

[THE COMPANIES ACT, 2017]  
*(A COMPANY LIMITED BY GUARANTEE AND  
ESTABLISHED UNDER SECTION 42 OF THE  
COMPANIES ACT, 2017)*  
MEMORANDUM OF ASSOCIATION  
OF  
“M/S PUNJAB HEALTH INITIATIVE MANAGEMENT COMPANY”  
(PHIMC)

**I. NAME**

The name of the Company is “PUNJAB HEALTH INITIATIVE MANAGEMENT COMPANY” (PHIMC).

**II. REGISTERED OFFICE**

**III.**

The Registered Office of the Company shall be situated in the Province of Punjab, Pakistan.

**IV. COMPANY IS AN “ASSOCIATION NOT FOR PROFIT” U/S 42**

The Company is limited by guarantee having no share capital and is formed not for profit within the meaning of Section 42 of the Companies ACT, 2017 organized and established for “management of special initiatives in the health sector including improving universal health coverage /insurance for the benefit of people living in the area of Punjab”

## V. OBJECTS

Without prejudice to the generality of the foregoing, the objects for which the Company is established are: all or any of the following (*and in construing the following sub-clauses, the scope of no one of such sub-clause shall be deemed to limit or affect the scope of any other such sub-clauses*) and the objects shall extend to the “**Province of the Punjab**” only.

1. To advocate, undertake, and engage in such activities which contributes to provision of sustainable universal health coverage for the population of Punjab
2. To promote and implement Demand Side Financing for health including results based financing, specific voucher schemes, health protection/ insurance schemes for the poor and an Integrated Health Insurance Scheme for the population of Punjab.
3. To improve access to health care services for the population of Punjab of an acceptable quality and reasonable cost through special initiatives
4. To protect the population of Punjab, especially the poor, from impoverishment due to health care expenditures
5. To Promote provide, establish healthcare facilities and establishments for preventive diagnostic and curative purpose under public private partnership (PPP) OR OTHERWISE on behalf of Government of Punjab.”
6. To ensure equitable distribution of health benefits among the population of Punjab, especially the poor through initiatives managed by the company
7. To monitor the standards of health care delivery services within the initiatives /health insurance scheme and ensure adherence to provincial quality standards laid down under the Punjab Health Care Commission Act

8. To harness the capacities of the private sector in achievement of health goals as laid out by the Government.
9. To improve access to and utilization of private sector health institutions in the provision of health care services under the company's initiatives.
10. To ensure access to required health care to the beneficiaries under the company's initiatives within the province of Punjab through involvement of public and private health providers
11. To promote the health insurance scheme through educating and creating awareness among the population of the Punjab, to promote risk pooling and decrease catastrophic health care expenditures
12. To prepare the necessary environment including defining institutional structures and mechanisms for expansion of the insurance scheme to the non-poor population
13. To establish the necessary mechanisms for collection of premiums for health insurance from the general population to enable risk pooling of health care expenditures and cross subsidization.
14. To work with the department of health in increasing public awareness and understanding of the determinants of health, disease, and disability; including communicable and non-communicable disease especially diseases with epidemic potential.
15. To channel public and other resources to support the provision of an essential Package of Health Services for the population groups who are unable to pay for their health costs/ insurance premiums.
16. To enter into negotiations, contracts, agreements and understandings with public and private persons and institutions in the pursuance of such activities for the purposes of carrying out the functions and activities of the Company.
17. To apply for and receive such permits and licenses as may be required in order to achieve the objects of Company.
18. To develop, manage and maintain such infrastructure as is considered necessary for the smooth functioning of the Company.
19. To prepare, print and publish or cause to be published papers, journals, magazines, periodical reports articles, bulletins, newsletters, proceedings of meetings or conferences for circulation and information for the general public in conformity with the objects of the Company.

20. To collect, classify, circulate, distribute and/or disseminate the data, information, statistics or knowledge relating to its initiatives including health insurance, in order to achieve the objects of the Company.
21. To establish and maintain close relation and contacts with other companies, bodies, associations, societies, corporations, institutes whether in Pakistan or elsewhere, having objects partly or entirely similar to that of the Company.
22. To pay all costs, charges and expenses preliminary or incidental incurred or sustained in/or formation or about the promotion and establishment of the Company.
23. To purchase, acquire, utilize and maintain computers and or mechanical electronic equipment, word processing, text processing and communication equipment for the purpose of the Company.
24. To set up, own, install, operate and maintain data processing centers, research centers, information centers or cause the same to be maintained through outsourced contracts: and utilize in any form of electronic, mechanical or other techniques for the purpose of collecting and analyzing data with regard to special initiatives including health insurance in the **"Province of the Punjab"**
25. To ensure development of the necessary MIS interfaces with the Department of Health Information Systems as well as the database of the contractors hired to provide services (e.g. insurance companies) in consultation and with assistance from Punjab Information Technology Board.
26. To conduct surveys, studies and research into various fields and best practices of management and operation of health insurance or other initiatives at national or international levels.
27. To function as an arbitrator for disputes resolution, if any, between members.
28. To invest or otherwise deal with the monies of the Company, not immediately required and to hold, pay or receive monies in such manner as may from time to time be determined by the Board.
29. To employ and remunerate staff and to provide such benefits on retirement or on leaving the service or on death in service and to provide for their training or work abroad and to remove and replace them as the Board may from time to time determine.
30. To undertake the payments of money or performance of any contract or obligations of the Company.
31. To sell, lease, and grant easement and other rights in any manner and to deal with or dispose of the property, assets, rights and effects of the Company or any part, thereof, for such consideration as the Company may think fit.

32. To open and operate banking accounts and to draw, make, accept, endorse, discount execute and issue drafts, cheques, bonds, debentures and other negotiable or transferable instruments.
33. To conduct all lawful activities that may be necessary, useful, or desirable for the furtherance or accomplishment by establishing specific working groups committees and/or sub-committees for the benefit of Members and attainment of the objects of the Company.
34. To ensure provision of training to its employees/staff, members and providers as required to achieve the objects of the company.
35. To coordinate with and provide necessary assistance to educational and research institutions for imparting training and enhancing the knowledge and techniques relating to the special initiatives including health insurance
36. To sign and execute deeds, documents and other instruments of every nature which relate in any way to the objects of the Company.
37. To accept, undertake or execute any trust, any agency or gift, grant, aid, donation, benefaction and act as trustee of any trust which relates in any way to the objects of the Company.
38. To accept subscription, contribution and donation whether occasional or recurring from any person, members of the Company, body and for that purpose to enter into such covenant or agreement with such terms as may be decided by the Board from time to time.
39. To develop and improve on the integrated health insurance scheme to address the growing health related issues in the **“Province of the Punjab”**.
40. To take such actions as are considered necessary to raise the status or to promote the efficiency of the Company.
41. To do all other such lawful acts and things as are incidental or conducive to the attainment of the above objects or any one of them.
42. To carry out joint venture agreements with other companies or countries within the scope of the objects of the Company.
43. To employ experts and professionals and persons conversant with technology and having all technical expertise and practical skill in which they are employed and such other staff, persons as may be deemed necessary or proper for the efficient handling and carrying on the business of the Company.

44. It is declared that notwithstanding anything contained in the foregoing object clauses of this Memorandum of Association nothing contained therein shall be construed as empowering the Company to undertake or to indulge in business of banking Company, banking, leasing, and investment, managing agency as restricted under the law or any unlawful operation

**VI.** Pursuant to the aforesaid objects and subject at all times to the laws of the Islamic Republic of Pakistan, the Company may:

- a. Raise funds and accept, grants, loans or financial assistance from any Government or organization, whether, domestic or international for use in work consistent with the purpose and objects thereof.
- b. Acquire, take over or accept the assets of any other person with similar objects or undertake and accept the management of any moveable or immovable property, endowment or fund set up to fulfill objects similar to all or any of the objects of the Company.
- c. Prepare and adopt bye-laws membership rules and regulations, a code of practice, and rules of business not inconsistent with nor in derogation of the laws of the Islamic Republic of Pakistan or this Memorandum of Association.
- d. Institute, conduct, defend, settle and retract legal proceedings before any forum, court or tribunal by or against the Company or its Members or employees in respect of matters affecting the affairs of the Company.
- e. Contract out any management or operational functions which help to improve the efficiency and effectiveness of the Company's business.
- f. Do all such other acts and things alone or in partnership with any other person, as the Company may consider being necessary, incidental or conducive to the attainment of the aforesaid objectives.

