

**MEMORANDUM OF
UNDERSTANDING**

Between

**BENAZIR BHUTTO SHAHEED HUMAN
RESOURCE
RESEARCH & DEVELOPMENT BOARD**

and

**AL-RAHIM GROUP OF COMPANIES
(Through Inter-Fret Consolidators (Pvt) Ltd)**

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THIS MEMORANDUM OF UNDERSTANDING (the "**MoU**") is made on this 5th day of January, 2026 (the "**Effective Date**") between:

(1) **BENAZIR BHUTTO SHAHEED HUMAN RESOURCE RESEARCH & DEVELOPMENT BOARD** ("**BBSHRRDB**" or the "**Board**"), a statutory body constituted under the Benazir Bhutto Shaheed Human Resource Research & Development Board Act, 2013 (Sindh Act No. XV of 2013), having its principal office at [insert registered address], Government of Sindh (hereinafter referred to as "**BBSHRRDB**" or the "**Board**");

AND

(2) **AL-RAHIM GROUP OF COMPANIES** (the "**Group**"), a Pakistani corporate conglomerate operating through multiple business divisions including freight forwarding, overseas employment facilitation, aviation services, corporate consultancy, agriculture, and international trade, **acting through its business division Inter-Fret Consolidators (Pvt) Ltd** ("**Inter-Fret Consolidators (Pvt) Ltd**"), a private limited company incorporated under the Companies Act, 2017 (Registration No. [insert]), holding Overseas Employment Promoter License No. OP & HRD/4362/KAR issued by the Bureau of Emigration & Overseas Employment, Government of Pakistan, having its registered office at [insert registered address], Karachi, Pakistan (hereinafter the Group acting through Inter-Fret Consolidators (Pvt) Ltd is collectively referred to as "**Inter-Fret Consolidators (Pvt) Ltd**" or the "**Company**");

(BBSHRRDB and Inter-Fret Consolidators (Pvt) Ltd are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**").

A handwritten signature in black ink, consisting of a stylized 'R' followed by a flourish, and a set of initials 'M' with a checkmark below it.

RECITALS

WHEREAS:

A. BBSHRDB is mandated under the BBSHRDB Act, 2013 to enhance the skills, employability, and overseas employment prospects of the domiciled residents of Sindh through training, certification, and facilitation of legal and dignified overseas and local employment. **The Province of Sindh currently contributes approximately 9% (nine percent) to Pakistan's overseas workforce, the lowest among all provinces, and BBSHRDB is committed to increasing Sindh's contribution to 45-50% (forty-five to fifty percent) through strategic partnerships and employment generation initiatives;**

B. Al-Rahim Group of Companies operates a diversified portfolio of business divisions, among which Inter-Fret Consolidators (Pvt) Ltd specializes in overseas employment facilitation, training delivery, employer linkages, and operates the **One-Window Overseas Employment Facilitation Centre** (the "**One-Window Portal**"), a flagship digital and physical service platform offering end-to-end pre-departure services, job matching, documentation, and post-placement support. **Inter-Fret Consolidators (Pvt) Ltd has established overseas offices in the Kingdom of Saudi Arabia and maintains active employer partnerships with over 1,000 (one thousand) overseas employers across multiple destination countries, with plans to expand its overseas office network to key employment markets to provide continuous post-deployment support to deployed workers;**

C. Inter-Fret Consolidators (Pvt) Ltd coordinates training delivery in partnership with specialized training providers including:

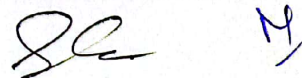
(i) **School of Leadership** – responsible for personal development, soft skills, leadership development, workplace behaviour, and professional competency training; and

(ii) **LingoSol** – Inter-Fret Consolidators (Pvt) Ltd's dedicated language training wing, specializing in foreign language instruction (including but not limited to Arabic, Japanese, Korean, Mandarin, German, and English proficiency) to meet employer-specific linguistic requirements for overseas and premium local employment;

(Collectively, the "**Strategic Training Partners**");

D. The Group recognize that **Pakistan's overseas employment sector is forecast to generate approximately 3 million (three million) job opportunities by 2029**, creating unprecedented demand for skilled, professionally trained, and linguistically competent workers. The Group further recognize that certain local and international employment opportunities require **foreign language proficiency as the primary or sole qualification**, without the need for extensive technical upskilling, enabling accelerated deployment timelines. Through LingoSol, Inter-Fret Consolidators (Pvt) Ltd can deliver **language-led employment pathways** for roles in hospitality, caregiving, customer service, logistics support, and other sectors where linguistic competence is the principal employability criterion;

E. The Parties are committed to a **mission-driven approach** focused on: (i) **delivering exclusively job-oriented training programmes** aligned with employer demand and market requirements; (ii) **providing training opportunities to both new**



trainees and alumni to enable continuous skill enhancement and career progression; (iii) establishing better and more reliable employer-employee matches through AI-driven assessment, transparent placement processes, and rigorous quality standards; and (iv) establishing overseas offices in key destination countries to provide comprehensive post-deployment support, grievance redressal, and welfare services to deployed workers;

F. BBSHRADB desires to engage Inter-Fret Consolidators (Pvt) Ltd and its Strategic Training Partners to deliver training, certification, job matching, and placement facilitation services to candidates nominated by the Board, with priority access to the One-Window Portal, Inter-Fret Consolidators (Pvt) Ltd's network of 1,000+ overseas employers, and Inter-Fret Consolidators (Pvt) Ltd's established and planned overseas offices; and

G. The Parties wish to formalize their collaboration on a principle basis, subject to detailed operational agreements, to ensure transparency, accountability, measurable outcomes, and alignment with the policy objectives of the Government of Sindh, with the overarching goal of increasing Sindh's contribution to Pakistan's overseas workforce from 9% to 45-50% and facilitating the placement of BBSHRADB-nominated candidates in the forecasted 3 million overseas job opportunities by 2029.

NOW, THEREFORE, in consideration of the mutual covenants, undertakings, and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:



ARTICLE 1: PURPOSE AND OBJECTIVES

1.1 Purpose

This MoU establishes a strategic public-private partnership framework under which BBSHRRDB shall provide funding and nominate candidates for training, certification, and employment facilitation, and Inter-Fret Consolidators (Pvt) Ltd (acting on behalf of Al-Rahim Group and coordinating delivery through its Strategic Training Partners) shall deliver job-oriented training services, coordinate internationally recognized certifications where required, and facilitate priority placement of BBSHRRDB-nominated candidates (including new trainees and alumni) in local and overseas employment opportunities through its One-Window Portal, network of 1,000+ overseas employers, and established and planned overseas offices.

1.2 Strategic Mission

The Parties are united in their mission to **increase the Province of Sindh's contribution to Pakistan's overseas workforce from the current 9% to 45-50% by 2029**, and to facilitate the placement of BBSHRRDB-nominated candidates in the forecasted **3 million overseas employment opportunities** expected to be generated in Pakistan's overseas employment sector by 2029. This mission shall be achieved through better and more reliable employer-employee matching, comprehensive job-oriented training, and sustained post-deployment support.

1.3 Objectives

The Parties commit to achieving the following strategic objectives:

- (a) Deliver exclusively job-oriented training programmes aligned with employer demand, market requirements, and the forecasted 3 million overseas employment opportunities, ensuring that all training modules are designed to maximize employability and job placement outcomes;
- (b) Provide training opportunities to both new trainees and alumni of BBSHRRDB programmes, enabling continuous skill enhancement, career progression, re-skilling, and adaptation to evolving employer requirements;
- (c) Enhance the employability, professional competence, and global workforce readiness of candidates nominated by BBSHRRDB through quality training in soft skills, foreign languages, workplace behaviour, and where required, accredited technical certifications;
- (d) Establish better and more reliable employer-employee matches through AI-driven assessment tools, transparent placement processes, rigorous quality standards, and access to Inter-Fret Consolidators (Pvt) Ltd's network of 1,000+ verified overseas employers;
- (e) Provide BBSHRRDB-nominated candidates with priority access to Inter-Fret Consolidators (Pvt) Ltd's One-Window Portal, employer databases, job matching systems, and overseas offices for accelerated placement in dignified and legally compliant employment;
- (f) Facilitate safe, legal, and higher-value overseas employment opportunities, as well as premium local employment, through structured pre-departure orientation, employer liaison, contract verification, post-deployment support via Inter-Fret Consolidators (Pvt) Ltd's overseas offices (including the established office in the Kingdom of Saudi Arabia and planned offices in other key destination countries), and comprehensive welfare services;



(g) Deploy language-led employment pathways where foreign language proficiency is the primary or sole qualification for employment, enabling rapid job placement for BBSHRDB-nominated candidates in sectors such as hospitality, caregiving, customer service, and support services, subject to BBSHRDB approval and demand;

(h) Establish and operationalize overseas offices in countries where significant numbers of BBSHRDB-nominated candidates are deployed, commencing with the existing office in the Kingdom of Saudi Arabia and expanding to other key destination markets, to provide continuous post-deployment support, grievance redressal, contract enforcement assistance, and welfare services; and

(i) Establish transparent monitoring, reporting, and evaluation mechanisms to measure placement rates, employer satisfaction, certification outcomes, alumni engagement, post-deployment welfare, and compliance with applicable laws and Government of Sindh policy frameworks, with specific tracking of progress toward the 45-50% provincial contribution target.



