



## **MEMORANDUM OF UNDERSTANDING FOR ADMINISTRATIVE ARRANGEMENTS**

This Memorandum of Understanding shall form the basis of cooperation between

**THE FEDERATION OF PAKISTAN CHAMBERS OF COMMERCE AND INDUSTRY**

**and**

**IUCN, INTERNATIONAL UNION FOR CONSERVATION OF NATURE AND NATURAL RESOURCES**

### **I. THE CO-OPERATION PARTNERS**

1. Established in 1950, the FPCCI has advocated and voiced the collective opinion, concern and aspiration of the private sector and offered helpful advice and solid assistance to the Government of Pakistan in its efforts to promote exports, encourage foreign investment and stimulate economic activity in the country. It serves as a bridge between private sector and the Government in presenting issues connected with trade, industry and environment through constant dialogue. FPCCI has under its umbrella, 34 Chambers of Commerce and Industry, 80 all Pakistan Associations, representing the industry, trade and service sectors.
2. IUCN consists of a network of sovereign States, government agencies, international agencies, non-governmental organizations, and affiliates, founded in 1948. Its mission is to influence, encourage and assist societies throughout the world in conserving the integrity and diversity of nature and to ensure that any use of natural resources is equitable and ecologically sustainable.
3. IUCN in Pakistan has its physical presence in Pakistan since 1985. It has grown since then to become the largest country programme of IUCN in responding to the various requests of the federal, provincial and district governments and other constituencies. Currently IUCNP manages a diverse programme and project portfolio in all parts of the country.
4. IUCN seeks to engage the business sector in working towards a sustainable global economy in which the private sector and the conservation community are committed and effective partners in achieving a just world that values and conserves nature.
5. Representatives of FPCCI and IUCN have held discussions with a view to enhancing their opportunities for cooperation and have concluded this Memorandum of Understanding (MoU) to formalize the relationship and provide the basis for future collaboration. It has been agreed that collaboration will strengthen institutional capacities in both organizations and enhance the efficiency and effectiveness of the use of their respective resources.

## II. THE AIMS AND GUIDING PRINCIPLES

6. The overall purpose of the partnership is to enable both organizations to build a lasting relationship in order to enhance environmental conservation performance by the private sector in Pakistan as a measure of their sustained profitable operations, to raise sector-wide environmental performance standards in industry and its supply chains and to strengthen IUCN's capacity for leadership in integrating environmental concerns into businesses.
7. In demonstration of their commitment to sustainable development, the organizations will, over the period of their planned partnership, endeavor to demonstrate joint leadership in the business and conservation sectors and use their combined comparative advantages, namely, convening power, out reach and spread as well as geo-political influence to leverage positive change for biodiversity conservation. Both organizations will endeavor to add value to each other's work and ensure that:
  - a. FPCCI has the strategies, approaches and tools that are necessary to provide environmental leadership to businesses over the long term;
  - b. IUCN and the broader conservation community has the capacity and business professional skills, access to sufficient resources and influence necessary to continuously improve policies and standards required to achieve a significant reduction in the loss of biodiversity;
  - c. FPCCI and IUCN together are able to contribute substantively to influences in the policy arena, both public and corporate, such that the world's biodiversity is better conserved and sustainably used by businesses working to best practice levels and standards of conservation.
8. In addition to the matters stated in paragraph 6 , FPCCI and IUCN shall work together to:
  - a. enhance the environmental conservation performance of business in general as a measure of their sustained operations;
  - b. influence changes in environmental performance standards in business and their supply chains in Pakistan; and
  - c. strengthen IUCN's capacity for leadership in business and biodiversity

## III. ASPECTS OF THE PROPOSED COOPERATION AND JOINT ACTIVITIES

9. FPCCI and IUCN shall focus on their shared strategic and operational priorities and use their comparative strengths and advantages, and shall:
  - (a) select and develop collaborative activities to bring a clear benefit to both organizations;
  - (b) undertake all collaborative activities with a clear, mutual, written understanding of which organization will undertake what activity or portion of the activity;

- (c) share knowledge of lessons learned and evaluations of the sustainability of development interventions in the Asia region;
  - (d) consult each other in policy dialogue, programming, and project implementation where feasible and appropriate;
  - (e) explore the potential of co-financing programs and projects; and
  - (f) exchange and/or second staff for both short-term and long-term periods for purposes of training and to work on agreed collaborative activities.
10. It is envisaged that the potential for joint activities will be worked out by the organizations including and not limited to those specified in Annex 1. These may be amended from time to time by written agreement of the two organizations.

