

Annex-1 - MoUs

MoUs CHARSAKDA



Memorandum of Understanding

between

*Governance Institutes Network International
(GINI)*

and

*Assistant Coordination Office, District Government,
Charsadda*



THIS MEMORANDUM of UNDERSTANDING (MoU) is made on this ____ day of _____ at _____ by and between:

M/s Governance Institutes Network International (GINI), having its head office at House 23, Street 30, F-8/1, Islamabad through its authorized representative, (hereinafter referred as GINI which term where the context so admits shall include its successors, legal representatives and permitted assigns) of the one part;

and

The Assistant Coordination Office at District Government, Charsadda through its authorized representative (hereinafter referred as the “ACO” (which term where the context so admits shall include its successors, legal representatives and permitted assigns) of the second part.

On signing of the MoU with GINI, the ACO will be paid _____ as advocacy honorarium, based on the following criteria in compliance with the terms and conditions of this MoU in recognition of services rendered.

(This amount is broken down as provided in Section 4 of this MoU).

Section 1. *Whereas*, GINI will have the following responsibilities in partnership with the ACO:

- 1.1 To familiarize the ACO with the objectives and operations of the Gender Equity Program (GEP)
- 1.2 To work in collaboration with the ACO to protect and promote land rights of women from flood affected areas
- 1.3 To set up an advocacy network composed of multiple local governance stakeholders to undertake advocacy activities in the support of women’s land rights
- 1.4 To mobilize representatives of the ACO through a Workshop to participate in this advocacy network and raise awareness of their roles and responsibilities as members of this network
- 1.5 To provide an honorarium to the ACO in recognition of services rendered as a member of this advocacy network

Section 2. *Therefore*, in the spirit of friendship and goodwill and with the firm mutual commitment to advance their interrelated functions and partnership, the ACO hereto agrees to the following responsibilities:

- 2.1 Direct the concerned staff of the revenue administration to extend their full cooperation to CSOs, District Bar Association, District Press Club, Citizen Community Boards (CCBs) and the CCB Network that are members of this advocacy network in their efforts to secure land rights for women beneficiaries nominated by GINI. This may include the following activities:
 - 2.1.1 Holding meetings with members of the advocacy network and women beneficiaries nominated by GINI
 - 2.1.2 Providing access to documents and/or issuing documents related to inheritance, ownership, sale, transfer, and/or demarcation of land (among

others) which the local government is legally obligated to provide to women beneficiaries nominated by GINI

- 2.1.3 Providing other information which may be necessary to secure the land rights of women beneficiaries nominated by GINI
- 2.1.4 Expediting official requests made by women beneficiaries nominated by GINI and providing them with miscellaneous assistance they require in the pursuit of their land rights.

Section 3. The ACO is to submit a monthly report to GINI as per format provided by GINI, containing information on and attaching copies of the following deliverables:

- 3.1 To report on all instances where local government officials reporting to the ACO are approached for assistance by CSOs, CCBs, District Bar Association and/or District Press Club on behalf of women beneficiaries nominated by GINI
- 3.2 To report on the responses of local government officials to these requests
- 3.3 To report on any observations made by the ACO and specifically identify and inform GINI of any impediments, recommendations or conclusions that may arise in the process of securing land rights for women in flood affected areas.

Section 4. Schedule of Payments: Payments will be released to the Bar Association by GINI subject to the milestones achieved as mentioned below:

No.	Deliverables	Frequency	Actual	Release of installment
1	Meetings held with District Bar Association, Press Club, and CCBs (in coordination with the CCB Network) who are part of the network	Monthly Reporting		100% of the total payable amount will be paid in 3 equal monthly installments against receipt and satisfactory review of monthly reports pertaining to deliverables mentioned "No. 1-4".
2	Documents issued to women beneficiaries	Monthly Reporting		
3	Re-demarcation of land efforts completed for women beneficiaries	Monthly Reporting		
4	Information provided to women beneficiaries	Monthly Reporting		

(Detailed reporting format is attached as annexure)

GENERAL TERMS AND CONDITIONS

5. Duration of the MoU

5.1 The duration of the MoU will be from 15th of August, 2011 to 15th of November, 2011.

5.2 GINI reserves the right to review, revise, amend, alter or modify its MoU and/or its payment schedules at its sole discretion depending on the workload/activities undertaken by the ACO, District Government, Charsadda.

Section 6. GOVERNING LAW: This agreement shall be binding upon the heirs and assigns of the parties and shall be governed by and interpreted according to the laws of Republic of Pakistan.

Section 7. MODIFICATIONS AND ASSIGNABILITY IN MoU:

This MoU contains the entire agreement between the agreeing parties as mentioned above, and no statements, promises, or inducements made by either party, or agents of either party, which are not contained in this written MoU, are valid or binding. This MoU may not be enlarged, modified or altered except upon written agreement signed by both parties hereto.

Section 8. ARBITRATION

Any and all disputes, demands, claims or controversies hereto arising out of or relating to this MoU or the breach thereof, shall be settled through Arbitration, first by attempting voluntary settlement through a non-binding mediation conference administered under the Arbitration Act 1940, within 30 days of the written request of any party. Arbitration shall take place in Islamabad.

Section 9. TERMINATION / SUSPENSION OF THE MoU

GINI by written notice of 7 days may suspend/terminate the MoU in whole or in part, for any mal-administration, non-compliance, and/or non-conformity. In such event the party concerned shall be liable for damages as authorized by the law. GINI will not bear any liability once the MoU is suspended/terminated.

Section 10. WITHHOLDING OF PAYMENT

GINI reserves the right to withhold payment for non-compliance and/or non-performance with the terms, responsibilities and scope of work of this MoU.

IN WITNESS WHEREOF, the Parties hereto have caused this MoU to be executed by their duly authorized representatives and consider this MoU to be effective as of the day and year first set forth above.

For and on behalf of GINI

Name: Muhammad Nasim Khan Raja

Designation: Company Secretary, GINI

Signature & Stamp

Date: _____

**For and on behalf of the Assistant
Coordination Office, District
Government, Charsadda**

Name: _____

Designation: Assistant Coordination Officer,
District Government Charsadda

Signature & Stamp: _____

Witnesses

Name: _____

Signature: _____

NIC: _____

Date: _____

Name: _____

Signature: _____

NIC: _____

Date: _____

Annex: Format for Reporting

Monthly Information

Dated: ____/____/____

Details of activities undertaken:

S. No.	Brief description of activity (attach documentary evidence and include reference to specific cases of women beneficiaries)	Date

Any qualitative observations about difficulties, threats and opportunities for GEP:



Memorandum of Understanding

between

*Governance Institutes Network International
(GINI)*

and

District Press Club, Charsadda



THIS MEMORANDUM OF UNDERSTANDING (MOU) is made on this _____ day of _____ 2011 at _____ by and between:

M/s Governance Institutes Network International (GINI), having its head office at House 23, Street 30, F-8/1, Islamabad through its authorized representative, (hereinafter referred as GINI which term where the context so admits shall include its successors, legal representatives and permitted assigns) of the one part;

And

The Press Club Charsadda with its total correspondents of ___ national and ___ local newspapers, having its office address at _____ (which term where the context so admits shall include its successors, legal representatives and permitted assigns) of the second part.

On signing of the MoU with GINI, the press club will be paid _____ as advocacy honorarium, based on the following criteria in compliance with the terms and conditions of this MoU for services rendered.

(This amount is broken down as provided in Section 3 of this MoU).

Section 1. Whereas, the GINI will have the following responsibilities in partnership with the Press Club:

- 1.1 To familiarize the concerned Press Club at District level with the objectives and operations of the Gender Equity Program (GEP)
- 1.2 To work in collaboration with the District Press Club concerned to protect and promote land rights of women from flood affected areas
- 1.3 To set up an advocacy network composed of multiple local governance stakeholders to undertake advocacy activities in the support of women's land rights
- 1.4 To mobilize representatives of the Press Club through a Workshop to participate in this advocacy network and raise awareness of their roles and responsibilities as a member of this network
- 1.5 To provide an honorarium to the concerned District Press Club in recognition of services rendered as a member of this advocacy network

Section 2. Therefore, in the spirit of friendship and goodwill and with the firm mutual commitment to advance their interrelated functions and partnership, the Press Club hereto agrees to the following actions and responsibilities.

- 2.1 To coordinate with the District Bar Association, CSOs, local government representatives, Citizen Community Boards (CCBs) and the CCB Network that are members of this advocacy network in the district for the performance of advocacy activities

- 2.2 To nominate a panel of journalists who will provide press coverage for GEP activities and women's land rights issues in National and/or Regional Media. Press Clubs is to ensure the publishing of at least 15 such news items.
- 2.3 To actively facilitate the working of **the Legal Help Desk** at District Courts. The Legal Help Desk is seen as a meeting and helping point for advocacy network members, as well as an access point for providing free legal aid / assistance to women beneficiaries nominated by GINI.

Section 3. The Press Club is to submit a monthly report to GINI as per format provided by GINI, containing information on and attaching copies of the deliverables. The Press Club hereto agrees with following procedure and schedule of payment:

3.1 The payment will be made according to the fulfillment of the task assigned to the District Press Club as explained below:

Sr. No	Activity	Frequency	Release of Payment
1	Legal notices issued and public interest litigation filed by the Legal Help Desk	Actual reporting in media throughout the quarter	100% of the total payable amount will be paid in 3 equal monthly installments against monthly reports pertaining to all deliverables mentioned "No. 1-4".
2	Mobilization and Training Workshops held by GINI	Actual reporting in media throughout the quarter	
3	Meetings held between GINI and advocacy network members	Actual reporting in media throughout the quarter	
4	Success/failure stories of women claiming land rights under the GEP	Actual reporting in media throughout the quarter	

(Detailed reporting format is attached as annexure)

Section 4. Duration of the MoU

- 4.1 The duration of the MoU will be from 15th of August, 2011 to 15th of November, 2011.
- 4.2 GINI reserves the right to review, revise, amend, alter or modify its MoU and/or its payment schedules at its sole discretion depending on the activities undertaken by the Press Club.

GENERAL TERMS & CONDITIONS

Section 5. GOVERNING LAW: This agreement shall be binding upon the heirs and assigns of the parties and shall be governed by and interpreted according to the laws of Republic of Pakistan.

Section 6. MODIFICATIONS AND ASSIGNABILITY IN MoU:

This MoU contains the entire agreement between the agreeing parties as mentioned above, and no statements, promises, or inducements made by either party, or agents of either party, which are not contained in this written MoU, are valid or binding. This MoU may not be enlarged, modified or altered except upon written agreement signed by both parties hereto.

Section 7. ARBITRATION

Any and all disputes, demands, claims or controversies hereto arising out of or relating to this MoU or the breach thereof, shall be settled through Arbitration, first by attempting voluntary settlement through a non-binding mediation conference administered under the **Arbitration Act 1940**, within 30 days of the written request of any party. Arbitration shall take place in Islamabad.

Section 8. TERMINATION / SUSPENSION OF THE MoU

GINI by written notice of 7 days may suspend/terminate the MoU in whole or in part, for any *mal-administration*, non-compliance, non-conformity and / or false registration of the press clubs. In such event the party concerned shall be liable for damages as authorized by the law. GINI will not bear any liability once the MoU is suspended/terminated.

Section 9. WITHHOLDING OF PAYMENT

GINI reserves the right to withhold payment for non-compliance and/or non-performance with the terms, responsibilities and scope of work of this MoU.

Section 10. The schedule of payments becomes effective upon presentation of authentic and valid registration papers to GINI by the respective press club at the sole discretion and satisfaction of GINI.

IN WITNESS WHEREOF, the Parties hereto have caused this MoU to be executed by their duly authorized representatives and consider this MoU to be effective as of the day and year first set forth above.