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ARTICLE 2: SCOPE OF COLLABORATION

2.1 General Scope

The collaboration shall encompass job-oriented training delivery (to new trainees and alumni), certification coordination, priority job matching through Inter-Fret Consolidators (Pvt) Ltd's network of 1,000+ overseas employers, placement facilitation, post-deployment support through Inter-Fret Consolidators (Pvt) Ltd's overseas offices, and ongoing welfare services for deployed candidates, in accordance with training plans, curricula, and service standards to be mutually agreed between the Parties from time to time.

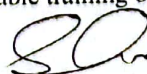
2.2 Job-Oriented Training Services

Inter-Fret Consolidators (Pvt) Ltd, directly and through its Strategic Training Partners, shall design and deliver **exclusively job-oriented training modules** as per training plans approved by BBSHRRDB, ensuring that all training content is directly aligned with employer requirements, market demand, and the skills necessary for the forecasted 3 million overseas employment opportunities. Training programmes shall be available to **both new trainees and alumni** of BBSHRRDB programmes, and may include:

- (a) **Soft Skills and Professional Development:** Communication skills, interpersonal effectiveness, workplace behaviour, cultural sensitivity, time management, teamwork, problem-solving, and job readiness, specifically tailored to overseas employer expectations (delivered by School of Leadership);
- (b) **Foreign Language Training:** Instruction in Arabic, Japanese, Korean, Mandarin, German, English proficiency, or other languages as required by employer demand or BBSHRRDB directives, with curriculum focused on employment-specific language competencies (delivered by LingoSol);
- (c) **Accredited Certification:** City & Guilds, NEBOSH, IOSH, or other internationally recognized technical or vocational certifications that enhance employability and meet employer specifications, where required by BBSHRRDB and agreed in writing, coordinated through accredited training providers;
- (d) **Practical and On-the-Job Exposure:** A minimum of fifteen (15) days of hands-on, hybrid, or simulated workplace training to validate candidate readiness and ensure alignment with actual job requirements in target employment sectors; and
- (e) **AI Awareness and Digital Skills:** Basic AI literacy, prompt engineering, digital workplace tools, and technology competencies relevant to modern employment environments, where applicable to the training programme.

2.3 Alumni Training and Continuous Skill Development

Recognizing the importance of continuous skill development and career progression, **all training programmes under this MoU shall be made available to alumni** of previous BBSHRRDB training initiatives, in addition to new trainees. Alumni may access refresher training, upskilling programmes, additional certifications, or entirely new skill pathways to enhance their employability, adapt to changing market demands, or pursue career advancement opportunities. Inter-Fret Consolidators (Pvt) Ltd shall maintain an alumni database and facilitate targeted outreach to alumni regarding available training opportunities.



2.4 Language-Led Employment Pathway

The Parties recognize that certain employment opportunities, particularly in overseas markets and aligned with the forecasted 3 million job opportunities, require foreign language proficiency as the primary or sole qualification. Inter-Fret Consolidators (Pvt) Ltd, through LingoSol, shall offer **accelerated language training and rapid deployment services** for such roles, enabling BBSHRRDB-nominated candidates (including alumni) to access employment opportunities in sectors including but not limited to hospitality, caregiving, customer service, logistics support, and administrative assistance. **This language-led pathway shall be implemented strictly as per BBSHRRDB's requirements, approvals, and demand**, and shall be subject to the same quality standards, monitoring, and reporting obligations as other training programmes under this MoU.

2.5 Better and More Reliable Employer-Employee Matching

The Parties are committed to establishing **better and more reliable matches** between BBSHRRDB-nominated candidates and overseas employers. Inter-Fret Consolidators (Pvt) Ltd shall achieve this through:

- a) Comprehensive candidate assessment and profiling to identify skills, competencies, language abilities, work preferences, and cultural fit;
- b) AI-based employer-employee matching tools that analyze job requirements, employer expectations, and candidate profiles to identify optimal placement opportunities;
- c) Transparent employer verification processes to ensure that all employers in Inter-Fret Consolidators (Pvt) Ltd's network of 1,000+ overseas employers meet legal, ethical, and contractual standards;
- d) Pre-placement briefings that provide candidates with detailed information about job roles, employer expectations, working conditions, compensation, and cultural considerations;
- e) Contract review and verification services to ensure that employment contracts are fair, legally compliant, and aligned with bilateral labour agreements;
- f) Feedback loops incorporating employer satisfaction data and candidate experience reports to continuously refine matching algorithms and placement processes; and
- g) Priority consideration for BBSHRRDB-nominated candidates, ensuring they receive preferential access to high-quality employment opportunities.

2.6 Placement Facilitation and Priority Access

Inter-Fret Consolidators (Pvt) Ltd shall provide BBSHRRDB-nominated candidates (including alumni) with priority consideration for overseas and local employment opportunities accessed through the One-Window Portal, Inter-Fret Consolidators (Pvt) Ltd's network of 1,000+ verified overseas employers, and Inter-Fret Consolidators (Pvt) Ltd's overseas offices. Priority consideration means that BBSHRRDB-nominated candidates who meet Inter-Fret Consolidators (Pvt) Ltd's assessment and employer eligibility criteria shall be presented to employers in advance of non-nominated candidates for the same vacancy. Inter-Fret Consolidators (Pvt) Ltd shall use reasonable endeavours to secure placement opportunities, with particular focus on leveraging the forecasted 3 million overseas employment opportunities to maximize placement outcomes for Sindh-domiciled candidates.

2.7 Overseas Offices and Post-Deployment Support

Inter-Fret Consolidators (Pvt) Ltd operates an overseas office in the Kingdom of Saudi Arabia and is committed to **establishing additional overseas offices in key destination**



countries where significant numbers of BBSHRRDB-nominated candidates are deployed. These overseas offices shall provide:

- a) Post-deployment orientation and settling-in support for newly arrived workers;
- b) Continuous welfare monitoring and check-ins to ensure worker wellbeing and contract compliance;
- c) Grievance redressal mechanisms for workers facing workplace disputes, contract violations, or other challenges;
- d) Liaison with employers, local authorities, and Pakistani diplomatic missions to resolve issues and protect worker rights;
- e) Emergency assistance and crisis response for workers in distress;
- f) Facilitation of contract renewals, job changes, or voluntary repatriation as needed; and
- g) Collection of feedback and data on worker experiences to inform training improvements and employer vetting processes.

The establishment of additional overseas offices shall be prioritized based on deployment volumes, strategic importance, and mutual agreement between the Parties.

2.8 Job Matching and Documentation

Inter-Fret Consolidators (Pvt) Ltd shall:

- a) Utilize AI-based employer-employee matching tools, subject to data protection laws and informed candidate consent, to identify suitable job opportunities from its network of 1,000+ overseas employers;
- b) Provide pre-departure briefing, employer liaison, employment contract review assistance, and documentation support for overseas placements;
- c) Ensure compliance with the Bureau of Emigration & Overseas Employment regulations, Emigration Rules, 1979, and applicable bilateral labour agreements; and
- d) Maintain placement tracking and employer feedback records for a minimum period of six (6) months post-placement, with extended tracking for workers receiving support through Inter-Fret Consolidators (Pvt) Ltd's overseas offices.

ARTICLE 3: ROLES AND RESPONSIBILITIES

3.1 Responsibilities of BBSHRRDB

BBSHRRDB shall:

- (a) **Funding:** Provide agreed funding for job-oriented training delivery, certification charges, and administrative costs as set out in the Financial Terms Schedule (Annex A), subject to budgetary allocations and Government of Sindh financial regulations;
- (b) **Candidate Nomination:** Nominate eligible candidates, including both new trainees and alumni (with Sindh domicile or as otherwise agreed), in accordance with eligibility criteria established by the Board, including provision of candidate lists, supporting documentation, and verification through NADRA or other approved systems;
- (c) **Alumni Engagement:** Maintain updated alumni records and facilitate outreach to alumni regarding available training opportunities, upskilling programmes, and employment facilitation services under this MoU;
- (d) **Coordination and Mobilization:** Facilitate coordination with district offices, program monitoring units, and relevant government departments for candidate selection, mobilization, and onboarding;



(e) **Oversight and Monitoring:** Conduct periodic monitoring visits, quality assurance reviews, and programme evaluations to ensure compliance with agreed standards, job-orientation of training content, and Government of Sindh policy objectives;

(f) **Policy Alignment:** Ensure that training programmes, certification pathways, and placement services align with the Board's strategic priorities, the Government of Sindh's human resource development and employment generation policies, and the mission to increase Sindh's overseas workforce contribution from 9% to 45-50%;

(g) **Approval Authority:** Review and approve training curricula, service modalities, fee structures, language-led employment pathways, and overseas office expansion plans proposed by Inter-Fret Consolidators (Pvt) Ltd prior to implementation; and

(h) **Strategic Mission Support:** Collaborate with Inter-Fret Consolidators (Pvt) Ltd to track progress toward the strategic mission of placing BBSHRRDB-nominated candidates in the forecasted 3 million overseas employment opportunities by 2029 and increasing Sindh's provincial contribution to 45-50%.

