

**MEMORANDUM OF UNDERSTANDING  
BETWEEN**

**THE SHAHID JAVED BURKI INSTITUTE OF PUBLIC POLICY AT NETSOL  
AND  
AKHUWAT**

This Memorandum of Understanding ("MOU") is entered into between the Shahid Javed Burki Institute of Public Policy at NetSol (BIPP), the first Party and Akhuwat, registered under Societies Registration Act, 1876 having head office at 19, Civic Center Sector A-2 Township, Lahore, the second Party, 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**, Akhuwat is dedicated to alleviating poverty by empowering socially and economically marginalized families through interest free micro-finance and by harnessing entrepreneurial potential, capacity building and social guidance towards establishment of a poverty free society built on the principles of compassion and equity;

**WHEREAS**, BIPP and Akhuwat are interested to cooperate in the areas of mutual interest relating to public policy and institutional development with specific focus on empowerment of socially and economically deprived segments, poverty alleviation and people centred-rights-based approach to development.

**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 public policy, institutional development, poverty alleviation and empowerment of the deprived segments in the political, social, economic, financial and decision making spheres.

**Article II  
Areas of Cooperation**

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

1. Research:
  - Collaboration in conducting research in the areas enumerated under Article 1; and dissemination of research results, knowledge products and research reports;
  - Consulting, from time to time on the identification, design and conduct of research;



- Supporting and promoting the development of robust policy frameworks based on high quality analysis and evidence based empirical work in the areas related to poverty alleviation, peoples empowerment, sustainable human development, micro-finance etc.
- Supporting the capacity and institutional development interventions as mutually agreed;
- Supporting each other, based on the comparative advantage of the Parties, in conducting surveys;

## 2. Knowledge Management

- Sharing and exchanging knowledge products, publications and reports produced by the Parties;
- Sharing data and information - local, regional and national- available with or accessible to the Parties;

## 3. Training and Learning

- Assisting each other in the conduct of training courses and learning opportunities for staff development in the respective mandated areas;
- Jointly conducting Internship programmes;

# 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:

- 1) The Parties agree that all decision making will be purely on merit and based on best business practices and acumen.
- 2) 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 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. Shahid Najam.  
**Vice Chairman, the Shahid Javed Burki Institute of Public Policy at NetSol**  
126-B Garden Town Lahore Pakistan

For *Akhuwat* Mr. *Syed Rehan Hussain*  
**Akhuwat Head Office, 19, Civic Center Sector A-2 Township, 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 as per the provisions of Arbitration Act, 1840.

## 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 First Party BIPP:*


  
Mr. Shahid Najam

Vice Chairman

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

8/9/2015  
Date

*FOR Second Party*

  
Dr. Muhammad Amjad Saqib  
Executive Director Akhuwat

Akhuwat

8.9.2015  
Date

1. Witness

  
Muhammad Rizwan  
IT Manager  
BIPP



2. Witness

  
Hassan Qadeer  
Manager Projects  
Akhuwat