**Class Activity**

**Name: Saman Khan**

**ID: 19K-0354**

**Section: H**

**MEMORANDUM OF UNDERSTANDING (MOU)**

**Between**

**KHAN ENTERPRISE**

**&**

**SAMAN COMPANY**

This document constitutes an agreement between Khan Enterprise an international development project promoting economic development in Karachi and Saman Company, a private, Agribusiness Company, within Karachi with head office at Karachi, Pakistan

1. **Objective**:

The purpose of this MOU is to indicate the willingness of both parties to work together to boost the competitiveness of SAMAN COMPANY and its initiatives to create and extend connections with producers of herbs and spices from whom they source (these producers are also referred to as "MSMEs"). The two parties will confer to determine the specific actions covered by this MOU.

**Khan Enterprise (KE)** consents to offer Saman Company technical support in order to help them carry out initiatives that will enhance or expand the support they give to the herb and spice growers they purchase from and boost their competitiveness. As a first step, KE will review SAMAN's outgrowing operations through a strategic planning exercise with SAMAN. The outcomes of this exercise will aid SAMAN in carrying out its operations and help identify areas where AFE can offer support for capacity building. Technical and financial support agreements for certain initiatives will be negotiated through a participative process when the strategic planning session is finished. Subsequent Addendums to this MOU will contain more information on these agreements.

The **SAMAN Company** accepts to collaborate and plan with KE in the creation of their initiatives to enhance and broaden support for the MSMEs they deal with. Additionally, they consent to KE doing monitoring and evaluation tasks to determine how these efforts may affect the participating producers.

1. **General Terms of MOU:**
   1. **Duration of MOU:** This MOU will be in effect as soon as it is signed and will initially last one year. This MOU will be deemed to apply to all actions taken within the scope of the joint collaboration up until this date.
   2. **Coordination:** Each party will designate an appropriate person or persons to represent its organization and to coordinate the implementation of actions in order to carry out and achieve the objectives of this agreement. Regular meetings between SAMAN Company and KE staff will be held to discuss progress and make plans for activities (ideally with two days' notice).
   3. **Technical and Financial Support:** To this MOU, addenda will be created for particular technical and financial assistance activities. The obligations and financial contributions of each party will be fully described in these Addendums. The Addendums will contain a detailed description of the work schedules and reporting requirements.
   4. **Confidentiality:** Each party agrees that after carrying out the actions outlined in this MOU, it will not, without the other party's permission, divulge any information related to those activities, its business affairs, or its method of conducting business.
   5. **Termination of MOU:** After the predetermined time period has passed, the relationship covered by this MOU will come to an end. A written one-month notice of termination from either party may also end the agreement. The other party may immediately cancel the agreement if one of the parties fails to comply with or breaches the duties that are placed on it.
   6. **Extension of Agreement:** If both parties agree and are able to contribute the required resources, the MOU may be extended.
   7. **Communications:** All notices, demands, and other communications under this agreement must be in writing in English and submitted to the party's last-known address, email address, or fax number. Any notice will take effect the day it is delivered to the other party.
   8. **Addendum:** Any additions to this MOU must be made in writing and include both parties' signatures.
   9. **Insurance:** The SAMAN Company is in charge of obtaining their own insurance coverage. KE disclaims all obligation for any costs associated with illness, accidents, or other liabilities.
2. **Other Provisions:**

* If the terms and conditions outlined in this MOU and subsequent Addendums are not followed, Karachi Enterprise maintains the right to withhold cost sharing payments.
* Any event that might impair or jeopardize the successful completion of the responsibilities outlined in the agreement must be immediately reported to KE by SAMAN Company.
* Without KE's prior written consent, SAMAN Company is not allowed to use the name of KE in any promotional materials or information.
* Unless SAMAN Company is able to provide transportation, KE shall be responsible for the expenditures of its staff and all fees associated with their participation in this activity (e.g., travel, communications, hotel, etc.).
* KE has no further contractual or financial obligations beyond the agreed-upon technical support and cost-sharing payment(s) to be detailed in the Addendums to this MOU.
* If any income tax or VAT is owed as a result of cost share payments to SAMAN Company, KE must withhold it at the source and deposit the money in the exchequer.
* Both parties presume that this agreement does not contravene any laws or decrees of the Pakistani government.
* SAMAN Company is reminded that transactions with, and the giving of resources and support to, people or groups connected to terrorism are illegal in Pakistan. SAMAN Company has a legal obligation to make sure that certain Executive Orders and Laws are followed.

The terms and provisions in this MOU also apply to any subsequent Addendum to this agreement. IN WITNESS WHEREOF, the parties hereto have executed this MOU on the day of 12/10/2022.

**Name Name**

Karachi Enterprise SAMAN Company

Managing Director Managing Director

Signature and date: Signature and date:

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