

MEMORANDUM OF UNDERSTANDING (MoU)

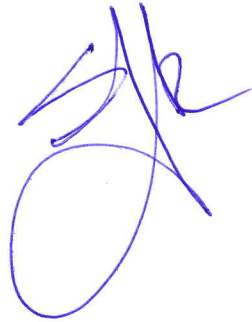
BETWEEN

**HUJRA Village Support Organization
(As Lead Organization)**

AND

**TM GROUP (SHELTON'S REZIDOR & Gaggan Catering)
(As Consortium Partner)**

***For Provision of Services for Supporting Rule of Law for Peaceful, Just
and Inclusive Societies in Pakistan (Aman-o-Insaf) Activities
Funded by UNDP, Pakistan.***



This **Memorandum of Understanding (MoU)** is been made this 10th August 2021 between

- 1) **HUJRA Village Support Organization (hereinafter referred to as HUJRA)**, located Opposite Dr. Abdul Kabir Clinic Near Allah O Akber masjid street Saidu Sharif, Swat. (**Lead Cooperating Organization**)
- 2) **TM GROUP (SHELTON'S REZIDOR & Gaggan Catering)** located in Main University Road, Opp: Parco Total Pump Near KFC, Peshawar (**Consortium Partner**)

1. Purpose of MoU

Purpose of the MoU is the provision of expertise and services by the consortium partners to lead organization (HUJRA) in organizing, conducting and facilitating training events and consultative workshops under the “**Supporting Rule of Law for Peaceful, Just and Inclusive Societies in Pakistan (Aman-o-Insaf) Activities**” project funded by UNDP.

The Shelton's Rezidor (TMGroup) with expertise in event management will assist HUJRA for conduction and facilitation of training events in different parts of Khyber Pakhtunkhwa. The project leading activities will be divided into six broader sections, which are as follow

1. Management
2. Coordination
3. Monitoring & Reporting
4. Refreshments
5. Procurement and Logistics
6. Photography / Videography

2. Validity of MoU

This MOU between parties is signed in a bid for implementing the total tenure of project, however for legal and operational matters, this MOU will be valid until signing of contract, upon which another more precise contract will be signed with specific roles and details of parties for whole tenure of the project. This is done to ensure that any changes suggested by UNDP can be incorporated at the time of signing of agreement.

3. Introduction of Cooperating Organizations

- A. **HUJRA** is a not-for-profit development oriented organization with no political and ethnic affiliations. The organization is led by eminent development and humanitarian practitioners, dedicated to the social and economic well-being of individuals and communities. HUJRA could also be labeled as an implementing organization which designs and implements various developmental and humanitarian projects with the financial and technical support of international donors and UN agencies. HUJRA is distinguished by its



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professional commitment to ensure sustenance of marginalized and vulnerable segments of society for poverty alleviation and social justice. HUIRA has implemented around 80 projects since 1998. HUIRA has successfully conducted several projects for the well-being of internally displaced person or temporarily displaced persons in different parts of KPK including the newly merged districts.

- B. **TM GROUP (SHELTON'S REZIDOR & Gaggan Catering)** The history of TM GROUP spreads almost 3 decades in hospitality industry and is the pioneer Guest House concept in Pakistan. On the increased demand of the hospitality industry the Group has also entered into hoteling to give home like atmosphere both in Hotel and Guest Houses. The Group is also enjoying its presence in food and beverages business by having by its exclusive restaurants and being specialized in providing catering services. The Group is engaged in Flight Catering for the last 20 years to national / International airlines from Peshawar, Islamabad and Lahore and have the honor to be first private caterer of Airlines in Pakistan. The Group persists of more than 20 businesses chain including Hotels, Catering, Restaurants & Guest Houses serving in major cities' like Peshawar, Islamabad, Lahore, Mardan, Timergarah, Swat, Dir & Murree. The major businesses' include Shelton's Rezidor Hotels, Shelton's Accommodators, Gaggan Catering Services & Shelton's Hotel are offering Executive & Family Rooms, Meeting Halls, Banquet Halls & Catering to the Guests in thousands and Restaurant offering fine dining facilities to hundreds of Guests.

4. Roles & Responsibilities

Role of HUIRA as Lead Organization:

- Will perform as lead organization and will sign agreement with UNDP.
- Will be responsible for all kind of legal and obligatory correspondence with UNDP and other stakeholders.
- Will be responsible for Monitoring and reporting of the project to UNDP and other relevant authorities.
- Will lead in coordination with Govt. and other stakeholders of the project
- The project will be implemented under Policies and Procedures of HUIRA
- Will provide technical and managerial support
- Will manage project fund and auditing
- All the documents and resource material will be the property of HUIRA and organizations can use with the permission of HUIRA
- Will contribute resources whenever required
- Will develop Joint Work plan for capacity building events.
- Will organize capacity building events and provide logistics arrangements.
- Will be responsible for financial obligations of the capacity building events.

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- Will monitor capacity building events and provide feedback on the training modules and related material.

Role of TM GROUP (SHELTON'S REZIDOR & Gaggan Catering):

- Will provide event management services for successful implementation of the project.
- Will be responsible for providing halls for the projects events.
- Will be responsible for providing refreshments during these trainings.
- Will be responsible for logistics services of the said project.
- Will be responsible for photography & Videography.

Performance

- a. All the parties hereby agree that they will provide voluntarily capacitated and technical staff as focal persons
- b. Regularly exchange information with regard to each other's activities of mutual interest.
- c. Organize meetings as and when necessary through mutual consent and inform each other of new initiatives of shared interest.
- d. Collaborate on joint initiatives, experience sharing and exposure visits. However, each party will give at least four weeks' notice prior to organizing any activity.
- e. Acknowledge each other in relevant reports and publications pertaining to joint initiatives, where possible.
- f. Any requests for assistance under this Partnership Agreement will, wherever possible, be made in writing, but in cases of urgency it may be oral and later confirmed in writing within two weeks.

5. Disagreements / Disputes

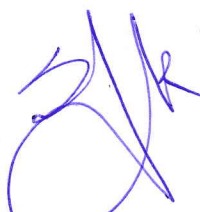


In case of any difference of opinions on matters on concerns, the issue is to be discussed by the steering committee. A mutual approach will be adopted in resolution of disagreements/disputes and will be resolved through mutual consultation.

This MoU's should be restricted to clause "purpose of MoU" and should not be used for any other purpose (resource mobilization) without the mutual consent of parties.

6. Confidentiality

Each Party hereby undertakes to the other Parties that its employees, agents and sub-contractors shall:

- 1.1 Keep confidential all information of a confidential nature (whether written or oral) concerning this Agreement and the business affairs of another Party that it shall have obtained or received as a result of the discussions leading up to or entering into or performance of this agreement (the "Information");

1.2 Not without the prior written consent of the relevant other Party disclose the Information either in whole or in part to any other person save those of its employees and sub-contractors involved in the implementation or evaluation of any joint Projects who have a need to know the same for the performance of their duties.

7. Extension/Termination/Amendments





All amendments (for example, extensions of time upon request of donor, obligations of each organization, compensation and change to scope of work) shall be valid when agreed to in writing by the below signatories of HUIRA & Consortium Partner.

- a) The insolvency, bankruptcy, reorganization under the bankruptcy laws, or assignment for the benefit of creditors of either party;
- b) Both the parties mutually agree to terminate the partnership.
- c) If any party does anything which is likely to bring any other party into disrepute
- d) If every effort to resolve any conflicts mutually and amicably
- e) If any of the partners is blacklisted or its NOC/registration is cancelled or suspended due to any reason or forbidden by any Government body from operations, this MOU will be considered as null and void.
- f) If modus operandi for operating under this.

The undersigned parties indicate their agreement to the responsibilities and obligations set out in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this contract.

Agreed on: 10th August 2021

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|   Saleem Ahmad Chief Executive Officer HUIRA Village Support Organization |   Abdul Rehman Representative TM GROUP (SHELTON'S REZIDOR & Gaggar Catering) |
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Witness to the MoU:

1. Mr. Waqar Ahmad
CNIC: 173016926217-1

2. Mr. Muhammad Sami
CNIC: 17301-0411794-7