MEMORANDUM OF UNDERSTANDING
(MoU)

BETWEEN

BENAZIR BHUTTO SHAHEED HUMAN RESOURCE RESEARCH & DEVELOPMENT BOARD (BBSHRRDB)

AND

SINDH TECHNICAL EDUCATION & VOCATIONAL TRAINING AUTHORITY GOVERNMENT OF SINDH

CamScanner

Under the vision and directives of the worthy Chief Minister Sindh for active coordination and collaboration to provide the technical, vocational Education and training to the youth of the province of the Sindh, this Memorandum of Understanding (hereinafter referred to as the "MoU") is made at **Benazir Bhutto Shaheed Human Resource Research & Development Board (BBSHRRDB)** herein referred as **(BBSHRRDB)**

BY & BETWEEN

The **Benazir Bhutto Shaheed Human Resource Research & Development Board** herein referred as **(BBSHRRDB)** situated at 5th Floor. State Life Building No. 3, Karachi is an Autonomous Body established through the Act of Assembly, Sindh in 2013 by the Government of Sindh is being governed under the administrative control of the University and Boards Department, Government of Sindh Karachi is represented by its Deputy Director (PSTW) an authorized officer, BBSHRRDB

AND

The Sindh Technical Education & Vocational Training Authority herein referred as **(STEVTA)** situated at ST-19 Block-6 Gulshan-e-Iqbal Karachi is an autonomous body established through an Act of Parliament, 2009 and is being governed under the administrative control of the University and Board Department, Government of Sindh, Karachi is represented by its Director (Academic & Training) an authorized officer, STEVTA

1) PREAMBLES

WHEREAS, Board known as the Benazir Bhutto Shaheed Human Resource Research & Development Board (BBSHRRDB) was established under the Sindh Act No. XXXI of 2013 to undertake the research for development of human resource, in order to provide the range of skills and vocational training, for un-employed person, in the Province of Sindh and provide for matter ancillary thereto. The BBSHRRDB, therefore, intends to collaborate with the STEVTA to provide Technical, Vocational Education and Training (TVET) to the youth of the Province of Sindh.

WHEREAS, the Authority known as the Sindh Technical Education and Vocational Training Authority (STEVTA) was established under the Sindh Act No. VIII of 2010 to manage and regulate the technical education and vocational training in close coordination with the industry in the Province and for the matters connected there with and ancillary thereto. The STEVTA, therefore, intends to collaborate with the SBBSHRRDB to provide technical, vocational education & training to the youth of the Province of Sindh.

WHEREAS, the objective and purpose of this Memorandum of Understanding (MOU) is to mutually agree upon the collaboration and participation of both organizations referred hereinabove for providing the technical and vocational training to the youth of the Province of the Sindh and the promotion of skilled workers for employment in local and international labor markets; and for this reason, this MoU will facilitate the establishment of channels for the promotion and provision of a range of demand-driven training as per the objectives of both the organizations in with close coordination of industry.

This MOU will be considered as a Umbrella Document for all the activities to be agreed upon mutually through Proposals for Training (PFTs) to be prepared by the Sindh TEVTA, approved by the proper forum in BBSHRRDB to be signed by the authorized officers of both parties. Activity level MOUs will be made separately from time to time, in accordance with this document, which will discuss detailed modalities of each activity with the clear mention of each party's contribution of expertise, share of resources, costs, infrastructures and costs, as the case may be to make the activities successful.

THEREFORE, both Parties wish to work together on agreed terms and condition in compliance with the following clauses:

I. GOAL

The main goal and objective of this MOU is to provide different demand-driven training to the youth of Sindh as per common objectives of both organizations making them capable for employment in labour markets, self-employment/ entrepreneurship for socio-economic development in the Province. The BBSHRRDB will provide financial assistance for provision of technical, vocational education &

CamScanner

training to the youth of the province through STEVTA Institutes located across the Sindh province under Public Sector Training Wing. This MoU expresses the willingness of both parties in bilateral cooperation for the enhancement of skilled workforce making them capable for employment in the labour markets and self-employment. Other targeted goals and areas of interest include the research activities, curriculum development and training of tutors, and facilitation in employment of the trained workforce.

II. AREAS OF COLLABORATION

Both parties agreed to share their technical assistance, infrastructure, and resources for the purpose of activities to be carried on subsequently in pursuance of this MOU. Both parties are willing to create and provide demand-driven training to the youth in short term different disciplines, develop curriculum, train the teachers/ tutors as per terms and conditions to be agreed upon in the respective Proposals for Training (PFTs). Both Parties are ready to share their resources, expertise, infrastructure, cooperation, human resources, and engage themselves for the betterment of the people of the province. The STEVTA is willing to facilitate the provision of demand-driven trainings in STEVTA institutes across the province through its institutions, infrastructure, labs and workshop facilities, and human resources available with it. Whereas, the BBSHRRDB is willing to provide necessary financial support/ assistance to STEVTA in terms of training cost, stipend to trainees, expenditure to be incurred on establishment of Project Management Unit in STEVTA, hiring of required manpower/ officers, and liabilities towards utilities, if needed for imparting the Technical, Vocational Education Training (TVET) under the ambit of Public Sector Wing of BBSHRRDB, according to the needs and demands of market and the industry in the institutes mutually agreed upon through respective PFTs by both parties.

GENERAL TERMS AND CONDITIONS

1) This umbrella MoU shall come into force at once from the date of signing.
2) This MOU will be initially effective for Three (03) years.
3) Proposal for Trainings (PFTs) shall be submitted by the STEVTA and approved by the BBSHRRDB for selection of the institutes, courses, and the cost thereto to be provided by BBSHRRDB for each course and each institute.
4) The PFTs shall be developed by the STEVTA separately during the above period to be submitted to the BBSHRRDB for approval.
5) The PFTs shall be in accordance with this MoU.
   - Activity Level PFT shall be prepared.
   - Administrative Approval shall be issued by BBSHRRDB after signing of activity level PFTs.
6) Both Parties should ensure gender balance for the implementation of this program.
7) All enrolled trainees shall be registered, trained, examined, and certified by the Qualification Awarding Bodies / Boards / Organizations.
8) BBSHRRDB and STEVTA shall further collaborate for the following targets;
   a) Assessment and Certification of workforce (Recognition of Prior Learning).
   b) Standardization and quality assurance of Training Delivery.
   c) Designing training activities and their implementation Plan
   d) Compliment in the supportive areas and strengthening the Public Institutions
   e) Exchange of TVET Data / Information related to this umbrella MoU & Creating Knowledge Pool.
   f) Coordination & Support for training-related issues and identify the challenges.
   g) Curricula updating and development in the innovative demand-driven areas.
   h) Customize the training design & delivery.
9) Any amendment, alteration, and modification to this MOU may be made with by mutual consent/ understanding of both parties.
10) Both parties will take pre-emptive measures for the possibility of any fraud, scam, and privacy as well as security in respect of courses in accordance with the laws of the Government.
11) All relevant Government laws, rules, regulations, and policies shall be followed by both the parties while carrying out the operations of this MOU.
12) Both parties will designate focal persons for constant and close coordination and implementation of this MOU.
13) Both parties shall have the right to inspect the academic and financial records of the program to be carried out under the provisions of this MOU.

CamScanner

14) Both parties shall ensure the showcasing of each party for the affairs of the program written in this MOU.

15) BBSHRRDB and STEVTA shall jointly develop in advance, before the commencement of the financial year, a schedule of activities to be carried out for each year.

16) Both parties will conduct the meeting of focal persons regularly or as and when necessarily required.

III. RESPONSIBILITIES OF STEVTA

1) **STEVTA will provide the demand-driven TVET against the funds provided through Public Sector Wing, BBSHRRDB for each course in the STEVTA institutes selected with the mutual consent of both parties.**

2) STEVTA will utilize its institutes' infrastructure, lab equipment, and the services of faculty for the provision of demand driven TVET subject to the provision of funds from BBSHRRDB.

3) The STEVTA and BBSHRRDB will offer the mutually agreed courses to youth for each institute. The number of courses may be increased or decreased with the mutual consent of both parties.

4) STEVTA will prepare PFTs in accordance with the Competency-Based Training & Assessment (CBT&A) model under the National Vocational Qualification Framework (NVQF).

5) STEVTA will coordinate with the employers from the industries to establish the industry-institute linkages.

6) STEVTA with the support of industry may extend due assistance for employment opportunities to the graduates.

7) STEVTA will cooperate with BBSHRRDB in the monitoring & evaluation of the training delivery to ensure that work is completed as planned by both parties.

8) STEVTA with the support of BBSHRRDB will arrange joint research programs and the commercialization of products developed from the research programs.

9) STEVTA will ensure the following Marginalized Youth / people for Empowerment subject to the provision of funds by BBSHRRDB;
   a) The Prisoners through Hands-on-tools for gainful employment/ Juvenile Youth Offenders.
   b) Drug addicts.
   c) Women Empowerment Training / Skill Trainings for Shelter Homes' Female Youth.
   d) Specialized Training for Persons with Disabilities / Differently able person.
   e) Provide skills to the Transgender.
   f) Skill Trainings to Out of School Children.
   g) Skills training in Madrasas of Sindh
   h) To provide TVET to Out-of-School-Children / non formal education under the MoU signed between STEVTA and Non-Formal Education Section of Sindh School Education Department, Govt. of Sindh.

10) STEVTA will suggest new areas of cooperation for providing trainings in different market-oriented trades/ disciplines for extending the technical and vocational trainings.

11) **STEVTA, with the support of Overseas Employment Corporation, will facilitate employment in the international labour market.**

IV. RESPONSIBILITIES OF BBSHRRDB

1) BBSHRRDB shall provide required funds to the STEVTA under the activity based training to the STEVTA for the following programs against the approved budget;
   a) To provide the TVET to youth by the STEVTA institutes for the courses mentioned in the respective PFTs.
   b) To update and improve the course curricula as per the demand of the industry/ market requirement.
   c) Capacity building of teaching faculty of STEVTA / other public sector organizations which have Project Management Units (PMUs) under

CamScanner

BBSHRRDB / private sector institutes entered into agreement with BBSHRRDB for tutors' training.

2) BBSHRRDB will conduct the tracer study validated by a third party to assess the results of the training program for trainings under this MOU.
3) BBSHRRDB will conduct a Training needs assessment (TNA) with the support of the STEVTA.
4) BBSHRRDB will suggest new trades and technical courses as per the demand of the industry / TNA.
5) BBSHRRDB and STEVTA will collaborate to support graduates in establishing entrepreneurship program.

V. USE OF INTELLECTUAL PROPERTY

The both parties mutually agreed that any intellectual property that is developed through activities covered under this MOU can be used by either party for non-profit, non-commercial purposes without obtaining consent from the other party and without any need to account to the other.

All other intellectual property used in the implementation of the MOU will remain the property of the party that provided it. This property can be used by either party for purposes covered by the MOU but consent will be obtained from the owner of the property before using it for purposes not covered by the MOU.

VI. EFFECTIVE DATES AND AMENDMENTS.

This MOU shall take effect upon signing by both Parties and shall remain effective initially for a period of three (03) years liable to be extended further for further duration/ period with mutual consent.

The MOU may be further renewed at the end of the period mentioned in this MOU by mutual written agreement by both Parties.

The provisions of this MOU may only be amended, altered, modified, or waived by mutual written agreement by both Parties.

VII. TERMINATION

Any Party may terminate this MOU and any related agreement / MOU, work plan, and budget at any time and for any reason by giving six (6) months prior written Notice to the other Party; provided, however, that in the event STEVTA or BBSHRRDB fail to perform any of their obligations under this MOU, PARTNERS shall have the right to terminate this MOU and any related agreement / MOU, work plan, and budget immediately upon six months written Notice.

VIII. GOVERNING LAW

The MOU shall be governed by and construed to in accordance with the Laws of the Islamic Republic of Pakistan.

IX. COMPLIANCE WITH LAWS

Both the parties will be under obligation to comply with all applicable local and national laws, rules, and regulations pertaining to their activities under this MOU. This MOU and the activities described and contemplated herein are intended by parties to be solely for benefit and good of the public and in accordance with applicable laws. Neither party shall permit of countenance any member of its organization, or any individual or entity acting on their behalf, to offer, promise, or give, or receive in connection with carrying out this MOU, any monies or benefits, whether directly or indirectly through intermediaries, to any person in exchange for that person acting or refraining from acting in relation to the performance of his/her duties.

X. NO JOINT VENTURE

Notwithstanding the terms "Partners" and "Partnership", the Partners agreed that they are not entering into a Legal Partnership, joint venture, or other such business arrangement, nor is the purpose of the Partners to enter into a commercial undertaking for monetary gains. Neither Partner will refer to or

CamScanner

treat the arrangements under this MOU as a Legal Partnership or take any action inconsistent with such intention.

XI. DISPUTE RESOLUTION

Both parties hereby agree that, in the event of any dispute between the parties relating to this MOU, both the parties shall firstly seek to resolve the dispute through informal discussions. In case any dispute cannot be resolved informally within sixty (60) calendar and consecutive days, the Parties agreed that the dispute will be negotiated between the Parties through mediation if the Parties can agree on a mediator. The costs of mediation shall be shared equally by the Parties. Neither Parties waive their legal rights to adjudicate this MOU in a legal forum. However, in case of legal litigation, the jurisdiction shall be at Karachi.

XII. GOOD FAITH

Both the Parties undertake to act in a good faith with respect to each other's rights under the MOU and to adopt all the reasonable measures to ensure the realization the objectives of the MOU in public interest.

The individuals signing this MOU on behalf of their respective entities represent and warrant (without personal liability therefor) that upon the signature of each, this MOU shall have been duly executed by the entity they each represent.

IN WITNESS WHEREOF, both the Parties hereto have signed the MOU, on the day, month and the year first mentioned hereinabove.

SIGNED BY

SIGNATURE_____

Date:

Name: **Muhammad Yousif Balouch**

Designation: Director (Academics & Training)

On behalf of STEVTA

SIGNATURE _____

Date:

Name: Syed Muhammad Ali

Designation: Deputy Director (PSTW)

On behalf of BBSHRRDB

WITNESS_____

Name: Munawar Ali Mithani

Designation: Managing Director

STEVTA HQs. Karachi.

WITNESS _____

Name: Sanobar Nisar Abbasi

Designation: Assistant Director

BBSHRRDB HQs. Karachi.

CamScanner