3.2 Responsibilities of Inter-Fret Consolidators (Pvt) Ltd (Al-Rahim Group)

Inter-Fret Consolidators (Pvt) Ltd, acting on behalf of Al-Rahim Group and coordinating delivery through its Strategic Training Partners, shall:

(a) **Job-Oriented Training Delivery:** Design, deliver, and coordinate exclusively job-oriented training programmes, ensuring that all training content is directly aligned with employer requirements, market demand, and the skills necessary for the forecasted 3 million overseas employment opportunities. Training shall be available to both new trainees and alumni;

(b) **Alumni Access and Engagement:** Provide equal access to all training programmes for BBSHRRDB alumni, maintain an alumni database, conduct targeted outreach to alumni regarding training and employment opportunities, and facilitate alumni participation in refresher training, upskilling, and new certification programmes;

(c) **Certification Coordination:** Where required by BBSHRRDB, coordinate delivery of City & Guilds, NEBOSH, IOSH, or other internationally recognized certifications through accredited training partners, ensuring compliance with awarding body standards;

(d) **Assessment and Validation:** Conduct objective assessments to validate candidate readiness and competency prior to placement, maintaining records of attendance, performance, and certification status for both new trainees and alumni;

(e) **Better and More Reliable Matching:** Implement comprehensive employer-employee matching processes as set out in Article 2.5, utilizing AI-driven assessment tools, transparent employer verification, and rigorous quality standards to establish better and more reliable matches between BBSHRRDB-nominated candidates and overseas employers;

(f) **Priority Placement:** Provide BBSHRRDB-nominated candidates (including alumni) with priority consideration for overseas and local employment opportunities through Inter-Fret Consolidators (Pvt) Ltd's network of 1,000+ verified overseas employers, as set out in Article 2.6;

(g) **One-Window Portal Access:** Grant BBSHRRDB-nominated candidates (including alumni) priority access to the One-Window Overseas Employment Facilitation Centre and its digital platform for job search, employer matching, documentation processing, and pre-departure services;



- (h) **Overseas Office Operations:** Operate the established overseas office in the Kingdom of Saudi Arabia and establish additional overseas offices in key destination countries where significant numbers of BBSHRRDB-nominated candidates are deployed, providing comprehensive post-deployment support, grievance redressal, welfare services, and liaison with employers and local authorities as set out in Article 2.7;
- (i) **Employer Network Management:** Maintain, expand, and rigorously vet the network of 1,000+ overseas employers, ensuring that all employers meet legal, ethical, and contractual standards, and prioritize employer partnerships aligned with the forecasted 3 million overseas employment opportunities;
- (j) **Employer Liaison:** Negotiate employment terms, verify contract compliance, and facilitate employer engagement with BBSHRRDB-nominated candidates, with particular focus on leveraging overseas offices to strengthen employer relationships and resolve issues;
- (k) **Monitoring and Reporting:** Submit monthly reports to BBSHRRDB containing trainee attendance (including alumni participation), assessment results, certifications obtained, job matching status, placement outcomes, post-deployment support activities, employer feedback, overseas office operations, and progress toward the strategic mission targets, in formats to be mutually agreed;
- (l) **Data Management:** Maintain trainee and alumni records, upload data to BBSHRRDB's Financial Management Information System (FMIS) or designated portal, and ensure compliance with data protection and privacy regulations;
- (m) **Legal and Regulatory Compliance:** Ensure all training, certification, placement, and post-deployment support activities comply with applicable laws, Bureau of Emigration & Overseas Employment regulations, Emigration Rules, 1979, bilateral labour agreements, and Government of Sindh directives; and
- (n) **Language-Led Pathway Implementation:** Deliver language-led employment pathway services strictly as per BBSHRRDB's requirements, approvals, and demand, ensuring quality language instruction, employer liaison, and rapid deployment support, with availability for both new trainees and alumni.

