

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MOU) is entered into by and between:

Sarhad Chamber of Commerce and Industry (SCCI);

And

Centre for Governance and Public Accountability (CGPA)

SCCI and CGPA are hereinafter individually referred to as a "Party" and collectively as the "Parties".

PREAMBLE

WHEREAS:

- A. SCCI is a Registered Chamber of business firms based in Peshawar. It is engaged in advocacy initiatives on business expansion, fiscal issues and trade enhancement. The chamber is also involved in arranging international linkages, trade exhibitions and fairs for the business development of its members.
- B. CGPA is non-government, non-political civil society organizations working for promotion of good governance, right to information, active citizenry and civic education.

NOW THEREFORE, the parties hereto hereby agree as follows:

SECTION 1: Scope and purpose

This MoU is part of the project period titled 'Mobilizing Economic Reforms to Keep Critical Space Open in Khyber Pakhtunkhwa Province'. The project seeks to provide technical support in facilitating local economic development through the establishment of **Economic Development Unit (EDU)** and development of Peshawar's Prosperity Five Year Plan (PP5P), among others. The EDU will serve as knowledge, reform planning and innovation hub. CGPA, in consultation with the Chamber will reach out to Peshawar Women's Chamber, Peshawar Chamber of Small Traders and Small Industries as well as the KP chapters of the national Markazi Tanzeem, Industrialist's Association, and Pakistan Contractor Association among others to join the EDU. Once established, CGPA will work directly with the Peshawar EDU to develop the **Peshawar EDU strategy document**, which will serve as a guiding document ensuring the EDU's sustainability beyond this project.

Under the banner of the Peshawar EDU, CGPA will also facilitate the development of the **Peshawar Prosperity Vision Statement** and the **Peshawar Prosperity Five Year Plan (PP5P)**. Through a combination of 11 public-private stakeholder consultations and on-going desk research, CGPA will engage Peshawar's micro, small and medium-sized enterprises (MSMEs) community, formal and informal businesses, the Capital Metropolitan Government Peshawar, KP legislature and civil society to explore Peshawar's potential for becoming a vibrant and sustainable market for inclusive economic growth. In the first three months of the program, CGPA will facilitate monthly public-private stakeholder consultations to develop the vision statement, followed by the development of the detailed five-year plan. The PP5P will be a five-year economic reforms and consensus building roadmap to move Peshawar towards the future envisioned in the Vision Statement. It will outline a roadmap for strategic planning, business retention and expansion, entrepreneurship, innovation and workforce development in Peshawar. The PP5P recommendations will be realistic and pragmatic and will include a maximum of 10 priority policy reforms over the five-year plan.

To further enrich the PP5P, CGPA will conduct an in-depth study on the '**Key Barriers to Start, Formalize and Grow a Business in Peshawar**'. Based on literature review and up to four Focus Group Discussions (FGD) with private sector representatives from the MSME community as well as one-on-one interviews, a detailed **policy paper** and a simple and concise **policy brief** will be developed. The recommendations and other findings of the study will be incorporated as evidence to support the final PP5P. Both outputs will be shared directly with appropriate government officials, the media, all private sector stakeholders participating in the EDU.

To achieve the project objectives, it is critical that SCCI and CGPA enter into partnership through an MOU. The broad scope of the MoU will be as follow:

1. The scope of this MOU is to provide framework of cooperation within which the parties shall collaborate to undertake activities for Local Economic Development of Peshawar.
2. The collaboration between the parties will be implemented with a focus on enhancing economic competitiveness of Peshawar.
3. The primary objective of the collaboration is
 - a. 'To support market-oriented think-tanks and civil society in advancing solutions to challenges of governance and local economic development in the province of KP'.

4. The parties agree that this MoU and any work-plan agreed to hereunder are neither fiscal nor funding obligation documents.
5. The parties may exchange information and consult each other, as necessary and appropriate, in the interest of identifying additional areas in which effective and practical cooperation may be possible as means of carrying out joint activities and programme within the framework of this MoU.

