



The Asia Foundation

Memorandum of Understanding (MOU)

Between

The Asia Foundation (TAF)

and

Punjab Judicial Academy (PJA)

for

**Capacity Building of Judges (Judicial Officers) on
Specialized Training in Alternative Dispute
Resolution (ADR) for Equitable Access to Justice**

Memorandum of Understanding (MoU)

between

The Asia foundation (TAF) and Punjab judicial academy (PJA)

Preamble:

This MoU is signed between The Asia Foundation (TAF) and the Punjab Judicial Academy (PJA) to mainstream and strengthen the alternative dispute resolution mechanisms in the legal and judicial fraternity in Punjab (hereinafter referred to individually as a "Party" and collectively as "Parties"). Whereas TAF is an international development organization working to improve lives, expand opportunities, and helps societies flourish across a dynamic and developing Asia. And whereas the parties have agreed to constitute a core group consisting of honorable judges from superior courts of Pakistan, national and international ADR experts and Rule of Law Advisors. The second core group meeting was held in January 2018 to discuss the existing structure of ADR. Discussion entailed the possible implications of the new ADR bill proposed to the Provincial Assembly and the successful models in other countries with similar litigation trends. In order to ensure sustainability and consistency with the new law, the group unanimously agreed to take the following steps:

- Take measures to complement existing court-annexed mediation centers in Punjab and their effective utilization.
- Sensitize/train all the judges in Punjab to engender referral of appropriate cases to mediation.
- Conduct training sessions to create certified mediators other than judges and introduce the private mediation model. A persuasive analogy may be drawn from the models implemented in Italy and Turkey and indigenize them in the Pakistani context.

- Raise awareness of the legal rights surrounding ADR and how its mechanisms can be used more effectively among the poor and marginalized groups.

And whereas the partnership envisages not only the sensitization of judges but also the lawyers to build synergies and the capacity of legal professionals, to be more equipped to resolve disputes, the parties have agreed as follows:

Article 1:

Purpose and Scope:

The purpose of this MoU is to provide the framework for cooperation between the parties regarding Alternative Dispute Resolution as a concept understandable to both the parties in context of this MoU and otherwise. It is to be made clear that this MoU is not intended to be legally binding in nature and reference to any such arrangement made by the parties in the future as and when required. PJA agrees to provide its space, facility and human resource free of cost for all the activities stipulated in this MoU. With regards to the overall objective of this MoU the parties jointly decide:

- (i) to conduct a series of training sessions targeting judges from 36 districts of Punjab;
- (ii) create a cadre of certified mediators to work in Punjab with a database of their particulars;
- (iii) to build the capacity of PJA and institutionalize ADR and introduce an ADR certification training for lawyers and judges as a continuing legal education program;
- (iv) to improve awareness of ADR mechanisms among bar associations, academia, civil society and local communities;
- (v) to enhance interest among legal professionals in promoting the use of ADR as a reputable and viable mechanism in the judicial system with a focus on the private as well as the court-annexed mediation models in Punjab;
- (vi) to raise public awareness on the use of ADR centers thus established;

- (vii) to engage litigants, particularly women, youth and vulnerable groups to receive ADR support;

Reference is made to the consultation between officials of TAF and PJA with regard to a series of training sessions for judges and lawyers from 36 districts of the Punjab. The activity is envisaged under TAF's project titled "Mainstreaming Alternative Dispute Resolution (ADR) for Equitable Access to Justice".

- 1) Training of judges is the first step towards developing a deeper insight on how to increase support to referral mechanism for promoting the use of ADR as a reputable and viable mechanism. As agreed, TAF has developed a specialized and upgraded training manual on referral of cases for ADR. The manual is to be used by trainers to impart training sessions at the PJA, Lahore and selected divisions of Punjab.
- 2) The judges trained as Master Trainers at Loyola University Chicago, Rome Center are working with TAF team to initiate a Master Training Program for their fellow judges. The training sessions scheduled to be held in Lahore will take place on the facility of PJA, Lahore. TAF will provide support to cover the expenses incurred relating to catering, accommodation and travel of judges from 36 districts. TAF's designated Team Leader will also facilitate the training sessions. PJA will contribute by providing the human resource and its facility.
- 3) During the course of the next two (02) years, TAF will support the training of approximately 1800 judges in Punjab while PJA will ensure sustainability and institutionalization of ADR research and capacity building as a continuing legal education program.