#### **IV. EXCHANGE OF INFORMATION**

11. FPCCI and IUCN recognize that effective cooperation depends upon open, comprehensive and regular exchange of information where reasonably relevant.
12. Neither FPCCI nor IUCN will make any commitments or take any positions on behalf of the other without the other's specific prior written consent. Each organization will maintain the right to independent expression on issues related to activities that may be undertaken under this MOU, but will endeavor, to the greatest extent practicable, to apprise each other in advance of the publication or dissemination of any such independent expressions or issues, in order to avoid potential public misunderstandings and/or confusion.

#### **V. FOCAL POINTS**

13. FPCCI and IUCN hereby designate the following focal points for all purposes associated with this MOU:
- a. for FPCCI:
    - Chairman, Standing Committee on Environment
    - Federation House, Main Clifton, Abdullah Shah Ghazi Road,
    - Karachi 75600, Pakistan
    - Telephone: +92 21 5873641
    - Fax: +92 21 5874332
    - Email: fpcci@cyber.net.pk
  - b. for IUCN:
    - Country Representative,
    - IUCN Pakistan Country Office
    - I, Bath Island Road
    - Karachi 75530
    - Pakistan
    - Telephone: + 92 21 5861540
    - Fax: +92 21 5835760
    - Email:

14. The respective focal points shall be responsible for:
- c. establishing effective communication and liaison with the other focal point;
  - d. facilitating the implementation of all aspects of this MOU and the opportunities for cooperation that are identified;
  - e. promoting this MOU and the cooperation activities undertaken under it, within the respective organizations and, as appropriate, with external audiences;
  - f. facilitating the attendance of FPCCI and IUCN representatives at relevant meetings, workshops and seminars held by FPCCI or IUCN, or held jointly;
  - g. convening the periodic consultations that are agreed to be held in accordance with this MOU; and
  - h. monitoring the implementation of this MOU and evaluating the cooperation activities that are undertaken between the two organizations in accordance with Part VIII of this MOU.
15. The focal points will be assisted by FPCCI and IUCN Programme Managers (programme managers) at the national and regional levels in the development of concepts and plans for joint work.

#### **VI. PREPARATION, IMPLEMENTATION AND EVALUATION OF JOINT WORK ACTIVITIES**

16. FPCCI and IUCN will, within a mutually acceptable period of the signing of this MOU, prepare:
- a. a list of all current operational cooperation activities between the parties and the implementation status of these;
  - b. a list of potential cooperation activities for the 12-month period following the execution of this MOU, based on each institution's strategic and annual plans;
  - c. an annual work plan and annual budget (plan and budget) for the 12-month period following the execution of this MOU. The plan and budget will include determination and agreement of staff dedicated to the management and implementation of this MoU and operational costs that specifically relate to activities carried out in performance of it; and
  - d. an indicative list of planned cooperation activities for one subsequent 12-month period, which will be reviewed, updated, and rolled over as provided in paragraph 20.
17. An annual plan and budget will be prepared by the focal points before the commencement of each financial year. The financial year of IUCN will be used. FPCCI will incur no financial obligations associated with any activity carried out under this MoU

18. FPCCI and IUCN recognize that it is important to arrange periodic consultations to review the planning, implementation and outcomes of their cooperation activities, including discussions of results, challenges, opportunities and problems. They agree to hold consultations periodically as required, and not less than twice every year.
19. The programme managers will meet formally and informally, as mutually agreed, to develop concepts and plans for joint work.
20. FPCCI and IUCN will, at the end of the first 12-month period following the signing of this MOU and annually thereafter, prepare a joint written report to be submitted to the President of FPCCI and the Country Representative of IUCN Pakistan on progress made, with recommendations for implementation for the following year and for rolling over the one-year indicative list of planned cooperation activities.
21. Any specific activities, which are identified under this MoU as being opportunities for collaboration between the two organizations, shall be the subject of further written agreements, entered into in accordance with the practices and procedures of the two organizations. Reporting requirements for joint activities, as well as all other rights and obligations arising therefrom, will be as specified in the agreement for each individual activity. It is understood that the entire input by FPCCI into any activity carried out under this MoU shall be active support for and contribution to efforts to raise the funding required to undertake it.
22. FPCCI and IUCN agree that:
  - (a) the relevant program managers in the organizations will be responsible for the implementation of cooperation activities within their areas of responsibility;
  - (b) the relevant program managers will provide brief reports as necessary to the designated focal points on the status of implementation of all cooperation activities that are within their areas of responsibility;
  - (c) the designated focal points will prepare joint reports when they deem it necessary detailing the implementation status of the cooperation activities;
  - (d) the relevant program managers will prepare annual assessments of the results achieved from the cooperation activities;
  - (e) the assessments shall be reviewed by the designated focal points when considering further cooperation activities; and
  - (f) the designated focal points shall conduct joint evaluations of the overall development impacts of the cooperation undertaken under this MOU.
23. At the end of the agreed period of planned partnership IUCN and FPCCI will carry out an assessment of the collaboration which will form the basis for defining the need, nature, scope and conditions of any continuation of the partnership.

## **IX. PROMOTION OF THE COOPERATION ARRANGEMENTS**

24. FPCCI and IUCN recognize that the involvement of both organizations in joint cooperation activities should be publicized, both within their organization and in the general community. They therefore agree that:
- (a) there will be public acknowledgement of the role and contribution of each organization to the cooperation projects and activities in all public information documentation relating to cooperation activities;
  - (b) the use of the name and logo(s) of each organization in documentation related to the cooperation projects and activities will be in accordance with the current policies of each organization concerning such usage as communicated in writing to the other organization; and
  - (c) all publicity materials, such as press releases, will be jointly agreed upon, and approved by each organization prior to release to the public or media.

## **X. TERM AND REVIEW**

25. This MOU shall take effect from the date it is signed by the authorized representatives of the two organizations.
26. FPCCI and IUCN agree that the term of this MOU will be for the period 2009-2013.
27. A joint mid-term review of achievements under this MoU will be carried out within three years of the date of signing.
28. This MOU may be terminated by one focal point giving six months' notice in writing to the other.

## **XI. DEALING WITH PROBLEMS**

29. All problems arising between the two organizations during the term of this MoU, and which impact adversely on the potential of the two organizations to collaborate effectively, shall be made known to the respective focal points as soon as possible after a problem has become evident. The focal points shall take whatever action is appropriate to seek an amicable resolution of any such problem. Where the attempts of the focal points to address any problem have not resolved it to the satisfaction of both parties, the representatives of the two organizations who are the signatories to this MOU shall take whatever action they consider may be appropriate to achieve an amicable resolution.

**XII. MISCELLANEOUS**

30. This MOU is not intended to create legal relations between the two organizations or to impose formal obligations on them.
31. This MOU may be amended by mutual written consent of the two organizations.
32. In keeping with the administrative nature of these arrangements, no provision of this MOU shall be construed so as to interfere in any way with the independent decision-making autonomy of the two organizations with regard to their respective affairs and operations.

DATED this 21<sup>st</sup> day of October 2009

**Federation of Pakistan Chambers  
Of Commerce and Industry**

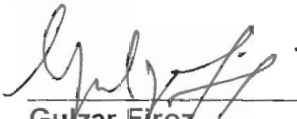


Sultan Ahmed Chawla  
President, FPCCI

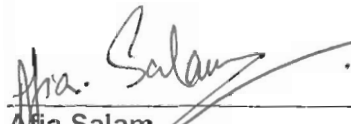
**IUCN, International Union for Conservation  
of Nature**



Shah Murad Aliani  
Country Representative, IUCN



Gujzar Firoz  
Chairman  
Environment Committee, FPCCI



Afia Salam  
Focal Person  
Business & Biodiversity, IUCN

## APPENDIX

### PROPOSED AREAS FOR COOPERATION

In the pursuit of the above objectives, IUCN and FPCCI will cooperate in general matters related to biodiversity conservation and also in site or area -specific matters in Pakistan. The following work areas are envisaged:

1. FPCCI to enable IUCNP to be co-opted to the CSR Sub-committee of the FPCCI
2. FPCCI to support IUCNP technically, logistically and administratively in undertaking a baseline survey of how selected industries demonstrate current levels of Corporate Social Responsibility (CSR) and develop benchmarks for selected industries
  - Assist IUCNP in establishing contact with identified corporate entities and companies
  - Introduce IUCNP to corporate membership including industry apex bodies for IUCNP to obtain further information on their CSR objectives and priorities
3. FPCCI and IUCNP to work together in establishing the Environmental Business Leaders Forum (EBLF)
4. FPCCI and IUCNP to together identify small and medium-scale sectoral clusters requiring environmental group certification
5. FPCCI to assist in facilitating the trade promotion of certified products from companies.
6. Both FPCCI and IUCNP join resources together for dissemination of information between entrepreneurs, NGOs and Government on replicable models demonstrating CSR, National Environmental Quality Standards (NEQS), environmental audits, advisory and consultancy services, trade and sustainable development and capacity building initiatives.
7. Support IUCNP in establishing an Environmental Award Scheme and provide a platform for the award.