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actionaid

STRATEGIC PARTNERSHIP AGREEMENT

006

This Partnership Agreement is entered at Islamabad on 31/10/, 2017

Between

ActionAid, is a non- profit, non- government organization, a registered charity in Whales vide registration No. 274467 and Scotland vide registration No. SC045476, also registered as a Company Limited by Guarantee vide registration No. 1295174 with a registered office at House No.33-39, Bowling Green Lane, London Ec1R0BJ, UK operating in Pakistan under the Memorandum of Understanding with Government of Pakistan through Ministry of Economic Affairs, having the program office at Plot No. 47-A, Orchard Scheme, Sector No. IV, Murree Road, Islamabad, Pakistan through its Country Director (hereinafter referred to as "ActionAid" which term shall mean and include, if the context so requires or admits, its permissible assigns and successors) as 1st party:

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"Holistic Understanding for Justified Research and Action" HAJRA; registered on July 31, 1998 under Societies Registration Act 1860 having Registration No.2423/ 5 / 276, Registered with FATA Social Welfare Department as well as having obtained the Allowed to Work (ATW) status from SAFRON (Ministry of States and Frontier Regions) is a not-for-profit development oriented organization. HAJRA Org has its office located at near Allah-o-Akbar Masjid, Saidu Sharif, Swat, Khyber Pakhtunkhwa (Registration Certificate Attached as ANNEX-A) (hereinafter referred to as the "Partner" which term shall mean and include if the context so requires or admits, its permissible assigns and successors) as 2nd party:

ActionAid and Partner are hereinafter called separately the "Party" or collectively the "Parties"

HUJRA has vision to work with poor community to make their life sustain especially the communities which are affected by disasters. Support and facilitate the poor communities to achieve the livelihood opportunities which match with AAPK mission and vision around the poor community.

The organization also envisions a future where they achieve excellence in human development, so the key focus of the organization is - matching with ActionAid, Pakistan's vision and approaches especially to work with disaster prone communities, strengthens them to respond to disasters effectively, women's economic empowerment and ensure the girls education and advocate the communities issues with relevant stakeholders.

Whereas ActionAid has been established in the country for the purpose of carrying out development activities in the areas of poverty eradication, promotion of social justice and good governance, with financial resources received in the form of sponsorship contributions and other funding mechanisms from abroad;

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www.actionaid.org/pakistan

Registered Charity No. 274467
Registered Company No. 1295174
Registered in United Kingdom of Great Britain and Northern Ireland

Recognising that ActionAid and HUIRA have shared values and principles as well as working approach and strategic focus so agreed to enter into this Strategic Partnership based on the following terms and conditions:

1. Objectives of this Agreement

The Parties hereby agree to cooperate over future collaborations for the fund raising activities regarding programme development, support to the refugees especially in KPK and various agencies of FATA and including but not limited the Disaster Risk Reduction and Humanitarian Response.

ActionAid, Pakistan country programme will be responsible for the overall supervision, technical support, management support, strategic direction and coordination of the action.

2. Duration of Partnership Agreement

This Strategic Partnership Agreement is valid for three years starting from October 2017 to October 2020, which may be changed or extended by mutual consent in writing.

3. Areas of Interest

Other than the priority area, that this partnership agreement will specifically address, although it will not be limited to these areas alone, and further additions can be made whenever required and mutually agreed.

4. General Conditions

4.1 Both the parties will jointly develop proposals for joint implementation in areas including but not restricted to:

- a. Humanitarian Response
- b. Women Economic Leadership
- c. Livelihoods improvement
- d. Food & Nutrition Security
- e. Disaster Risk Reduction and Climate Change

4.2 ActionAid and the Partner hereby undertake to abide by all the country laws.

4.3 The partner will work individually with ActionAid or in collaboration with other partners of ActionAid regarding the donors' project calls as per objective mentioned in clause 1.

4.4 If both partners apply for a donor call in consortium with other organizations; all the members will agree through a consortium agreement. During the proposal development stage a steering group of consortium partners' representatives will be formed with clear TORs after mutual agreement to be followed by each consortium member including both partners.

- 4.5 If a Contract is awarded to the Consortium, the members will agree to Consortium Agreement.
- 4.6 Both the partners will work as per partnership agreement; however any addition or deletion may be specified to the other and be with mutual consent.
- 4.7 Involve communities in all fundraising being done on their behalf or in their names.
- 4.8 The Partner shall not hold out to third parties that it is an agent of/represents ActionAid and shall not enter into any agreement with third parties on behalf of ActionAid or purport to bind or commit ActionAid in any manner.


5. Confidentiality

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

- 5.1 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");
- 5.2 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, agents 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.

6. Performance

- 6.1 Both the parties hereby agree that they will provide voluntarily capacitated and technical staff as focal persons for the purpose of proposal writing.
- 6.2 Regularly exchange information with regard to each other's activities of mutual interest.
- 6.3 Organize meetings as and when necessary through mutual consent and inform each other of new initiatives of shared interest.
- 6.4 Collaborate on joint initiatives, experience sharing and exposure visits. However, each party will give at least four weeks' notice prior to organizing any activity. This support can be through modest funding or technical support.
- 6.5 Acknowledge each other in relevant reports and publications pertaining to joint initiatives, where possible.
- 6.6 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.



6.7 Both the parties acknowledge that there is no guarantee that any Proposal submission will be successful. The submission by the Lead Agency of the Proposal is not a warranty or guarantee to any other Member as to the accuracy of any information contained therein or the compliance of the Proposal with any of the Donor's requirements.

7. Termination

This Agreement will terminate upon the first to occur of any of the following events:

- 7.1 The insolvency, bankruptcy, reorganisation under the bankruptcy laws, or assignment for the benefit of creditors of either party;
- 7.2 Both parties mutually agree to terminate the partnership.
- 7.3 If any party does anything which is likely to bring any other party into disrepute
- 7.4 If every effort to resolve any conflicts mutually and amicably *fails*

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

For ActionAid, Pakistan Country Program

For and on behalf of HAJRA

I.A. Nizami

Iftikhar Ahmad Nizami
Country Director

ActionAid, Pakistan Country Programme

Saleem Ahmad

Saleem Ahmad
Executive Director
HAJRA

Dated: _____

Dated: 31/10/2017

***** END*****

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