Mass scale production of tree plants stock under Green Pakistan Programme (GPP) / Ten Billion Tree Tsunami Program (TBTP) by establishing the network of Tree nurseries through active participation of youth, women folk, individuals & families.

Memorandum of Understanding (MoU)

Between

Forest Department - Government of Sindh

And

Rural Support Programmes Network (RSPN)

Period: 26th March to 31st December 2021
1. Parties to the MOU

This document is a Memorandum of Understanding (MoU) entered into Friday, 26th March 2021 between Sindh Forest Department (SFD), having its Headquarters at Shahbaz Building Block-A, Thandi Sarak, Hyderabad, Sindh (referred to as Party 1) and Rural Support Programmes Network (RSPN), having its registered office at 3rd floor, IRM Complex, off Park Road, near Comsats University, Islamabad (referred to as Party 2). Party 1 and Party 2 are collectively referred to “parties.”

2. Background

I. Green Pakistan Programme (GPP) / Ten Billion Tree Tsunami Programme (TBTTP) supported by Sindh Forest Department (SFD)

GPP/TBTTP is an umbrella project for all provinces & territories of the Islamic Republic of Pakistan co-sponsored by the Government of Pakistan (GoP) and the Government of Sindh (GoS). Under this project, 10 billion trees are to be planted in phases. A network of nurseries is to be established in co-operation with local communities with multiple objectives of producing planting stock, creating employment, and developing nursery business entrepreneurship. It is being executed in Sindh by the GoS Sindh Forest Department (SFD).

II. About the Rural Support Programmes Network (RSPN)

Rural Support Programmes Network (RSPN) is a company registered under section 42 of the Companies Act 2017, formerly Companies Ordinance 1984 (XLVII of 1984), with the registration No. 1-02663 on 28th July 2000 having its registered office at 3rd Floor, IRM Complex, Off Park Road, near Comsats University, Islamabad. RSPN is the largest civil society network in Pakistan, representing nine Rural Support Programmes (RSPs) working to reduce poverty and improve livelihoods and nutrition outcomes of the poor in Pakistan. Currently, RSPN and its partner RSPs have a presence in 149 Districts of Pakistan.

III. Nutrition sensitive component of “Programme for Improved Nutrition in Sindh (PINS ER3)”

The European Union (EU) funded Programme for Improved Nutrition in Sindh (PINS) is supporting the GoS multi-sectoral Accelerated Action Plan for Reduction of Stunting and Malnutrition (AAP). PINS aims to improve the nutritional status of children under five (U5) and pregnant and lactating women (PLW) across 10 districts in Sindh (Tando Mohammad Khan, Larkana, Matiari, Tando Allahyar, Dadu, Jamshoro, Kamber Shahdad Kot, Thatta, Sujawal and Shikarpur).

RSPN is leading the Nutrition-Sensitive Component of PINS (PINS ER-3), which focuses on improving food diversity through disaster-resilient and sustainable food production systems adapted to climate change in rural areas of Sindh. PINS ER-3 is being implemented through three partner organisations across the 10 Districts as follows:

- National Rural Support Programme (NRSP) in Thatta, Sujawal, Matiari, Tando Mohammad Khan, and Tando Allahyar;
- Sindh Rural Support Organization (SRSO) in Larkana, Kamber Shahdad Kot, and Shikarpur; and through
- Thardeep Rural Development Programme (TRDP) in Dadu and Jamshoro.

Under this programme, two key interventions are the establishment of 1,938 Farmer Field Schools (FFS) and promotion of fruit and forest trees for household food consumption and to mitigate the negative impacts of climate change.

FFSs), are village-level participatory hubs where local communities improve their agriculture management knowledge and practices (e.g., growing vegetables in household Kitchen Gardens, composting, and setting up nurseries) build a community spirit around farming and sharing within the community. Over 200,000 households (HHS) are registered members of these FFSs. As a result of regular orientations and demonstration sessions at their local FFSs, obtaining seeds and saplings and by subsequent HH level follow-up sessions to date, over 250,000 fruit, forest, and Moringa saplings have been transplanted so far in the Programme Intervention Districts. Party 2 seeks to continue this with the support of Party 1 under this MoU.
Objectives of this MoU

GPP / TBPT's objectives of establishing & supporting community-driven plant nurseries, align closely with those of PINS ER-3 FFS and Disaster Risk Reduction (DRR) interventions. The parties through this MoU seek to realise this alignment by agreeing to transplant 500,000 trees across the PINS ER-3 Programme intervention areas.