**VII.** It is hereby declared that:

- i. All income of the Fund shall be utilized towards the achievement of the objects herein contained.
- ii. The company shall apply all its profits and other income from its business activity or from any of its property, howsoever derived, solely towards the promotion of the objects as set forth in this Memorandum of Association and there will be no distribution of profit.

- iii. The company is being formed as a company limited by guarantee and not having share capital under the Company's Ordinance 1984.
- iv. Payment of remuneration for services or otherwise to its members, or Directors, except a full time Managing Director is prohibited.
- v. No change in the Memorandum and the Articles of Association shall be made except with the prior approval of the Registrar Joint Stock of Companies.
- vi. Patronage of any government or authority express or implied shall not be claimed unless such government or authority has signified its consent thereto in writing.
- vii. Money of the institution is to be kept in a scheduled bank.
- viii. The Company shall restrict the surpluses or monies validly set apart, excluding restricted funds, up-to twenty five percent (25%) of the total income of the year. Provided that such surpluses or monies set apart are invested in Government Securities, a collective investment scheme authorized or registered under the non-Banking Finance Companies (Establishment and Regulation) Rules, 2003, mutual funds, a real estate investment trust approved and authorized under the Real Estates Investment Trust Regulations, 2008 or scheduled banks.
- ix. In the case of winding up or dissolution of the Company, any surplus assets or property, after the satisfaction of all debts and liabilities, shall not be paid or disbursed among the members, but shall be given or transferred to some other company established under section 42 of the Companies ACT, 2017, having similar or identical objects to those of the Company to be decided by the members of the Company in their general meeting by a special resolution, and with the approval of Commissioner of income Tax under section 61 read with section 2(36) of the Income Tax Ordinance, 2001, under intimation to the Securities and Exchange Commission of Pakistan and Government of Punjab, within three months.
- x. Notwithstanding anything contained in the foregoing object clauses of this Memorandum of Association, nothing shall be considered as empowering the company to undertake or indulge in the business of banking within the meaning of Banking Companies Ordinance 1962, investment, insurance or managing agency business directly or indirectly as restricted under the law or any unlawful business or operation.

IV. The liability of its members is limited.


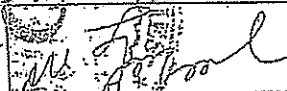
managing agency business directly or indirectly as restricted under the law or any unlawful business or operation.


IV. The liability of its members is limited.

V. Every member of the company undertakes to contribute to the assets of the company in the event of its being wound-up while he is a member, or within one year afterwards, for payment of the debts and liabilities of the company contracted before he ceases to be a member, and the costs charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding one thousand rupees.

Name and Surname (present & former in full in block letters)	CNIC No. (In Case of Foreigner, Passport No)	Father's / Husband Name (in full)	Nationality (as with any former Nationality)	Occupation	Residential Address (in full)	Signature
Ayesha Ghaus Pasha	9150907796974	Haiz Ahmad Pasha	Pakistani	MPA / Chairperson	House No. 260, Block-A, Phase-V, DHA, Lahore	
Khawaja Salman Rafique	3520277965077	Khawaja Muhammad Rafique Shahid	Pakistani	Advisor to Chief Minister Punjab on Health / MPA	House No. D-3311, Chowk Bukhari Kabutar mandi, Lohari Gate, Lahore	
Jawwad Rafique Malik	3520116586781	Rafique Ahmad Malik	Pakistani	Secretary Health	House No. B-24, Post Office Bridge Colony, Lahore Cantt	



Witness to the above signatures:	
Signature	
Full Name (in Block Letters)	IZHAR AHMED
Father's Name	RAUF AHMED
Nationality	PAKISTANI
Occupation	GOVERNMENT SERVANT
CNIC NO	381020-585973-7
Full Address	B-16 GOR-I, LAHORE
Witness to the above signatures:	
Signature	
Full Name (in Block Letters)	HASNAIN ABBAS MUZAMMIL
Father's Name	MUHAMMAD HUSSAIN HAIDER
Nationality	PAKISTANI
Occupation	GOVERNMENT SERVANT
CNIC NO	38101-7785539-3
Full Address	T/15-C, GOR-III, LAHORE

  
 DISTRICT OFFICER  
 Enterprises & Investment Promotion  
 For Registrar Joint Stock Companies  
 Lahore District Office  
 07/2/15  