For and on behalf of GINI

Name: Muhammad Nasim Khan Raja
Designation: Company Secretary, GINI
Signature & Stamp

Date: _____

**For and on behalf of District
Press Club Charsadda**

Name: _____

Designation: _____

Signature & Stamp: _____

Witnesses

Name: _____

Signature: _____

NIC: _____

Date: _____

Name: _____

Signature: _____

NIC: _____

Date: _____

Annexure: Reporting Format Monthly Information

Dated: ____ / ____ / ____

Have you highlighted:

Activity	News	Articles (Attach clippings)	Name of News paper	Date	Name of Journalist
Legal notices issued and public interest litigation filed by the Legal Help Desk					
Mobilization and Training Workshops held by GINI					
Meetings held by partner CCBs and CSOs with local government representatives for advocacy					
Success/failure stories of women claiming land rights under the GEP					

Detail of activities attended:

S. No.	Nature of Activity	Organized by		Date

Any qualitative observations about difficulties, threats and opportunities for GEP:



Memorandum of Understanding

between

Governance Institutes Network International (GINI)

and

District Bar Association

Charsadda



THIS MEMORANDUM of UNDERSTANDING (MoU) is made on this _____ day of _____ 2011 at _____ by and between:

M/s Governance Institutes Network International (GINI), having its head office at House 23, Street 30, F-8/1, Islamabad through its authorized representative, (hereinafter referred as GINI which term where the context so admits shall include its successors, legal representatives and permitted assigns) of the one part;

And

The District Bar Association Charsadda with its total membership of _____ having its office address at District Courts, Charsadda (which term where the context so admits shall include its successors, legal representatives and permitted assigns) of the second part.

On signing of the MoU with GINI, the Bar Association will be paid _____ as advocacy honorarium, based on the following criteria in compliance with the terms and conditions of this MoU for services rendered.

(This amount is broken down as provided in Section 4 of this MoU).

Section 1. Whereas, The GINI will have the following responsibilities in partnership with the District Bar Association:

- 1.6 To familiarize the concerned District Bar Association with the objectives and operations of the Gender Equity Program (GEP)
- 1.7 To work in collaboration with the District Bar Association concerned to protect and promote land rights of women from flood affected areas
- 1.8 To set up an advocacy network composed of multiple local governance stakeholders to undertake advocacy activities in support of women's land rights
- 1.9 To mobilize representatives of the Bar Association through a Workshop to participate in this advocacy network and raise awareness of their roles and responsibilities as a member of this network
- 1.10 To provide an honorarium to the concerned District Bar Association in recognition of services rendered as a member of this advocacy network

Section 2. Therefore, in the spirit of friendship and goodwill and with the firm mutual commitment to advance their interrelated functions and partnership, the Bar Association hereto agrees to the following responsibilities:

- 2.4 To coordinate with District Press Club, CSOs, Citizen Community Boards (CCBs) and the CCB Network that are members of this advocacy network in the district for the performance of advocacy activities
- 2.5 To protect and serve the right of women to acquire, use, and dispose of land as granted by **Article (s) 23 and 24 of the Islamic Republic of Pakistan 1973** and where it is expedient and necessary provide free legal aid to indigent litigants as amended under S.R.O. 1095 (1)/99, in exercise of its powers conferred by **Section 13 (1) (la) and (n) of the Legal Practitioners & Bar Councils Act 1973. (Act XXXV of 1973).**
- 2.6 To set up a **Legal Help Desk** at District Courts. The Legal Help Desk is seen as a meeting and helping point for advocacy network members, as well as an access point for providing free legal aid / assistance to women beneficiaries nominated by GINI. Bar Associations is to ensure the following:

- 2.6.1 To make available a room in the District Courts for the Legal Help Desk
- 2.3.2 Presence of a professional lawyer and office assistant for the Legal Help Desk
- 2.3.3 Provision of pro bono legal aid / assistance to at least 15 women beneficiaries nominated by GINI
- 2.3.4 Putting up a sign board of the Legal Help Desk and instructions in local language about the objectives and working of the Legal Help Desk

Section 3. The Bar Association is to submit a monthly report to GINI as per format provided by GINI, containing information on and attaching copies of the following deliverables:

- 3.4 To report on all the complaints/petitions made by women beneficiaries nominated by GINI
- 3.5 To report on any gratis legal advocacy or assistance offered on *pro bono* basis to women beneficiaries nominated by GINI
- 3.6 To report on any observations made by the Bar Association and specifically identify and inform GINI of any impediments, recommendations or conclusions that may arise in the process of securing land rights for women in flood affected areas.

Section 4. Schedule of Payments: Payments will be released to the Bar Association by GINI subject to the milestones achieved as mentioned below:

No.	Deliverables	Frequency	Release of installment
1	Establishment of Legal Help Desk	One time activity	10% of the total payable amount
2	Complaints Received from women beneficiaries	Monthly Actual Reporting	90% of the total payable amount will be paid in 3 equal monthly installments against receipt and satisfactory review of monthly reports pertaining to deliverables mentioned "No. 2-5".
3	Legal Notices Issued	Monthly Actual Reporting	
4	Public Interest Litigations Filed	Monthly Actual Reporting	
5	Direct Advocacy	Monthly Actual Reporting	

(Detailed reporting format is attached as annexure)

4 Duration of the MoU

- 4.1 15th of August, 2011 to 15th of November, 2011.
- 4.2 GINI reserves a right to review, revise, amend, alter or modify its MoU and/or its payment schedules at its sole discretion depending on the workload/number of cases undertaken by the District Bar Association.

GENERAL TERMS & CONDITIONS

Section 5. GOVERNING LAW: This agreement shall be binding upon the successors and assigns of the parties and shall be governed by and interpreted according to the laws of Pakistan.

Section 6. MODIFICATIONS AND ASSIGNABILITY IN MoU:

This MoU contains the entire agreement between the agreeing parties as mentioned above, and no statements, promises, or inducements made by either party, or agents of either party, which are not contained in this written MoU, are valid or binding. This MoU may not be enlarged, modified or altered except upon written agreement signed by both parties hereto.

Section 7. ARBITRATION

Any and all disputes, demands, claims or controversies hereto arising out of or relating to this MoU or the breach thereof, shall be settled through Arbitration, first by attempting voluntary settlement through a non-binding mediation conference administered under the **Arbitration Act 1940**, within 60 days of the written request of any party. Arbitration shall take place in Islamabad.

Section 8. TERMINATION / SUSPENSION OF THE MoU

GINI by written notice of 14 days may suspend/terminate the MoU in whole or in part, for any *mal-administration*, non-compliance or non-conformity with any of the provisions of this MoU. In such event the party concerned shall be liable for damages as authorized by the law. GINI will not bear any liability once the MoU is suspended/terminated.

Section 9. WITHHOLDING OF PAYMENT

GINI reserves the right to withhold payment for non-compliance and/or non-performance with the terms and scope of work of this MoU.

Section 10. The schedule of payments becomes effective upon presentation of authentic and valid registration papers to GINI by the respective Bar Association at the sole discretion and satisfaction of GINI.

IN WITNESS WHEREOF, the Parties hereto have caused this MoU to be executed by their duly authorized representatives and consider this MoU to be effective as of the day and year first set forth above.

For and on behalf of GINI

Name: Muhammad Nasim Khan Raja

Designation: Company Secretary, GINI

Signature & Stamp

Date: _____

For and on behalf of the District Bar Association

Name: _____

Designation: _____

Signature & Stamp: _____

Witnesses

Name: _____

Signature: _____

NIC: _____

Date: _____

Name: _____

Signature: _____

NIC: _____

Date: _____

Annex: Format for Reporting

Monthly Information

Dated: ____/____/____

Details of activities undertaken:

S. No.	Brief description of activity (attach documentary evidence and include reference to specific cases of women beneficiaries)	Date

5. Any qualitative observations about difficulties, threats and opportunities for GEP:



Memorandum of Understanding

between

*Governance Institutes Network International
(GINI)*

and

Anjuman Nawjawan Charsadda



Memorandum of Understanding

This Memorandum of Understanding is entered into this _____ day of _____ 2011, by and between:

M/s Governance Institutes Network International (GINI), having its head office at House 23, Street 30, F-8/1, Islamabad through its authorized representative, (hereinafter referred as GINI which term where the context so admits shall include its successors, legal representatives and permitted assigns) of the one part;

AND

The **Anjuman Nawjawan Charsadda, having its office at _____** through its Representative Mr. Farhad Ali Rabbani, (hereinafter referred as **Second Party** respectively; which term where the context so admits shall include its successors, legal representatives and permitted assigns) on the second part;

On signing of the MoU with GINI, the Second Party will be paid _____ as advocacy honorarium, based on the following criteria in compliance with the terms and conditions of this MoU for services rendered.

(This amount is broken down as provided in Section 3 of this MoU).

Section 1. Whereas, GINI in partnership with the Second Party have the following objectives:

- 1.1** To familiarize the Second Party with the objectives and operations of the Gender Equity Program (GEP)
- 1.2** To work in collaboration with the Second Party to protect and promote land rights of women from flood affected areas
- 1.3** To set up an advocacy network composed of multiple local governance stakeholders to undertake advocacy activities in the support of women's land rights
- 1.4** To mobilize duly nominated representatives of the Second Party through a Workshop to participate in this advocacy network and raise awareness of their roles and responsibilities as a member of this network
- 1.5** To train duly nominated representatives of the Second Party through a Workshop to impart skills and knowledge allowing them to perform their roles and responsibilities as a member of this network
- 1.6** To provide an honorarium to the Second Party in recognition of services rendered as a member of this advocacy network

Section 2. Whereas, Second Party in partnership with GINI have the following responsibilities:

- 2.1** To nominate and ensure attendance of 2 representatives at the Training Workshop to be organized by GINI for advocacy training.
- 2.2** To hold meetings with local government officials from the revenue administration and other departments to advocate on behalf of women beneficiaries who are

claiming their land rights, as nominated by GINI, in coordination with District Bar Association, and Citizen Community Boards (CCBs) and the CCB Network that are part of the advocacy network in the district.

- 2.3 To provide miscellaneous support to women beneficiaries who are claiming their land rights, as nominated by GINI.
- 2.4 To identify suitable cases and gather information that will help GINI develop case studies focusing on women beneficiaries facilitated through GEP.
- 2.5 To liaise with the District Press Club to provide details on GEP activities and the plight of women beneficiaries facilitated through GEP, for coverage in local/regional press.

Section 3. The financial obligations and schedule of payment by GINI will be subject to the following:

Sr. No	Activity	Frequency	Release of Payment
1	Meetings held with local government representatives	Monthly Actual Reporting	100% of the total payable amount will be paid in 3 equal monthly installments against monthly reports pertaining to all deliverables mentioned "No. 1-4".
2	Meetings held with District Bar Association, and CCBs (in coordination with the CCB Network) that are part of the network to plan and execute advocacy activities	Monthly Actual Reporting	
3	Interviews held with women beneficiaries to gather information for selecting and developing case studies	Monthly Actual Reporting	
4	Meetings held with Press Club to draft press releases/notes for different newspapers focusing on GEP activities and cases of women beneficiaries	Monthly Actual Reporting	

(Detailed reporting format is attached as Annexure)

NOTE: It must be borne in mind that all the above payments will only be released at the sole discretion and satisfaction of GINI subsequent to its performance evaluation of the second party in fulfilling all the requirements and milestones as stated in this MoU. All payments will be disbursed upon the submission of the deliverables by the second party to GINI.

Section 4. Duration of the MoU

- 4.3 The duration of the MoU will be from 15th of August, 2011 to 15th of November, 2011.
- 4.4 GINI reserves a right to review, revise, amend, alter or modify its MoU and/or its payment schedules at its sole discretion depending on the activities undertaken by the Second Party.

GENERAL TERMS & CONDITIONS

5. Section 5. GOVERNING LAW: This agreement shall be binding upon the heirs and assigns of the parties and shall be governed by and interpreted according to the laws of Republic of Pakistan.

Section 6. MODIFICATIONS AND ASSIGNABILITY IN MoU:

This MoU contains the entire agreement between the agreeing parties as mentioned above, and no statements, promises, or inducements made by either party, or agents of either party, which are not contained in this written MoU, are valid or binding. This MoU may not be enlarged, modified or altered except upon written agreement signed by both parties hereto.

Section 7. ARBITRATION

Any and all disputes, demands, claims or controversies hereto arising out of or relating to this MoU or the breach thereof, shall be settled through Arbitration, first by attempting voluntary settlement through a non-binding mediation conference administered under the **Arbitration Act 1940**, within 30 days of the written request of any party. Arbitration shall take place in Islamabad.

Section 8. TERMINATION / SUSPENSION OF THE MoU

GINI by written notice of 7 days may suspend/terminate the MoU in whole or in part, for any *mal-administration*, non-compliance, non-conformity and / or false registration of the press clubs. In such event the party concerned shall be liable for damages as authorized by the law. GINI will not bear any liability once the MoU is suspended/terminated.

Section 9. WITHHOLDING OF PAYMENT

GINI reserves the right to withhold payment for non-compliance and/or non-performance with the terms, responsibilities and scope of work of this MoU.

IN WITNESS WHEREOF, the Parties hereto have caused this MoU to be executed by their duly authorized representatives and consider this MoU to be effective as of the day and year first set forth above.

For and on behalf of GINI

Name: Muhammad Nasim Khan Raja

Designation: Company Secretary, GINI

Signature & Stamp

Date: _____

**For and on behalf of Anjuman
Nawjawan**

Name: _____

Designation: _____

Signature & Stamp: _____

Witnesses

Name: _____

Signature: _____

NIC: _____

Date: _____

Name: _____

Signature: _____

NIC: _____

Date: _____

Annexure: Reporting Format

Monthly Information

Dated: ____/____/____

.

Details of activities undertaken:

S. No.	Brief description of activity (attach documentary evidence and include reference to specific cases of women beneficiaries)	Date

Any qualitative observations about difficulties, threats and opportunities for GEP:



Memorandum of Understanding

between

*Governance Institutes Network International
(GINI)*

and

TB Association, Charsadda



Memorandum of Understanding

This Memorandum of Understanding is entered into this _____ day of _____ 2011, by and between:

M/s Governance Institutes Network International (GINI), having its head office at House 23, Street 30, F-8/1, Islamabad through its authorized representative, (hereinafter referred as GINI which term where the context so admits shall include its successors, legal representatives and permitted assigns) of the one part;

AND

The TB Association, Opposite Municipal Committee Tangi Road Charsadda, through its Representative Mr. Abdussalam Arif, (hereinafter referred as **Second Party** respectively; which term where the context so admits shall include its successors, legal representatives and permitted assigns) on the second part;

On signing of the MoU with GINI, the Second Party will be paid _____ as advocacy honorarium, based on the following criteria in compliance with the terms and conditions of this MoU for services rendered.

(This amount is broken down as provided in Section 3 of this MoU).

Section 1. Whereas, GINI in partnership with the Second Party have the following objectives:

- 1.7** To familiarize the Second Party with the objectives and operations of the Gender Equity Program (GEP)
- 1.8** To work in collaboration with the Second Party to protect and promote land rights of women from flood affected areas
- 1.9** To set up an advocacy network composed of multiple local governance stakeholders to undertake advocacy activities in the support of women's land rights
- 1.10** To mobilize duly nominated representatives of the Second Party through a Workshop to participate in this advocacy network and raise awareness of their roles and responsibilities as a member of this network
- 1.11** To train duly nominated representatives of the Second Party through a Workshop to impart skills and knowledge allowing them to perform their roles and responsibilities as a member of this network
- 1.12** To provide an honorarium to the Second Party in recognition of services rendered as a member of this advocacy network

Section 2. Whereas, Second Party in partnership with GINI have the following responsibilities:

- 2.6** To nominate and ensure attendance of 2 representatives at the Training Workshop to be organized by GINI for advocacy training.
- 2.7** To hold meetings with local government officials from the revenue administration and other departments to advocate on behalf of women beneficiaries who are claiming their land rights, as nominated by GINI, in coordination with District Bar

Association, and Citizen Community Boards (CCBs) and the CCB Network that are part of the advocacy network in the district.

- 2.8 To provide miscellaneous support to women beneficiaries who are claiming their land rights, as nominated by GINI.
- 2.9 To identify suitable cases and gather information that will help GINI develop case studies focusing on women beneficiaries facilitated through GEP.
- 2.10 To liaise with the District Press Club to provide details on GEP activities and the plight of women beneficiaries facilitated through GEP, for coverage in local/regional press.

Section 3. The financial obligations and schedule of payment by GINI will be subject to the following:

Sr. No	Activity	Frequency	Release of Payment
1	Meetings held with local government representatives	Monthly Actual Reporting	100% of the total payable amount will be paid in 3 equal monthly installments against monthly reports pertaining to all deliverables mentioned "No. 1-4".
2	Meetings held with District Bar Association, and CCBs (in coordination with the CCB Network) that are part of the network to plan and execute advocacy activities	Monthly Actual Reporting	
3	Interviews held with women beneficiaries to gather information for selecting and developing case studies	Monthly Actual Reporting	
4	Meetings held with Press Club to draft press releases/notes for different newspapers focusing on GEP activities and cases of women beneficiaries	Monthly Actual Reporting	

(Detailed reporting format is attached as Annexure)

NOTE: It must be borne in mind that all the above payments will only be released at the sole discretion and satisfaction of GINI subsequent to its performance evaluation of the second party in fulfilling all the requirements and milestones as stated in this MoU. All payments will be disbursed upon the submission of the deliverables by the second party to GINI.

Section 4. Duration of the MoU

- 4.5 The duration of the MoU will be from 15th of August, 2011 to 15th of November, 2011.
- 4.6 GINI reserves a right to review, revise, amend, alter or modify its MoU and/or its payment schedules at its sole discretion depending on the activities undertaken by the Second Party.

GENERAL TERMS & CONDITIONS

5. Section 5. GOVERNING LAW: This agreement shall be binding upon the heirs and assigns of the parties and shall be governed by and interpreted according to the laws of Republic of Pakistan.

Section 6. MODIFICATIONS AND ASSIGNABILITY IN MoU:

This MoU contains the entire agreement between the agreeing parties as mentioned above, and no statements, promises, or inducements made by either party, or agents of either party, which are not contained in this written MoU, are valid or binding. This MoU may not be enlarged, modified or altered except upon written agreement signed by both parties hereto.

Section 7. ARBITRATION

Any and all disputes, demands, claims or controversies hereto arising out of or relating to this MoU or the breach thereof, shall be settled through Arbitration, first by attempting voluntary settlement through a non-binding mediation conference administered under the **Arbitration Act 1940**, within 30 days of the written request of any party. Arbitration shall take place in Islamabad.

Section 8. TERMINATION / SUSPENSION OF THE MoU

GINI by written notice of 7 days may suspend/terminate the MoU in whole or in part, for any *mal-administration*, non-compliance, non-conformity and / or false registration of the press clubs. In such event the party concerned shall be liable for damages as authorized by the law. GINI will not bear any liability once the MoU is suspended/terminated.

Section 9. WITHHOLDING OF PAYMENT

GINI reserves the right to withhold payment for non-compliance and/or non-performance with the terms, responsibilities and scope of work of this MoU.

IN WITNESS WHEREOF, the Parties hereto have caused this MoU to be executed by their duly authorized representatives and consider this MoU to be effective as of the day and year first set forth above.

For and on behalf of GINI

Name: Muhammad Nasim Khan Raja

Designation: Company Secretary, GINI

Signature & Stamp

Date: _____

For and on behalf of TB Association

Name: _____

Designation: _____

Signature & Stamp: _____

Witnesses

Name: _____

Signature: _____

NIC: _____

Date: _____

Name: _____

Signature: _____

NIC: _____

Date: _____

Annexure: Reporting Format

Monthly Information

Dated: ____/____/____

.

Details of activities undertaken:

S. No.	Brief description of activity (attach documentary evidence and include reference to specific cases of women beneficiaries)	Date

Any qualitative observations about difficulties, threats and opportunities for GEP:



Memorandum of Understanding

between

*Governance Institutes Network International
(GINI)*

and

*Hashtnagar Developmental Social
Welfare Council Charsadda (HDSWC), Charsadda*



Memorandum of Understanding

This Memorandum of Understanding is entered into this _____ day of _____ 2011, by and between:

M/s Governance Institutes Network International (GINI), having its head office at House 23, Street 30, F-8/1, Islamabad through its authorized representative, (hereinafter referred as GINI which term where the context so admits shall include its successors, legal representatives and permitted assigns) of the one part;

AND

The Hashtnagar Developmental Social Welfare Council Charsadda (HDSWC), having its office at Muhammad Azam Khan Special Education Centre Gulbahar Colony No. 2 Mardan Road Charsadda, through its Representative Mr. Basar Ali, (hereinafter referred as **Second Party** respectively; which term where the context so admits shall include its successors, legal representatives and permitted assigns) on the second part;

On signing of the MoU with GINI, the Second Party will be paid _____ as advocacy honorarium, based on the following criteria in compliance with the terms and conditions of this MoU for services rendered.

(This amount is broken down as provided in Section 3 of this MoU).

Section 1. Whereas, GINI in partnership with the Second Party have the following objectives:

- 1.13** To familiarize the Second Party with the objectives and operations of the Gender Equity Program (GEP)
- 1.14** To work in collaboration with the Second Party to protect and promote land rights of women from flood affected areas
- 1.15** To set up an advocacy network composed of multiple local governance stakeholders to undertake advocacy activities in the support of women's land rights
- 1.16** To mobilize duly nominated representatives of the Second Party through a Workshop to participate in this advocacy network and raise awareness of their roles and responsibilities as a member of this network
- 1.17** To train duly nominated representatives of the Second Party through a Workshop to impart skills and knowledge allowing them to perform their roles and responsibilities as a member of this network
- 1.18** To provide an honorarium to the Second Party in recognition of services rendered as a member of this advocacy network

Section 2. Whereas, Second Party in partnership with GINI have the following responsibilities:

- 2.11 To nominate and ensure attendance of 2 representatives at the Training Workshop to be organized by GINI for advocacy training.
- 2.12 To hold meetings with local government officials from the revenue administration and other departments to advocate on behalf of women beneficiaries who are

claiming their land rights, as nominated by GINI, in coordination with District Bar Association, and Citizen Community Boards (CCBs) and the CCB Network that are part of the advocacy network in the district.

- 2.13 To provide miscellaneous support to women beneficiaries who are claiming their land rights, as nominated by GINI.
- 2.14 To identify suitable cases and gather information that will help GINI develop case studies focusing on women beneficiaries facilitated through GEP.
- 2.15 To liaise with the District Press Club to provide details on GEP activities and the plight of women beneficiaries facilitated through GEP, for coverage in local/regional press.

Section 3. The financial obligations and schedule of payment by GINI will be subject to the following:

Sr. No	Activity	Frequency	Release of Payment
1	Meetings held with local government representatives	Monthly Actual Reporting	100% of the total payable amount will be paid in 3 equal monthly installments against monthly reports pertaining to all deliverables mentioned "No. 1-4".
2	Meetings held with District Bar Association, and CCBs (in coordination with the CCB Network) that are part of the network to plan and execute advocacy activities	Monthly Actual Reporting	
3	Interviews held with women beneficiaries to gather information for selecting and developing case studies	Monthly Actual Reporting	
4	Meetings held with Press Club to draft press releases/notes for different newspapers focusing on GEP activities and cases of women beneficiaries	Monthly Actual Reporting	

(Detailed reporting format is attached as Annexure)

NOTE: It must be borne in mind that all the above payments will only be released at the sole discretion and satisfaction of GINI subsequent to its performance evaluation of the second party in fulfilling all the requirements and milestones as stated in this MoU. All payments will be disbursed upon the submission of the deliverables by the second party to GINI.

Section 4. Duration of the MoU

- 4.7 The duration of the MoU will be from 15th of August, 2011 to 15th of November, 2011.
- 4.8 GINI reserves a right to review, revise, amend, alter or modify its MoU and/or its payment schedules at its sole discretion depending on the activities undertaken by the Second Party.

GENERAL TERMS & CONDITIONS

5. Section 5. GOVERNING LAW: This agreement shall be binding upon the heirs and assigns of the parties and shall be governed by and interpreted according to the laws of Republic of Pakistan.

Section 6. MODIFICATIONS AND ASSIGNABILITY IN MoU:

This MoU contains the entire agreement between the agreeing parties as mentioned above, and no statements, promises, or inducements made by either party, or agents of either party, which are not contained in this written MoU, are valid or binding. This MoU may not be enlarged, modified or altered except upon written agreement signed by both parties hereto.

Section 7. ARBITRATION

Any and all disputes, demands, claims or controversies hereto arising out of or relating to this MoU or the breach thereof, shall be settled through Arbitration, first by attempting voluntary settlement through a non-binding mediation conference administered under the **Arbitration Act 1940**, within 30 days of the written request of any party. Arbitration shall take place in Islamabad.

Section 8. TERMINATION / SUSPENSION OF THE MoU

GINI by written notice of 7 days may suspend/terminate the MoU in whole or in part, for any *mal-administration*, non-compliance, non-conformity and / or false registration of the press clubs. In such event the party concerned shall be liable for damages as authorized by the law. GINI will not bear any liability once the MoU is suspended/terminated.

Section 9. WITHHOLDING OF PAYMENT

GINI reserves the right to withhold payment for non-compliance and/or non-performance with the terms, responsibilities and scope of work of this MoU.

IN WITNESS WHEREOF, the Parties hereto have caused this MoU to be executed by their duly authorized representatives and consider this MoU to be effective as of the day and year first set forth above.

For and on behalf of GINI

Name: Muhammad Nasim Khan Raja

Designation: Company Secretary, GINI

Signature & Stamp

Date: _____

For and on behalf of HDSWC

Name: _____

Designation: _____

Signature & Stamp: _____

Witnesses

Name: _____

Signature: _____

NIC: _____

Date: _____

Name: _____

Signature: _____

NIC: _____

Date: _____

Annexure: Reporting Format

Monthly Information

Dated: ____/____/____

.

Details of activities undertaken:

S. No.	Brief description of activity (attach documentary evidence and include reference to specific cases of women beneficiaries)	Date

Any qualitative observations about difficulties, threats and opportunities for GEP:



Memorandum of Understanding

between

*Governance Institutes Network International
(GINI)*

and

Citizen Community Boards Network, Charsadda



Memorandum of Understanding

This Memorandum of Understanding is entered into this _____ day of _____ 2011, by and between:

M/s Governance Institutes Network International (GINI), having its head office at House 23, Street 30, F-8/1, Islamabad through its authorized representative, (hereinafter referred as GINI which term where the context so admits shall include its successors, legal representatives and permitted assigns) of the one part;

AND

The **Citizen Community Board Network (CCBN), with Registration Number: _____, with membership of ____ Citizen Community Boards (CCBs)**, based at _____ District Charsadda through its Representative _____ (hereinafter referred as **Second Party** respectively; which term where the context so admits shall include its successors, legal representatives and permitted assigns) on the second part;

On signing of the MoU with GINI, the Second Party will be paid _____ as advocacy honorarium, based on the following criteria in compliance with the terms and conditions of this MoU for services rendered.

(This amount is broken down as provided in Section 3 of this MoU).

Section 1. Whereas, GINI in partnership with the Second Party have the following objectives:

- 1.19** To familiarize the Second Party with the objectives and operations of the Gender Equity Program (GEP)
- 1.20** To work in collaboration with the Second Party to protect and promote land rights of women from flood affected areas
- 1.21** To set up an advocacy network composed of multiple local governance stakeholders to undertake advocacy activities in the support of women's land rights
- 1.22** To mobilize duly nominated representatives of the Second Party through a Workshop to participate in this advocacy network and raise awareness of their roles and responsibilities as a member of this network
- 1.23** To provide an honorarium to the Second Party in recognition of services rendered as a member of this advocacy network

Section 2. Whereas, in the spirit of friendship and goodwill and with the firm mutual commitment to advance their interrelated functions and partnership, the Second Party hereto agrees to the following responsibilities:

- 2.16 To lead and coordinate the activities and outputs of CCBs in Charsadda with whom GINI enters into partnerships under the GEP, as well as ensure fulfillment of their roles and responsibilities under the terms of said partnership
- 2.17 To hold meetings with local government officials from the revenue administration and other departments to advocate on behalf of women beneficiaries who are claiming their land rights, as nominated by GINI, in coordination with the District

Bar Association, District Press Club, and CSOs who are part of the advocacy network in the district

- 2.18 To bring to bear the influence and relationships available to them by virtue of their position as a district-wide network of CCBs, for supporting women beneficiaries who are claiming their land rights, as nominated by GINI

Section 3. The financial obligations and schedule of payment by GINI will be subject to the following:

Sr. No	Activity	Frequency	Release of Payment
1	Meetings held with local government representatives	Monthly Actual Reporting	100% of the total payable amount will be paid in 3 equal monthly installments against monthly reports pertaining to all deliverables mentioned "No. 1-3".
2	Meetings held with District Bar Association, Press Club, CSOs and CCBs that are part of the network	Monthly Actual Reporting	
3	Meetings held with women beneficiaries nominated by GINI, to understand their problems, devise solutions, and provide encouragement and mobilization	Monthly Actual Reporting	

(Detailed reporting format is attached as Annexure)

NOTE: It must be borne in mind that all the above payments will only be released at the sole discretion and satisfaction of GINI subsequent to its performance evaluation of the second party in fulfilling all the requirements and milestones as stated in this MoU. All payments will be disbursed upon the submission of the deliverables by the second party to GINI.

Section 4. Duration of the MoU

- 4.9 The duration of the MoU will be from 15th of August, 2011 to 15th of November, 2011.
- 4.10 GINI reserves a right to review, revise, amend, alter or modify its MoU and/or its payment schedules at its sole discretion depending on the activities undertaken by the Second Party.

GENERAL TERMS & CONDITIONS

5. Section 5. GOVERNING LAW: This agreement shall be binding upon the heirs and assigns of the parties and shall be governed by and interpreted according to the laws of Republic of Pakistan.

Section 6. MODIFICATIONS AND ASSIGNABILITY IN MoU:

This MoU contains the entire agreement between the agreeing parties as mentioned above, and no statements, promises, or inducements made by either party, or agents of either party, which are not contained in this written MoU, are valid or binding. This MoU may not be enlarged, modified or altered except upon written agreement signed by both parties hereto.

Section 7. ARBITRATION

Any and all disputes, demands, claims or controversies hereto arising out of or relating to this MoU or the breach thereof, shall be settled through Arbitration, first by attempting voluntary settlement through a non-binding mediation conference administered under the **Arbitration Act 1940**, within 30 days of the written request of any party. Arbitration shall take place in Islamabad.

Section 8. TERMINATION / SUSPENSION OF THE MoU

GINI by written notice of 7 days may suspend/terminate the MoU in whole or in part, for any *mal-administration*, non-compliance, non-conformity and / or false registration of the press clubs. In such event the party concerned shall be liable for damages as authorized by the law. GINI will not bear any liability once the MoU is suspended/terminated.

Section 9. WITHHOLDING OF PAYMENT

GINI reserves the right to withhold payment for non-compliance and/or non-performance with the terms, responsibilities and scope of work of this MoU.

IN WITNESS WHEREOF, the Parties hereto have caused this MoU to be executed by their duly authorized representatives and consider this MoU to be effective as of the day and year first set forth above.

For and on behalf of GINI

Name: Muhammad Nasim Khan Raja

Designation: Company Secretary, GINI

Signature & Stamp

Date: _____

**For and on behalf of the CCB
Network, Charsadda**

Name: _____

Designation: _____

Signature & Stamp: _____

Witnesses

Name: _____

Signature: _____

NIC: _____

Date: _____

Name: _____

Signature: _____

NIC: _____

Date: _____

Annexure: Reporting Format

Monthly Information

Dated: ____/____/____

1. Details of Meetings:

Brief Agenda (Include references to women beneficiaries)	List of Attendees (Attach register of names, designations, contacts and signatures)

2. Any qualitative observations about difficulties, threats and opportunities for GEP:



Memorandum of Understanding

between

*Governance Institutes Network International
(GINI)*

and

Citizen Community Board (CCB) _____, Charsadda



Memorandum of Understanding

This Memorandum of Understanding is entered into this _____ day of _____ 2011, by and between:

M/s Governance Institutes Network International (GINI), having its head office at House 23, Street 30, F-8/1, Islamabad through its authorized representative, (hereinafter referred as GINI which term where the context so admits shall include its successors, legal representatives and permitted assigns) of the one part;

AND

The **CCB** _____, **with Registration Number:** _____ Based at UC _____, Tehsil _____, District Charsadda through its Representative _____ (hereinafter referred as **Second Party** respectively; which term where the context so admits shall include its successors, legal representatives and permitted assigns) on the second part;

On signing of the MoU with GINI, the Second Party will be paid _____ as advocacy honorarium, based on the following criteria in compliance with the terms and conditions of this MoU for services rendered.

(This amount is broken down as provided in Section 3 of this MoU).

Section 1. Whereas, GINI in partnership with the Second Party have the following objectives:

- 1.24** To familiarize the Second Party with the objectives and operations of the Gender Equity Program (GEP)
- 1.25** To work in collaboration with the Second Party to protect and promote land rights of women from flood affected areas
- 1.26** To set up an advocacy network composed of multiple local governance stakeholders to undertake advocacy activities in the support of women's land rights
- 1.27** To mobilize duly nominated representatives of the Second Party through a Workshop to participate in this advocacy network and raise awareness of their roles and responsibilities as a member of this network
- 1.28** To train duly nominated representatives of the Second Party through a Workshop to impart skills and knowledge allowing them to perform their roles and responsibilities as a member of this network
- 1.29** To provide an honorarium to the Second Party in recognition of services rendered as a member of this advocacy network

Section 2. Whereas, in the spirit of friendship and goodwill and with the firm mutual commitment to advance their interrelated functions and partnership, the Second Party hereto agrees to the following responsibilities:

- 2.19** To nominate and ensure attendance of 2 representatives at the Training Workshop to be organized by GINI for advocacy training.

- 2.20 To hold meetings with local government officials from the revenue administration and other departments to advocate on behalf of women beneficiaries who are claiming their land rights, as nominated by GINI, in coordination with District Bar Association, District Press Club, and CSOs who are part of the advocacy network in the district, under the guidance and leadership of the CCB Network, Charsadda.
- 2.21 To provide miscellaneous support to women beneficiaries who are claiming their land rights, as nominated by GINI.

Section 3. The financial obligations and schedule of payment by GINI will be subject to the following:

Sr. No	Activity	Frequency	Release of Payment
1	Meetings held with local government representatives	Monthly Actual Reporting	100% of the total payable amount will be paid in 3 equal monthly installments against monthly reports pertaining to all deliverables mentioned "No. 1-3".
2	Meetings held with District Bar Association, Press Club, CSOs who are part of the network , under the guidance and leadership of the CCB Network, Charsadda.	Monthly Actual Reporting	
3	Meetings held with women beneficiaries nominated by GINI, to understand their problems, devise solutions, and provide encouragement and mobilization	Monthly Actual Reporting	

(Detailed reporting format is attached as Annexure)

NOTE: It must be borne in mind that all the above payments will only be released at the sole discretion and satisfaction of GINI subsequent to its performance evaluation of the second party in fulfilling all the requirements and milestones as stated in this MoU. All payments will be disbursed upon the submission of the deliverables by the second party to GINI.

Section 4. Duration of the MoU

- 4.11 The duration of the MoU will be from 15th of August, 2011 to 15th of November, 2011.
- 4.12 GINI reserves a right to review, revise, amend, alter or modify its MoU and/or its payment schedules at its sole discretion depending on the activities undertaken by the Second Party.

GENERAL TERMS & CONDITIONS

5. Section 5. GOVERNING LAW: This agreement shall be binding upon the heirs and assigns of the parties and shall be governed by and interpreted according to the laws of Republic of Pakistan.

Section 6. MODIFICATIONS AND ASSIGNABILITY IN MoU:

This MoU contains the entire agreement between the agreeing parties as mentioned above, and no statements, promises, or inducements made by either party, or agents of either party, which are not contained in this written MoU, are valid or binding. This MoU may not be enlarged, modified or altered except upon written agreement signed by both parties hereto.

Section 7. ARBITRATION

Any and all disputes, demands, claims or controversies hereto arising out of or relating to this MoU or the breach thereof, shall be settled through Arbitration, first by attempting voluntary settlement through a non-binding mediation conference administered under the **Arbitration Act 1940**, within 30 days of the written request of any party. Arbitration shall take place in Islamabad.

Section 8. TERMINATION / SUSPENSION OF THE MoU

GINI by written notice of 7 days may suspend/terminate the MoU in whole or in part, for any *mal-administration*, non-compliance, non-conformity and / or false registration of the press clubs. In such event the party concerned shall be liable for damages as authorized by the law. GINI will not bear any liability once the MoU is suspended/terminated.

Section 9. WITHHOLDING OF PAYMENT

GINI reserves the right to withhold payment for non-compliance and/or non-performance with the terms, responsibilities and scope of work of this MoU.

IN WITNESS WHEREOF, the Parties hereto have caused this MoU to be executed by their duly authorized representatives and consider this MoU to be effective as of the day and year first set forth above.

For and on behalf of GINI

Name: Muhammad Nasim Khan Raja

Designation: Company Secretary, GINI

Signature & Stamp

Date: _____

**For and on behalf of the
CCB**_____

Name: _____

Designation: _____

Signature & Stamp: _____

Witnesses

Name: _____

Signature: _____

NIC: _____

Date: _____

Name: _____

Signature: _____

NIC: _____

Date: _____

Annexure: Reporting Format

Monthly Information

Dated: ____/____/____

3. Details of Meetings:

Brief Agenda (Include references to women beneficiaries)	List of Attendees (Attach register of names, designations, contacts and signatures)

4. Any qualitative observations about difficulties, threats and opportunities for GEP:

MOUs NOWSHERA



Memorandum of Understanding

between

*Governance Institutes Network International
(GINI)*

and

*Assistant Coordination Office, District Government,
Nowshera*



THIS MEMORANDUM of UNDERSTANDING (MoU) is made on this ____ day of _____ at _____ by and between:

M/s Governance Institutes Network International (GINI), having its head office at House 23, Street 30, F-8/1, Islamabad through its authorized representative, (hereinafter referred as GINI which term where the context so admits shall include its successors, legal representatives and permitted assigns) of the one part;

and

The Assistant Coordination Office at District Government, Nowshera through its authorized representative (hereinafter referred as the “ACO” (which term where the context so admits shall include its successors, legal representatives and permitted assigns) of the second part.

On signing of the MoU with GINI, the ACO will be paid _____ as advocacy honorarium, based on the following criteria in compliance with the terms and conditions of this MoU in recognition of services rendered.

(This amount is broken down as provided in Section 4 of this MoU).

Section 1. *Whereas*, GINI will have the following responsibilities in partnership with the ACO:

- 1.11 To familiarize the ACO with the objectives and operations of the Gender Equity Program (GEP)
- 1.12 To work in collaboration with the ACO to protect and promote land rights of women from flood affected areas
- 1.13 To set up an advocacy network composed of multiple local governance stakeholders to undertake advocacy activities in the support of women’s land rights
- 1.14 To mobilize representatives of the ACO through a Workshop to participate in this advocacy network and raise awareness of their roles and responsibilities as members of this network
- 1.15 To provide an honorarium to the ACO in recognition of services rendered as a member of this advocacy network

Section 2. *Therefore*, in the spirit of friendship and goodwill and with the firm mutual commitment to advance their interrelated functions and partnership, the ACO hereto agrees to the following responsibilities:

- 2.2 Direct the concerned staff of the revenue administration to extend their full cooperation to CSOs, District Bar Association, District Press Club, Citizen Community Boards (CCBs) and the CCB Network that are members of this

advocacy network in their efforts to secure land rights for women beneficiaries nominated by GINI. This may include the following activities:

- 2.2.1 Holding meetings with members of the advocacy network and women beneficiaries nominated by GINI
- 2.2.2 Providing access to documents and/or issuing documents related to inheritance, ownership, sale, transfer, and/or demarcation of land (among others) which the local government is legally obligated to provide to women beneficiaries nominated by GINI
- 2.2.3 Providing other information which may be necessary to secure the land rights of women beneficiaries nominated by GINI
- 2.2.4 Expediting official requests made by women beneficiaries nominated by GINI and providing them with miscellaneous assistance they require in the pursuit of their land rights.

Section 3. The ACO is to submit a monthly report to GINI as per format provided by GINI, containing information on and attaching copies of the following deliverables:

- 3.7 To report on all instances where local government officials reporting to the ACO are approached for assistance by CSOs, CCBs, District Bar Association and/or District Press Club on behalf of women beneficiaries nominated by GINI
- 3.8 To report on the responses of local government officials to these requests
- 3.9 To report on any observations made by the ACO and specifically identify and inform GINI of any impediments, recommendations or conclusions that may arise in the process of securing land rights for women in flood affected areas.

Section 4. Schedule of Payments: Payments will be released to the Bar Association by GINI subject to the milestones achieved as mentioned below:

No.	Deliverables	Frequency	Release of installment
1	Meetings held with District Bar Association, Press Club, and CCBs (in coordination with the CCB Network) who are part of the network	Monthly Actual Reporting	100% of the total payable amount will be paid in 3 equal monthly installments against receipt and satisfactory review of monthly reports pertaining to deliverables mentioned "No. 1-4".
2	Documents issued to women beneficiaries	Monthly Actual Reporting	
3	Re-demarcation of land efforts completed for women beneficiaries	Monthly Actual Reporting	
4	Information provided to women beneficiaries	Monthly Actual Reporting	

(Detailed reporting format is attached as annexure)

GENERAL TERMS AND CONDITIONS

5. Duration of the MoU

5.1 The duration of the MoU will be from 15th of August, 2011 to 15th of November, 2011.

5.2 GINI reserves the right to review, revise, amend, alter or modify its MoU and/or its payment schedules at its sole discretion depending on the workload/activities undertaken by the ACO, District Government, Nowshera.

Section 6. GOVERNING LAW: This agreement shall be binding upon the heirs and assigns of the parties and shall be governed by and interpreted according to the laws of Republic of Pakistan.

Section 7. MODIFICATIONS AND ASSIGNABILITY IN MoU:

This MoU contains the entire agreement between the agreeing parties as mentioned above, and no statements, promises, or inducements made by either party, or agents of either party, which are not contained in this written MoU, are valid or binding. This MoU may not be enlarged, modified or altered except upon written agreement signed by both parties hereto.

Section 8. ARBITRATION

Any and all disputes, demands, claims or controversies hereto arising out of or relating to this MoU or the breach thereof, shall be settled through Arbitration, first by attempting voluntary settlement through a non-binding mediation conference administered under the Arbitration Act 1940, within 30 days of the written request of any party. Arbitration shall take place in Islamabad.

Section 9. TERMINATION / SUSPENSION OF THE MoU

GINI by written notice of 7 days may suspend/terminate the MoU in whole or in part, for any mal-administration, non-compliance, and/or non-conformity. In such event the party concerned shall be liable for damages as authorized by the law. GINI will not bear any liability once the MoU is suspended/terminated.

Section 10. WITHHOLDING OF PAYMENT

GINI reserves the right to withhold payment for non-compliance and/or non-performance with the terms, responsibilities and scope of work of this MoU.

IN WITNESS WHEREOF, the Parties hereto have caused this MoU to be executed by their duly authorized representatives and consider this MoU to be effective as of the day and year first set forth above.

For and on behalf of GINI

Name: Muhammad Nasim Khan Raja

Designation: Company Secretary, GINI

Signature & Stamp

Date: _____

**For and on behalf of the Assistant
Coordination Office, District
Government, Nowshera**

Name: _____

Designation: Assistant Coordination Officer,
District Government Nowshera

Signature & Stamp: _____

Witnesses

Name: _____

Signature: _____

NIC: _____

Date: _____

Name: _____

Signature: _____

NIC: _____

Date: _____

Annex: Format for Reporting

Monthly Information

Dated: ____/____/____

Details of activities undertaken:

S. No.	Brief description of activity (attach documentary evidence and include reference to specific cases of women beneficiaries)	Date

Any qualitative observations about difficulties, threats and opportunities for GEP:



Memorandum of Understanding

between

*Governance Institutes Network International
(GINI)*

and

District Press Club, Nowshera



THIS MEMORANDUM OF UNDERSTANDING (MOU) is made on this _____ day of _____ 2011 at _____ by and between:

M/s Governance Institutes Network International (GINI), having its head office at House 23, Street 30, F-8/1, Islamabad through its authorized representative, (hereinafter referred as GINI which term where the context so admits shall include its successors, legal representatives and permitted assigns) of the one part;

AND

The Press Club Nowshera with its total correspondents of ___ national and ___ local newspapers, having its office address at _____ (which term where the context so admits shall include its successors, legal representatives and permitted assigns) of the second part.

On signing of the MoU with GINI, the press club will be paid _____ as advocacy honorarium, based on the following criteria in compliance with the terms and conditions of this MoU for services rendered.

(This amount is broken down as provided in Section 3 of this MoU).

Section 1. Whereas, the GINI will have the following responsibilities in partnership with the Press Club:

- 1.6 To familiarize the concerned Press Club at District level with the objectives and operations of the Gender Equity Program (GEP)
- 1.7 To work in collaboration with the District Press Club concerned to protect and promote land rights of women from flood affected areas
- 1.8 To set up an advocacy network composed of multiple local governance stakeholders to undertake advocacy activities in the support of women's land rights
- 1.9 To mobilize representatives of the Press Club through a Workshop to participate in this advocacy network and raise awareness of their roles and responsibilities as a member of this network
- 1.10 To provide an honorarium to the concerned District Press Club in recognition of services rendered as a member of this advocacy network

Section 2. Therefore, in the spirit of friendship and goodwill and with the firm mutual commitment to advance their interrelated functions and partnership, the Press Club hereto agrees to the following actions and responsibilities.

- 2.7 To coordinate with the District Bar Association, CSOs, local government representatives, Citizen Community Boards (CCBs) and the CCB Network that are members of this advocacy network in the district for the performance of advocacy activities
- 2.8 To nominate a panel of journalists who will provide press coverage for GEP activities and women's land rights issues in National and/or Regional Media. Press Clubs is to ensure the publishing of at least 15 such news items.
- 2.9 To actively facilitate the working of **the Legal Help Desk** at District Courts. The Legal Help Desk is seen as a meeting and helping point for advocacy network members, as well as an access point for providing free legal aid / assistance to women beneficiaries nominated by GINI.

