

**Memorandum of Understanding
Between
M/S Center for Governance and Public Accountability
and
Local Government Elections and Rural Development Department,
Government of Khyber Pakhtunkhwa**

This Memorandum of Understanding (the "MOU") is made at Peshawar on 1st of March 2022:

by and between;

Center for Governance and Public Accountability, a firm under the laws of Pakistan, having its registered address at 402, Block C, City Towers, University Road, Peshawar, Pakistan, (hereinafter referred to as "CGPA" which expression shall be deemed to mean and include its administrators, authorized representatives, successors-in-interest and permitted assigns) of the One Part

AND

Local Government Elections and Rural Development Department The Local Government Elections and Rural Development Department is a department of the Government of Khyber Pakhtunkhwa primarily engaged in the matters connected with the establishment and strengthening of local governments, municipal services, and local developmental authorities (hereinafter referred to as "LGE&RDD" which expression shall be deemed to mean and include its administrators, authorized representatives, successors-in-interest, and permitted assigns) of the Other Part;

LGE&RDD and CGPA shall, wherever the context so permits, be individually referred to as Party and collectively as Parties

WHEREAS:

- A. LGE&RDD is a government entity operating as a body for managing affairs connected with the establishment and strengthening of local governments and allied institutions within the territorial jurisdiction of Khyber Pakhtunkhwa.
- B. CGPA is a not-for-profit, non-governmental, non-partisan, civil society organization working for the promotion of public accountability and good governance. CGPA was established in 2011, and registered in January 2012 under the Societies Registration Act, 1860.
- C. CGPA has agreed to partner with LGE&RDD to provide services to Sub-National Governance Programme II (or SNG-II which is funded by the UK Foreign Commonwealth and Development Office) for their ICF Grant implementation of a pilot project in the space of establishing online civic services.
- D. The Parties wish to enter into collaboration and have agreed to enter into this MOU on the terms and conditions detailed hereinbelow.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed by and between LGE&RDD and CGPA as under:

1. PURPOSE:

The Parties wish to establish collaboration for the project delivery purposes and provide the best cost-effective services to SNG-II. CGPA and LGE&RDD shall jointly provide their service for the establishment of online civic services centers in the select local governments and field formations of the LGE&RDD. LGE&RDD will provide a focal person to help guide CGPA on the different services and processes of LGE&RDD.

2. PARTIES' OBLIGATIONS:

LGE&RDD and CGPA have the following obligations under this MOU:

- a) CGPA will be responsible for providing the technology roadmap for the delivery of the pilot under the ICF Grant by SNG-II.
- b) CGPA will arrange monthly meetings for all stakeholders to take stock of the implementation of the pilot under the ICF Grant by SNG-II.
- c) LGE&RDD will attend the monthly meetings and will ensure participation of relevant stakeholders.
- d) CGPA will be providing a dedicated team for the delivery of the project/pilot.

While

- e) LGE&RDD will provide a focal person to help in guiding and facilitating CGPA on functions, organizational structures, and processes to help establish the online civic services center.

3. POINTS OF CONTACT:

Center for Governance and Public Accountability	Local Government Elections and Rural Development Department, Khyber Pakhtunkhwa
Muhammad Anwar, Executive Director Center for Governance and Public Accountability manwar@c-gpa.org	Deputy Director IT, Local Government Elections and Rural Development Department, Khyber Pakhtunkhwa 091-9214067

4. TERM:

The term of this MOU is for the duration of the SNG-II pilot. This MOU may be terminated at any time by either Party for any reason upon written notice to the non-terminating Party.

5. SETTLEMENT OF DISPUTES:

In case of any disagreement or issue that may come up between the Parties touching upon the terms and conditions contained in this MOU, the Parties shall make best efforts to mutually discuss and resolve the issue.

6. RELATIONSHIP OF THE PARTIES:

The Parties herein are independent entities, with this MOU providing an understanding and context to voluntary cooperation. This MOU does not create any agency, partnership, joint venture, or any other business relationship between the Parties.

7. GOVERNING LAW & JURISDICTION:

This MOU shall be governed by and construed under the laws of Pakistan and the courts shall have exclusive jurisdiction to adjudicate upon any dispute, claim, or controversy arising out of or in relations to this MOU, or the breach, termination, or invalidity thereof.

9. ENTIRE UNDERSTANDING:

This MOU constitutes the entire understanding of the Parties of matters contemplated hereunder at this time. The Parties signing the MOU intend that any implementing contract or other agreement entered between by the Parties subsequent hereto shall supersede and preempt any conflicting provision in this MOU.

10.SCOPE OF WORK:

The following tasks shall be performed by CGPA while the LGE&RDD will facilitate in acquiring data, coordinating with officials and government agencies, both external and internal including field formations and local government, and on field support with respect to activities ancillary in establishing online civic services center. Role of LGE&RDD further explained in RASCI matrix below:

- i. Requirements Gathering and Scoping
- ii. Webapp design completed
- iii. System setup
- iv. Solution design completed
- v. System tested by the relevant LG officials
- vi. Citizen App and admin management completed
- vii. System Launched
- viii. User Manual Developed
- ix. Officials of select TMAs and LGERD Department trained
- x. Results from system implementation analyzed
- xi. Continuing handholding and issue management
- xii. System Handover

11. Roles & Responsibility Matrix:

As described above, the CGPA has the complete end-to-end responsibility for what is agreed within the scope of the Contract. The below RASCI matrix shall guide in identification of responsiveness, accountability, and mutual consultation for rendering the services described under the scope section of this MOU.

The following codes are used:

R = Responsible The person who is ultimately responsible for delivering the project and/or task successfully.

A = Accountable The person who has ultimate accountability and authority; they are the person to whom "R" is accountable.

S = Supportive The person or team of individuals who are needed to do "the real work."

C = Consulted Someone whose input adds value and/or buy-in is essential for ultimate implementation.

I = Informed The person or groups of individuals who need to be notified of results or actions taken but don't need to be involved in the decision-making process.

LGE&RDD expects to get insight into all tasks performed and expects to be informed on any activity on request.

Where LGE&RDD is made responsible or consulting for any task, the CGPA shall specify the scope of that task either in this RASCI (below table) or Any other Annex.

Activity / Task Description	Role of LGE&RDD	Role of CGPA
Requirements Gathering and Scoping	SCI	RA
Webapp design completed	CI	RA
System setup	CI	RA
Solution design completed	CI	RA
System tested by the relevant LG officials	CI	RA
Citizen App and admin management completed	CI	RA
System Launched	RSCI	S
User Manual Developed	CI	RA
Officials of select TMAs and LGERD Department trained	SCI	RA
Results from system implementation analyzed	SC	RA
Continuing handholding and issue management	CI	RA
System Handover	SC	R
Liaison/coordination with internal and external government entities and instructions to field offices	RA	CI
Hosting of the database and software system on the KP Data Center	RA	CI

12. Pilot Tehsils:

The project shall be pilot implemented in Tehsil Hangu (District Hangu) and Tehsil Swabi (District Swabi).

13. Project Technical Committee:

The Project Technical Committee shall comprise of the following:

- | | |
|---|------------|
| a. Deputy Director IT – LGE&RDD Secretariate | : Chairman |
| b. Deputy Director Technical – Directorate General(LGE&RDD) | : Member |
| c. Assistant Engineer – Local Council Board (LGE&RDD) | : Member |
| d. Advisor ICF, Sub-National Governance Programme-II | : Member |

The Project Technical Committee shall review and approve the outputs/deliverables of the project.

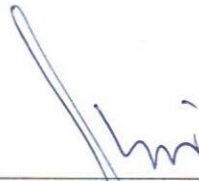
BY:



Muhammad Anwar
Center for Governance and Public
Accountability, Peshawar

EXECUTIVE DIRECTOR

March 1 , 2022



Shakir Ullah
Local Government Elections and
Rural Development Department
Khyber Pakhtunkhwa, Peshawar

DEPUTY DIRECTOR IT

March 1, 2022

