

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum Of Understanding (MoU) is reached this \_\_\_\_ day of \_\_\_\_\_ 2016, between TBL - Triple Bottom-Line, a sustainability advocacy platform of Asiatic Public Relations Network (Pvt.) Limited (hereinafter referred to as TBL), having its offices at F-5, First Floor, Block-9, Clifton, Karachi, and \_\_\_\_\_ (hereinafter referred to as Beneficiary Institution), located at \_\_\_\_\_

Now this MoU witnesseth as follows:

- A. TBL has launched the National Volunteer Programme (hereinafter referred to as the NVP) for the growth of volunteerism in Pakistan. The NVP is a technology-based programme that will work towards providing meaningful volunteering opportunities to all citizens willing to offer their time and skills purely on a voluntary basis, to make a real difference in the lives of the needy & the marginalized.
- B. For this purpose the NVP will place volunteers in organizations and institutions working for community care, welfare and development, hereinafter referred to as Beneficiary Institutions.
- C. NVP's customized software and portal will match each volunteer's skills and area of interest with a Beneficiary Institution that needs such skills the most. As such the NVP will aim to optimum the outcome of volunteering work.

### **PURPOSE OF MoU:**

Now the purpose of this MoU is to establish the terms and conditions under which TBL will serve as an intermediary between the Beneficiary Institution and the Volunteer to engage the services of Volunteers at Beneficiary Institution under the NVP.

It is thereby agreed that the Beneficiary Institution signing this MoU is ready and willing to accept their engagement of service with TBL on the below terms and conditions.

#### **1. NATURE OF SERVICES**

To perform activities as per the Terms of Reference given below:

- a) **Responsibility of TBL:** TBL agrees to:
  1. Make best efforts to arrange the volunteer or volunteers with skills desired by the Beneficiary Institution.

2. Provide orientation to the volunteer before the volunteer takes up the assignment with the Beneficiary Institution.
3. Monitor the service activity performed by the assigned volunteer at the agreed upon address of the Beneficiary Institution, in close coordination with volunteer supervisor nominated by the Beneficiary Institution.
4. Upon completion of the volunteer's agreed upon volunteering period, generate a report to be submitted to volunteer's Employer Company (if the volunteer is a corporate employee nominated by a Company), or to the volunteer him/her self, on the basis of feedback received from assigned volunteer supervisor at the Beneficiary Institution.
5. Withdraw the volunteer if the Beneficiary Institution justifiably requests such withdrawal.
6. Provide the above services at no charge to the Beneficiary Institution.

b) **Responsibility of the Beneficiary Institution:** \_\_\_\_\_ agrees to:

1. Register the institution formally with the NVP by completing and signing off on the Registration Form and completing other formalities as may be required.
2. Nominate a responsible person within the Institution to act as the volunteer supervisor to guide the volunteer and liaise with the NVP for the monitoring of the volunteer.
3. Abide by the procedures including NVP's Programme Cycle as set-forth in the Beneficiary Institution's guideline document.
4. Provide a copy of the volunteer management plan to TBL.
5. Duly fill out and provide TBL with a job description template.
6. Provide a healthy and safe working environment to the volunteer.
7. Duly fill in the Checklist document.
8. Provide notice to the volunteer prior to any holiday or strike call.
9. Work for a fair and quick resolution of any problem that may arise in relation to the volunteer.
10. Provide individual feedback for volunteer assignment completion.

## **2. DURATION OF MoU**

The validity of this MoU will be for one year starting from the date of this MoU, and will be subject to annual renewal thereafter with mutual consent of both signatories.

## **3. RIGHTS AND OBLIGATIONS**

- a. The rights and obligations of Beneficiary Institution are strictly limited to the terms and conditions of this MoU. Accordingly, the Beneficiary Institution will not be entitled to any other privilege or benefit, monetary, material or otherwise, from TBL, except as expressly provided in Article 1 of this MoU.
- b. TBL shall not be held liable for any claims whatsoever, on any grounds, including any arising from omissions, commissions or negligence by the volunteer in the course of performing volunteering service. As such the Beneficiary Institution shall indemnify and hold TBL / NVP harmless and indemnified against any loss or damage or claim arising out or in connection with the volunteer's work.

**4. OVERRIDING EFFECT**

This MOU represents the complete agreement between the Parties regarding the subject matter hereof, and supersedes all previous discussions, negotiations, proposals or agreements regarding the same. This MOU may be amended only by another written instrument duly executed by both Parties.

**5. ARBITRATION**

Any dispute between the parties in respect of any matter pertaining to this MoU shall be settled through consultation and negotiation in good faith and in the spirit of mutual co-operation.

**6. TERMINATION**

- a. In case of any unforeseeable events, which impede the implementation of the project, or/and in case of default by either party in fulfillment of any commitment or obligation under this MoU, the other party may terminate this Agreement by means of written notice. The parties will come together to agree upon modalities in order to ensure that the premature termination of the project has no major disadvantage.
- b. TBL reserves the right to terminate this MoU and all its obligations at its sole discretion at any time, if it feels that the continuation of the MoU is detrimental to its interests, and/or the work or safety of the volunteer is compromised in any manner.

**7. ACCEPTANCE**

This MoU is being executed in 2 originals, one for each party, who hereby accept this MoU in its entirety by affixing their signatures below

FOR:

\_\_\_\_\_  
NAME OF BENEFICIARY INSTITUTION

TBL – TRIPLE BOTTOM-LINE

\_\_\_\_\_  
NAME OF HEAD OF INSTITUTION

\_\_\_\_\_  
NAME OF PROJECT MANAGER

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE