MEMORANDUM OF UNDERSTANDING

By & Between

Local Government & Community Development Department, Government of Punjab, Lahore, Pakistan (LG&CDD)

And

M/S URBAN SECTOR PLANNING AND MANAGEMENT SERVICES UNIT (PVT.) LIMITED. (URBAN UNIT)

And

AUSTRALIAN CENTRE OF EXCELLANCE IN LOCAL GOVERNMENT (ACELG), UNIVERSITY OF TECHNOLOGY, SYDNEY









MEMORANDUM OF UNDERSTANDING

The LG&CDD, UU and ACELG will collectively called parties. The parties have sign this MOU to encourage direct contact and co-operation between their faculty, Officers and administrative staff, divisions and other units for improving of Local Government training & system, capacity building and Local Governance improvement in Punjab Pakistan.

- 1. Within fields that are mutually acceptable, the parties intend to pursue the following general forms of cooperation:
 - a. Joint research activities.
 - b. Joint participation in internationally funded projects.
 - c. Visits by, and exchange of students /Officers of Local Government & Govt of Punjab for the purposes of study and research.
 - d. Visits by, and exchange of staff of institutions for the purposes of research, teaching and discussions. e. Exchange of information including, but not limited to, exchange of library materials and research publications.
 - e. Facilitation & strategic advice for the design of the training program and need assessment for Punjab
 - f. Strategic advice on research and local government service delivery improvement in Punjab & Pakistan
 - g. Support for establishing Punjab Local Government Academy as a lead institution in Pakistan
 - h. Collaborating for program accreditation from the Australian University and other certification body for training programs

By signing this MoU neither party intends to enter into a legally binding relationship or to be bound by this MoU. The parties only intend that this MoU provide a framework that outlines the major activities

- The parties may negotiate, in good faith, more specific agreements necessary to govern particular
 projects and to record any financial arrangements required to undertake the agreed areas of cooperation.
- 4. If this MoU remains dormant for three years from the last date on which it is signed by a party, it will be deemed to have lapsed. Where this MoU continues to be active, the agreement will remain in place for five years after signature, and the parties may agree to review it with a view to extending its term.
- 5. For the purposes of this MoU, 'active' means some substantive activity under at least one of the forms of cooperation outlined in clause 2 above.

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- 6. This MoU may be terminated at any time by either party by mutual written agreement or in any event by twelve months written notice from either party to the other for any reason or for no reason.
- 7. Any termination of this MoU under clause 7 will not operate to prejudice an individual student or staff member engaged as at the date of termination in an activity outlined in clause 2. The intention is that such individual's activity will be permitted to reach its natural or contemplated conclusion.
- 8. The parties acknowledge that Parties are bound by Australian Commonwealth and State legislation & Government of Pakistan and Government of Punjab Legislation and specifically in regard to:
 - a. Work health and safety obligations in respect of any of its students, staff or research connected to this Memorandum of Understanding
 - b. Procurement of services etc.
- 9. All parties agrees to take reasonable steps to ensure compliance with such laws where requested by all three parties. This may include special arrangements with ACELG for visits or exchanges by students or staff to ACELG premises.
- 10. Urban Unit will take the management responsibility on Behalf of LG&CDD and Lead the Project from Pakistani side including management responsibility of PLGALM
- 11. The parties agree that this MoU does not create or evidence a relationship between them of partnership, joint venture, employer and employee or agency.
- 12. The parties acknowledge that the academic and research standards properly established by each of them must be maintained at all times and that the relationship between the parties will not operate to constrain the other party from applying those standards.

13. This MOU may be varied by a further written document signed by the parties that expresses an intention to vary this MOU.

Mr. Khalid Masood Chaudhary

Secretary Local Government & Community Development,

Government of Punjab

Date:

Pakistan

Dr. Nasir Javed

Chief Executive Office

Urban Sector Planning & Management Services

Unit (Pvt.) Limited

Government of Punjab Pakistan

Ms. Melissa Gibbs.

Deputy Director

Australian Centre of Excellence for Local Government