



MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

LEGAL AID SOCIETY (hereinafter referred to as LAS)

AND

NATIONAL COMMISSION FOR HUMAN RIGHTS (hereinafter referred to as NCHR)

21st NOVEMBER 2023



FOR PARTNERING AS ADVOCACY PARTNER ON PROJECT TITLED “PROTECTING AND PROMOTING RELIGIOUS FREEDOM IN PAKISTAN” (this “Memorandum of Understanding”) is made

BETWEEN:

“LEGAL AID SOCIETY,” a Society registered under the Societies Registration Act 1860 on 19th November 2013 with registration number KAR. No. 058 of 2013-14, operating under and through its authorized representative and Chairperson, Justice (Retd.) Nasir Aslam Zahid (hereinafter: “LAS”) with its Head Office at Finance & Trade Center (FTC), 1st Floor, Block C, Shahrah e Faisal, Karachi Cantonment, Karachi, Sindh, Pakistan

AND:

“NATIONAL COMMISSION FOR HUMAN RIGHTS” (hereinafter referred to as “NCHR”), an independent organization established under the NCHR Act 2012, operating under and through its authorized representative and Chairperson Rabiya Javeri, with the primary objective of protecting, promoting and defending human rights in Pakistan, with its office at 5th Floor Evacuee Trust Complex F-5/1, Agha Khan Road, Islamabad, Pakistan

1. INTERPRETATION

1.1. As used in this MOU, unless otherwise specified or the context otherwise requires, the following definitions shall apply:

“Confidential Information” means the terms and existence of this MOU, all negotiations between the Parties on the matters referred to in this MOU, and any information (whether or not recorded in documentary form or stored on any magnetic or optical disk or memory) relating to the products, affairs, and finances of both Parties for the time being confidential and organizational secrets including, without limitation, technical data and know-how relating to the organizations or any of their contacts.

“Effective Date” means the date of this MOU.

“Parties” refers to both parties engaged under the MOU i.e. LAS and NCHR.

2. PURPOSE AND NATURE OF AGREEMENT

2.1. Subject to the terms and conditions of this MOU, LAS and NCHR undertake to collaborate for research, capacity building, training and advocacy engagements as part of LAS’s project on “Protecting and Promoting Religious Freedom in Pakistan”

2.2. For the purposes of jointly cooperating in relation to the scope of this MOU,

2.2.1. LAS undertakes:

- a) Provision of technical, research and strategic support in ensuring the execution of activities;
- b) Leading all training and capacity-building engagements including creation of evaluation tools to gauge performance of trained investigators, prosecutors, Judges, and Lawyers, conducted through quarterly performance assessments and User Satisfaction Surveys;
- c) Leading all monitoring and evaluation initiatives, with the aim of evaluating the impact of capacity-building initiatives on the investigation and management of Forced Conversion/Marriages (FCM) cases by Justice Sector Actors;

- d) Conducting a gap-analysis aimed at understanding challenges within the CJS and lead the development of a response-framework aimed at mitigation and provision of extended support ;
- e) Provision of training venues, consultants, and stationery for the training workshops and

2.2.2. NCHR undertakes:

- a) Conducting research on identifying drivers of Forced Conversion/Marriage and its cross-dimensional impact on communities;
- b) Providing legal advice through NCHR legal officers in Punjab to RMCs through undertaking cases or connecting to grievance redressal mechanisms i.e. Ombudsperson;
- c) Drafting a policy brief highlighting Islamic perspectives on Forced Conversion, Child Marriage, and International practices on conversion;
- d) Provision of technical support in the organization of trainings with prosecutors and lawyers in Sindh and Punjab to improve standards of litigation provided in cases of FC violations ;
- e) Provision of support for trainings with specialized investigation officers in Sindh on investigation protocols and standards for FC violations;
- f) Supporting in the conducting of a series of workshops with Judges in Sindh and Punjab on case proceedings and standards pertaining to FC;
- g) Conducting a series of advocacy roundtables held in Sindh and Punjab with Government departments, Policy Makers, and Activists on understanding systemic gaps and procedural issues ;
- h) Co-organizing a National Conference to launch the Response Framework and Gap Analysis report with LAS and
- i) Spearheading a cross-cutting mass media campaign launched for inclusive messaging across widespread demographics.

2.2.3. The logos of NCHR and LAS will be used on any information material developed for the training sessions.

2.2.4. LAS and NCHR will arrange media coverage at events jointly organized by the Parties.

2.2.5. Both parties will, in good faith, support each other's efforts to build the capacity of Justice Sector Actors.

2.3. This MOU shall take effect from 21st November 2023 and shall remain valid for 22 months unless terminated by either party by giving 3 months' notice in writing to the other without assigning any reasons.

3. IMPLEMENTATION OF ACTIVITIES UNDER A SUB-CONTRACT AGREEMENT

Implementation of the aforementioned shall take place under a sub-contract agreement to be signed on the 15th of December, as per the agreed terms and conditions for the execution of the agreed upon activities

4. CONFIDENTIALITY

4.1. Neither Party shall at any time, either during the continuance of or after the termination of this MOU, use, disclose, or communicate any Confidential Information or disclose the existence and/or terms of this MOU to any person other than to the Parties' respective directors, officers, duly authorized representatives, advisors, agents or employees, except as authorized in writing by the other Party or as ordered by a court of competent jurisdiction. A Party shall not be in breach of these provisions if information becomes public (other than as a result of a breach by such Party) or is otherwise received by such Party through independent sources.

5. GOVERNING LAW AND DISPUTE RESOLUTION

5.1. This MOU and the relationship between the Parties shall be governed by and construed following the laws of Pakistan. Any dispute between the Parties arising out of the formation, performance, interpretation, termination, or invalidation of this MOU, arising therefrom or relating thereto in any manner whatsoever, shall be resolved through mediation in the first instance and, if unsuccessful, will be settled by the courts of Karachi.

5.2. **Extension of Agreement:** The MOU may be extended provided the parties agree upon and can provide the necessary resources.

5.3. **Termination of MOU:** This MOU may be terminated at any time with immediate effect by serving written notice from either side. Otherwise, the MOU will be terminated at the end of its duration unless it has been revised before the last expiration date through writing.

5.4. The terms and provisions in this MOU also apply to any subsequent Addendum to this agreement.

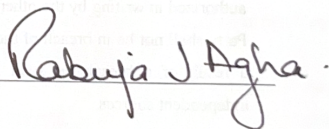
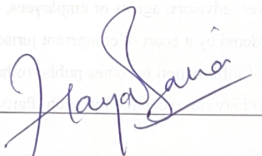
6. SIGNATURES

In witness of which, the parties to this MOU through their duly authorized representatives have executed this MOU in Karachi, on 21st November 2023 and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

For and on behalf of LAS

For and on behalf of the National
Commission for Human Rights



Haya Emaan Zahid,

Rabiya Javeri Agha

CEO, Legal Aid Society

Chairperson, NCHR

Date: 21/11/23

Date: 21, Nov - 2023