Section II: **Specific Roles and Responsibilities of the Parties**

6. Specific Responsibilities of the CGPA are as follow:
 - a. Establishment of Economic Development Unit (EDU)
 - b. Provide staff support for operationalization of EDU'
 - c. Deliver on the proposed functions as envisaged in this MOU, for EDU;
 - d. Coordinate with government agencies and other institutions for the smooth functioning of EDU;
 - e. Carryout research as envisages for the strategy and Peshawar Prosperity five Years Plan (PP5P)
 - f. Organize and conduct Public Private Dialogues (PPDs)
7. Specific responsibilities of the **Sarhad Chamber of Commerce and Industry** are as follow:
 - a. Facilitate EDU in the conduct of its functions, as described in the MOU.
 - b. Allow utilization of SCCI facilities, with the consent of SCCI management for focus group discussions and other events of the project.
 - c. Facilitate and participate in Public Private Dialogues, arranged under the ambit of EDU
 - d. Help facilitate in the development of the Peshawar Prosperity Vision Statement and the Peshawar Prosperity Five Year Plan (PP5P) and its implementation;
 - e. Provide access to the functionaries for economic and business data collection and information gathering.

8. The specific responsibilities of the **EDU** are as follow:
 - a. Coordinate with Sarhad Chamber of Commerce, Women Chamber of Commerce, Small and Medium Enterprises, government line departments, Civil Society Groups and Journalists about the project activities
 - b. Develop Peshawar EDU strategy document
 - c. Development of PP5P through Public Private Dialogues (PPDs) of all stakeholders
 - d. Organize meetings, conferences and other activities as outlines in the work-plan
 - e. Undertake gap analysis of economic governance and recommends policy interventions

Section III: **Correspondence and Signing of the Mandates**

9. All mandates with outside parties under this collaboration will be signed jointly or, if otherwise, either party authorizing other party in writing to sign singly.

Section IV: Effectiveness of Cooperation Between SCCI and CGPA

10. This MOU shall come into effect on the date of the execution of this MOU (Effective Date)
11. The duration of this MOU will be two years, commencing from the effective date. The parties may extend the duration of this MoU on such terms and conditions as mutually agreed between the parties.

Section V: **Termination**

12. Either party may terminate this MoU by giving the other party a written notice of thirty (30) days to its intention to terminate. In the event of termination, the Parties will take appropriate steps to bring activities under this MoU to a prompt and orderly conclusion.
13. The termination of this MoU shall not affect any other agreement already entered into by either Party.

Section VI: **Legal Status of the Parties**

14. Nothing contained in or relating to this MoU shall be construed to create a partnership, a joint venture, employment or agency relationship between the Parties.
15. The officials, representatives, employees, or subcontractors of either Party shall not be considered in any respect being employees of other Party.
16. The collaboration between the Parties under this MoU shall be on a non-exclusive basis.
17. Nothing in this MoU creates, or is intended to create, any legally enforceable rights or obligations on the Parties.

Section VII: **Amendments**

18. This MoU may be modified by written agreement between the Parties hereto. Any relevant matter for which no provision is made in this MoU will be settled by the Parties in keeping with the general objectives of the MoU and in a manner that is conducive to continued good relations.

Section VIII: **Intellectual Property Rights**

19. Except as is otherwise expressly provided in writing in the MoU, the Parties shall be entitled to their own intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how or documents and other materials which bear a direct relations to or any produced or prepared or collected in consequences of, or during the course of, the performance of this MoU.

Section IX: **Confidentiality**

20. Information that is considered proprietary by either party that is shared to disclosed to the other, and is designated as confidential under the Right to Information Laws in Pakistan, shall be held in confidence by that Party and shall be used for the purpose for which it was disclosed.

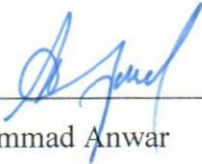
Section X: Conflict of Interest

21. There Parties hereto warrant that at the time of signing of this MoU no conflict of interest exists or is likely to arise in the implementation of its obligations under this MoU.
22. If a conflict of interest arises or appears likely to arise during the duration of this MoU, the Parties hereto shall:
- Immediately notify each other;
 - Make full disclosure of all relevant information relating to the conflict; and
 - Take steps as reasonably required to resolve or otherwise deal with the conflict.

Section XI: Entire Agreement

23. This MoU constitutes the entire understanding of SCCI and CGPA with respect to its subject matter and supersedes all oral communications and prior written documents.

IN WITNESS WHEREOF, the undersigned, duly appointed representatives of SCCI and CGPA have signed this MoU on the date(s) herein below indicated:



Muhammad Anwar
Executive Director, CGPA

Date: 10/12/2021
Place: SCCI, Peshawar



President
Sarhad Chamber of Commerce and
Industries, Peshawar

Date: 10/12/2021
Place: SCCI, Peshawar