The training sessions will start from September 2018 on a monthly basis. The overarching approach and training methodology would be determined in consultation with PJA. The dates would be established by mutual agreement. Training would be scheduled for 6 hours per day, broken down into four 1.5-hour sessions. TAF's training manual will be used as a primary resource to guide the trainers. The training manual will be customizable to emerging needs and developing priorities. The

training would be organized and delivered in accordance with the principles and practices taught in the training itself.

4) TAF will hire a consultant to develop a database of expert mediators across the province. Maintained at LHC, the database will lay the foundation for an extended network of ADR practitioners. This will include purchase of a software that may be used for qualitative as well as quantitative analysis of data. The said analysis would also help in ascertaining the nature and number of cases from all over the province. It will provide an evidence base to employ efficient strategies and devise a road map for taking appropriate measures to promote the use of private and court-annexed mediation.

5) TAF will take a lead in documenting the success stories of ADR centers in Punjab. Working with both the print and electronic media to showcase the success stories would promote a positive narrative around ADR. Similarly, the social media platforms are instrumental in generating support and sending the key messages out.

Public awareness campaign is critical to invite marginalized communities to benefit from the mediation services offered at ADR centers. TAF will work with PJA to ensure outreach at a massive scale. The ADR centers and judicial officers will facilitate TAF in conducting the outreach activities at grass-root level in their respective districts.

6) TAF and PJA will make concerted efforts to link the program with ongoing rule of law interventions at the national as well as the provincial levels. In order to promote a culture of mutual learning and best practices, TAF in collaboration with PJA will hold seminars, webinars and summits at PJA.

7) TAF will hold close consultations with PJA on all aspects of the training sessions in Punjab, followed by monitoring, evaluation and regular impact assessments.

Article 2:

Responsibilities under this MoU:

In connection with this MoU the parties shall fulfill the following roles and responsibilities that may arise from time to time.

- (i) Provide technical support/resource person to facilitate lectures on ADR at PJA and different Bar Associations in Punjab;
- (ii) Support mediation services at the ADR centers in Punjab;
- (iii) Conduct clinics on ADR with the purpose of providing mediation services to people who would not otherwise have access to formal system of justice;
- (iv) Jointly motivate litigants and judges in resolving backlogged/pending cases through mediation, where applicable;
- (v) PJA to provide its facility, conference rooms and halls for organizing seminars/webinars for creating awareness about ADR;
- (vi) Extend support to ADR project in targeted district bars of Punjab;
- (vii) Develop linkages with academia (faculty of partnering law schools) for capacity building interventions with a collaborative approach. This includes linkages with international law schools and rule of law bodies/networks;
- (viii) PJA to extend all possible support to facilitate TAF's project titled "Mainstreaming Alternative Dispute Resolution for Equitable Access to Justice";
- (ix) Identify targeted district bar associations of Punjab to promote and strengthen the use of ADR through ongoing training program.
- (x) TAF to develop a comprehensive communication strategy to implement the provisions of this MoU.

Article 3:

Amendment or Modification:

This MoU may be amended or modified at any time through mutual written consent of the parties.

Article 4:

Settlement of Disputes:

All differences or disputes arising from or concerning with the application or the interpretation of this MoU shall be amicably settled through mutual consultations and negotiations between the parties.

Article 5:

Term:

This MoU shall enter into force on the date of signatures by the parties. The term of MoU shall be two years unless during the review process both parties agree in writing to renew the term of the Memorandum before its expiry subject to the project extension date.

Termination:

The MoU may be terminated by either party giving a written notice to the other party at least 30 calendar days in advance of the effective date of termination. The termination shall not affect the validity or duration of activities or agreements under this MoU which are initiated prior to such termination.


Confidentiality:

Neither Party shall disclose any of its confidential and proprietary information to any unauthorized person/body without the consent of the parties in writing.

Effective Date and Signature:

This MoU shall be effective upon the signature of the Parties. In witness whereof, the undersigned representatives, duly authorized by the parties have signed this MoU.

Done at Lahore, this 11th day of July, 2018, in English language in two originals.



Fakhar Hayat,
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