

## **MEMORANDUM OF UNDERSTANDING**

### **Collaboration of Plan Pakistan with Pakistan Social Association**

**THIS MEMORANDUM OF UNDERSTANDING** is made this 15<sup>th</sup> July 2011 at Islamabad by and between:

**Plan International, Inc**, a non-profit international humanitarian child centered development organization without any political or governmental affiliation registered in Rhode Island in the United States, having its Pakistan office located at House 9, Street 32, F-7/1 Islamabad, through its Country Director, Mr Haider W Yaqub (hereinafter called "**Plan**" which term shall include its successors and assigns) of the first part.

**AND**

Pakistan Social Association through Mr. Zareen Ammar (President)

Plan and Pakistan Social Association may hereinafter be referred to individually as "Party" or collectively as "the Parties."

The Parties hereby recite as follows:

**WHEREAS :**

*Plan is an international humanitarian child-focused development organisation without any political or governmental affiliation. Plan's Vision is a World in which all children realize their full potential in societies, which respect people's rights and dignity. Plan Pakistan's operations commenced in 1997 and the organization uses a child-centered community development (CCCD) approach to make children, families and communities active and have leading role in their own development. Plan Pakistan is operational in more than 300 communities in 34 districts of Pakistan to provide health, education, livelihood and water and sanitation facilities to improve their lives.*

*One of the thematic areas in the country strategic Plan is "Enabling Environment for Good Governance" which ensures that children and youth groups are formulated and their capacity is built as responsible citizens of Pakistan. Program Unit Islamabad is working towards this strategic direction by implementing "Empowering Youth for Peace and Development (EYPAD) that enables youth to be more aware and active leaders for promoting peace and harmony in their community as well as at the national and international level.*

*Pakistan Social Association:*

*Pakistan Social Association (PSA) was registered in Pakistan in 1963, under Social Welfare Agencies Registration Act, having its office at the Center of Informational Technology, CIT Plaza, F-10 Markaz Islamabad. Pakistan Social Association has been engaged in supportive activities in the areas of, like health, campaigns against social evils like drugs, human trafficking and cyber crime. Recently PSA has started working in following two areas;*

- *Capacity building of the people, especially youth of the Rural Areas in the use of*

*technologies like internet for the development of their society. ( E-Village Project).*

• *Supporting and helping the law enforcement organizations of Pakistan in natural emergencies and in their fight against social evils and also assist the victims of crimes in getting justice. (Project Margalla Panthers and Crime Stoppers Pakistan)*

AND WHEREAS given that collaboration of Pakistan Social Association in the implementation of this MoU is in accordance with its mandate and both Parties hereto have agreed to fully cooperate and act in consultation with each other and to avail themselves of each other's advisory services during the establishment and implementation of this MoU.

WHEREAS Plan is committed to actively safeguarding children from harm, and ensuring their rights. Plan promotes child safe practices and protects children from harm, abuse, neglect and exploitation in any form and expects that its partners also adhere to these practices.

The following guidelines must be adhered by Pakistan Social Association when interacting with children:

- a) Never abuse and/or exploit a child or act/ behave in any way that places a child at risk of harm.
- b) Immediately report any child abuse and protection concerns in accordance with applicable local procedures and law.
- c) Respond to a child who may have been abused or exploited in accordance with applicable local procedures and law.
- d) Cooperate fully and confidentially in any investigation of concerns and allegations regarding child abuse.
- e) Contribute to an environment where children are respected and encouraged to discuss their concerns and rights.
- f) Photographs/videos/stories of children should be based on the best interest of the child and should only be used with the prior consent of children or, in the case of young children, their parent or guardian.
- g) Ensure that images of children do not in any way impact negatively on their dignity or privacy.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

linking of the youth of the Mera Bagwala, associated with E-Village Project with the Plan Pakistan's project , named, "Empowering Youth for Peace and Development".

Both the parties have agreed to the following roles and responsibilities as below:

#### **1. For Plan Pakistan**

Plan Pakistan would connect Youth Group of Mera Baghwala with the project, "Empowering Youth for Peace and Development" and would deliver a softer skill development program and include them in the trainings designed for the youth groups under the project.

•Plan will provide the following hardware to the youth group for existing computer center in the Mera Baghwal ;

One UPS

One Printer

## **2. For Pakistan Social Association**

•Pakistan Social Association will facilitate in the formation of youth group ( 15-29 age) with focus on youth, associated with E-Village Project.

•Pakistan Social Association would be referred in case of any social issue in the area. The already available computer center/lab established by the PSA would be used for the activities under the project.

## **3. Termination**

- a) Termination of this agreement can be by mutual consent provided in writing by both parties by giving 15 (fifteen) days notice.
  - b) Upon completion of activities covered herein to the satisfaction of both parties, this agreement shall be terminated automatically.
  - c) The MOU shall be subject to adequate funding availability from Plan.
4. This MOU may be amended with the mutual agreement in writing of both the Parties.
  5. The above mentioned support does not create any obligation, legal, financial or otherwise, to any person claiming entitlement to compensation or any other remedies related to personal injury, economic harm or otherwise.
  6. If applicable, Plan at no point of time shall be responsible in any manner whatsoever for any destruction caused to the facilities constructed pursuant to this MOU as a consequence of acts of Allah, or for reasons beyond its control, including but not limited to, fire, earthquake, war, or civil disturbance, or other casualty resulting during or after construction.
  7. shall publicly extend credit to Plan and its support of the project by the use of Plan's name and or logo in conduction with that of in all written, verbal, written and electronic communication, including without limitation stationery, banners, reports, publications, pamphlets and media events. Any exception to this must be agreed in writing by Plan.
  8. Except as may be otherwise provided in this MOU, shall protect, defend, indemnify and save Plan harmless from and against all costs, expenses, claims, demands and causes of action, of every kind and character, without limitation, and without regard to the cause or causes thereof, on account of, but not limited to, bodily injury, or death, and/ or damage to, destruction of or loss of the property.
  9. Any dispute arising out of or related to this MOU, shall be settled by reference to arbitration of two arbitrators, one to be appointed by each Party, and in case of

disagreement between them, to the arbitration of an umpire who shall be appointed by the said two arbitrators. The venue of such arbitration shall be Islamabad or any other city in Pakistan to be mutually agreed by the Parties, and the proceedings thereof shall be governed by the Arbitration Act.

10. Furthermore, understands that Plan's responsibilities and liabilities are limited to the extent outlined in this MOU and shall at no point of time will be understood to go beyond the same

11. This MOU shall come into force from the date of signing and shall continue until April, 30<sup>th</sup>, 2011, unless terminated by either party as above.

**IN WITNESS WHEREOF**, the Parties have executed this MOU as of the 15<sup>th</sup> July 2011.

<b>Signature</b>	<b>Signature</b>
<b>Mr. Haider W. Yaqub</b> Country Director Plan Pakistan	<b>Ms Zareen Ammar</b> <b>President</b> <b>Pakistan Social Association</b>
Witnessed:	Witnessed: