



ARDAR ALI STAMP VENDOR
 Licence # 18, Shop # 58, SITE Market
 SITE Karachi
 DATE.....
 PAID WITH 825419 SHAHID ALI
 ADVOCATE
 POSE..... Log. # 822
 RECEIPTS..... ATTACHED.....
 STAMP VENDOR'S SIGNATURE.....
 Stamp Paper is not valid for Divorce & Free Will Deeds

29 JUN 2024

**MoU FOR PROVISIONING/ PLANTATION OF SAPLINGS OF DIFFERENT SPECIES
 OF MANGROVES IN PN AoRs WITHIN SINDH**

This MoU is made on this 27 day of AUGUST, 2024 between Sindh Forest Department (hereinafter called SFD) through its duly authorized representative namely Mr. Riaz Ahmed Wagan (CNIC 41409-1841034-3) Chief Conservator Forests (Mangroves & Rangelands) of Sindh Forest Department, Govt of Sindh having his office at Malir Halt Karachi (hereinafter referred to as **First Party**, which term shall include his successors & assignees etc).

AND

HQ Coastal Command on behalf of Pakistan Navy (hereinafter called PN) through its duly authorized representative namely **Cdre Atif Sultan TI(M)** (CNIC No. 61101-2015676-3), Chief Staff Officer to Commander Coast having his office at 10, Liaquat Barracks Shara-e-Faisal, Karachi (hereinafter called the **Second Party**, which term shall include his successors & assignees etc).

WHEREAS the terms and conditions of the MoU encompassing the role and responsibilities of both preceding Parties are enumerated in the ensuing paras:

1. The **First Party (SFD)** agrees to following:

1.1. That First Party will provide access to 1 Million propagules of Mangroves species to Second Party for Mangroves plantation campaign in 2024-25 in areas near PN AoR in Sindh Province including Creeks Areas, Shah Bandar, Keti Bandar. Moreover, First Party will also provide saplings/ seeds of Mangroves for future plantation campaigns as well.

1.2. The term Mangrove Forests in this MoU will mean Mangroves Forests in the vicinity of PN AoR and surrounding area as mentioned in para 1.1.

1.3. That the primary ownership of the mangroves in the areas planted over by Second Party will remain with the First Party (SFD) and First Party is the sole owner of the existing and future plantation maintained in the Indus Delta Region. The Second Party will be having control over the plantation raised under MoU in the strategic areas or near PN installations due to security reasons.

1.4. That the plantation of mangroves and subsequently their protection/ maintenance in the specified PN AoR will be carried out by the Second Party, however, First Party will provide cooperation/ support whenever required.

1.5. That First Party will issue/ notify monthly schedule between 1st & 10th day of each month for joint inspection/ tour by PN staff and Forest Department for protection of said mangroves/ plants forests.

1.6. First and Second Party will jointly **launch** awareness raising campaigns among the locals with the coordination of International Union for Conservation of Nature (IUCN).

1.7. That First Party will prosecute, pursue court cases and handle all sort of legal matters pertaining to any issues arising out of this MoU regarding Mangroves Forests under intimation to the Second Party.

1.8. That First Party will provide saplings / propagule free of cost for gap filling of the said Mangroves Forests and newly earmarked/ selected sites.

1.9. That First Party will provide all kinds of technical guidance essential for the protection of Mangroves Forests/ selected sites i.e PN AoRs.

1.10. That First Party will arrange joint meetings whenever required by either party for discussing/ taking steps essential for up keeping of existing Mangroves Forests.

1.11. The first party shall indemnify the second party against third party claim and any liability as a result of first party actions.

2. Second Party

2.1. The Second Party will primarily act in a supportive role and will provide support to the First Party for protection of Mangroves Forests as and when required.

2.2. That the manpower/ transportation support for seed collection and plantation of propagules/ seeds in areas specified in para 1.1 will be the responsibility of Second Party, whereas, First Party will provide all requisite technical support.

2.3. That Second Party may facilitate joint patrolling by SFD for the protection of Mangroves Forests (from animal grazing and other human activities) as per promulgated schedule of visit/ patrolling to be mutually decided by both the Parties.

2.4. That Second Party will have no role/ liabilities in any prosecution, litigation and legal proceedings pertaining or connecting to Mangroves Forests.

2.5. That SO (EP & Horticulture) of HQ Coastal Command or any other authorized person being focal person will represent Second Party for matters related to mangroves as and when required.

3. Duration / Renewal of MoU

3.1. This MoU shall remain valid for the period of one year commencing from 01 Aug 24 to 31 Jul 25. However, it can be extended for a further period of one year on the same terms and conditions with the mutual consent of parties.

4. Arbitration

4.1 In case of any kind of misunderstanding / dispute or stand-off/ dead lock between the parties, the matter will be referred to the Commander Coast as the sole Arbitrator, whose decision will be final for the both parties.

5. Force Majeure

5.1. The Second Party will not be responsible for any loss caused to the Mangroves due to natural effect i.e rain, storm / cyclone, earthquake or human acts like cutting, stealing etc.

5.2. Neither the First Party nor the Second Party shall be responsible to each other in any manner, whatsoever, in the event of performance of the MoU being delayed due to event of Force Majeure beyond their control (such as strikes, acts of God, civil commotions, restrains of rules, flood, riots, fire, storm, war or similar other occurrences).

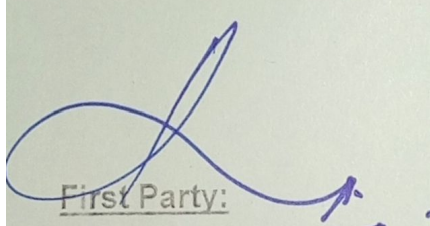
5.3. If saplings of Mangroves are lost or destroyed due to act of God/ accident during transportation/ plantations, Second Party will not be held responsible and same number of saplings will be provided by the First Party in lieu thereof.

6. This MoU does not create any legal obligation for both parties; hence, no legal rights may be created/ enforced on the sole authority of this MoU.

7. This MoU shall come into force upon signing by both the parties.

8. Both the Parties will be bound only to the extent of the preceding terms and conditions and will not be held responsible/ accountable for any obligation whatsoever beyond the scope of these terms and conditions.

9. In WITNESS WHEREOF both parties have executed in the presence of those present on the day, month & year written above.


First Party:

Mr Riaz Ahmed Wagan
Chief Conservator Forests
(Mangroves & Rangelands)
Forests Department
Government of Sindh
(CNIC No 41409-1841034-3)


Second Party:

Cdre Atif Sultan TI(M)
Chief Staff Officer to Commander Coast
10, Liaquat Barracks, Shara-e-Faisal
KARACHI
(CNIC No. 61101-2015676-3)