



**LETTER OF UNDERSTANDING**  
**between**  
**CENTRE FOR GOVERNANCE AND PUBLIC ACCOUNTABILITY**  
**and**  
**HEALTH SERVICES ACADEMY ISLAMABAD**

This Letter of Understanding (the “LoU”) is entered into by and between:

- (1) **Centre for Governance and Public Accountability** is non-governmental, not for profit organisation registered under Society Registration Act 1860, with its premises in Islamabad (the “CGPA”); and
- (2) **Health Services Academy Islamabad**, a Degree Awarding Institute under the charter of Federal Government as a teaching, training, and research entity, located at Prime Minister’s National Health Complex, Park Road, Chak Shahzad, Islamabad-44000 (the “HSA”).

**WHEREAS:**

- (A) Centre for Governance and Public Accountability (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. CGPA specializes in advocacy and public policy analysis and development. The establishment of CGPA stems from the realization that failure of governance and lack of public accountability has led to a trust deficit between state and society in Pakistan. The importance of good governance, rule of law and public accountability for stabilization and socio-economic progress cannot be underestimated. CGPA has strong interest in building better governance and public accountability in emerging challenges of food, nutrition, and public health in Pakistan and elsewhere, too.
- (B) the HSA is a Higher Education Commission (HEC)’s recognized Degree Awarding Institute (DAI), bearing FBR’s Free Taxation Number (FTN): 9010276, working as a national higher education seat of public health teaching, training, research, knowledge transfer and policy advice, with a focus on research and development, innovation, commercialization, patents, collaborations, research publications and their dissemination into public policy. HSA is ISO 21001:2018, ISO 9001:2015 certified, a member of Asia-Pacific Quality Network (APQN), an academic member of the United Nations Academic Impact (UNAI), and listed on the portal of World Higher Education Database (WHED); and

this LoU has been developed in recognition of the respective mandates, responsibilities, and strategic objectives of the Parties, and on the basis of consultations between them.

**NOW, THEREFORE**, the Parties agree as follows:



## ARTICLE 1

### PURPOSE OF THE LOU AND RESPONSIBILITIES

- 1.1 This document provides a framework within which, the Parties may collaborate to promote food and health governance, and other related regulatory frameworks in the field of public health.
- 1.2 Consultation and the exchange of information shall occur between the Parties as necessary and appropriate, in the interest of imparting quality education. Any exchange of information between the Parties shall be subject to the provisions of this LoU and to the internal regulations, rules, directives, circulars, manuals, policies, procedures and practices of either Party, including those on the disclosure of information.
- 1.3 The collaboration between the Parties hereunder shall not preclude any other form of collaboration, service provision or other activities that the Parties may agree upon in writing from time to time.
- 1.4 Institute/organization partnering with HSA shall not announce any short term, long term program or any other activity demanding approval of regulators or HSA authorities without consent of the HSA.

### MUTUAL RESPONSIBILITIES OF HSA AND CGPA

- 1.5 Both parties will jointly conduct research projects to enhance food and health governance.
- 1.6 Share findings and data to support evidence-based policy-making in public health.
- 1.7 Organize and participate in workshops, seminars, and training programs to build capacity in regulatory frameworks.
- 1.8 Develop and disseminate educational materials and resources related to public health governance.
- 1.9 Advocate for the adoption and implementation of improved regulatory frameworks in public health.
- 1.10 Work together to influence policy changes that promote better health outcomes.
- 1.11 Establish mechanisms for monitoring and evaluating the impact of collaborative initiatives.



- 1.12 Regularly review and assess the effectiveness of implemented strategies and make necessary adjustments.
- 1.13 Conduct joint campaigns to raise public awareness about food and health governance issues.
- 1.14 Engage with stakeholders, including government agencies, NGOs, and the community, to promote transparency and accountability.

## **ARTICLE 2**

### **CONFIDENTIAL INFORMATION**

- 2.1 Each Party shall maintain the confidentiality of any information if received from the other Party that has been designated as confidential ("Confidential Information") and shall use it only for the purposes of this LoU and not for any private or commercial gain.

## **ARTICLE 3**

### **HSA MARKS**

- 3.1 Pursuant to their collaboration, from time-to-time HSA may wish to grant to the CGPA a non-exclusive, royalty-free, non-assignable, non-transferable permission to use its name, any agreed abbreviation thereof and emblem (collectively, the "HSA Marks"). The CGPA acknowledges that use of the HSA Marks is strictly reserved for the official purposes of HSA.
- 3.2 Neither Party shall issue press releases or other public statements in respect of this LoU or any collaboration without the express prior written approval of the other Party, except in the event of termination of this LoU by HSA before the end of the Term. If any press release or public statement is made by a Party pursuant to this Article, such Party shall give recognition to the other Party by way of mention.

