



Memorandum of Understanding

Between

Khyber Pakhtunkhwa Information Commission

(Referred to as "First Party")

And

Da Hawwa Lur

(Referred to as "Second Party")

(Jointly referred as "Parties")

From: December 2023 to December 2024

Background

Khyber Pakhtunkhwa Information Commission (KPIC) and Da Hawa Lur are two independent entities that have shared aims and objectives. The MOU will enable the citizens, particularly the marginalized community (women and transgender), to access public information held by the government and public entities under Right to Information Act. This is one of the basic tools for citizens' integration into governance.

Khyber Pakhtunkhwa Information Commission, Government of KP hereinafter called the 1st Party of this MoU.

In pursuance of Article 19-A of the Constitution of Pakistan, the Provincial Assembly of Khyber Pakhtunkhwa enacted the Khyber Pakhtunkhwa Right to Information Act (KP RTI Act) on 4th November 2013. Khyber Pakhtunkhwa Information Commission (KPIC) became functional under section 24 of the KP RTI Act 2013, as an independent statutory body on December 26, 2013, to implement and oversee the implementation of the act ibid with in the province of Khyber Pakhtunkhwa. KPIC is mandated to ensure citizens' access to the information held by public bodies and to create a transparent and corruption-free environment in the Province.

Da Hawa Lur (DHL) Hereinafter called 2nd Party of the MoU.

Da Hawa Lur is a non-profit and non-government organization which has been registered under the Societies Act 1960, and working for equal rights of women and transgender.

Objectives and Description of Collaborative Relationship and Role.

Both the parties developed this Memorandum of Understanding to improve collaboration and to contribute in promoting diversity, building relations, and to encourage women and transgender to avail opportunities and to create a society where women and transgender can be encouraged to take benefits of the existing services in the province. This collaboration identifies the following strategies and the role of both parties to achieve the shared objective of the MoU.

A. First Party :

Administrative support regarding

- a. Governance issues
- b. Provide technical inputs in the sensitization of Da Hawwa Lur staff and its community-based women and men organizations (WOs & MOs) on RTI.
- c. Deliver Training on RTI of both male and female staff, volunteers working for women rights in Da Hawwa Lur and communities throughout the province.
- d. Publicity leading to awareness and organization of communities.
- e. Facilitate in capacity building for state-citizens relationship to reduce trust deficit.
- f. Collaboration in promotional activities and mass awareness.
- g. Sensitization of Designated Officers towards public information.

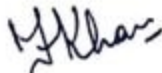
B. Second Party:

While the 2nd party i.e., Da Hawwa Lur will

- a. Provide forums to the 1st party to introduce KPIC, RTI, and make the community aware on the KPIC, its mandate and how to ensure that communities especially women benefit from the right to access to information.
- b. Share its quarterly and monthly plans with KPIC so that the officials from KPIC ensure performance of their role as described in this MoU.
- c. Integrate the general awareness and sensitization on the RTI in its various field activities, structures and documents e.g., schools, seminars, sessions, coordination meetings with communities and other stake holders, community based documents etc.
- d. Joint project proposal development and submission to donors/development partners to improve reporting and response regarding RTI from public bodies.

Other (General) Terms and Conditions

- a. Both parties to this MoU shall be exempted from any liability whatsoever in respect of loss and/or death and/or injury and/or damage sustained by any party by any reason whatsoever.
- b. The memorandum may be terminated by either party giving the other party a three months notice in writing.
- c. *Force Majeure:* If the fulfillment of the MoU in whole or part becomes undoable due to unforeseen/unavoidable threats and apprehension thereof or any other event in excess of reasonable control of either party, the MoU shall become redundant, without prejudice to the rights or obligations of either party accrued in respect of anything already done or executed and no liability shall be attached to either party.
- d. It is agreed by both the parties to nominate focal persons to coordinate and initiate the roles of the parties to be executed accordingly and to develop joint plan inline with the MoU.
- e. Both parties must obtain formal approval before using each other's logo, name and trademark etc.
- f. In case of any dispute, the two parties shall first try to resolve any controversy or claim arising out of or relating to this MoU, or the breach or alleged breach thereof, by good faith negotiation among senior officers of both the parties.



Farah Hamid Khan,
Chief Commissioner, KPIC
(First Party)



Khurshid Baño
CEO Da Hawwa Lur
(Second Party)


Witness

Deputy Director Communications
KPIC

Witness



Legal Advisor