

Government of Sindh
Human Rights Department

MEMORANDUM OF
UNDERSTANDING
Between
The Human Rights Department (HRD)
and
the Pakistan Legal United Society
(PLUS)

THIS MEMORANDUM OF UNDERSTANDING (hereafter called the “the MOU”) is made on the Wednesday, 27th day of April 2022

BETWEEN

The Pakistan Legal United Society (PLUS) having its office in Gulistan e Johar, Karachi, through its Executive Director, (hereinafter referred to as the “PLUS” which expression shall, where the context so admits, mean and include its successors-in-interest, nominee, legal representatives, administrators, and permitted assigns) of the **Party A;**

AND

Human Rights Department Government of Sindh having its office at Barrack # 93 Secretariat 4-B, opposite Sindh Assembly Building Court Road Karachi, through its Secretary, (hereinafter referred to as the “HRD” which expression shall, where the context so admits, mean and include its successors-in-interest, nominee, legal representatives, administrators, and permitted assigns) of the **Party B;**

(PLUS, and HRD may hereinafter collectively be referred to as the "Parties" and singly as a "Party").

WHEREAS

- A. Party A-The Pakistan Legal United Society (PLUS)**, was set up by a group of lawyers as an independent Non-Governmental Organization (NGO) to provide Legal Aid services of various kind to different sections of the society and create legal awareness among masses.

B. Party B - The Human Rights Department was set up by the Government of Sindh as dedicated department to ensure protection and promotion of human rights in the province.

C. The PLUS having the required legal experience, professional staff, and technical resources, have agreed to provide the Services on the terms and conditions set forth in this MOU.

NOW, THEREFORE, further elaborating on the individual goals and mutual benefits, the Parties agree to abide by the following terms and conditions for the provision of Legal Aid under “Grant in Aid for Legal Assistance to the Poor and Needy”. For good and valuable consideration, the adequacy whereof is hereby confirmed and the mutual benefits to be derived therefrom, the representations and warranties, covenants, conditions and promises contained herein below and intending to be legally bound, the Parties hereby agree as follows:

1. Objectives

The main aim and objective of the “Grant in Aid to for Legal Assistance to the Poor & Needy” is to provide direct Legal Aid /Assistance to victims of human rights violations in the province of Sindh who are financially unable to pay the expenses of Legal Aid (Lawyer fees, court fees and allied expenditures) due to their economic status.

2. Duration of the agreement

This Agreement shall commence on 28 April, 2022 (the 'Commencement Date') and shall remain in force until 30th June, 2022 (the 'Cutt off Date'), unless terminated earlier by HRD in accordance with Article 9 below. However, the PLUS may continue to extend Legal Aid till the final outcome of the cases and file necessary appeals/ review petitions, depending on the nature of the cases and keep reporting to the HRD.

3. Scope of the work (Obligations of the PLUS)

- a. Provide legal services (Legal Aid/ Assistance through representation in the court of law at various tiers of Justice System and other such forums as required by the victim) to such persons as specified in its submitted and approved project proposal (see Annex).
- b. Provide Legal Aid Services to victims of human rights violations in the following categories:

- (i) Women Rights (domestic violence, torture, divorce, custody of children, maintenance, rape, murder etc.)
 - (ii) Child Rights (all kinds of child abuse)
 - (iii) Minority Rights (physical violence, attacks of places of worships etc.)
 - (iv) General violations of Human Rights (e. g. right to fair trial)
 - (v) Cyber Harassment (women and children)
 - (vi) Labour Rights (retrenchments and non payment of wages etc.)
- c. Develop a criterion and proper forms for intake of cases.
 - d. Activate necessary channels/ approach/ liaison with organizations such as Edhi Foundation for referral of cases.
 - e. Fully cooperate and collaborate with the HRD hired Consultant(s) for the purpose of 3rd party evaluation.
 - f. Provide legal services as stipulated in clause (5.2) of this Article to clients referred to the PLUS by the Steering Committee, Sub Committee, the Commissions, Line Departments and other stakeholders.
 - g. Prepare list of referred cases with all details for presenting before the Steering Committee/ Sub Committee for necessary approval, consent and advise.
 - h. Complete all reporting requirements on time and submit all relevant documents to HRD and persons assigned by it.
 - i. Participate in meetings and events called by the HRD in connection with the Legal Aid and give presentations and provide required information.
4. **Written reporting requirement**
- a. Provide fortnightly Reporting/ Briefing to the Steering Committee/ Sub Committee set by the HRD for the oversight of the Legal Aid work.
 - b. Monthly comprehensive report along with case analysis.
 - c. Final report within 15 days before the end of the MoU with all details of cases filed, outcomes and pending cases and their status.
 - d. A final financial report, reflecting the overall expenses incurred during the

period of MoU against the stipulated budget submitted by the PLUS and agreed by the HRD.

- e. Any other report and documentation required by the HRD.

5. Payment/ Compensation against services rendered by PLUS

- a. HRD will pay the PLUS a lump sum amount/ compensation/ grant “grant” in consideration of the services/ obligations outlined in Article 3 against each case. The grant is intended to cover all costs and expenses related to the cases including any overhands.

- b. Categorization and allocated amount

Tier I	Legal Aid/ Assistance at Justice Providers Level (FIR, Police, Shelter Home etc.	PKR 100,000 per case inclusive all expense
Tier II	Legal Aid/Assistance at Magistrate Level/ Civil Courts	PKR 200,000 per case inclusive of all expenses
Tier III	District and Session Court	PKR 300,000 per case inclusive of all expenses
Tier IV	High Court and SC	PKR 500,000 per case inclusive of all expenses

- c. The maximum amount to be paid to the PLUS is PKR 20,000,000 (Twenty Million Rupees) on the basis of the number of cases projected in the proposal. The payment is inclusive of all expenses (Staff, overheads, legal and court fees and other allied expenditures).
- d. Payment is to be made in advance.
- e. The PLUS shall retain all original documents, including all invoices and receipts for all matters pertaining to payments under this agreement and shall keep these available for inspection or audit by HRD or its consultants for evaluation.
- f. PLUS, shall get the audit done against funds received under this agreement and submit with HRD.
- g. PLUS, shall provide all receipts, vouchers and invoices to HRD for its record and audit.

6. 3rd Party Monitoring and Evaluation

- a. HRD shall, through its staff/ consultant(s), conduct a field monitoring visit and visits to the PLUS office.
- b. PLUS, shall cooperate and provide all required information to the assigned HRD staff or consultant(s).

7. Location of Service

- a. The project shall be implemented by the PLUS in all the districts of the province of Sindh.

8. Confidentiality

- a. PLUS will keep confidential and not disclose or permit to be disclosed to any person, or make use of, or permit to any confidential information relating to the victims or cases without written consent of victims and approval of the Steering Committee.

9. Termination

- a. The HRD reserves the right to withdraw/ terminate the MoU in case of unsatisfactory performance, breach of the agreement provision(s) and PLUS's unethical and immoral attitude towards clients being served under this agreement.
- b. The decision of the Sub Committee would be considered as final and cannot be challenged.

10. Governing Law

This MOU shall be governed by and it is interpreted in accordance with the Laws of Sindh/ Pakistan. The Courts at Karachi shall have the exclusive jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the MOU.

11. Indemnity

The Parties shall indemnify and keep the other Party indemnified and harmless against any and all claims, actions, damages, or proceedings by third Party (including but not limited to all costs, expenses, damages, losses arising out of or in connection with this contract).

12. Force Majeure

- a) For the purpose of this MOU "Force Majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the MOU impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies. In all disputes between the parties as to matters arising pursuant to this MOU, the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Karachi, Pakistan.
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this MOU and (B) avoid or overcome in the carrying out of its obligations here under.

c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

Department of Human Rights

Pakistan Legal United Society

Ms. Noreen Bashir
Secretary, Department of Human Rights
Government of Sindh

Altaf Hussain Khoso
Chief Executive, Pakistan Legal United
Society, Karachi

Date: -----

Date: -----