MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF ISLAMIC REPUBLIC OF PAKISTAN
AND

(Shahid Afridi Foundation)

This MOU is made between the Government of Pakistan through the Economic Affairs Division, (hereinafter referred to as "the Government") and **Shahid Afridi Foundation** (hereinafter referred to as "the Organization"), a not-for-profit organization registered under Trust Act 1882 at office Sub-Registrar (Shah Faisal Town) Board of Revenue, Sindh and SAF office at 204, E.I Lines Dr. Daud Pota Road, Karachi .

Whereas the Organization (**Shahid Afridi Foundation**) desires to undertake work for the project **"Effective Operation and Upgradation of SFCH Kohat"** located in **Kohat-KPK**, and for this purpose has submitted an application for registration accompanied by requisite documentary information. Now, the Government is pleased to allow the organization to carry out its work on the following conditions:-

1. This MOU shall be governed by laws and policies of the Government of Pakistan.
2. **The Government may**:-
   2.1. Allow (**Shahid Afridi Foundation**) to receive foreign contributions including funds, materials and services, emanating from declared sources, through legal channels, subject to reporting requirements.

   2.2. Allow (**Shahid Afridi Foundation**) to open, maintain and operate accounts for the execution of its work.

   *Provided that for opening and operating foreign currency accounts, the (***Shahid Afridi Foundation***) shall seek permission of the State Bank of Pakistan, under the applicable law and rules;*

   2.3. Allow (**Shahid Afridi Foundation**) to maintain its office at 204, E.I Lines Dr. Daud Pota Road, Karachi and to open other offices, if required, with prior written approval of the Government, subject to the concurrence of the Provincial Government / local government and compliance with applicable law / rules.
3. **Import / Tax Regulations**
   3.1. The (**Shahid Afridi Foundation**) may avail 100% tax credit subject to the provisions of the Section 100C and approval of the Commissioner Inland Revenue concerned, under Section 2(36) of the Income Tax Ordinance 2001.
4. **Obligations of the Organization**

   The Organization shall:-

   4.1. Use funds, materials and services received by it as foreign contribution or foreign economic assistance from declared sources, through legal channels, for its specified work, and provide to the Government every six months complete information regarding flow of such funds, materials and services and when required by the Government.

   4.2. Obtain prior concurrence of the Government for any additional funding or different source of funding other than that specified by the (Youth Association for Development).

   4.3. Appoint and employ a representative and other senior management personnel as appropriate, who will manage the work and supervise the staff on behalf of the (**Shahid Afridi Foundation**) and liaise with the Government, and the Provincial / local Governments.

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Islamabad

4.4. Make payment above Rs.20,000/- (Rupees Twenty Thousand) in Pakistan through banking channels and to provide complete details in this respect to the Government every six months.

4.5. Ensure that all staff shall pay applicable taxes.

4.6. Ensure withholding of tax, wherever applicable, and deposit of the same in Government treasury.

4.7. Ensure that the administrative expenses do not exceed 30% of the project cost.

4.8. Ensure filing of Income Tax Return and withholding statements.

4.9. Submit to the Government when required, written reports covering its activities and progress on the projects, funds received from abroad and their expenditure in Pakistan.

4.10. Have its performance audit done from a panel of Auditors approved by the NGO Committee.

4.11. Ensure that its entire work is undertaken in accordance with the laws and policies of Government of Pakistan.

4.12. Inform respective Provincial Governments and concerned Local Governments / district authorities regarding its programs / projects in their area and obtain their approval/permission/NOC for carrying out permissible activities.

The Organization shall not:-

4.13. Engage in money laundering, terrorist financing, weapon smuggling, anti-state activities and maintaining links with proscribed organizations.

4.14. Take part or assist in any kind of political activity; conduct research or survey unrelated to their TORs unless sanctioned by the Government; carry out missionary work in Pakistan or any other unauthorized or prohibited activities.

4.15. Transfer or rent / lease out its possessions or allow their use for purposes other than those specified and agreed upon between the Parties in this MOU.

4.16. Indulge in distribution of any material or pamphlet causing or likely to cause religious resentment in the area of its activities.

5. Termination of MOU:-

5.1. The Government reserves the right to immediately terminate this MOU and cancel registration of the (**Shahid Afridi Foundation**) in case of non-compliance with any provision of this MOU.

5.2. The Government may also terminate this MOU on the following grounds:-

5.2.1. The (**Shahid Afridi Foundation**) has been found to be working in a geographical area other than the areas authorized.

5.2.2. The non-cooperation or breach of security or participation in any activity inconsistent with national interests, and religious sentiments of the people.

5.2.3. The objectives stated by the (**Shahid Afridi Foundation**) are not being pursued.

5.2.4. False, incomplete or misleading information has been furnished to the Government.

5.2.5. No reasonable activity has been undertaken by the (**Shahid Afridi Foundation**) for a period of one year after signing of this MOU.

5.2.6. The (**Shahid Afridi Foundation**) has ceased to exist.

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5.3. In case of termination of this MOU, the registration of the (**Shahid Afridi Foundation**) will stand cancelled and it shall cease all its activities forthwith.

6. The (**Shahid Afridi Foundation**) may file a written request for cancelation of its registration and closing of its activities with 3 months prior notice to the Government for its approval and clearance in accordance with the laid down procedure.

7. **Entry into Force and Duration of MOU:-**

This MOU shall enter into force on the date of signatures and shall remain valid up to ~~Two years~~ 2 years.

In witness whereof, the undersigned representatives, duly authorized by the Government and the (**Shahid Afridi Foundation**), have signed this Memorandum of Understanding.

Done at Islamabad, on this....09th.....day of...September 2021, in English language in two originals, the signatories to retain a copy each.

09.09.2021

Joint Secretary
For the Government of the
Islamic Republic of Pakistan

Joint Secretary (NGO/INGO)
Economic Affairs Division
Government of Pakistan
Islamabad

Rizwan Ahmed
Country Director & COO
Shahid Afridi Foundation