Section 3. The Press Club is to submit a monthly report to GINI as per format provided by GINI, containing information on and attaching copies of the deliverables. The Press Club hereto agrees with following procedure and schedule of payment:

3.2 The payment will be made according to the fulfillment of the task assigned to the District Press Club as explained below:

Sr. No	Activity	Frequency	Release of Payment
1	Legal notices issued and public interest litigation filed by the Legal Help Desk	Actual reporting in media throughout the quarter	100% of the total payable amount will be paid in 3 equal monthly installments against monthly reports pertaining to all deliverables mentioned "No. 1-4".
2	Mobilization and Training Workshops held by GINI	Actual reporting in media throughout the quarter	
3	Meetings held between GINI and advocacy network members	Actual reporting in media throughout the quarter	
4	Success/failure stories of women claiming land rights under the GEP	Actual reporting in media throughout the quarter	

(Detailed reporting format is attached as annexure)

Section 4. Duration of the MoU

4.13 The duration of the MoU will be from 15th of August, 2011 to 15th of November, 2011.

4.14 GINI reserves the right to review, revise, amend, alter or modify its MoU and/or its payment schedules at its sole discretion depending on the activities undertaken by the Press Club.

GENERAL TERMS & CONDITIONS

Section 5. GOVERNING LAW: This agreement shall be binding upon the heirs and assigns of the parties and shall be governed by and interpreted according to the laws of Republic of Pakistan.

Section 6. MODIFICATIONS AND ASSIGNABILITY IN MoU:

This MoU contains the entire agreement between the agreeing parties as mentioned above, and no statements, promises, or inducements made by either party, or agents of either party, which are not contained in this written MoU, are valid or binding. This MoU may not be enlarged, modified or altered except upon written agreement signed by both parties hereto.

Section 7. ARBITRATION

Any and all disputes, demands, claims or controversies hereto arising out of or relating to this MoU or the breach thereof, shall be settled through Arbitration, first by attempting voluntary settlement through a non-binding mediation conference administered under the **Arbitration Act 1940**, within 30 days of the written request of any party. Arbitration shall take place in Islamabad.

Section 8. TERMINATION / SUSPENSION OF THE MoU

GINI by written notice of 7 days may suspend/terminate the MoU in whole or in part, for any *mal-administration*, non-compliance, non-conformity and / or false registration of the press clubs. In such event the party concerned shall be liable for damages as authorized by the law. GINI will not bear any liability once the MoU is suspended/terminated.

Section 9. WITHHOLDING OF PAYMENT

GINI reserves the right to withhold payment for non-compliance and/or non-performance with the terms, responsibilities and scope of work of this MoU.

Section 10. The schedule of payments becomes effective upon presentation of authentic and valid registration papers to GINI by the respective press club at the sole discretion and satisfaction of GINI.

IN WITNESS WHEREOF, the Parties hereto have caused this MoU to be executed by their duly authorized representatives and consider this MoU to be effective as of the day and year first set forth above.

For and on behalf of GINI

Name: Muhammad Nasim Khan Raja

Designation: Company Secretary, GINI

Signature & Stamp

Date: _____

**For and on behalf of District Press
Club Nowshera**

Name: _____

Designation: _____

Signature & Stamp: _____

Witnesses

Name: _____

Signature: _____

NIC: _____

Date: _____

Name: _____

Signature: _____

NIC: _____

Date: _____

Annexure: Reporting Format Monthly Information

Dated: ____ / ____ / ____

Have you highlighted:

Activity	News	Articles (Attach clippings)	Name of News paper	Date	Name of Journalist
Legal notices issued and public interest litigation filed by the Legal Help Desk					
Mobilization and Training Workshops held by GINI					
Meetings held by partner CCBs and CSOs with local government representatives for advocacy					
Success/failure stories of women claiming land rights under the GEP					

Detail of activities attended:

S. No.	Nature of Activity	Organized by	Date

Any qualitative observations about difficulties, threats and opportunities for GEP:



Memorandum of Understanding

between

Governance Institutes Network International (GINI)

and

District Bar Association

Nowshera



THIS MEMORANDUM of UNDERSTANDING (MoU) is made on this _____ day of _____ 2011 at _____ by and between:

M/s Governance Institutes Network International (GINI), having its head office at House 23, Street 30, F-8/1, Islamabad through its authorized representative, (hereinafter referred as GINI which term where the context so admits shall include its successors, legal representatives and permitted assigns) of the one part;

AND

The District Bar Association Nowshera with its total membership of _____ having its office address at District Courts, Nowshera (which term where the context so admits shall include its successors, legal representatives and permitted assigns) of the second part.

On signing of the MoU with GINI, the Bar Association will be paid _____ as advocacy honorarium, based on the following criteria in compliance with the terms and conditions of this MoU for services rendered.

(This amount is broken down as provided in Section 4 of this MoU).

Section 1. Whereas, The GINI will have the following responsibilities in partnership with the District Bar Association:

- 1.16 To familiarize the concerned District Bar Association with the objectives and operations of the Gender Equity Program (GEP)
- 1.17 To work in collaboration with the District Bar Association concerned to protect and promote land rights of women from flood affected areas
- 1.18 To set up an advocacy network composed of multiple local governance stakeholders to undertake advocacy activities in support of women's land rights
- 1.19 To mobilize representatives of the Bar Association through a Workshop to participate in this advocacy network and raise awareness of their roles and responsibilities as a member of this network
- 1.20 To provide an honorarium to the concerned District Bar Association in recognition of services rendered as a member of this advocacy network

Section 2. Therefore, in the spirit of friendship and goodwill and with the firm mutual commitment to advance their interrelated functions and partnership, the Bar Association hereto agrees to the following responsibilities:

- 2.10 To coordinate with District Press Club, CSOs, Citizen Community Boards (CCBs) and the CCB Network that are members of this advocacy network in the district for the performance of advocacy activities
- 2.11 To protect and serve the right of women to acquire, use, and dispose of land as granted by **Article (s) 23 and 24 of the Islamic Republic of Pakistan 1973** and where it is expedient and necessary provide free legal aid to indigent litigants as amended under S.R.O. 1095 (1)/99, in exercise of its powers conferred by **Section 13 (1) (la) and (n) of the Legal Practitioners & Bar Councils Act 1973. (Act XXXV of 1973).**
- 2.12 To set up a **Legal Help Desk** at District Courts. The Legal Help Desk is seen as a meeting and helping point for advocacy network members, as well as an access point for providing free legal aid / assistance to women beneficiaries nominated by GINI.
Bar Associations is to ensure the following:

- 2.12.1 To make available a room in the District Courts for the Legal Help Desk
- 2.3.2 Presence of a professional lawyer and office assistant for the Legal Help Desk
- 2.3.3 Provision of pro bono legal aid / assistance to at least 15 women beneficiaries nominated by GINI
- 2.3.4 Putting up a sign board of the Legal Help Desk and instructions in local language about the objectives and working of the Legal Help Desk

Section 3. The Bar Association is to submit a monthly report to GINI as per format provided by GINI, containing information on and attaching copies of the following deliverables:

- 3.10 To report on all the complaints/petitions made by women beneficiaries nominated by GINI
- 3.11 To report on any gratis legal advocacy or assistance offered on *pro bono* basis to women beneficiaries nominated by GINI
- 3.12 To report on any observations made by the Bar Association and specifically identify and inform GINI of any impediments, recommendations or conclusions that may arise in the process of securing land rights for women in flood affected areas.

Section 4. Schedule of Payments: Payments will be released to the Bar Association by GINI subject to the milestones achieved as mentioned below:

No.	Deliverables	Frequency	Release of installment
1	Establishment of Legal Help Desk	One time activity	10% of the total payable amount
2	Complaints Received from women beneficiaries	Monthly Actual Reporting	90% of the total payable amount will be paid in 3 equal monthly installments against receipt and satisfactory review of monthly reports pertaining to deliverables mentioned "No. 2-5".
3	Legal Notices Issued	Monthly Actual Reporting	
4	Public Interest Litigations Filed	Monthly Actual Reporting	
5	Direct Advocacy	Monthly Actual Reporting	

(Detailed reporting format is attached as annexure)

4 Duration of the MoU

- 4.1 15th of August, 2011 to 15th of November, 2011.
- 4.2 GINI reserves a right to review, revise, amend, alter or modify its MoU and/or its payment schedules at its sole discretion depending on the workload/number of cases undertaken by the District Bar Association.

GENERAL TERMS & CONDITIONS

Section 5. GOVERNING LAW: This agreement shall be binding upon the successors and assigns of the parties and shall be governed by and interpreted according to the laws of Pakistan.

Section 6. MODIFICATIONS AND ASSIGNABILITY IN MoU:

This MoU contains the entire agreement between the agreeing parties as mentioned above, and no statements, promises, or inducements made by either party, or agents of either party, which are not contained in this written MoU, are valid or binding. This MoU may not be enlarged, modified or altered except upon written agreement signed by both parties hereto.

Section 7. ARBITRATION

Any and all disputes, demands, claims or controversies hereto arising out of or relating to this MoU or the breach thereof, shall be settled through Arbitration, first by attempting voluntary settlement through a non-binding mediation conference administered under the **Arbitration Act 1940**, within 60 days of the written request of any party. Arbitration shall take place in Islamabad.

Section 8. TERMINATION / SUSPENSION OF THE MoU

GINI by written notice of 14 days may suspend/terminate the MoU in whole or in part, for any *mal-administration*, non-compliance or non-conformity with any of the provisions of this MoU. In such event the party concerned shall be liable for damages as authorized by the law. GINI will not bear any liability once the MoU is suspended/terminated.

Section 9. WITHHOLDING OF PAYMENT

GINI reserves the right to withhold payment for non-compliance and/or non-performance with the terms and scope of work of this MoU.

Section 10. The schedule of payments becomes effective upon presentation of authentic and valid registration papers to GINI by the respective Bar Association at the sole discretion and satisfaction of GINI.

IN WITNESS WHEREOF, the Parties hereto have caused this MoU to be executed by their duly authorized representatives and consider this MoU to be effective as of the day and year first set forth above.

For and on behalf of GINI

Name: Muhammad Nasim Khan Raja

Designation: Company Secretary, GINI

Signature & Stamp

Date: _____

For and on behalf of the District Bar Association

Name: _____

Designation: _____

Signature & Stamp: _____

Witnesses

Name: _____

Signature: _____

NIC: _____

Date: _____

Name: _____

Signature: _____

NIC: _____

Date: _____

Annex: Format for Reporting

Monthly Information

Dated: ____/____/____

Details of activities undertaken:

S. No.	Brief description of activity (attach documentary evidence and include reference to specific cases of women beneficiaries)	Date

6. Any qualitative observations about difficulties, threats and opportunities for GEP:



Memorandum of Understanding

between

*Governance Institutes Network International
(GINI)*

and

Aware Girls, District Nowshera



Memorandum of Understanding

This Memorandum of Understanding is entered into this _____ day of _____ 2011, by and between:

M/s Governance Institutes Network International (GINI), having its head office at House 23, Street 30, F-8/1, Islamabad through its authorized representative, (hereinafter referred as GINI which term where the context so admits shall include its successors, legal representatives and permitted assigns) of the one part;

AND

The **Aware Girls**, having its office **Opposite Abasyn University, Latifabad, Ring Road, Peshawar** for District **Nowshera** through its Representative _____, (hereinafter referred as **Second Party** respectively; which term where the context so admits shall include its successors, legal representatives and permitted assigns) on the second part;

On signing of the MoU with GINI, the Second Party will be paid _____ as advocacy honorarium, based on the following criteria in compliance with the terms and conditions of this MoU for services rendered.

