



Section Officer (INGOs/NGOs)  
Phone: 051-9216821

Islamabad, the 25<sup>th</sup> October, 2023

SUBJECT:- **SIGNING OF MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN GOVERNMENT OF PAKISTAN AND M/S CENTER FOR GOVERNANCE AND PUBLIC ACCOUNTABILITY**

Dear Sir,

This is to inform you that that the Government of Pakistan is pleased to register and sign MoU with M/S **Center for Governance and Public Accountability** for a period upto **30<sup>th</sup> April, 2024** for the project "**Improving Local Governance in Khyber Pakhtunkhwa**" located in **KPK** with the following conditions;

- i. Annual Action Plan (APA) of every new Activity/Project involving foreign funding will be required to be submitted to EAD along with the Project and Financing Agreement with the Donor/INGO well in time before commencing the project
  - ii. Organization will seek concurrence of EAD if it changes its thematic area of working and expands geographical location of its activities other than that given in the signed MoU.
  - iii. Organization will work with registered INGOs.
  - iv. Not to use controversial terms like "Peace & Conflict Resolution, IDPs etc in your annual reports or any other Documents/Correspondence/Agreements.
  - v. Organization will not employ any individual of Indian and Israeli nationality/origin.
  - vi. The organization will declare to the Government all foreign contributions, along with the terms and conditions of those contributions, as well as details of all bank accounts maintained by it. The organization will maintain accounts under internationally recognized accounting standards, get these accounts audited on an annual basis by a registered Chartered Accountancy firm and will provide to the Government a copy of the audited annual statements, alongwith a certificate from the Auditors to the effect that the foreign contributions have been utilized for the objectives of the organization as specified in the MOU.
  - vii. Organization shall receive foreign contributions through banking channel only. However, while doing so, it will have to comply with the Anti Money Laundering and other relevant rules as per applicable in Pakistan
  - viii. Limit your work to concrete socio-economic activities.
  - ix. **NGO will not indulge in any advocacy related activity during project execution.**
  - x. **NOC for current project only; completion report will be forwarded by NGO to EAD.**
  - xi. **No deviation from stated project and location without security clearance from EAD.**
2. Duly signed MoU, in original, is enclosed herewith.
- With regards,

**Mr. Muhammad Anwar**  
Executive Director  
M/S Center for Governance and Public Accountability (CGPA)  
Office 402, Block C, City tower, University Road  
**Peshawar**

  
(Muhammad Bilal Ahmed)

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF PAKISTAN**  
**AND**  
**Centre for Governance and Public Accountability**

This MOU is made between the Government of Pakistan through the **Economic Affairs Division**, (here in after referred to as "the Government") and **Centre for Governance and Public Accountability** (here in after referred to as "the Organization"), a not-for-profit organization registered under (law) at address 402, Block C, City Towers, University Road, Peshawar, Pakistan.

Whereas the Organization **Centre for Governance and Public Accountability** desires to undertake work for the project (s) "**Improving Local Governance in Khyber Pakhtunkhwa**" for this purpose has submitted an application for registration accompanied by requisite documentary information.

Now, the Government is pleased to allow the organization to carry out its work on the following conditions:-

1. This MOU shall be governed by the laws and policies of the Government of Pakistan.

2. **The Government may:**

2.1. Allow **Centre for Governance and Public Accountability** to receive foreign contributions including funds, materials and services, emanating from declared sources, through legal channels, subject to reporting requirements.

2.2. Allow **Centre for Governance and Public Accountability** to open, maintain and operate accounts for the execution of its work.

*Provided that for opening and operating foreign currency accounts, the **Centre for Governance and Public Accountability** shall seek permission of the State Bank of Pakistan, under the applicable law and rules;*

2.3. Allow **Centre for Governance and Public Accountability** to maintain its offices at Peshawar and Islamabad and to open other offices, if required with the prior written approval of the Government, subject to the concurrence of the Provincial Government /local government and compliance with applicable law/ rules.

3. **Import/Tax Regulations**

3.1. **Centre for Governance and Public Accountability** may avail 100% tax credit subject to the provisions of the Section-100C and approval of the Commissioner Inland Revenue concerned, under Section 2(36) of the Income Tax Ordinance 2001.

4. **Obligations of the Organization**

The Organization shall:-

4.1. Use funds, materials and services received by it as a foreign contribution or foreign economic assistance from declared sources, through legal channels, for its specified work, and provide to the Government every six months complete information regarding the flow of such funds, materials and services and when required by the Government.

4.2. Obtain prior concurrence of the Government for any additional funding or a different source of funding other than that specified by the **Centre for**

**Accountability** are not being pursued.

2.1.4. False, incomplete or misleading information has been furnished to the Government.

2.1.5. No reasonable activity has been undertaken by the **Centre for Governance and Public Accountability** for a period of one year after the signing of this MOU.

2.1.6. The **Centre for Governance and Public Accountability** has ceased to exist.

2.2. In case of termination of this MOU, the registration of the **Centre for Governance and Public Accountability** will stand cancelled, and it shall cease all its activities forth with.

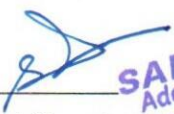
6. The **Centre for Governance and Public Accountability** may file a written request for cancelation of its registration and closing of its activities with 3 months prior notice to the Government for its approval and clearance in accordance with the laid down procedure.

#### 7. Entry into Force and Duration of MOU


This MOU shall enter into force on the date of signatures and shall remain valid up to 30-04-2024.

In witness where of, the undersigned representatives, duly authorized by the Government and the **Centre for Governance and Public Accountability**, have signed this Memorandum of Understanding.

Done at Islamabad, on this 25<sup>th</sup> day of October 2023, in the English language in two originals, the signatories to retain a copy each

  
**SAMAR IHSAN**  
Additional Secretary  
Ministry of Economic Affairs  
Government of Pakistan  
Islamabad

Additional Secretary  
For the Government of the  
Islamic Republic of Pakistan

  
Muhammad Anwar  
Executive Director  
Centre for Governance and Public  
Accountability