TRDP

BBSHRRDB

MEMORANDUM OF UNDERSTANDING (MoU)

This Memorandum of Understanding ('MoU') is signed on this 26th day of August, 2025, by & between: **Benazir Bhutto Shaheed Human Resource Research and Development Board [BBSHRRDB],** Government of Sindhhaving its administrative office at 5th Floor State life Building #3 Dr. Ziauddin Ahmed Road, Opposite Chief Minister House, Karachi, Pakistan (hereinafter referred to as 'BBSHRRDB), which expression wherever the context so admits, shall mean and include its heirs, successors, executors, administrators, legal representatives and assigns of the **FIRST PART.**

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Thardeep Rural Development Programme, Mithi, Tharparkar(hereinafter referred to as 'TRDP'), is a not-for-profit integrated rural development programme. TRDP works with poor and vulnerable segments of society particularly women in the most deprived and remote areas of Sindh Province, having Head Office, Mithi, Tharparkar which expression wherever the context so admits, shall mean and include their heirs, successors, executors, administrators, legal representatives and assigns of the **SECOND PART.**

TRDPandBBSHRRDB shall wherever the context so permits individually be referred to as the **'Party'** and collectively as the **'Parties'**.

NOW THEREFORE, THIS MoU WITNESSES that in consideration of the mutual promises and covenants herein set forth, the Parties hereby agree as follows:

1. Establishment

1.1 Duration

This MoU shall become effective upon signature by the authorized officials from both the Parties and will remain in effect until three (2) years or modified, in accordance with the clause 10 hereof or terminated in accordance with clause 12.

2. Types of Cooperative Activities

The scope of collaboration and activities to be pursued through this MOU includes the following:

1. In the first phase, the Parties shall cooperate to facilitate BBSHRRDB-trained graduates from Tharparkar@ Mithi , who intend to establish small businesses, in accessing grants and loans offered under TRDP's enterprise financing programs (subject to fulfilling set criteria and compliance) . The Parties further agree that, during the term of this MoU and subject to periodic review and mutual consent, the scope of facilitation shall be progressively expanded to include BBSHRRDB-trained graduates across the Province of Sindh.
2. The Parties shall jointly guide and assist such graduates in understanding, meeting, and fulfilling TRDP's prescribed eligibility criteria for the provision of financial assistance.
3. The Parties shall extend coordinated support in the preparation, submission, and follow-up of applications for TRDP's grants and loans, including the provision of business development advisory services to promote sustainable enterprise operations.
4. The Parties shall undertake joint awareness and outreach initiatives within the relevant districts to inform eligible BBSHRRDB graduates of available financial support and the processes for securing such assistance.

Specific Research Activities

The MoU is being signed to pursue collaborative endeavours between BBSHRRDB' and TRDP, with a focus on enabling BBSHRRDB-trained youth to access TRDP's grants and loans for self-employment. The collaboration shall include, inter alia, joint efforts to guide and support youth in the application process, and coordinated responses to grants and call for proposals inareas of mutual interest.

3. Financial Obligations

3.1 There will be no financial obligations between the two parties under this MoU. This Memorandum of Understanding is based on mutual consent and agreement of co-operation.

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3.2 **Intellectual Property** All intellectual property brought by each party to the relationship under this MoU remains in the ownership of that party. Each Party shall have the right to publish and disseminate information derived from the performance of work under this MoU.

3.3 Qualification for authorship or inventorship shall be in keeping with generally accepted criteria. The order of authorship / inventorship shall be a joint decision of the co-authors or co-inventors in any co-authored publication or co-invented invention. Each author or inventor, as the case maybe, shall have participated sufficiently in the work to take public responsibility for the content / invention.

3.4 Background Intellectual Property and Project Intellectual Property of a Party, as well as other proprietary or confidential information of a Party, disclosed by that Party to the other in connection with the Research Project shall be received and held in confidence by the receiving Party and, except with the consent of the disclosing Party or as permitted under this MoU, shall neither be used by the receiving Party nor disclosed by the receiving Party to others, provided that the receiving Party has notice that such information is regarded by the disclosing Party as proprietary or confidential.