(This amount is broken down as provided in Section 3 of this MoU).

Section 1. Whereas, GINI in partnership with the Second Party have the following objectives:

- 1.30** To familiarize the Second Party with the objectives and operations of the Gender Equity Program (GEP)
- 1.31** To work in collaboration with the Second Party to protect and promote land rights of women from flood affected areas
- 1.32** To set up an advocacy network composed of multiple local governance stakeholders to undertake advocacy activities in the support of women's land rights
- 1.33** To mobilize duly nominated representatives of the Second Party through a Workshop to participate in this advocacy network and raise awareness of their roles and responsibilities as a member of this network
- 1.34** To train duly nominated representatives of the Second Party through a Workshop to impart skills and knowledge allowing them to perform their roles and responsibilities as a member of this network
- 1.35** To provide an honorarium to the Second Party in recognition of services rendered as a member of this advocacy network

Section 2. Whereas, Second Party in partnership with GINI have the following responsibilities:

- 2.22** To nominate and ensure attendance of 2 representatives at the Training Workshop to be organized by GINI for advocacy training.
- 2.23** To hold meetings with local government officials from the revenue administration and other departments to advocate on behalf of women beneficiaries who are claiming their land rights, as nominated by GINI, in coordination with District Bar Association, and Citizen Community Boards (CCBs) and the CCB Network that are part of the advocacy network in the district.

- 2.24 To provide miscellaneous support to women beneficiaries who are claiming their land rights, as nominated by GINI.
- 2.25 To identify suitable cases and gather information that will help GINI develop case studies focusing on women beneficiaries facilitated through GEP.
- 2.26 To liaise with the District Press Club to provide details on GEP activities and the plight of women beneficiaries facilitated through GEP, for coverage in local/regional press.

Section 3. The financial obligations and schedule of payment by GINI will be subject to the following:

Sr. No	Activity	Frequency	Release of Payment
1	Meetings held with local government representatives	Monthly Actual Reporting	100% of the total payable amount will be paid in 3 equal monthly installments against monthly reports pertaining to all deliverables mentioned "No. 1-4".
2	Meetings held with District Bar Association, and CCBs (in coordination with the CCB Network) that are part of the network to plan and execute advocacy activities	Monthly Actual Reporting	
3	Interviews held with women beneficiaries to gather information for selecting and developing case studies	Monthly Actual Reporting	
4	Meetings held with Press Club to draft press releases/notes for different newspapers focusing on GEP activities and cases of women beneficiaries	Monthly Actual Reporting	

(Detailed reporting format is attached as Annexure)

NOTE: It must be borne in mind that all the above payments will only be released at the sole discretion and satisfaction of GINI subsequent to its performance evaluation of the second party in fulfilling all the requirements and milestones as stated in this MoU. All payments will be disbursed upon the submission of the deliverables by the second party to GINI.

Section 4. Duration of the MoU

- 4.15 The duration of the MoU will be from 15th of August, 2011 to 15th of November, 2011.
- 4.16 GINI reserves a right to review, revise, amend, alter or modify its MoU and/or its payment schedules at its sole discretion depending on the activities undertaken by the Second Party.

GENERAL TERMS & CONDITIONS

5. Section 5. GOVERNING LAW: This agreement shall be binding upon the heirs and assigns of the parties and shall be governed by and interpreted according to the laws of Republic of Pakistan.

Section 6. MODIFICATIONS AND ASSIGNABILITY IN MoU:

This MoU contains the entire agreement between the agreeing parties as mentioned above, and no statements, promises, or inducements made by either party, or agents of either party, which are not contained in this written MoU, are valid or binding. This MoU may not be enlarged, modified or altered except upon written agreement signed by both parties hereto.

Section 7. ARBITRATION

Any and all disputes, demands, claims or controversies hereto arising out of or relating to this MoU or the breach thereof, shall be settled through Arbitration, first by attempting voluntary settlement through a non-binding mediation conference administered under the **Arbitration Act 1940**, within 30 days of the written request of any party. Arbitration shall take place in Islamabad.

Section 8. TERMINATION / SUSPENSION OF THE MoU

GINI by written notice of 7 days may suspend/terminate the MoU in whole or in part, for any *mal-administration*, non-compliance, non-conformity and / or false registration of the press clubs. In such event the party concerned shall be liable for damages as authorized by the law. GINI will not bear any liability once the MoU is suspended/terminated.

Section 9. WITHHOLDING OF PAYMENT

GINI reserves the right to withhold payment for non-compliance and/or non-performance with the terms, responsibilities and scope of work of this MoU.

IN WITNESS WHEREOF, the Parties hereto have caused this MoU to be executed by their duly authorized representatives and consider this MoU to be effective as of the day and year first set forth above.

For and on behalf of GINI

Name: Muhammad Nasim Khan Raja

Designation: Company Secretary, GINI

Signature & Stamp

Date: _____

For and on behalf of Aware Girls

Name: _____

Designation: _____

Signature & Stamp: _____

Witnesses

Name: _____

Signature: _____

NIC: _____

Date: _____

Name: _____

Signature: _____

NIC: _____

Date: _____

Annexure: Reporting Format

Monthly Information

Dated: ____/____/____

Details of activities undertaken:

S. No.	Brief description of activity (attach documentary evidence and include reference to specific cases of women beneficiaries)	Date

Any qualitative observations about difficulties, threats and opportunities for GEP:



Memorandum of Understanding

between

*Governance Institutes Network International
(GINI)*

and

National Coalition on Child Rights (NCCR), Nowshera



Memorandum of Understanding

This Memorandum of Understanding is entered into this _____ day of _____ 2011, by and between:

M/s Governance Institutes Network International (GINI), having its head office at House 23, Street 30, F-8/1, Islamabad through its authorized representative, (hereinafter referred as GINI which term where the context so admits shall include its successors, legal representatives and permitted assigns) of the one part;

AND

The **National Coalition on Child Rights (NCCR)**, having its office at **Street A-14, Ittehad Colony, Peshawar City** for District **Nowshera** through its Representative Mr. Zeenat Gul, (hereinafter referred as **Second Party** respectively; which term where the context so admits shall include its successors, legal representatives and permitted assigns) on the second part;

On signing of the MoU with GINI, the Second Party will be paid _____ as advocacy honorarium, based on the following criteria in compliance with the terms and conditions of this MoU for services rendered.

(This amount is broken down as provided in Section 3 of this MoU).

Section 1. Whereas, GINI in partnership with the Second Party have the following objectives:

- 1.36** To familiarize the Second Party with the objectives and operations of the Gender Equity Program (GEP)
- 1.37** To work in collaboration with the Second Party to protect and promote land rights of women from flood affected areas
- 1.38** To set up an advocacy network composed of multiple local governance stakeholders to undertake advocacy activities in the support of women's land rights
- 1.39** To mobilize duly nominated representatives of the Second Party through a Workshop to participate in this advocacy network and raise awareness of their roles and responsibilities as a member of this network
- 1.40** To train duly nominated representatives of the Second Party through a Workshop to impart skills and knowledge allowing them to perform their roles and responsibilities as a member of this network
- 1.41** To provide an honorarium to the Second Party in recognition of services rendered as a member of this advocacy network

Section 2. Whereas, Second Party in partnership with GINI have the following responsibilities:

- 2.27** To nominate and ensure attendance of 2 representatives at the Training Workshop to be organized by GINI for advocacy training.
- 2.28** To hold meetings with local government officials from the revenue administration and other departments to advocate on behalf of women beneficiaries who are claiming their land rights, as nominated by GINI, in coordination with District Bar Association, and Citizen Community Boards (CCBs) and the CCB Network that are part of the advocacy network in the district.

- 2.29 To provide miscellaneous support to women beneficiaries who are claiming their land rights, as nominated by GINI.
- 2.30 To identify suitable cases and gather information that will help GINI develop case studies focusing on women beneficiaries facilitated through GEP.
- 2.31 To liaise with the District Press Club to provide details on GEP activities and the plight of women beneficiaries facilitated through GEP, for coverage in local/regional press.

Section 3. The financial obligations and schedule of payment by GINI will be subject to the following:

Sr. No	Activity	Frequency	Release of Payment
1	Meetings held with local government representatives	Monthly Actual Reporting	100% of the total payable amount will be paid in 3 equal monthly installments against monthly reports pertaining to all deliverables mentioned "No. 1-4".
2	Meetings held with District Bar Association, and CCBs (in coordination with the CCB Network) that are part of the network to plan and execute advocacy activities	Monthly Actual Reporting	
3	Interviews held with women beneficiaries to gather information for selecting and developing case studies	Monthly Actual Reporting	
4	Meetings held with Press Club to draft press releases/notes for different newspapers focusing on GEP activities and cases of women beneficiaries	Monthly Actual Reporting	

(Detailed reporting format is attached as Annexure)

NOTE: It must be borne in mind that all the above payments will only be released at the sole discretion and satisfaction of GINI subsequent to its performance evaluation of the second party in fulfilling all the requirements and milestones as stated in this MoU. All payments will be disbursed upon the submission of the deliverables by the second party to GINI.

Section 4. Duration of the MoU

- 4.17 The duration of the MoU will be from 15th of August, 2011 to 15th of November, 2011.
- 4.18 GINI reserves a right to review, revise, amend, alter or modify its MoU and/or its payment schedules at its sole discretion depending on the activities undertaken by the Second Party.

GENERAL TERMS & CONDITIONS

5. Section 5. GOVERNING LAW: This agreement shall be binding upon the heirs and assigns of the parties and shall be governed by and interpreted according to the laws of Republic of Pakistan.

Section 6. MODIFICATIONS AND ASSIGNABILITY IN MoU:

This MoU contains the entire agreement between the agreeing parties as mentioned above, and no statements, promises, or inducements made by either party, or agents of either party, which are not contained in this written MoU, are valid or binding. This MoU may not be enlarged, modified or altered except upon written agreement signed by both parties hereto.

Section 7. ARBITRATION

Any and all disputes, demands, claims or controversies hereto arising out of or relating to this MoU or the breach thereof, shall be settled through Arbitration, first by attempting voluntary settlement through a non-binding mediation conference administered under the **Arbitration Act 1940**, within 30 days of the written request of any party. Arbitration shall take place in Islamabad.

Section 8. TERMINATION / SUSPENSION OF THE MoU

GINI by written notice of 7 days may suspend/terminate the MoU in whole or in part, for any *mal-administration*, non-compliance, non-conformity and / or false registration of the press clubs. In such event the party concerned shall be liable for damages as authorized by the law. GINI will not bear any liability once the MoU is suspended/terminated.

Section 9. WITHHOLDING OF PAYMENT

GINI reserves the right to withhold payment for non-compliance and/or non-performance with the terms, responsibilities and scope of work of this MoU.

IN WITNESS WHEREOF, the Parties hereto have caused this MoU to be executed by their duly authorized representatives and consider this MoU to be effective as of the day and year first set forth above.

