



**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SHAHID JAVED BURKI INSTITUTE OF PUBLIC POLICY AT NETSOL
AND
FOUNDATION FOR PEACE**

This Memorandum of Understanding (“MOU”) is entered into between The Shahid Javed Burki Institute of Public Policy at NetSol (BIPP) 126-B Ahmad Block New Garden Town, Lahore and Foundation for Peace (FFP) with its headquarter at 59-CC, Street 1, Phase IV, Defense Housing Authority, Lahore hereinafter jointly referred to as the “Parties”.

WHEREAS, BIPP is an independent non-profit institution aiming at: promoting rights and evidence based inclusive policy making in economic, social, environmental, security and foreign policy related issues in Pakistan; filling the institutional void; professionalizing the key policy areas; producing and inculcating leaders and leadership traits; and serving as a knowledge hub for leadership and policy analysis, development and implementation.

WHEREAS, FFP is a not-for-profit civil society organization dedicated to promoting peace and harmony within and between societies, cultures and nations. The Foundation realizes its objective through an array of programs that include, inter alia, education and training, civil society initiatives, capacity building of individuals and institutions and varied youth and media activities.

WHEREAS, BIPP and FFP are interested to cooperate in the areas of mutual interest relating to public policy and institutional development with special focus on peace and security, sustainable human development and designing and implementing models for strengthening civil society organizations; engaging youth, women and marginalized segments; and delivery of pro-poor social services with a view to establishing socially cohesive, economically sustainable and empowered communities that work together for attainment of peace, harmony and improved quality of life for all.

**Article I
Purpose**

The purpose of this MOU is to provide a framework of cooperation between the Parties, in the areas of mutual interest on a non-exclusive basis especially relating to peace and security, politics and governance and sustainable human development.

Article II Areas of Cooperation

The Parties agree to cooperate in the following areas of activity:

1. Joint Research and Program Execution:
 - Joint design and conduct of research projects including peer reviews of research publications;
 - Supporting and promoting the development of robust policy frameworks based on high quality analysis and evidence based empirical work.
 - Supporting the capacity and institutional development interventions with public and private sectors;
 - Joint identification, formulation, execution and implementation of programs and projects as mutually agreed
2. Seminars and Conferences
 - Facilitating and organizing seminars, thematic discussions and conferences jointly on issues of mutual interest;
 - Providing guest speakers, moderators etc., for the seminars and workshops
3. Knowledge Management
 - Sharing and exchanging knowledge products, publications and reports produced by the Parties;
 - Sharing data and information - national, regional and international- available with or accessible to the Parties;
4. Think Tank Functions
 - Arranging policy dialogues and in-depth studies to produce specific recommendations and knowledge products for policy reforms and improvements, institutional strengthening and operational efficiency and effectiveness in the areas mutually agreed;
 - Providing experts and resource persons for the Think Tank related activities especially on issues of national, regional and global significance as mutually agreed;

Article III Consultation and Exchange of Information

3.1 The Parties shall, on a regular basis, keep each other informed of and consult on matters of common interest, which in their opinion are likely to lead to mutual collaboration.

3.2 Consultation and exchange of information and documents under this Article shall be without prejudice to arrangements, which may be required to safeguard the confidential and restricted character of certain information and documents.

3.3 The Parties shall, at such intervals as deemed appropriate, convene meetings to review the progress of activities being carried out under the present MOU and to plan future activities.

3.4 The Parties may invite each other to send observers or participants to meetings or conferences convened by them or under their auspices in which, in the opinion of either party, the other may have an interest. Invitations shall be subject to the procedures applicable to such meetings or conferences.

Article IV Implementation of the MOU

4.1 The implementation of this MoU will be facilitated as follows:

- i. The Parties agree that all decision making will be purely on merit and based on best business practices and acumen;
- ii. Each party shall designate one or more focal persons for the purpose of effective functioning, communication and deliberation with each other for achieving the purposes of this MOU. Such focal persons shall communicate frequently and will try to provide timely response to each other.

4.2 The Parties will make available their respective platforms and expertise in the pursuit of the conduct of their activities as specifically agreed.

4.4 Neither Party shall be an agent, representative or joint partner of the other Party. Neither Party shall enter into any contract or commitment on behalf of the other Party and shall be solely responsible for making all payments to and on behalf of its own account, as provided under this MOU and under cost-sharing agreements concluded hereunder.

Article V Use of Name and Emblem

5.1 Neither Party shall use the name, emblem or trademarks of the other party, or any of its subsidiaries, and/or affiliates, or any abbreviation thereof, without the express prior written approval of the other Party in each case

5.2 The Parties agree to recognize and acknowledge this partnership, as appropriate. To this end, the Parties shall consult with each other concerning the manner and form of such recognition and acknowledgement.

Article VI Term, Termination, Amendment

6.1 The proposed cooperation under this MOU is non-exclusive and shall have a duration of an initial period of three years commencing on the effective date of entry into operation. It can, however, be terminated earlier by either party upon three months' notice in writing to the other party. The Parties may agree to extend this MOU in writing for subsequent periods of two years.

6.2 In the event of termination of the MOU, any cooperation arrangement concluded pursuant to this MOU, may also be terminated in accordance with the termination provision contained in such agreements. In such case, the Parties shall take the necessary steps to ensure that the activities carried out under the MOU, are brought to a prompt and orderly conclusion.

6.3 This MOU may be amended only by mutual written agreement of the Parties.

Article VII
Notices and Addresses

Any notice or request required or permitted to be given or made under this MOU shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall have been delivered by hand, certified mail, overnight courier, telex, or cable to the party to which it is required to be given or made at the address specified below or such other address as shall be hereafter notified.

For BIPP: Mr. ShahidNajam.
 Vice Chairman, the Shahid Javed Burki Institute of Public Policy at NetSol
 126-B Garden Town Lahore Pakistan

For FFP: Mr. Nazir Hussain,
 Chairman, Foundation For Peace,
 59-CC, Street 1, Phase IV, Defense Housing Authority, Lahore

Article VIII
Settlement of Disputes

8.1 The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this MOU.

8.2 Any dispute, controversy or claim between the Parties arising out of this MOU which is not settled amicably in accordance with the foregoing paragraph shall be referred to arbitration.

8.3 Failure by either Party to enforce a provision of this MOU shall not constitute a waiver of that or any other provision of this MOU. The invalidity of unenforceability of any provision of this MOU shall not affect the validity or enforceability of any other provision of the MOU.

Article IX
Entry into Force

This MOU may be signed in counterparts, each of which shall be deemed an original and both of which duly executed shall constitute one entire document, and shall enter into force and effect on the date (“Effective Date”) in which it is duly signed by both parties.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below.

FOR BIPP:

Mr. ShahidNajam,
Name

Vice Chairman
Title

Date

**The Shahid Javed Institute of Public Policy
at NetSol**

FOR FFP:

Mr. Nazir Hussain,
Name

Chairman
Title

Date

Foundation for Peace