

Annex I

Scope of Work: Shaheed Benazir Bhutto Women University *Legal Education Support Program*

Scope of Work: Shaheed Benazir Bhutto Women University Peshawar (SBBWUP) will execute activities (described below) that will lead to the improvement of law students' practical skills and modernization of the Pakistani law school curriculum.

Goal: Shaheed Benazir Bhutto Women University seeks to improve the teaching of practical skills to its students in order to better prepare them to be effective advocates and to push for broader reforms of the legal system. The overall goal of the program is to help Pakistani law schools improve the practical skills of future lawyers and prosecutors, and to promote the development of Pakistani justice sector institutions' ability to handle complex cases.

List of Activities:

Activity 1: SBBWUP will develop and refine an operational plan for a law clinic.

Activity 2: SBBWUP will develop curriculum to support a future legal clinic. SBBWUP will teach the academic component of the clinic and at least 4 students will participate.

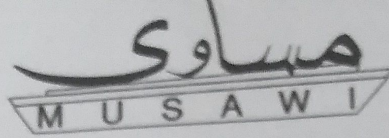
Activity 3: SBBWU will hold two workshops to inform students about clerkships and encourage applications. At least five students will attend the workshops, and at least two students will apply for clerkships.

Activity 4: One SBBWUP professor will attend two workshops in Islamabad on teaching legal research, reasoning, and writing.

Activity 5: SBBWUP will develop a new legal writing curriculum with support and will refine it based on feedback. SBBWUP will receive two recorded legal writing courses to inform the curriculum development. SBBWUP will teach the legal writing course.

Activity 6: SBBWUP will establish a law journal and publish at least one issue. SBBWUP will arrange to receive papers for the law journal and will edit them, and publish both online and in hard copy. At least two students from SBBWU will be published for the first time in the journal.

Activity 7: SBBWUP faculty members will host a minimum of two train-the-trainer sessions in Peshawar with UoP. These faculty members will be joined by at least one member from from SIL and/or IIUI. At least five faculty members from all interested schools will attend.



Memorandum of Understanding

This Memorandum of Understanding (hereinafter "MOU") is made on this 19th
day of MARCH 2019

Between

Musawi (Pvt.) Ltd ('Musawi'), an organization through Ms. Fatima Yasmin Bokhari (Chief Executive Officer) having CNIC of 35202-3934012-2, and registered office at 151-Q, Johar Town, Lahore (hereinafter referred to as the Musawi, which term shall include successors-in-interest and permitted assigns)

And

Shaheed Benazir Bhutto Women University Peshawar ('SBBWUP'), an education institution through Professor Dr. Razia Sultana (Vice Chancellor SBBWUP) having CNIC of 61101-1820238-2 and registered office at SBBWU, Peshawar, (hereinafter referred to as the SBBWUP, which term shall include by successors-in-interest and permitted assigns);

(Musawi and SBBWUP Party may be referred collectively as "Parties")

WHEREAS:

- A. Whereas, Musawi is a company of professionals who have experience working on projects pertaining to exploratory research, monitoring and evaluation, experimental design and intervention, impact assessment and survey implementation, strategic litigation and legal services, program management and implementation, research and legal services under various grants in Pakistan.
- B. Whereas, SBBWUP is an educational institute based in Peshawer. SBBWUP is the first public sector women university in Khyber Pakhtunkhwa which has been functioning since 2005.

NOW THEREFORE, it is hereby agreed between the parties hereto as follows:

1. Terms

1. The basic purpose of this Memorandum of Understanding is to have a link between the Parties and to facilitate the Legal Education Support Program-Phase II in Pakistan.
2. The Legal Education Support Program in Pakistan (Phase 2) involves working with 7 Pakistani universities, particularly the law departments to build the legal capacity of young law students ahead of their joining the legal profession. The project aims to strengthen legal education in Pakistan, by improving practical skills of future lawyers and prosecutors. The objectives of the project include to improve the practical legal skills of Pakistani law students; increase the quality and quantity of legal research and writing done by students; improve curricula, research, and teaching methodology; and increase interest among Pakistani law students in the prosecution service and the perceived prestige of prosecution among recent graduates.
3. Musawi's objective is to ensure implementation and management of the program in Pakistan. Musawi will provide management, monitoring &

evaluation and ancillary support to partner-law schools under the grant. The grant involves six partner-schools, four in Lahore, one in Islamabad and two in Peshawer.

4. Musawi will provide support which includes coordination and correspondence to complete all paperwork, direction to complete stated activities, financial assistance through the financial manager to ensure proper documentation of funds expended under the grant.
5. SBBWUP will work with the support and under the direction of Musawi for the purpose of achieving the objectives of the project as set forth in Clause 2. The exact Scope of Work of SBBWUP under this project is attached in Annex 1. SBBWUP will be responsible for all its operations and ensuring the activities listed in the Scope of Work (Annex 1) are completed in a timely manner.
6. Musawi will provide SBBWUP with approximately PKR 4,840,000 for completion of activities as listed under Annex 1. SBBWUP agrees to utilize the funds provided under this project to complete the activities listed in Annex 1. SBBWUP will be responsible for invoicing Musawi.
7. The SBBWUP hereby agrees to provide the Musawi with contact information (this can include email, phone number, etc) of all relevant personnel working on this project. SBBWUP agrees to confirm any changes in Personnel working on project related activities with Musawi and to notify of such changes immediately as well.
8. This Agreement may be terminated through mutual agreement of both Parties.
9. This Agreement may be modified or amended only with the mutual consent of the Parties in writing.
10. Two copies of this Agreement will be signed by the parties and both will be deemed to be original.

2. CONFIDENTIALITY:

1. Any information relating to the existence of the MOU or exchanged in connection with the discussions relating to the collaboration whether prior to this MOU or in pursuance hereof are to be considered confidential information and will be treated with utmost regard to their confidential nature. The Parties may, however, with prior consent of the other make the existence of this MOU and the collaboration public on such terms as the Parties may agree. The receiving Party shall not have the right to disclose, use or utilize any confidential information without the express consent of the disclosing Party, and each Party remains subject to the below conditions (i)(ii)(iii):

- (i) For purposes of this MOU, "Confidential Information" shall mean all intellectual property, financial, technical, operational, commercial, staff, management, customer lists, information relating to start-ups, plans, strategies, course materials and other information, data and expertise of whatever kind, whether in writing or in oral form, relating to any Party, which is either directly or indirectly disclosed by the disclosing Party to the receiving Party and includes all copies, lay-outs or films thereof. Confidential Information shall include all documents, data, and analyses prepared by a Party or its employees/agents on behalf of other Party, which contain or are based upon Confidential Information.
- (ii) Neither Party hereto shall use the Confidential Information (as defined above) in connection with any other transaction or business opportunity, whether or not in existence on the date hereof. Receiving Party will not copy, publish, distribute or disclose any of the Confidential Information except to their directors, officers, and employees and upon approval of the other Party, to those employees/agents who need such information for the purpose of implementing this MOU. Receiving Party and its employees/agents

will use their best efforts and take all reasonable steps to protect the Confidential Information from unauthorized production, publication, distribution or disclosure. Receiving Party will hold in confidence all such Confidential Information. The standard of care utilized by Receiving Party and its employees/agents in protecting such Confidential Information shall be the higher of the standard of care utilized by it and its agents in protecting its own highly confidential and proprietary information. Receiving Party shall destroy/return all Confidential Information to the disclosing Party immediately upon request of disclosing Party or upon the end of the Term of termination of this MOU for any reason. Disclosing Party shall be entitled to all legal and equitable remedies to enforce any breach of the provisions of this clause. The provisions of this clause 2(I) shall survive the termination of this MOU for a period of three (3) months from such date of termination or end of Term.

- (iii) Receiving Party will immediately notify the disclosing Party upon discovery of any unauthorized use or disclosure of confidential information and will cooperate in any reasonable way to help the disclosing Party regain possession of the confidential information and prevent further unauthorized use.

2. Duration

1. This MoU shall become effective upon signature by the authorized officials from the Parties and shall remain in place till the end date of the project i.e. June 30th 2018.
2. This MoU may be modified by the mutual consent of authorized official as notified in the head of this MoU from both Parties.

3. Contact Information

For the purposes of correspondence:

Shaheed Benazir Bhutto Women University Peshawer

Address: Charsadda Rd, Larama, Peshawer, Khyber Pakhtunkhwa

E-mail: aarzoofarhad@sbbwu.edu.pk

Contact: +92 346 9056399

Musawi (Pvt.) Ltd

Address: 151-Q, Johar Town, Lahore

E-mail: info@musawi.org

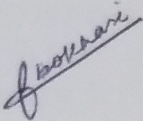
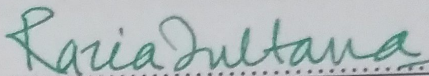

Contact: +92 321 4422565

4. Entirety of Agreement.

This document constitutes the entire Agreement between Musawi and SBBWUP with respect to the subject matter of this Agreement hereof, and supersedes all previous communications, representations, understandings, and Agreements, either oral or written, between the Parties or any official or representative thereof.

Each signatory below represents that it has the full authority to enter into this Agreement and to bind his or her respective Party to all of the terms and conditions of this Agreement.

IN WITNESS WHEREOF, THE PARTIES hereto have executed this Agreement
on the day and year first above written.

 <u>Signed for and or on behalf of Musawi (Pvt.) Ltd</u>	 <u>Signed for and or on behalf of Shaheed Benazir Bhutto Women University Peshawar</u>
<u>Name:</u> Fatima Yasmin Bokhari <u>Designation:</u> CEO 	<u>Name:</u> Dr. Razia Sultana <u>Designation:</u> Vice Chancellor, SBBWUP Vice Chancellor Shaheed Benazir Bhutto Women University, Peshawar