

MEMORANDUM OF UNDERSTANDING

BETWEEN:

LEGAL AID FOUNDATION FOR VICTIMS OF RAPE AND
SEXUAL ASSAULT (LAFVRSa)

AND

WAR AGAINST RAPE (WAR)

The Legal Aid Foundation for Victims of Rape and Sexual Assault (LAFVRSa) is an independent organization registered as a Charitable Trust. It works towards eradicating the prevalence of rape and sexual assault across Pakistan through means of litigation, advocacy, legal reforms and academic engagement. It provides its services pro bono and has successfully intervened in several high profile cases of rape and sexual violence. It has its office at 14-C, 4th Floor, 21st Street off Khayaban e Sehar, Phase VI, DHA, Karachi.

War Against Rape (WAR) is fighting against gender based violence, striving to create a rape free society by breaking the silence on sexual violence. It provides free litigation services and need-based psychological and social support to survivors. It has its office at 102, Pearl Crest, 18-C, Lane 4, Main Zamzama Boulevard, Phase V, DHA, Karachi.

1. **Preamble.** This memorandum of understanding [hereinafter referred to as 'MOU'] is made and entered into effective 1st April, 2019, by and between The Legal Aid Foundation for Victims of Rape and Sexual Assault [hereinafter referred to as 'LAFVRSa'], and War Against Rape [hereinafter referred to as 'WAR']
2. **Purpose.** The objective of this MOU is to consolidate the litigation case load of WAR and LAFVRSa, including but not limited to the cases presently proceeding under both the parties. The objective furthers the mutual aims to prevent and prosecute sexual offences, including but not limited to rape.
3. **Duration.** This MOU shall be in force and effect on the date 1st April, 2019 and shall terminate on 30th April, 2021 to be formally renewed on an annual basis after that time, as resources allow.
4. **Consideration and Covenants.** It is mutually agreed as follows:
 - 4.1 LAFVRSa shall, through the duration of the MOU:
 - A. Assume leadership (i.e. final decision making authority) of the twenty (20) cases presently being litigated by WAR [List annexed herewith as Annexure 'A'] and

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consolidate and take under its leadership WAR's present and future litigation case load to the extent that it includes cases of rape and/or sexual assault;

- B. Assume responsibility for the payment of a monthly salary of Rs. 30,000/- to Advocate Asiya Munir, previously solely employed by WAR, who will work with a team of 3 to 4 lawyers providing services for LAFVRSa for the disposal of WAR and LAFVRSa's litigation case load pertaining to cases of rape and/or sexual assault;
 - C. Assume responsibility of the miscellaneous court and transportation costs, up to a **maximum** of Rs. 15,000/- per month, for the cases subject to this MOU;
 - D. Provide leadership for the continued pursuit of the fight against rape and sexual violence in Pakistan through present and future cases;
- 4.2 WAR shall, through the duration of the agreement:
- A. Assume responsibility to provide office space to Advocate Asiya Munir, in the same manner as before the coming into force of this MOU and Advocate Asiya Munir will accordingly work with a team of 3 to 4 lawyers providing services for LAFVRSa for the disposal of WAR and LAFVRSa's litigation case load pertaining to cases of rape and/or sexual assault;
 - B. Undertake to maintain records, through the use of a comprehensive complaint form, of the complaints brought to the attention of WAR and share the same on a fortnightly basis in order to determine if any legal proceedings may be made on behalf of the complainant;
 - C. Continue to assume responsibility and maintain full records for the twenty (20) cases of rape and/or sexual assault [List annexed herewith as Annexure 'A'] previously under sole banner of WAR until the date of this agreement coming into force;
 - D. Provide partnership and support for the continued pursuit of the fight against rape and sexual violence in Pakistan through referring present and future cases of rape and/or sexual assault to LAFVRSa, and/or assisting LAFVRSa with advocacy campaigns and law reform projects, as they may be framed

5. **Relationship of the Parties.** No agent, official, employee, servant, or representative of any of the above named participants in this MOU shall be deemed an officer, employee, agent, servant or representative of any of the other participants in this agreement for any purpose.



6. **Applicable Law.** This MOU shall be governed by and construed in accordance with the laws of the Islamic Republic of Pakistan.
7. **Modification.** No changes to this MOU shall be valid or binding upon either party unless such change or addition is in writing and has been executed by both parties.
8. **Entire Understanding.** This MOU constitutes the entire understanding of the parties and supersedes all prior agreements, contracts, and understanding, written or oral. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this memorandum of understanding. Any and all previous agreements, understandings, and the like, oral or otherwise, are hereby revoked.

**LEGAL AID
FOUNDATION FOR
VICTIMS OF RAPE
AND SEXUAL
ASSAULT
(LAFVRSA)**

By _____

[Handwritten Signature]
(Signature)

Faiza Siddiqi, Founder Trustee
(Printed Name and Title)

1st April 2019
(Dated)

WAR AGAINST RAPE (WAR)

By _____

Sharmila Usmani
(Signature)

Chairperson
(Printed Name and Title)

1st April 2019
(Dated)

