

### Subject: Request for Signing Memorandum of Understanding (MoU) between UNFPA and PDMA Sindh

The United Nations Population Fund (UNFPA) acknowledges and appreciates the continuous efforts and commitment of the Provincial Disaster Management Authority (PDMA), Sindh, in addressing the challenges posed by disasters and humanitarian crises in the region.

In line with our shared objectives to enhance the well-being and protection of vulnerable populations, particularly women and girls, UNFPA is pleased to extend its technical support to PDMA Sindh. This collaboration aims to strengthen the integration of Sexual and Reproductive Health (SRH) and Gender-Based Violence (GBV) prevention, risk mitigation, and response into the preparedness and contingency plans of PDMA Sindh.

As agreed, we propose to formalize our cooperation through a Memorandum of Understanding (MoU) that outlines our joint efforts for emergency preparedness, response, and resilience building in the areas of SRH and GBV, emphasizing gender equality and the empowerment of women and girls, especially during times of crisis. We believe that the formalization of this partnership will significantly enhance our collaborative efforts in addressing the critical issues of SRH and GBV in Sindh, particularly in the context of disasters and emergencies.

Enclosed with this letter is the formal copy of the MoU, signed by Dr Luay Shabaneh, UNFPA Country Representative. We kindly request your signature and approval to formalize this partnership.

Thank you for your attention and cooperation.



Yours sincerely,

Bayramgul Garabayeva

Bayramgul Garabayeva Head of UNFPA Office Karachi, Sindh

To: Director General Provincial Disaster Management Authority Government of Sindh, Karachi

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# MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED NATIONS POPULATION FUND AND

#### PROVINCIAL DISASTER MANAGEMENT AUTHORITY, GOVERNMENT OF SINDH

This Memorandum of Understanding ("MOU") is entered into by the United Nations Population Fund ("UNFPA"), a subsidiary organ of the United Nations established by the General Assembly pursuant to resolution 3019 (XXVII) of 18 December 1972, and the Provincial Disaster Management Authority, Government of Sindh (hereinafter "PDMA Sindh"), headquartered in Karachi. UNFPA and PDMA Sindh are hereinafter jointly referred to as the "Parties" and each separately as a "Party".

**WHEREAS**, UNFPA cooperates with and assists governments with respect to the formulation, adoption, and implementation of their population policies and development strategies; to enhance strengthened preparedness, response, and coordination mechanism in humanitarian settings.

WHEREAS, the Government of the Islamic Republic of Pakistan and UNFPA concluded a basic agreement setting out basic conditions under which UNFPA shall assist the Government in carrying out its development and humanitarian projects, which entered into force on [25 February 1960].

**WHEREAS**, the Parties share similar missions and wish to cooperate in areas of mutual concern to enhance the effectiveness of their development efforts;

**NOW, THEREFORE**, the Parties agree to cooperate as follows:

#### ARTICLE I PURPOSE

The required support will be provided under the frame of this MOU to PDMA Sindh by UNFPA and its implementing partner for strengthening community resilience, preparedness, mitigation, response, and coordination capacities to ensure access to essential and lifesaving Sexual and Reproductive Health (GBV) and Gender-Based Violence (GBV) interventions in humanitarian situations with subsequent preparedness, mitigation, recovery, and rehabilitation actions. Adherence and the application of the GBV guiding principles of safety, respect, confidentiality, and non-discrimination for GBV coordination and programming is mandatory and guide the implementation.

The PDMA Sindh will play a role as the coordinating body in ensuring and promoting the smooth implementation of humanitarian and development projects in the province and sharing evidence-based data and information on population dynamics with the age, gender and diversity consideration, mapping of risk factors of disasters, mainstreaming GBV risk mitigation actions, and other relevant information to facilitate the implementation and coordination of projects.

### ARTICLE II AREAS OF COOPERATION

The Parties agree to cooperate in the following areas:

 Technical Assistance to PDMA Sindh in establishing Gender Cell and strengthening the PDMA capacity in advocacy and mainstreaming gender and GBV considerations in

- disaster management response across all sectors, including in provincial & district contingency plans and a daily situational report format.
- Capacity building and roll-out of Minimum Initial Service Package for SRH in Crisis Situations (MISP) and GBV in Emergency (GBViE) training to key relevant officials of District Disaster Management Authority (DDMA) and to health service providers at the district and provincial level. The key focus area will include GBViE Minimum standards, GBV Standard Operating Procedures (SOPs), GBV Safety Audit, GBV reporting during response phase and orientation on integration of GBV in all sectors as cross cutting elements.
- Advocacy and stakeholders' engagement in climate change adaptation planning and its linkages with SRH and GBV, integration of GBV and SRH in response planning, implementation, and monitoring process.
- Strengthening coordination with the GBV sub-working group in ensuring the GBV risk mitigation plan reflects the detailed information from all the GBV partners on resources and capacities available.
- Contribution to resilience building strategy framework at the provincial and district level. This may include such activities as conducting review and research studies on climate change with impact on SRH and GBV.

## ARTICLE III CONSULTATION AND EXCHANGE OF INFORMATION

- 3.1 The Parties shall, on a regular basis, keep each other informed of and consult on matters of common interest, which in their opinion are likely to lead to mutual collaboration.
- 3.2 Consultation and exchange of information and documents under this Article shall be without prejudice to arrangements, which may be required to safeguard the confidential and restricted character of certain information and documents. Such arrangements will survive the termination of this MOU and of any agreements signed by the Parties within the scope of this collaboration.
- 3.3 The Parties shall, at such intervals as deemed appropriate, convene meetings to review the progress of activities being carried out under the present MOU and to plan future activities.
- 3.4 The Parties may invite each other to send observers to meetings or conferences convened by them or under their auspices in which, in the opinion of either Party, the other may have an interest. Nothing in this sub-paragraph 3.4 shall be deemed to prejudice the established rules and procedures applying to such meetings and conferences. Invitations, if any, shall be subject to such rules and procedures.

## ARTICLE IV IMPLEMENTATION OF THE MOU

- 4.1 It is understood that each Party shall apply its respective applicable laws, regulations, rules, policies, and procedures to its activities under this MOU. Any cooperation between the Parties under this MOU shall be on a non-exclusive basis.
- 4.2 UNFPA will provide technical support directly and/or through its implementing partners/consultants.
- 4.3 The Parties may conclude co-financing agreements, as appropriate. Co-financing means a UNFPA resource mobilization mechanism through which contributions are received by UNFPA

in support of specified purposes consistent with the policies, aims and activities of UNFPA (UNFPA Financial Regulation 2.2 T ii).

4.4 The Parties may conclude other supplementary agreements for the implementation of this MOU, as appropriate.

#### **Other Matters**

- 4.5 Neither Party shall be an agent or representative of the other Party. Neither Party shall enter into any contract or commitment on behalf of the other PaiTy and shall be solely responsible for making all payments to and on behalf of its own account, as provided under this MOU or any other agreement between the Parties.
- 4.6 Each Party shall be responsible for its acts and omissions in connection with this MOU and its implementation.
- 4.7. The Parties agree to recognize and acknowledge their cooperation, as appropriate. To this end, the Parties shall consult with each other concerning the manner and forui of such recognition and acknowledgement.

## ARTICLE V USE OF NAME, EMBLEM, LOGO

- 5.1 Either party can use the name, logo, emblem, or trademarks of the other Party solely regarding the collaboration and implementation of activities under this MOU. Authorization for using UNFPA's name, logo, or emblem will not be granted for commercial purposes or in a manner suggesting endorsement by UNFPA.
- 5.2 In no event will authorization to use the UNFPA name, logo or emblem, or any abbreviation thereof, be granted for commercial purposes, or for use in any manner that suggests an endorsement by UNFPA of the services of the other Party.
- 5.3 PDMA acknowledges that it is familiar with UNFPA's mandate and objectives and recognizes that its name, logo and emblem may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status, reputation and neutrality of the United Nations, including UNFPA.
- 5.4 Nothing in this MOU grants to 'Ministry of Law and Justice' the right to create a hyperlink to UNFPA's website. Such link may be created only with UNFPA's prior written authorization.

#### **ARTICLE VI**

#### TERM, TERMINATION, AMENDMENT

- 6.1 This MOU shall remain in force unless terminated by either Party. Either Party may terminate this MOU by giving three (3) months' written notice to the other Party.
- 6.2 In the event of termination of this MOU, any supplementary agreements may also be terminated in accordance with the termination provisions contained in such agreements.
- 6.3 This MOU may be amended only by mutual written agreement of the Parties

#### ARTICLE VII NOTICES

Any notice or request required or permitted to be given or made under this MOU shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall

have been delivered by hand, certified mail, courier, telex, or cable to the Party to which it is required to be given or made.

### ARTICLE VIII PRIVILEGES AND IMMUNITIES

Nothing in or relating to this MOU shall be deemed a waiver, express, or implied, of any of the privileges and immunities of the United Nations, including UNFPA.

### ARTICLE IX ENTRY INTO FORCE

This MOU shall enter into force on the date it is signed by both Parties.

### ARTICLE X

#### **FINAL PROVISIONS**

Neither Party shall be an agent or representative of the other Party. Each Party shall be responsible for its acts and omissions in connection with this MOU and its implementation.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below.

For the United Nations Population Fund: The Country Representative in Pakistan

Name: Dr. Luay Shabaneh

Signature: hum show

Date : 22-Jul-202

For Provincial Disaster Management Authority

Director General POMA Sindh

Name: Mr. Syed Salman Shah

Signature:

Date: