings along with any logistic support required as per mutual agreement.
2. City Traffic Police, Rawalpindi will be responsible to share with PRCS the monthly compiled data of any First Aid activities and/or First Aid provided to any member of squad or public in general by trained.
3. City Traffic Police, Rawalpindi is responsible for training of PRCS volunteers on Road Safety Awareness, and deploy them in the time of need under Volunteering in Police VIP initiative.

VI. OUTCOME

1. Members of City Traffic Police, Rawalpindi trained successfully in Advance First Aid as per standard International guidelines.
2. Officials of City Traffic Police, Rawalpindi equipped with Personal FA Kits to respond to any emergencies on spot.
3. Data sharing for future collaboration and lessons learnt.
4. Precious Lives saved through First Aid skilled City Traffic Police members acting as First Responders to any emergencies.

This MOU shall be effective from 17th October, 2019 for the period of 02 years.

SIGNATURES OF STAKEHOLDERS


 (Khalid Bin Majeed) 17/10/19.
 Secretary General
 Pakistan Red Crescent Society


 (Muhammad Bin Ashraf) PSP
 Chief Traffic Officer
 Rawalpindi
 CHIEF TRAFFIC OFFICER
 RAWALPINDI

CORPORATE SALE DEAL AGREEMENT

This Corporate Sale Deal Agreement ("Agreement") is entered into at Islamabad on this 25th June, 2019.

By and Between

Pak Telecom Mobile Limited, a public company limited by shares incorporated under the laws of Pakistan, having its registered office at Ufone Tower, Plot No. 55-C, Jinnah Avenue, Blue Area, Islamabad, Pakistan (hereinafter referred to as "PTML" and/or "Ufone", which expression shall, where the context permits, include its successors-in-interest, administrators, executors and permitted assigns) of the One Part;

AND

City Traffic Police, an organisation formed under the laws of Pakistan, having its office located at Chief Traffic Police Office, Qasim Market, Rawalpindi Cantt, Rawalpindi (hereinafter referred to as "the Subscriber"), which expression shall, where the context permits, include its successors-in-interest, administrators, executors and permitted assigns) of the Other Part;

PTML and the Subscriber may hereinafter be referred to individually as the "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual covenants and promises contained hereinafter, and for other good and valuable consideration the adequacy of which is hereby acknowledged by the Parties and the mutual benefits to be derived therefrom, the Parties hereby agree as follows:

1. The Subscriber agrees to subscribe to and use PTML post-paid cellular phone services for a period of three (03) years as per the PTML tariff plan attached herewith as *Exhibit A*, for the use of 1000 PTML post-paid connections ("Post-paid Connections").
2. The Subscriber undertakes that (a) it shall pay all bills for the Post-paid Connections on or before their respective due dates; and (b) it shall not port-out any of the Post-paid Connections to any other network for the duration of this Agreement including any renewals thereof.
3. In case the Subscriber does not fully adhere to requirement under foregoing Clause 2, PTML shall have the right to (a) cancel the subscription of any or all Post-paid Connections; and (b) have the ownership of special numbers reverted to PTML without notice.

4. In the eventuality that the Subscriber does not fulfil any of its commitments under this Agreement, the Subscriber acknowledges that PTML would, besides any other loss, suffer direct and actual financial loss in the amount of the concessions and benefits availed by the Subscriber, which concessions and benefits shall be withdrawn from the date of non-fulfilment by the Subscriber of its commitments, and upon the occurrence of such an event, the Subscriber agrees to fully and forthwith refund and compensate PTML for the said amount of such concessions and benefits.
5. Any additional post-paid connection(s) subsequently subscribed by the Subscriber will be subject to the terms and conditions of this Agreement for the remaining term of this Agreement including any renewals thereof.
6. The Subscriber acknowledges that owing to the nature of the business, PTML's network performance depends, among other factors, upon natural circumstances (extreme environment conditions etc.), traffic load, obstacles caused due to the reasons beyond PTML's control e.g. interference from other operators, behaviour of other subscribers and Governmental actions etc., due to which the optimum service level may sometimes be disturbed. The Subscriber agrees that any deviation and/or degradation of service due to any such factor shall not be considered default on PTML's part or breach of any term or condition of this Agreement thereof.
7. The Subscriber agrees to waive its right to terminate this Agreement for the initial six (06) months after Effective Date of this Agreement; the only cause for early termination by the Subscriber shall be either due to a force of law or upon material breach by PTML in which case a written notice of thirty (30) days shall render the termination effective. In case of early termination as mentioned in this Clause, the waiver for six (06) months shall not be applicable. PTML shall retain the right to terminate this Agreement with a written notice of thirty (30) days with or without stating due cause and without incurring any liability of whatsoever nature towards the Subscriber. PTML may, however, be required to terminate this Agreement with immediate effect for certain reasons including force of law, and threat to its network, business or repute in which case only a prior intimation will be made to the Subscriber as early as possible.
8. Notwithstanding Clause 3, 4 and 7 above, this Agreement may also be terminated by PTML forthwith upon any material breach by the Subscriber including any breach under Clause 1 and 2 hereof.
9. PTML reserves the right to change the tariff plan (*Exhibit A*) owing to changes in PTML's tariff policy, at any time during the term of this Agreement (as renewed).
10. Any and all discounts and transaction details as stipulated under this Agreement shall only apply to the Parties. Any exception to this condition shall only be exercisable upon the express written approval of PTML.

11. The Subscriber shall fully indemnify and hold harmless PTML, its directors, president, representative officers, agents, managers and employees from any liabilities, causes of action, lawsuits, penalties, damages, claims or demands (including the costs and expenses and attorneys' reasonable fees on account thereof) that may be made by a third party for damages of any kind or nature (including, but not limited to, indirect, special, punitive, or exemplary damages for loss of business, loss of profits or business interruption) arising out of or relating to:
- a) any material breach by the Subscriber of any of its covenants and obligations contained in this Agreement;
 - b) any recklessness, misuse, abuse or other action of the Subscriber in respect of the Post-paid Connections.
12. Any dispute or difference arising out of this Agreement or interpretation of any terms hereof will be settled through mutual discussions conducted in good faith within a period of thirty (30) business days. Any dispute which cannot be settled amicably within thirty (30) business days after receipt by one Party of the other Party's request for amicable settlement shall be referred to arbitration, to be held at Islamabad, by a sole arbitrator to be appointed by the Parties or by the competent court in case the Parties have disagreement in this regard. Both Parties shall bear their cost for arbitration unless otherwise required under the arbitration award. The arbitration proceedings and arbitration award shall be final and binding on the Parties. The language of the arbitration shall be English. The High Court of Islamabad at Islamabad shall continue to have supervisory jurisdiction in accordance with the Arbitration Act, 1940 as amended.
13. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by the Laws of Pakistan and the Parties agree to submit to the exclusive jurisdiction of the courts in Pakistan. In the course of arbitration, this Agreement shall be executed continuously by both Parties except for the matter(s) under arbitration. For the sake of clarity, this Clause has effect notwithstanding any other Clause of this Agreement.
14. This Agreement will also be subject to the 'Terms and Conditions' for availing cellular services of PTML (Ufone) as amended from time to time, purchase of cellular connections, and use of SIMs/connections which are available on PTML's website besides being enclosed in the SIMs/connections packs. In case there is contradiction between any terms/conditions of this Agreement and the said 'Terms and Conditions', the latter will prevail.
15. This Agreement shall be deemed effective retrospectively from 01st July, 2019 ("Effective Date") and will expire upon completion of services period stated under Clause 1 above. The Parties may renew the term of and amend this Agreement only with the mutual written consent.



IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first above written.

For and on Behalf of PTML:



Name: Atif Ishaque

Designation: GM (Customer Operations)

For and on behalf of the Subscriber:



Name: Mohammad bin Ashraf

Designation: Chief Traffic Officer

Witnesses:



Name: Etahayun Bakhsh

Designation/CNIC No.: Zonal Manager
37405-0331656-5



Name: IRFAN QASIM

Designation/CNIC No.: Sub-Inspector/TWO
35201-1712076-7

Exhibit A

Following are the customized package for the Subscriber;

Free Resource	Package 1	Package 2	Package 3
Price excluding tax	111.58	200.84	238.03
On net mins	700	700	700
CUG	1,500	1,500	1,500
Off net mins	NA	100	115
Internet MB	500	600	900
SMS	500	500	500

Business Rule:

- 30 seconds billing pulse
- Free on-net minutes includes:
 - o PTCL (landline) minutes &
 - o Ufone to Ufone
- All-net outgoing calls will be Rs.0.75/- exclusive of taxes
- Local SMS Rs.1.00 All-net exclusive of taxes (English 160 characters)
- International SMS will be Rs.5.00/- exclusive of Taxes (English 160 characters)
- All PRIME Voice (on-net & off-net) & internet bucket will be available on these connections without any further discount.
- After the consumption of CUG free minutes, normal outgoing call charges will be charged