ARTICLE 4: FINANCIAL ARRANGEMENTS

4.1 Funding and Fee Structure

BBSHRRDB shall pay Inter-Fret Consolidators (Pvt) Ltd fees for job-oriented training delivery (including training for alumni), certification charges, and agreed administrative costs as set out in the Financial Terms Schedule (Annex A). Fee structures shall be transparent, market-competitive, and subject to periodic review by mutual agreement.

4.2 Payment Terms and Milestones

Payments shall be made in accordance with milestone-based schedules as set out in Annex A (for example: 30% on commencement, 50% upon completion of classroom training, 20% on completion of practical training and certification). Invoicing procedures, banking details, and payment timelines shall be specified in Annex A and shall comply with Government of Sindh financial regulations.

4.3 Audit and Transparency

Inter-Fret Consolidators (Pvt) Ltd shall maintain detailed financial records relating to funds received from BBSHRRDB and shall permit audits by BBSHRRDB's authorized representatives, the Accountant General Sindh, or nominated external auditors, upon



reasonable written notice. Inter-Fret Consolidators (Pvt) Ltd shall provide full cooperation and access to relevant documentation during such audits.



ARTICLE 5: CANDIDATE SELECTION, ELIGIBILITY, AND INTAKE

5.1 Candidate Selection and Nomination

BBSHRRDB shall nominate candidates, including both new trainees and alumni, in accordance with eligibility criteria established by the Board (including but not limited to age, domicile, minimum educational qualifications, and relevant experience where applicable). The Parties shall jointly develop detailed eligibility criteria for each training programme prior to commencement, with flexibility to accommodate alumni seeking upskilling or career progression.

5.2 Cohort Sizes and Training Schedules

The Parties shall agree upon cohort sizes, training schedules, and batch commencement dates in advance. Training calendars shall be aligned with BBSHRRDB's budget cycles, candidate availability, and alumni engagement initiatives.

5.3 Disqualification and Exclusion

Inter-Fret Consolidators (Pvt) Ltd reserves the right to exclude any candidate who fails to meet minimum training attendance requirements (as per mutually agreed thresholds), assessment standards, or conduct requirements. Any such exclusion shall be communicated in writing to BBSHRRDB with documented justification, and BBSHRRDB may nominate replacement candidates where appropriate.

ARTICLE 6: MONITORING, REPORTING, AND KEY PERFORMANCE INDICATORS

6.1 Monthly Reporting

Inter-Fret Consolidators (Pvt) Ltd shall submit monthly progress reports to BBSHRRDB containing, at minimum: trainee attendance records (including alumni participation), assessment results, certifications obtained, job matching status, placement outcomes through the network of 1,000+ overseas employers, post-deployment support activities conducted through overseas offices, employer feedback, **progress toward the strategic mission targets (including tracking of Sindh's contribution to Pakistan's overseas workforce and placement progress toward the 3 million job opportunity target)**, and any material issues or delays. Report formats and submission deadlines shall be mutually agreed.



6.2 Key Performance Indicators (KPIs)

The Parties shall establish mutually agreed Key Performance Indicators (KPIs) as set out in Annex B, which shall include (but are not limited to): (i) placement rate within specified timeframes; (ii) certification pass rate; (iii) employer satisfaction scores; (iv) candidate retention rates; (v) incident/fraud reduction metrics; (vi) alumni participation and engagement rates; (vii) quality of employer-employee matching (measured through feedback and retention); (viii) overseas office service delivery metrics; (ix) progress toward the 45-50% provincial contribution target; and (x) utilization of the forecasted 3 million overseas employment opportunities. KPI targets shall be realistic, measurable, and subject to periodic review.

6.3 Quarterly Review Meetings

The Parties shall convene quarterly review meetings to evaluate programme performance, review KPI achievement, assess progress toward strategic mission targets, address operational challenges, and plan for subsequent training cycles and overseas office expansions. Minutes of such meetings shall be recorded and circulated.

6.4 Monitoring Visits

BBSHRRDB shall have the right to conduct periodic monitoring visits to training facilities, assessment venues, Inter-Fret Consolidators (Pvt) Ltd's operational sites, and where practicable and mutually agreed, Inter-Fret Consolidators (Pvt) Ltd's overseas offices. Inter-Fret Consolidators (Pvt) Ltd shall provide full cooperation and access to relevant personnel and documentation during such visits.

ARTICLE 7: DATA PROTECTION, CONFIDENTIALITY, AND INTELLECTUAL PROPERTY

7.1 Data Protection and Privacy

Each Party shall comply with applicable data protection laws, including the Personal Data Protection Bill (once enacted) and international best practices. Both Parties shall obtain informed consent from trainees and alumni for the collection, storage, processing, and sharing of personal data for training, placement, and monitoring purposes. Personal data shall be used solely for the purposes set out in this MoU and shall be protected against unauthorized access, disclosure, or misuse.

7.2 Confidentiality

Each Party agrees to keep confidential any proprietary information, business strategies, operational data, or commercially sensitive information disclosed by the other Party in connection with this MoU. Confidential information shall not be disclosed to third parties except as required by law, with prior written consent of the disclosing Party, or as necessary for performance of obligations under this MoU.

7.3 Intellectual Property

Training materials, curricula, assessment frameworks, and digital tools developed jointly by the Parties for the purposes of this MoU shall be jointly owned unless otherwise agreed in writing. Each Party grants the other a non-exclusive, royalty-free license to use jointly developed materials for programme delivery and related purposes. Pre-existing intellectual property of either Party shall remain the exclusive property of that Party.

ARTICLE 8: LIABILITY, INDEMNITY, AND INSURANCE

8.1 Liability



Each Party shall be responsible for its own acts, omissions, negligence, or wilful misconduct. Neither Party shall be liable for indirect, consequential, or punitive damages arising from performance or non-performance under this MoU, except in cases of gross negligence or wilful misconduct.

8.2 Indemnity

Each Party shall indemnify, defend, and hold harmless the other Party, its officers, employees, and agents from and against any claims, liabilities, damages, or losses arising from the indemnifying Party's negligent acts, omissions, or wilful misconduct in connection with this MoU.

8.3 Insurance

Inter-Fret Consolidators (Pvt) Ltd shall maintain appropriate professional indemnity insurance, public liability insurance, and such other insurance coverage as may be reasonably required for the delivery of training and placement services. Evidence of insurance coverage shall be provided to BBSHRRDB upon request.

ARTICLE 9: TERM, RENEWAL, AND TERMINATION

9.1 Term

This MoU shall commence on the Effective Date and shall remain in force for a period of **three (5) years**, unless earlier terminated in accordance with the provisions of this Article.

9.2 Renewal

This MoU may be renewed for additional terms by mutual written agreement of the Parties, subject to satisfactory performance, budget availability, and continuing policy alignment. The Parties shall initiate renewal discussions at least ninety (90) days prior to expiry. M

9.3 Termination for Convenience

Either Party may terminate this MoU for convenience by providing the other Party with ninety (90) days' prior written notice, without the need to establish cause.

9.4 Termination for Cause

Either Party may terminate this MoU immediately for material breach if the breaching Party fails to remedy such breach within thirty (30) days of receipt of written notice specifying the breach and requiring its remedy. Material breaches include, but are not limited to: failure to deliver training services in accordance with agreed standards; failure to make payments as per agreed schedules; breach of confidentiality; or violation of applicable laws and regulations.

9.5 Effect of Termination

Upon termination of this MoU, the Parties shall: (a) settle all outstanding financial obligations; (b) complete any in-progress training or placement activities where reasonably practicable and mutually agreed; (c) return or destroy confidential information as directed by the disclosing Party; and (d) cooperate in good faith to effect an orderly wind-down. The provisions of Articles 7 (Data Protection and Confidentiality), 8 (Liability and Indemnity), and 10 (Dispute Resolution) shall survive termination.

ARTICLE 10: DISPUTE RESOLUTION

10.1 Amicable Resolution



In the event of any dispute, controversy, or claim arising out of or in connection with this MoU, or the breach, termination, or invalidity thereof, the Parties shall first attempt to resolve the matter amicably through good-faith negotiations between senior representatives of each Party within thirty (30) days of the dispute arising.

10.2 Mediation

If the dispute is not resolved through negotiation within the thirty (30) day period, the Parties shall refer the dispute to mediation in Karachi, Pakistan, under the auspices of a mutually acceptable mediator or mediation institution. The Parties shall share the costs of mediation equally.



10.3 Arbitration

If mediation does not result in resolution within sixty (60) days, the dispute shall be referred to arbitration under the Arbitration Act, 1940 (or successor legislation), or such other arbitration rules as may be mutually agreed. The arbitration shall be conducted by a sole arbitrator (or panel of three arbitrators if the Parties so agree) appointed in accordance with the applicable arbitration rules. The seat of arbitration shall be Karachi, Pakistan, and the language of arbitration shall be English. The arbitral award shall be final and binding on both Parties.

ARTICLE 11: FORCE MAJEURE

Neither Party shall be liable for failure or delay in performing its obligations under this MoU if such failure or delay is due to circumstances beyond that Party's reasonable control, including but not limited to: acts of God, natural disasters, pandemics, epidemics, wars, civil unrest, terrorism, government actions, strikes, or breakdown of essential utilities. The affected Party shall promptly notify the other Party in writing of the force majeure event and its expected duration, and shall use reasonable endeavours to mitigate the impact and resume performance as soon as practicable. If the force majeure event continues for more than ninety (90) days, either Party may terminate this MoU by written notice without liability.

ARTICLE 12: PUBLICITY AND PUBLIC STATEMENTS

Neither Party shall issue press releases, public statements, or media communications regarding the terms, conditions, or performance of this MoU, or make reference to the other Party in publicity materials, without the prior written consent of the other Party. Joint publicity for programme milestones, success stories, awareness campaigns, or policy initiatives may be agreed upon by mutual consent. Both Parties shall coordinate on messaging to ensure consistency with Government of Sindh communication protocols.

ARTICLE 13: AMENDMENTS AND MODIFICATIONS

Any amendment, modification, or variation to this MoU, including its annexes, shall be made in writing and signed by duly authorized representatives of both Parties. No oral amendment or modification shall be valid or enforceable.

ARTICLE 14: NOTICES

All notices, requests, consents, and other communications required or permitted under this MoU shall be in writing and shall be deemed to have been duly given:

- (a) When delivered personally;
- (b) Two (2) business days after deposit with a reputable courier service; or
- (c) When sent by email with confirmation of receipt;

to the addresses set out below or to such other addresses as either Party may designate by written notice:

For BBSHRRDB:

[Registered Address]
Attention: [Name and Title] of [Authorized Officer]
[Official Email] [Official Address]
Telephone: [Contact Number]



For Inter-Fret Consolidators (Pvt) Ltd (Al-Rahim Group):

HEAD OFFICE (Karachi)
Suit #: 813, 814, 815 8th Floor, Park Avenue
Block 6 PECHS, Shahrah-e-Faisal, Karachi, Pakistan.
92-21- 3454 0593 / 3452 1335 / 3454 3987 /3453 5348
info@alrahimgroup.com
Fax: +92-21-3454-0594

ARTICLE 15: GOVERNING LAW AND JURISDICTION

This MoU shall be governed by and construed in accordance with the laws of Pakistan. Subject to the dispute resolution provisions in Article 10, the courts of Karachi, Pakistan, shall have exclusive jurisdiction to entertain any proceedings arising out of or in connection with this MoU.

ARTICLE 16: SEVERABILITY

If any provision of this MoU is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be deemed severed from this MoU, and the remaining provisions shall continue in full force and effect to the maximum extent permitted by law. The Parties shall negotiate in good faith to replace any severed provision with a valid and enforceable provision that achieves, to the extent possible, the original intent of the severed provision.

ARTICLE 17: ENTIRE AGREEMENT

This MoU, including all annexes attached hereto and forming an integral part hereof, constitutes the entire agreement and understanding between the Parties with respect to its subject matter and supersedes all prior discussions, negotiations, understandings, and agreements, whether written or oral, between the Parties relating to such subject matter.



Handwritten signature and initials in blue ink.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be executed by their duly authorized representatives as of the date first written above.


For and on behalf of:

BENAZIR BHUTTO SHAHEED HUMAN RESOURCE RESEARCH & DEVELOPMENT BOARD

<p>FOR AL-RAHIM GROUP OF COMPANIES</p> <p><i>Through: Inter-fret Consolidators (Pvt) Ltd</i></p> <p>Name: Shujaat Ali</p> <p>Title: Chairman</p> <p>Date: 05-January-2026</p> <p>Signature: </p>	<p>FOR BBSHRRDB</p> <p>Name: MUNAWAR ALI</p> <p>Title: SEC: BBS HRDB</p> <p>Date: 12/01/2026</p> <p>Signature: </p>
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CONTACT INFORMATION

<p>AL-RAHIM GROUP OF COMPANIES</p> <p><i>Inter-fret Consolidators (Pvt) Ltd</i></p> <p>Phone: +92 21 34326656</p> <p>Mobile: +92 300 8222929</p> <p>Website: www.inter-fret.com</p> <p>Website: www.alrahimgroup.com.pk</p>	<p>BBSHRRDB</p> <p>Phone: </p> <p>Email: Shamsuddin970@gmail.com</p> <p>Website: www.bbshrdb.gos.pk</p>
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Farooq H. Silcander

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