For the purpose of this MoU, "Intellectual Property" means all rights in relation to inventions (including patents), registered and unregistered trademarks (including service marks), copyright, circuit layouts, registrable designs, registrable plant varieties, processes, know-how and confidential information in the industrial, scientific and artistic fields including application or right to apply for registration of any of those rights.

4. Publicity and Use of Name

4.1 Neither party shall use directly or by implication the names or trademarks of the other party, nor any of the other party's affiliates or contractors, nor any abbreviations thereof, or of any staff member, faculty member, student, or employee of the other party in connection with any products, publicity, promotion, financing, advertising, or other public disclosure without the prior written permission of the other party.

5. Confidentiality

5.1 Parties hereto agree to maintain in confidence and not disclose, reproduce, copy any materials, documentation or specification which are provided by one partner to the other partner under this MoU with the request to maintain confidentiality.

6. Severability

6.1 If any provision contained in this MoU shall, to any extent, be invalid or unenforceable, the remainder of this MoU (and the application of such provision to persons or circumstances, if any, other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each and every provision of this MoU shall be valid and enforceable to the fullest extent permitted by law.

7. Entire Understanding

7.1 This Understanding (including all agreements entered into pursuant hereto) constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, understandings, negotiations and discussions between the parties, whether oral or written agreements.

8. Relationship of parties

8.1 No Party shall incur any debts or make any commitments for the other.
8.2 None of the Parties shall have the authority to bind any other Party.

9. Amendment and Modification

9.1 No amendments, changes or modifications to this MoU shall be valid except if the same are in writing and signed by a duly authorized representative of each of the Parties hereto.

10. Notices

10.1 All notices, consents, requests, and notifications authorized or required to be given in writing or by notice under this MoU shall be addressed to the other Party / Parties at the respective address or facsimile number set forth below, or to such other address or facsimile number which a Party specifies to the other Party by notice.

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10.1.1 If toTRDP:

Name: Allah Nawaz Samoon
Address: Near North Colony, Mithi, Tharparkar
Tel: 0232-261462 & 0232-261661

If to BBSHRRDB
Name: Munawar Ali Mithani
Address: 5th Floor, Statelife Building # 3, Dr. Ziauddin Ahmed Road, Karachi
Tel: 02199201005-7

11. **Termination**

11.1 This MoU may be terminated by either Party at any time, with or without cause, upon 60 days prior written notice to the other party.

12. **Settlement of Disputes and Arbitration**

12.1 Any dispute arising between the involved Parties will be resolved through a process of mediation. However, if the dispute is still not resolved, then the Heads of involved Parties will decide keeping in view the national priorities in mind. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this understanding or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place at the level of Chief Executive Officer TRDP, and SecretaryBBSHRRDB or their nominees within a time frame of three (3) months after the dispute or controversy arises or such extended date as the parties may mutually agree to in writing.

12.2 Any dispute, controversy or claim arising out of or relating to this MOU, or the breach, termination or invalidity thereof, which has not been successfully resolved by conciliation in accordance with Clause 13.1, shall be settled by arbitration in accordance with the Pakistan Arbitration Act, 1940, subject to the exclusive jurisdiction of the Courts of Pakistan.

12.3 The arbitration shall be conducted by three (3) arbitrators whose award shall be by majority and the Parties agree to be finally bound by such award. One (1) arbitrator shall be appointed by each of the Parties and the third arbitrator shall be appointed by the two (2) arbitrators so appointed.

12.4 The language of the arbitral proceeding shall be English.

12.5 The place of arbitration shall be Pakistan.

IN WITNESS WHEREOF, both the Parties have put their respective hands together to this MOU in the presence of the below witnesses.

Secretary Board
Munawar Ali Mithani
Benazir Bhutto Shaheed Human
Resource Research and Development Board

Chief Executive Officer
Allah Nawaz Samoo
Thardeep Rural Development Programme (TRDP)

Witness no. 1

Name: Shamsuddin Khan
Designation: Assistant Director
CNIC: 41306-7927838-3
Address: Flat, B-109, Panama center
Gulshan-e-Iqbal
Karachi

Witness no. 2

Name: Samad Bhatti
Designation: CEO
CNIC: 42301-5674806-1
Address: 102, Tando Tahsian
Hyderabad, Sindh