



MEMORANDUM OF UNDERSTANDING

BETWEEN:

**National Commission for Human Rights Khyber Pakhtunkhwa (NCHR KP) – Peshawar Office
Room#221, 1st Floor Benevolent Fund Building, Saddar Road, Peshawar
091-9211472**

AND:

**The Awakening
Near Royal Campus, Saidu Sharif, Swat, Khyber Pakhtunkhwa
0946-722072 / 03319915195**

DATE: 12 February 2024

1. BACKGROUND:

Introduction:

This section provides an introduction to the Memorandum of Understanding (MoU) between the National Commission for Human Rights Khyber Pakhtunkhwa (NCHR KP) and The Awakening. It sets the context for the collaborative agreement and outlines the purpose of the partnership.

Purpose of Collaboration:

The parties acknowledge that the MoU is established to formalize a collaborative framework aimed at the protection and promotion of human rights, with a particular focus on Human Rights Defenders, survivors of sexual and gender-based violence, religious minorities, transgender community, persons with disabilities and vulnerable communities in Khyber Pakhtunkhwa province. The collaboration involves joint efforts to address human rights violations, raise awareness, provide legal aid services, engage with authorities, and share knowledge and research.

Special Focus Areas:

The MoU emphasizes a special focus on vulnerable communities, including women, girls, religious minorities, and transgender individuals, in line with the mandates of both NCHR and The Awakening.

2. OBJECTIVES:

To jointly address human rights violations:

Both NCHR and The Awakening commit to working together to address reported human rights abuses. This includes cases that disproportionately impact vulnerable communities, such as women, girls, religious minorities, and transgender individuals. The collaborative efforts will involve conducting thorough investigations, gathering evidence, and taking appropriate actions to address and rectify human rights violations as per NCHR mandate.



To promote awareness and advocacy:

The parties agree to combine their efforts in raising awareness about human rights issues, with a particular focus on vulnerable populations. Joint awareness campaigns will be organized to educate communities about their rights, the prevalence of human rights violations, and avenues for seeking assistance. Additionally, both organizations will collaborate on advocacy initiatives aimed at influencing policies, legislations, and public opinion to promote a more rights-conscious and inclusive society.

To strengthen legal aid services:

NCHR and The Awakening will work together to strengthen legal aid services, ensuring that victims and survivors of human rights abuses, especially women and marginalized communities, receive timely and effective legal assistance. This collaboration may involve sharing resources, expertise, and establishing mechanisms for immediate response and long-term rehabilitation for those affected.

To engage with relevant authorities:

The parties commit to collaborate in engagements with government bodies, judicial entities, and other stakeholders. The objective is to actively contribute to the formulation and implementation of policies that protect and promote human rights. This includes participating in dialogues, consultations, and other forums to advocate for the rights of vulnerable communities and address systemic issues contributing to human rights violations.

To share knowledge and research:

Both organizations will establish channels for the exchange of knowledge, research findings, and reports related to human rights issues. The parties agree to collaborate on research initiatives and share information that contributes to evidence-based advocacy and policy recommendations.

3. RESPONSIBILITIES:

a. National Commission for Human Rights (NCHR):

Expertise and Technical Assistance:

NCHR commits to providing its expertise and technical assistance to support investigations into human rights violations. This involves sharing knowledge, best practices, and leveraging NCHR's experience in the field to enhance the effectiveness of collaborative efforts.

Support for Awareness Campaigns and Advocacy:

NCHR agrees to actively support awareness campaigns and advocacy initiatives initiated by The Awakening. This may include providing subject matter experts, collaborating on content creation, and participating in events aimed at raising awareness on human rights issues.

b. The Awakening:

Active Support in Investigations:



The Awakening pledges to give assistance to NCHR during investigations into Human Right cases, and will work in collaboration with NCHR to gather information, conduct fieldwork, and contribute to the resolution of reported human rights abuses. This involves sharing relevant data (if required) and information to strengthen the investigative process.

Contribution to Awareness Campaigns and Advocacy:

The Awakening takes responsibility for organizing and leading awareness campaigns and advocacy efforts. This includes developing campaign materials, organizing events, and leveraging its networks to amplify the impact of advocacy initiatives. The organization will keep NCHR informed and engaged in these activities.

Joint Working Committee (JWC):

Both parties acknowledge the importance of establishing a Joint Working Committee (JWC) to oversee the implementation of collaborative initiatives. The JWC will serve as a platform for regular communication, coordination, and decision-making. It will comprise representatives from both NCHR and The Awakening, ensuring a balanced and cooperative approach to achieving the outlined objectives.

4. IMPLEMENTATION:

Joint Working Committee (JWC):

The parties recognize the need to establish a Joint Working Committee (JWC) to oversee the implementation of collaborative initiatives. The JWC will be composed of representatives from both NCHR/ KP and The Awakening. The Committee will be headed by Coordinator NCHR/KP. The responsibilities of the JWC include:

- Regularly reviewing the progress of joint activities and initiatives.
- Identifying challenges and proposing solutions for effective collaboration.
- Facilitating communication and coordination between the two organizations.
- Ensuring that the objectives outlined in the MoU are met in a timely and satisfactory manner.
- The JWC will convene regular meetings, at least quarterly, to assess the status of ongoing projects, address emerging issues, and strategize on future actions.

Monitoring and Evaluation:

NCHR KP and The Awakening commit to establishing a monitoring and evaluation framework to assess the impact of their collaborative efforts. This involves:

- Setting measurable indicators to evaluate the success of joint initiatives.
- Conducting periodic evaluations to assess the effectiveness of implemented projects.
- Making adjustments to strategies or activities based on the findings of the evaluations.
- Both parties will collaborate in generating reports on the progress and impact of their joint activities. These reports will be shared with the JWC and made available to relevant stakeholders, as deemed appropriate.

Communication Protocols:

The parties will establish clear communication protocols to ensure effective and transparent exchange of information. This includes regular updates on project developments, sharing of relevant data and reports, and prompt notification of any challenges or changes in circumstances that may affect the collaboration.

The designated representatives from NCHR and The Awakening will maintain open lines of communication, and any urgent matters will be addressed promptly through agreed-upon channels.

Financial and Resource Responsibilities:

The parties will outline the financial and resource responsibilities for each joint initiative. This may involve the allocation of funds, staff, and equipment based on the specific requirements of the project. However, due to NCHR, limitations in finances and resource constrains, NCHR's limitations would be appreciated before launching such project/initiative. Clear guidelines on budgeting, expenses, and resource-sharing will be established to avoid misunderstandings.

Both parties commit to leveraging their respective resources to contribute to the success of joint initiatives. This may include sharing facilities, expertise, and any other resources that are mutually beneficial.

5. DURATION:

Commencement Date:

The MoU shall come into effect on Feb 12, 2024, marking the official commencement of the collaborative efforts between NCHR and The Awakening.

Validity Period:

The initial validity period of this MoU shall be 02 year, during which the parties commit to actively and diligently pursue the outlined objectives. The initial duration can be subject to renewal by mutual agreement between NCHR and The Awakening.

Renewal Process:

The parties may initiate discussions on renewing the MoU before its expiration. The decision to renew shall be based on the mutual agreement of both parties and may involve an assessment of the outcomes and impact achieved during the initial period.

Termination Notice:

Either party has the right to terminate this MoU by providing written notice to the other party at least 30 days before the intended termination date. The termination notice should clearly state the reasons for termination and any necessary arrangements for the conclusion of ongoing activities.

Completion of Ongoing Activities:

In the event of termination, both parties agree to work collaboratively to ensure the completion of ongoing activities, projects, or initiatives as outlined in the MoU. This includes a smooth transition of responsibilities and the transfer of relevant information.



6. CONFIDENTIALITY:

Scope of Confidentiality:

Both NCHR and The Awakening recognize the sensitivity of information exchanged during the collaboration. Confidential information encompasses, but is not limited to, investigative findings, research data, strategic plans, and any other proprietary or classified information shared between the parties.

Obligation to Maintain Confidentiality:

Both parties commit to treating confidential information with the utmost care and confidentiality. They agree not to disclose, reproduce, or use such information for any purpose other than the intended collaborative activities outlined in this MoU.

Third-Party Disclosure:

Confidential information shared between NCHR and The Awakening shall not be disclosed to any third party without the prior written consent of the originating party. Exceptions to this rule may apply when disclosure is required by law or court order.

Internal Disclosure within Organizations:

Both parties may share confidential information within their respective organizations on a need-to-know basis, ensuring that employees or representatives with access to such information are aware of and bound by the confidentiality obligations outlined in this MoU.

Duration of Confidentiality Obligation:

The confidentiality obligations outlined in this MoU shall continue beyond the termination or expiration of this agreement. Both parties agree to uphold these obligations for a reasonable duration to protect the interests and privacy of the parties involved.

Exceptions to Confidentiality:

Confidentiality obligations shall not apply to information that is publicly available or becomes publicly available without a breach of this MoU. Additionally, information may be disclosed if both parties agree in writing or if required by law.

Return or Destruction of Confidential Information:

Upon termination or expiration of this MoU, both parties agree to promptly return or, at the request of the originating party, destroy all copies of confidential information received during the collaboration.

Dispute Resolution in Confidentiality Matters:

In the event of a dispute related to the confidentiality provisions, the parties commit to resolving the matter amicably through negotiation or, if necessary, through alternative dispute resolution methods such as mediation.

7. AMENDMENTS:

Mutual Agreement for Amendments:



Any amendments or modifications to this Memorandum of Understanding (MoU) shall be made in writing and require the mutual agreement of both parties. Proposed amendments should be communicated in advance, and discussions shall be initiated to reach a consensus on the changes.

Scope of Amendments:

Amendments may include adjustments to the objectives, responsibilities, or any other provisions outlined in the MoU. The parties agree to consider amendments that contribute to the effectiveness and relevance of the collaboration.

Notification and Documentation:

In the event of an agreement on amendments, both NCHR and The Awakening shall promptly notify their respective authorized representatives. The agreed-upon amendments shall be documented in writing and attached as an annexure to this MoU for reference.

Implementation of Amendments:

The amended provisions shall come into effect on the date agreed upon by both parties. Both NCHR and The Awakening commit to implementing the amended terms in good faith and in accordance with the revised provisions.

Recording Amendments:

The parties will maintain accurate records of all amendments made to the MoU. These records will be accessible to authorized representatives and included in the official documentation of the collaboration.

Regular Review for Potential Amendments:

Both parties acknowledge the dynamic nature of collaborative efforts and commit to conducting regular reviews of the MoU to assess its relevance and effectiveness. These reviews may serve as opportunities to propose and discuss potential amendments based on changing circumstances.

8. TERMINATION:

Termination Notice:

Either party may terminate this Memorandum of Understanding (MoU) by providing a written notice to the other party at least 30 days before the intended termination date. The termination notice should clearly state the reasons for termination and any necessary arrangements for the conclusion of ongoing activities.

Completion of Ongoing Activities:

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Final Reports and Documentation:



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Final Reports and Documentation:





Upon termination, both NCHR and The Awakening commit to preparing and exchanging final reports on the collaborative activities conducted during the duration of the MoU. These reports will detail the outcomes, achievements, and challenges faced.

Handling of Confidential Information:

Termination of the MoU does not release either party from the obligations outlined in Section 6 (Confidentiality). Both parties agree to continue to uphold the confidentiality of information exchanged during the collaboration even after termination.

Settlement of Outstanding Matters:

Both parties commit to settling any outstanding matters or obligations before the effective date of termination. This includes the resolution of financial arrangements, the return or disposal of shared resources, and any other relevant issues.

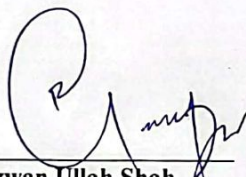
Post-Termination Cooperation:

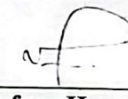
While the formal collaboration under the MoU ceases upon termination, both NCHR and The Awakening express their willingness to explore potential areas of continued cooperation in the future. This may involve exploring new projects, initiatives, or partnerships based on mutual interests.

IN WITNESS THEREOF, the Parties have caused this MoU to be executed by their duly authorized representatives.

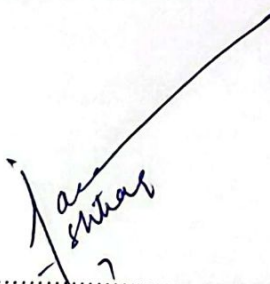
Signed by
NCHR, Peshawar


Signed by
"The Awakening", Swat


Rizwan Ullah Shah
Coordinator NCHR KP


Erfaan Hussein Babak
Director

Witnesses


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NCHR KP Peshawar


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"The Awakening"