Under the MoU, Party 1 will provide technical and input support (e.g., fruit tree seeds / saplings) to the PINS ER-3 Programme. Party 2 will create an enabling environment and link Party 1 with grassroots community organisations (i.e. Local Support Organisations (LSO) and Village Organisations (VO) through its implementing partner RSPs for these inputs across the Programme intervention areas.

1. Coverage (Districts and Households)

The following table is the tentative coverage proposed across the 10 PINS ER-3 intervention Districts.

<table>
<thead>
<tr>
<th>No.</th>
<th>District</th>
<th>Proposed sapling plantation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Kamber ShahdadKot</td>
<td>62,000</td>
</tr>
<tr>
<td>2</td>
<td>Larkana</td>
<td>57,000</td>
</tr>
<tr>
<td>3</td>
<td>Shikarpur</td>
<td>49,000</td>
</tr>
<tr>
<td>4</td>
<td>Tando Allahyar</td>
<td>41,000</td>
</tr>
<tr>
<td>5</td>
<td>Tando Mohammad Khan</td>
<td>39,000</td>
</tr>
<tr>
<td>6</td>
<td>Matliari</td>
<td>39,000</td>
</tr>
<tr>
<td>7</td>
<td>Sujawal</td>
<td>53,000</td>
</tr>
<tr>
<td>8</td>
<td>Thatta</td>
<td>41,000</td>
</tr>
<tr>
<td>9</td>
<td>Jamshoro</td>
<td>44,000</td>
</tr>
<tr>
<td>10</td>
<td>Dadu</td>
<td>75,000</td>
</tr>
<tr>
<td></td>
<td><strong>Total:</strong></td>
<td><strong>500,000</strong></td>
</tr>
</tbody>
</table>

These figures may vary within and between Districts while keeping the overall proposed figure of 500,000 fruit trees.

2. Key Roles and Responsibilities

I. Roles and responsibilities of Party 1 (SFD)
   - Party 1 will provide 500,000 healthy fruit nursery saplings to FFSs established under PINS-ER3 in 10 districts. It will bear the cost of transporting these to their agreed destinations.
   - Party 1 will provide technical input and support in the form of necessary training and capacity-building of FFSs and Households for raising and managing nurseries.
   - Party 1 will ensure that the inputs are standardised seeds / fruit tree saplings best suited climatically for the proposed Districts.
   - Party 1 will accept a mortality rate of up to 30% in the saplings transplanted (which may result from factors such as local weather conditions, seed / graft quality, packing and storage, transportation, water availability and quality).
   - Party 1 may conduct monitoring and evaluation visits to the Programme Districts in consultation with Party 2.
   - The parties may collaborate on cross-promotion for both parties' social media channels.

II. Roles and responsibilities of Party 2 (RSPN)
   - Party 2 with its implementing Partners will conduct initial dialogues with the relevant Community Institutions: LSOs and VOs to nominate FFS to receive the proposed inputs and support (i.e. to establish nurseries).
   - These nominations after appropriate assessment / due-diligence criteria (agreed with Party 1) will be shared with Party 1.
   - Party 2 will ensure and coordinate with Party 1 on the orientations and learning sessions conducted at the nominated FFSs.
• Party 2 will ensure periodic follow up visits to each FFS provided with the proposed inputs (e.g., Technical Support, Monitoring and Evaluation visits);

• Party 2, in collaboration with the CIs, will supervise the distribution and transplantation of the saplings at the household / village / settlement levels;

• Party 2 will ensure that appropriate records are maintained of the recipients / beneficiaries;

• Party 2 will submit an activity report to Party 1 within sixty days after the completion of the activity or within the end date of the MoU (whichever is sooner).