## **ARTICLE 4**

### **NOTICES**

- 4.1 All notices to HSA shall be delivered to:

Health Services Academy  
[Prime Minister's National Health Complex, Chak Shehzad, Park Road, Islamabad]  
Attention: Vice Chancellor,



Tel : +92 51 9255592

Email: [gec@hsa.edu.pk](mailto:gec@hsa.edu.pk)

cc: [registrar@hsa.edu.pk](mailto:registrar@hsa.edu.pk), [oric@hsa.edu.pk](mailto:oric@hsa.edu.pk), and [academy@hsa.edu.pk](mailto:academy@hsa.edu.pk)

Fax: (+92 51) 9255590

- 4.2 All notices to the CGPA shall be delivered to:

CGPA: 402, Block C, City Towers, University Road, Peshawar

+92-91-5701991

Web: [www.c-gpa.org](http://www.c-gpa.org), Email: [info@c-gpa.org](mailto:info@c-gpa.org)

- 4.3 Any notice or communication hereunder shall be made in writing and may be served by dispatch rider personal delivery (internal staff) or registered post to the addresses stated above, or by facsimile or email. Any notice sent by registered post shall be deemed to have been served 10 (ten) calendar days after the time of dispatch. Any notice sent by facsimile shall be deemed to have been served 12 (twelve) hours after the time it was sent, and notice sent by email shall be deemed to have been served upon the Party being sent the email by confirmation of receipt by the other Party.

## ARTICLE 5

### INTELLECTUAL PROPERTY

- 5.1 Unless otherwise agreed by the Parties in writing,
- (a) Pre-existing intellectual property and other property rights in regard to any documents, materials and other works used in or resulting from the activities under this document shall remain with their originating Party.
- 5.2 Each Party shall ensure that intellectual property rights and other property rights of the other Party or third parties are not infringed during the course of this letter of understanding.

## ARTICLE 6

### DURATION AND TERMINATION

- 6.1 This LoU will come into force on the date the last of the Parties signs below (the "**Effective Date**") and will continue in effect until 3 years from date of signing, unless terminated earlier by either Party in accordance with this Article 6 (the "**Term**").



- 6.2 Either Party may terminate this LoU at any time and for any cause, with 30 (thirty) days written notice to the other Party.
- 6.3 The LoU is extendable subject to mutual consent of both parties.
- 6.4 In the event of termination:
- (a) the Parties will bring this letter of understanding to a prompt and orderly conclusion.
  - (b) each Party will promptly return to the other all Confidential Information of the other Party; and
  - (c) all rights and permissions each of the Parties has given to the other Party as a result of this LoU will immediately terminate and each Party will immediately cease use of the other Party's name, emblem, logo or trademark, and/or any relevant material.
  - (d) the Parties shall complete the remaining obligations in effect at the time of termination or present acceptable alternative agreements.

## **ARTICLE 7**

### **FORCE MAJEURE**

- 7.1 If at any time during the course of this LoU, it becomes impossible for either Party to fulfil its obligations under this LoU for reasons of force majeure (meaning any force not caused by nor within the control of either Party and which neither Party is able to overcome), such Party shall promptly notify the other in writing of the existence of such force majeure. The Party giving notice shall be released from its obligations for as long as the force majeure continues to exist. If need be and, to the extent possible, the Party released from its obligations shall then take any necessary steps to remove the force majeure that is preventing implementation or, if it is unable to do so, to reduce its impact.

## **ARTICLE 8**

### **GENERAL PROVISIONS**

- 8.1 No right or obligation provided for under this LoU may be assigned or transferred to any third party. No third party has any rights in this LoU and no provision of this LoU is enforceable by any third party.



- 8.2 The HSA acknowledges and warrants to CGPA that it is not entering into this LoU in reliance upon any representation not expressly set forth herein, and this LoU, including any annex hereto, constitutes the entire LoU between the Parties.
- 8.3 This LoU shall not be deemed to create any joint venture, joint liability partnership, association or company of any sort between the Parties, nor shall any Party be deemed an agent of the other. The Parties shall be independent of each other and the relationship between them shall be that of two independent entities. Each Party shall be responsible for its own actions and omissions, including those of its directors, officers and employees.
- 8.4 Each provision hereunder is severable and distinct. To the extent that any provision hereof is held to be invalid, illegal or unenforceable, this shall not affect or impair the continuation in force of the remainder of this LoU.

## ARTICLE 9 SETTLEMENT OF DISPUTES

If the Parties have disagreements about this LoU, the Parties will solve them through amicable discussions. Any disagreements that cannot be resolved this way within 60 (sixty) calendar days (or such other longer period as agreed by the Parties) after receipt by one Party of the other Party's written request for such amicable settlement may be referred by either Party to arbitration for exclusive resolution of the dispute under the Pakistani laws then in force.



**ARTICLE 10**  
**SIGNATURES**

**IN WITNESS WHEREOF**, this LoU is executed by duly authorized officers of the Parties, with effect as of the date under Article 10 of this LoU.

For and on behalf of  
**HEALTH SERVICES ACADEMY**  
**ISLAMABAD:**

For and on behalf of  
**CENTRE FOR GOVERNANCE AND**  
**PUBLIC ACCOUNTABILITY:**

Name: **Prof. Dr. Shahzad Ali Khan**

Name: **Muhammad Anwar**

Title: Vice Chancellor

Title: Executive Director

Date:

Date:

Witness **23/12/24**

Witness:

Name: **Prof. Dr. Junaid Sarfraz Khan**

Name: **Zubair Faisal Abbasi**

Title: Director Academics

Title: Advisor Food and Health  
Governance



**End of Document**

