

MEMORANDUM OF UNDERSTANDING

This MOU is signed at **Islamabad** on this **22** day of **November, 2011**.

BETWEEN

Ministry of Textile Industry (hereinafter referred to as **MINTEX**), having its office at 1st Floor Evacuee Trust Complex Building, Sector F-5/1, Islamabad, through its Joint Secretary, (which expression shall mean and include its successors in interest and assigns) of the **First party;**

AND

Sindh Employees Social Security Institution (hereinafter referred to as **SESSI**) having its office at *Awain-e-Mehnat Kash ST-17 Block-6 Guliashn-e-Iqbal, Karachi, through its Commissioner,* which expression shall mean and include its successors in interest and assigns of the **Second party.**

WHEREAS MINTEX is a Federal Ministry of Government of Pakistan and has formulated first-ever Textiles Policy of the country for supporting textiles industry through various initiatives and incentives.

AND WHEREAS MINTEX, in collaboration with *SESSI* and Textile Commissioner's Organization (TCO) intends to implement one of its policy initiatives i.e. reimbursement of *SESSI* contribution made by Textile Industry for women and handicapped employees, approved by the Cabinet.

AND WHEREAS *SESSI*, is an autonomous organization under the Department of Labour, Government of Sindh.

AND WHEREAS Textile Commissioner's Organization (hereinafter referred to as TCO) is an attached Department of Ministry of Textile Industry will act as implementing agency of the above initiative.

AND WHEREAS *SESSI* has shown its willingness to join hands with MINTEX in implementation of the initiative approved under the textiles policy by the cabinet on "reimbursement of *SESSI* contribution made by textile industry for women and handicapped employees' in accordance with the terms and conditions set forth in this agreement.

NOW THEREFORE the parties have agreed as follows:

Article 1: Responsibilities of MINTEX

- 1) MINTEX shall set up an account, through Textile Commissioner's Organization, Karachi at NBP Head Office Branch, Head Office Building, Talpur Road I. I. Chundrigar, Karachi to keep the amount for the initiative, approved by the Cabinet.
- 2) MINTEX shall share the special identification number of registered textile units with SESSI.
- 3) MINTEX shall issue notification of the scheme in accordance with the terms and

Article 2: Responsibilities of SESSI

- 1) *SESSI* shall collect information from Textile Units on modified Form R-2 and C-1 to gather information about gender, handicapped employees and nature of handicap
- 2) *SESSI* shall make it mandatory for textile units to submit modified *C-1 Form* on monthly basis.
- 3) *SESSI* shall notify its designated officers for forwarding instructions for payments to TCO
- 4) *SESSI* shall forward claim application and Annexure mentioned in Notification No. 3(20)TID/10-P-I verified by the designated officers mentioned at Article 2(3) to TCO on quarterly basis to make reimbursements.
- 5) Audit/Spot checks by *SESSI* of the textile units availing the benefits.
- 6) *SESSI* shall maintain relevant record for verification and reconciliation with TCO at the end of each quarter.

Article 3: Responsibilities of Textile Commissioner's Organization (TCO).

- 1) TCO shall issue cheques to the beneficiaries of the scheme to reimburse the contribution of textile units for women and handicapped employees through the account mentioned at Article 1 (1).
- 2) TCO shall maintain the account mentioned at Article 1 (1).
- 3) Provision for Audit/Spot checks to be conducted by TCO of the beneficiary.
- 4) Enforcement of penalties in case of fraud.
- 5) TCO shall reconcile the record of payments made to textile units with *SESSI* on quarterly basis.

Article 4: FORCE MAJEURE

Neither party shall be liable in damages or have the right to terminate this MOU for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

Article 5: CONFLICT RESOLUTION

All disputes arising with respect to the validity of the MOU, its interpretation, and its performance or termination shall be handled through mutual consultation between Secretary, Ministry of Textile Industry and *Commissioner, SESSI*. In case of failure of the parties to reach a mutually acceptable resolution, parties shall appoint a mediator or sole arbitrator. The decision of the arbitrator shall be final and binding upon the parties.

Article 6: SERVICE OF NOTICES

Service of notices, documents or any other communication pursuant to or in relation to this agreement shall be made by all parties to each other at their respective addresses in writing through any recognized mode of communication including courier, fax or mail etc.

Signatures: In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

For MINTEX



Joint Secretary, MINTEX

Date:- 22.11.2011

For SESSI



Commissioner, SESSI

Date:- 22.11.2011

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BETWEEN

Ministry of Textile Industry (hereinafter referred to as **MINTEX**), having its office at 1st Floor Evacuee Trust Complex Building, Sector F-5/1, Islamabad, through its Joint Secretary, (which expression shall mean and include its successors in interest and assigns) of the **First party**;

AND

Punjab Employees Social Security Institution (hereinafter referred to as **PESSI**) having its office at 3-A Gulberg-V, Lahore, through its Commissioner, which expression shall mean and include its successors in interest and assigns of the **Second party**.

WHEREAS MINTEX is a Federal Ministry of Government of Pakistan and has formulated first-ever Textiles Policy of the country for supporting textiles industry through various initiatives and incentives.

AND WHEREAS MINTEX, in collaboration with PESSI and Textile Commissioner's Organization (TCO) intends to implement one of its policy initiative i.e. sharing of PESSI contribution made by Textile Industry for women and handicapped employees, approved by the Cabinet.

AND WHEREAS PESSI is an autonomous organization under the Department of Labour, Government of Punjab.

AND WHEREAS Textile Commissioner's Organization (hereinafter referred to as TCO) is an attached Department of Ministry of Textile Industry will act as implementing agency of the above initiative.

AND WHEREAS PESSI has shown its willingness to join hands with MINTEX in implementation of the initiative approved under the textiles policy by the cabinet on 'reimbursement of PESSI contribution made by textile industry for women and handicapped employees' in accordance with the terms and conditions set forth in this agreement.

NOW THEREFORE the parties have agreed as follows:

Article 1: Responsibilities of MINTEX

- 1) MINTEX shall set up an account, through Textile Commissioner's Organization, Karachi at NBP Head Office Branch, Head Office Building, Talpur Road I. I. Chundrigar, Karachi to keep the amount for the initiative approved by the Cabinet.
- 2) MINTEX shall share the special identification number of registered textile units with PESSI.

Article 2: Responsibilities of PESSI

- 1) PESSI shall collect information from Textile Units on modified Form R-2/R-3 and C-1 to gather information about gender, handicapped employees and nature of handicap
- 2) PESSI shall make it mandatory for textile units to submit modified Form C-1 on monthly basis.
- 3) PESSI shall notify its designated officers for forwarding instructions for payments to TCO
- 4) PESSI shall forward claim application and Annexure mentioned in Notification No. 3(20) TID/10-P-I verified by the designated officers mentioned at Article 2(4) to TCO on quarterly basis to make reimbursements.
- 5) Audit/Spot checks by PESSI of the textile units availing the benefits.
- 6) PESSI shall maintain relevant record for verification and reconciliation with TCO at the end of each quarter.

Article 3: Responsibilities of Textile Commissioner's Organization (TCO).

- 1) TCO shall maintain the account mentioned at Article 1 (1).
- 2) TCO shall issue cheques to the beneficiaries of the scheme to reimburse the contribution of textile units for women and handicapped employees through the account mentioned at Article 1 (1)
- 3) Audit/Spot checks to be conducted by TCO of the beneficiary.
- 4) Enforcement of penalties in case of fraud.
- 5) TCO shall reconcile the record of payments made to textile units with PESSI on quarterly basis.

Article 4: FORCE MAJEURE

Neither party shall be liable in damages or have the right to terminate this MOU for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

Article 5: CONFLICT RESOLUTION


All disputes arising with respect to the validity of the MOU, its interpretation, and its performance or termination shall be handled through mutual consultation between Secretary, Ministry of Textile Industry and Commissioner, PESSI. In case of failure of the parties to reach a mutually acceptable resolution, parties shall appoint a mediator or sole arbitrator. The decision of the arbitrator shall be final and binding upon the parties.

Article 6: SERVICE OF NOTICES

Service of notices, documents or any other communication pursuant to or in relation to this agreement shall be made by all parties to each other at their respective addresses in writing through any recognized mode of communication including courier, fax, e-mail etc.

Signatures: In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

For MINTEX



Joint Secretary, MINTEX

Date:- 22.11.2011

For PESSI



Commissioner, PESSI

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This MOU is signed at **Islamabad** on this **22** day of **November, 2011**.

BETWEEN

Ministry of Textile Industry (hereinafter referred to as **MINTEX**), having its office at 1st Floor Evacuee Trust Complex Building, Sector F-5/1, Islamabad, through its Joint Secretary, (which expression shall mean and include its successors in interest and assigns) of the **First party**;

AND

Employees' Old-Age Benefits Institution (hereinafter referred to as **EOBI**) having its office at *G.P.O. Building I. I. Chundrigar Road, Karachi, through its Director General*, (which expression shall mean and include its successors in interest and assigns) of the **Second party**;

WHEREAS MINTEX is a Federal Ministry of Government of Pakistan and has formulated first-ever Textiles Policy of the country for supporting textiles industry through various initiatives and incentives.

AND WHEREAS MINTEX, in collaboration with EOBI and Textile Commissioner's Organization, Ministry of Textile Industry intends to implement one of its policy initiatives i.e. reimbursement of EOBI contribution made by Textile Industry for women and handicapped employees, approved by the Cabinet.

AND WHEREAS EOBI, is an autonomous organization under the Ministry of Human Resource Development, Government of Pakistan.

AND WHEREAS Textile Commissioner's Organization (hereinafter referred to as TCO) is an attached Department of Ministry of Textile Industry will act as implementing agency of the above initiative.

AND WHEREAS EOBI has shown its willingness to join hands with MINTEX in implementation of the initiative approved under the textiles policy by the cabinet on "reimbursement of EOBI contribution made by textile industry for women and handicapped employees' in accordance with the terms and conditions set forth in this agreement.

NOW THEREFORE the parties have agreed as follows:

Article 1: Responsibilities of MINTEX

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- 2) MINTEX shall share the special identification number of registered textile units with EOBI.
 - 3) MINTEX shall issue the notification of the scheme in accordance with the terms and conditions set in this agreement. The notification shall include:
 - a. Pre-qualification criteria for eligible textile units.
 - b. Procedures to be observed for availing the benefit
 - c. Provision for enforcing penalties in case of fraud.

Article 2: Responsibilities of EOBI

- 1) EOBI shall collect information on modified Form PE-01 for textile units.
- 2) EOBI shall collect information on modified Form PR-02-A for textile units to identify handicapped employees and provide total contribution made for female, male and handicapped employees separately.
- 3) EOBI shall make it mandatory for textile units to submit modified Form PR-02-A on monthly basis.
- 4) EOBI shall notify its designated officers for forwarding instructions for payments to TCO.
- 5) EOBI shall forward claim application and Annexure mentioned in MINTEX Notification No. 1(1) 2009 dated 30th September 2009 and Notification No.3(6) TID/09-P-I, verified by the designated officers mentioned at Article 2(4), to TCO on quarterly basis to make reimbursements.
- 6) Audit/spot checks by EOBI of the textile units availing the benefit
- 7) EOBI shall maintain relevant record for verification and reconciliation by TCO at the end of each quarter.

Article 3: Responsibilities of Textile Commissioner's Organization (TCO).

- 1) TCO shall maintain the account mentioned at Article 1 (1).
- 2) TCO shall issue cheques to the beneficiaries of the scheme to reimburse the contribution of textile units for women and handicapped employees through the account mentioned at Article 1 (1).
- 3) Audit/Spot checks to be conducted by TCO of the beneficiary.
- 4) Enforcement of penalties in case of fraud.
- 5) TCO shall reconcile the record of payments made to textile units with EOBI on quarterly basis

Article 4: FORCE MAJEURE

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected

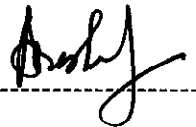
Ministry of Textile Industry and Director General, EOBI. In case of failure of the parties to reach a mutually acceptable resolution, parties shall appoint a mediator or sole arbitrator. The decision of the arbitrator shall be final and binding upon the parties.

Article 6: SERVICE OF NOTICES

Service of notices, documents or any other communication pursuant to or in relation to this agreement shall be made by all parties to each other at their respective addresses in writing through any recognized mode of communication including courier, fax, e-mail etc.

Signatures: In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

For MINTEX



Joint Secretary, MINTEX
Date:- 22.11.2011

For EOBI



Director General, EOBI
Date:- 22.11.2011