6. Modification

This MoU may be modified in writing, signed by a duly authorized officer or representative of each Party hereto.

7. Force Majeure

Any delay or failure by the parties in executing their obligations above shall be excused if and to the extent caused by acts of God, fire, storm, lockout, strike, terrorist act, flood, sabotage, embargo, war (whether declared or not), riot, pandemic or any other causes beyond the reasonable control of the parties.

8. Coordination Between Institutions

Mr. Shehzad Sadiq Gill, Deputy Project Coordinator GPP/TBBTP of the SFD and Mr. Mudassar Ahmed, Programme Director PINS-3, from RSPN will act as the focal persons for coordination. The parties may mutually agree to a meeting and reporting schedule.

From: RSPN
Mudassar Ahmed
Programme Director PINS - ER3
mudassar.ahmed@rspn.org.pk;
0342-5626069

From: Sindh Forest Department
Shehzad Sadiq Gill,
Deputy Project Coordinator GPP/TBBTP
roxburgii@hotmail.com;
0333-2882230


Each Party acknowledges that any information obtained in performing this activity regarding the operation of the other Party or its products, services, policies, systems, programs, personnel, finances, plans, procedures, donor relations or any other aspect of its business, is confidential and proprietary.

Each Party will hold such information confidential and will not [i] use such information for any purpose other than performance of this MOU; or [ii] disclose such information, directly or indirectly, to any other person, without in each instance the prior written consent of the other Party. However, neither Party shall be liable for disclosure or use of the other Party’s confidential and proprietary information which:

• Was at the time of receipt otherwise known to the receiving Party

• Has been published or is otherwise within the public domain or is otherwise generally known to the public at the time of the disclosure to the receiving Party or becomes part of the public domain or otherwise generally known to the public through no breach of this MOU;

• Is independently developed by the receiving Party; or

• Is required to be released by law or court order. When disclosure is required by law, such disclosure shall be made only after the receiving Party has notified the disclosing Party in writing and the disclosing Party has been provided an opportunity to take appropriate action to protect its legal interest in the confidential and proprietary information.

10. Disputes

The Parties shall attempt to resolve all issues arising under or relating to this MOU amicably. In case of any dispute or difference arising out of this MoU of whatsoever nature, the matter shall not be referred to any third party or any court of law.
Except as provided in this MoU, none of the rights or obligations hereunder shall be assignable or transferable by any party.

11. Liability

- This MoU is entered between the parties interested in cooperation and shall not incur any liability and legally binding commitments on the parties.
- This MoU does not establish a joint venture or partnership between the parties, nor does it require any party to provide any financial contribution to the other party.

Except as provided in this MoU, none of the rights or obligations hereunder shall be assignable or transferable by any party.

In witness whereof the undersigned, being duly authorized representatives of the parties, have on behalf of the Parties signed this MOU on/at the date and place first mentioned above.

The duly authorized representatives of the Parties sign this MOU in two (2) originals for equal content and validity on the dates and places indicated below and agree to abide by the terms stated in this pre-teaming MOU.

<table>
<thead>
<tr>
<th>Party One</th>
<th>Party Two</th>
</tr>
</thead>
<tbody>
<tr>
<td>Riaz Ahmed Wagan</td>
<td>Shandana Khan</td>
</tr>
<tr>
<td>Chief Conservator Forest / Project Coordinator</td>
<td>Chief Executive Officer</td>
</tr>
<tr>
<td>Green Pakistan Programme (GPP) / Ten Billion Tree Tsunami Programme (TBTP) Sindh</td>
<td>Rural Support Programmes Network Islamabad</td>
</tr>
<tr>
<td>Dated</td>
<td>Dated</td>
</tr>
</tbody>
</table>

**WITNESS PARTY ONE**

<table>
<thead>
<tr>
<th>Name:</th>
<th>Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shehzad Sadiq Gill</td>
<td>Dr. Abdul Khalique Manghero</td>
</tr>
<tr>
<td>Designation: Deputy Project Coordinator</td>
<td>Designation:</td>
</tr>
<tr>
<td>Date: 26-03-2021</td>
<td>Date: 26-03-2021</td>
</tr>
</tbody>
</table>