For and on behalf of GINI

Name: Muhammad Nasim Khan Raja

Designation: Company Secretary, GINI

Signature & Stamp

Date: _____

For and on behalf of NCCR

Name: _____

Designation: _____

Signature & Stamp: _____

Witnesses

Name: _____

Signature: _____

NIC: _____

Date: _____

Name: _____

Signature: _____

NIC: _____

Date: _____

Annexure: Reporting Format

Monthly Information

Dated: ____/____/____

Details of activities undertaken:

S. No.	Brief description of activity (attach documentary evidence and include reference to specific cases of women beneficiaries)	Date

Any qualitative observations about difficulties, threats and opportunities for GEP:



Memorandum of Understanding

between

*Governance Institutes Network International
(GINI)*

and

Citizen Community Boards Network, Nowshera



Memorandum of Understanding

This Memorandum of Understanding is entered into this _____ day of _____ 2011, by and between:

M/s Governance Institutes Network International (GINI), having its head office at House 23, Street 30, F-8/1, Islamabad through its authorized representative, (hereinafter referred as GINI which term where the context so admits shall include its successors, legal representatives and permitted assigns) of the one part;

AND

The **Citizen Community Board Network (CCBN), with Registration Number: _____, with membership of _____ Citizen Community Boards (CCBs)**, based at _____ District Nowshera through its Representative _____ (hereinafter referred as **Second Party** respectively; which term where the context so admits shall include its successors, legal representatives and permitted assigns) on the second part;

On signing of the MoU with GINI, the Second Party will be paid _____ as advocacy honorarium, based on the following criteria in compliance with the terms and conditions of this MoU for services rendered.

(This amount is broken down as provided in Section 3 of this MoU).

Section 1. Whereas, GINI in partnership with the Second Party have the following objectives:

- 1.42** To familiarize the Second Party with the objectives and operations of the Gender Equity Program (GEP)
- 1.43** To work in collaboration with the Second Party to protect and promote land rights of women from flood affected areas
- 1.44** To set up an advocacy network composed of multiple local governance stakeholders to undertake advocacy activities in the support of women's land rights
- 1.45** To mobilize duly nominated representatives of the Second Party through a Workshop to participate in this advocacy network and raise awareness of their roles and responsibilities as a member of this network
- 1.46** To provide an honorarium to the Second Party in recognition of services rendered as a member of this advocacy network

Section 2. Whereas, in the spirit of friendship and goodwill and with the firm mutual commitment to advance their interrelated functions and partnership, the Second Party hereto agrees to the following responsibilities:

- 2.32** To lead and coordinate the activities and outputs of CCBs in Nowshera with whom GINI enters into partnerships under the GEP, as well as ensure fulfillment of their roles and responsibilities under the terms of said partnership
- 2.33** To hold meetings with local government officials from the revenue administration and other departments to advocate on behalf of women beneficiaries who are claiming their land

rights, as nominated by GINI, in coordination with the District Bar Association, District Press Club, and CSOs who are part of the advocacy network in the district

- 2.34 To bring to bear the influence and relationships available to them by virtue of their position as a district-wide network of CCBs, for supporting women beneficiaries who are claiming their land rights, as nominated by GINI

Section 3. The financial obligations and schedule of payment by GINI will be subject to the following:

Sr. No	Activity	Frequency	Release of Payment
1	Meetings held with local government representatives	Monthly Actual Reporting	100% of the total payable amount will be paid in 3 equal monthly installments against monthly reports pertaining to all deliverables mentioned "No. 1-3".
2	Meetings held with District Bar Association, Press Club, CSOs and CCBs that are part of the network	Monthly Actual Reporting	
3	Meetings held with women beneficiaries nominated by GINI, to understand their problems, devise solutions, and provide encouragement and mobilization	Monthly Actual Reporting	

(Detailed reporting format is attached as Annexure)

NOTE: It must be borne in mind that all the above payments will only be released at the sole discretion and satisfaction of GINI subsequent to its performance evaluation of the second party in fulfilling all the requirements and milestones as stated in this MoU. All payments will be disbursed upon the submission of the deliverables by the second party to GINI.

Section 4. Duration of the MoU

- 4.19 The duration of the MoU will be from 15th of August, 2011 to 15th of November, 2011.
 4.20 GINI reserves a right to review, revise, amend, alter or modify its MoU and/or its payment schedules at its sole discretion depending on the activities undertaken by the Second Party.

GENERAL TERMS & CONDITIONS

5. Section 5. GOVERNING LAW: This agreement shall be binding upon the heirs and assigns of the parties and shall be governed by and interpreted according to the laws of Republic of Pakistan.

Section 6. MODIFICATIONS AND ASSIGNABILITY IN MoU:

This MoU contains the entire agreement between the agreeing parties as mentioned above, and no statements, promises, or inducements made by either party, or agents of either party, which are not contained in this written MoU, are valid or binding. This MoU may not be enlarged, modified or altered except upon written agreement signed by both parties hereto.

Section 7. ARBITRATION

Any and all disputes, demands, claims or controversies hereto arising out of or relating to this MoU or the breach thereof, shall be settled through Arbitration, first by attempting voluntary settlement through a non-binding mediation conference administered under the **Arbitration Act 1940**, within 30 days of the written request of any party. Arbitration shall take place in Islamabad.

Section 8. TERMINATION / SUSPENSION OF THE MoU

GINI by written notice of 7 days may suspend/terminate the MoU in whole or in part, for any *mal-administration*, non-compliance, non-conformity and / or false registration of the press clubs. In such event the party concerned shall be liable for damages as authorized by the law. GINI will not bear any liability once the MoU is suspended/terminated.

Section 9. WITHHOLDING OF PAYMENT

GINI reserves the right to withhold payment for non-compliance and/or non-performance with the terms, responsibilities and scope of work of this MoU.

IN WITNESS WHEREOF, the Parties hereto have caused this MoU to be executed by their duly authorized representatives and consider this MoU to be effective as of the day and year first set forth above.

For and on behalf of GINI

Name: Muhammad Nasim Khan Raja

Designation: Company Secretary, GINI

Signature & Stamp

Date: _____

**For and on behalf of the CCB
Network, Nowshera**

Name: _____

Designation: _____

Signature & Stamp: _____

Witnesses

Name: _____

Signature: _____

NIC: _____

Date: _____

Name: _____

Signature: _____

NIC: _____

Date: _____

Annexure: Reporting Format

Monthly Information

Dated: ____/____/____

1. Details of Meetings:

Brief Agenda (Include references to women beneficiaries)	List of Attendees (Attach register of names, designations, contacts and signatures)

2. Any qualitative observations about difficulties, threats and opportunities for GEP:



Memorandum of Understanding

between

*Governance Institutes Network International
(GINI)*

and

Citizen Community Board (CCB) _____, Nowshera



Memorandum of Understanding

This Memorandum of Understanding is entered into this _____ day of _____ 2011, by and between:

M/s Governance Institutes Network International (GINI), having its head office at House 23, Street 30, F-8/1, Islamabad through its authorized representative, (hereinafter referred as GINI which term where the context so admits shall include its successors, legal representatives and permitted assigns) of the one part;

AND

The CCB _____, with Registration Number: _____ Based at UC _____, Tehsil _____, District Nowshera through its Representative _____ (hereinafter referred as **Second Party** respectively; which term where the context so admits shall include its successors, legal representatives and permitted assigns) on the second part;

On signing of the MoU with GINI, the Second Party will be paid _____ as advocacy honorarium, based on the following criteria in compliance with the terms and conditions of this MoU for services rendered.

(This amount is broken down as provided in Section 3 of this MoU).

Section 1. Whereas, GINI in partnership with the Second Party have the following objectives:

- 1.47 To familiarize the Second Party with the objectives and operations of the Gender Equity Program (GEP)
- 1.48 To work in collaboration with the Second Party to protect and promote land rights of women from flood affected areas
- 1.49 To set up an advocacy network composed of multiple local governance stakeholders to undertake advocacy activities in the support of women's land rights
- 1.50 To mobilize duly nominated representatives of the Second Party through a Workshop to participate in this advocacy network and raise awareness of their roles and responsibilities as a member of this network
- 1.51 To train duly nominated representatives of the Second Party through a Workshop to impart skills and knowledge allowing them to perform their roles and responsibilities as a member of this network
- 1.52 To provide an honorarium to the Second Party in recognition of services rendered as a member of this advocacy network

Section 2. Whereas, in the spirit of friendship and goodwill and with the firm mutual commitment to advance their interrelated functions and partnership, the Second Party hereto agrees to the following responsibilities:

- 2.35 To nominate and ensure attendance of 2 representatives at the Training Workshop to be organized by GINI for advocacy training.
- 2.36 To hold meetings with local government officials from the revenue administration and other departments to advocate on behalf of women beneficiaries who are claiming their land rights, as nominated by GINI, in coordination with District Bar Association, District Press Club, and CSOs who are part of the advocacy network in the district, under the guidance and leadership of the CCB Network, Nowshera.

2.37 To provide miscellaneous support to women beneficiaries who are claiming their land rights, as nominated by GINI.

Section 3. The financial obligations and schedule of payment by GINI will be subject to the following:

Sr. No	Activity	Frequency	Release of Payment
1	Meetings held with local government representatives	Monthly Actual Reporting	100% of the total payable amount will be paid in 3 equal monthly installments against monthly reports pertaining to all deliverables mentioned "No. 1-3".
2	Meetings held with District Bar Association, Press Club, CSOs who are part of the network, under the guidance and leadership of the CCB Network, Nowshera.	Monthly Actual Reporting	
3	Meetings held with women beneficiaries nominated by GINI, to understand their problems, devise solutions, and provide encouragement and mobilization	Monthly Actual Reporting	

(Detailed reporting format is attached as Annexure)

NOTE: It must be borne in mind that all the above payments will only be released at the sole discretion and satisfaction of GINI subsequent to its performance evaluation of the second party in fulfilling all the requirements and milestones as stated in this MoU. All payments will be disbursed upon the submission of the deliverables by the second party to GINI.

Section 4. Duration of the MoU

4.21 The duration of the MoU will be from 15th of August, 2011 to 15th of November, 2011.

4.22 GINI reserves a right to review, revise, amend, alter or modify its MoU and/or its payment schedules at its sole discretion depending on the activities undertaken by the Second Party.

GENERAL TERMS & CONDITIONS

5. Section 5. GOVERNING LAW: This agreement shall be binding upon the heirs and assigns of the parties and shall be governed by and interpreted according to the laws of Republic of Pakistan.

Section 6. MODIFICATIONS AND ASSIGNABILITY IN MoU:

This MoU contains the entire agreement between the agreeing parties as mentioned above, and no statements, promises, or inducements made by either party, or agents of either party, which are not contained in this written MoU, are valid or binding. This MoU may not be enlarged, modified or altered except upon written agreement signed by both parties hereto.

Section 7. ARBITRATION

Any and all disputes, demands, claims or controversies hereto arising out of or relating to this MoU or the breach thereof, shall be settled through Arbitration, first by attempting voluntary settlement through a non-binding mediation conference administered under the **Arbitration Act 1940**, within 30 days of the written request of any party. Arbitration shall take place in Islamabad.

Section 8. TERMINATION / SUSPENSION OF THE MoU

GINI by written notice of 7 days may suspend/terminate the MoU in whole or in part, for any *mal-administration*, non-compliance, non-conformity and / or false registration of the press clubs. In such event the party concerned shall be liable for damages as authorized by the law. GINI will not bear any liability once the MoU is suspended/terminated.

Section 9. WITHHOLDING OF PAYMENT

GINI reserves the right to withhold payment for non-compliance and/or non-performance with the terms, responsibilities and scope of work of this MoU.

IN WITNESS WHEREOF, the Parties hereto have caused this MoU to be executed by their duly authorized representatives and consider this MoU to be effective as of the day and year first set forth above.

For and on behalf of GINI

Name: Muhammad Nasim Khan Raja

Designation: Company Secretary, GINI

Signature & Stamp

Date: _____

**For and on behalf of the
CCB** _____

Name: _____

Designation: _____

Signature & Stamp: _____

Witnesses

Name: _____

Signature: _____

NIC: _____

Date: _____

Name: _____

Signature: _____

NIC: _____

Date: _____

Annexure: Reporting Format

Monthly Information

Dated: ____/____/____

1. Details of Meetings:

Brief Agenda (Include references to women beneficiaries)	List of Attendees (Attach register of names, designations, contacts and signatures)

2. Any qualitative observations about difficulties, threats and opportunities for GEP:
