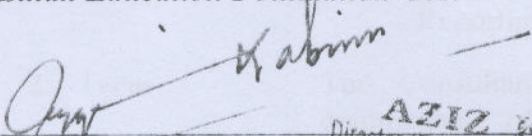


- 7. **Ownership of Material** Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software
- 8. **Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
- 9. **Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 10. **Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- 11. **Law Governing Contract and Language** The Contract shall be governed by the laws of *[Pakistan Government]*, and the language of the Contract shall be *[English]*
- 12. **Dispute Resolution** Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country.

For the Client

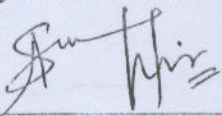
Sindh Education Foundation Gos.


 Mr. Aziz Kabani,
 Director Programs, Operations & Research
 Sindh Education Foundation
 Govt. of Sindh

AZIZ KABANI
 Director (Programs, Operations & Research)
 Sindh Education Foundation
 Govt. of Sindh

For the Consultant

M/s. Systems Limited.


 Mr. Asif Peer,
 Managing Director & Chief Executive Officer

