



MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

**The JAPAN EXTERNAL TRADE ORGANIZATION
(JETRO)
OF THE GOVERNMENT OF JAPAN**

AND

**The BOARD OF INVESTMENT (BOI)
OF THE
GOVERNMENT OF ISLAMIC REPUBLIC OF PAKISTAN**

FOR

COOPERATION BETWEEN THE TWO PROMOTION AGENCIES

This Memorandum of Understanding (hereinafter referred to as “MOU”) is entered into force on **September 30, 2022** by and between:

1. The Japan External Trade Organization (JETRO), the official Trade and Investment Promotion Agency of the Government of Japan, working under its Ministry of Economy, Trade and Industry (METI). JETRO was originally established in 1958 by “the Law concerning Japan External Trade Organization”, and has been reformed to be an incorporated administrative agency of the Government of Japan since 2003 by “the Japan External Trade Organization Incorporated Administrative Agency Act” and having its address at 2nd Floor, Block B, Finance & Trade Centre, Sharah e Faisal, Karachi, represented for the purpose of this MOU by Mr. YAMAGUCHI Kazunori in his capacity as the Country Director for Pakistan (hereinafter referred to as “JETRO”)

AND

2. The Board of Investment (BOI), working under the administrative control of the Prime Minister's Office of the Islamic Republic of Pakistan, the premier investment promotion agency with a mandate to promote, encourage and facilitate, both local & foreign, investments having its main address at Prime Minister's Office, Board of Investment, 6th Floor, Kohsar Block (TUV), Pak Secretariat, Islamabad represented for the purpose of this MOU by Mr. Asad Rehman Gillani, Secretary, BOI. (Hereinafter referred to as “BOI”).

Herein after, JETRO and BOI shall be referred to individually as a "Party" and collectively as the "Parties".

The parties have reached the following understanding;

Article 1. **Background**

The Parties seek to promote business within their countries by working jointly towards economic and Investment growth and greater business harmony.

Both Parties have fostered a climate of innovation and advancement and foresee opportunities for strength and synergies between the two countries to be cultivated, thereby creating successful and prosperous business relationships. As such, the Parties desire to harness and enhance collaborative and cooperative business initiatives emanating from JETRO and BOI.

Article 2. **Objective**

The objective of this MOU is to provide a framework within which the Parties can develop and undertake collaborative activities and projects; share knowledge and have integrated technical exchange and assistance in the areas of mutual interests.

Article 3. **Scope**

The Parties agree to be mutually supportive of each other and cooperative with each other for promoting Investment and Business Development in specific areas of mutual interest which will include the following:

ACTIVITIES OF JETRO

- i. Activities concerning the promotion and encouraging investments;
- ii. Carrying out researches concerning the international investments and publicizing the results of the researches;
- iii. Introducing and publicizing abroad Japanese and Pakistani industry and merchandise;
- iv. Holding and participating in trade exhibitions, or rendering services to hold or participate in such exhibitions; and

- v. Activities concerning the promotion of the international trade and investments, with which JETRO has been entrusted by the Government of Japan.

ACTIVITIES OF BOI

- i. Facilitate introductions to investors that fall under the sectors of interest set out under paragraph (iii) below for screening and evaluation of synergistic business opportunity; and
- ii. Facilitate integration / linking of Chambers of Commerce and Industries, Business Councils, Trade Associations and other Business and Trade Development Organizations including Provincial BOI's and, SME Development Bodies on both sides will also improve interaction and mutual co-operation.
- iii. Sectors of Interest
 - a. Manufacturing;
 - b. Financial Services;
 - c. Tourism;
 - d. Healthcare and Education;
 - e. Logistics;
 - f. Information and Communication Technology;
 - g. Vocational Training;
 - h. SME Development Bodies;
 - i. Agri and Agri-business;
 - j. Special Economic Zones (SEZs); and
 - k. Opportunities in Industrial Cooperation under China Pakistan Economic Corridor (CPEC).

Article 4. **Exchange of Information**

Each Party will provide to the other Party for its own perusal and use-as-appropriate-publicly available data, statistics, experiences, studies, researches and any other information as related to the areas of mutual interest.

Article 5. No Confidential Information

The Parties agree that no privileged or confidential information shall be provided under this MOU.

Article 6. Participation in Relevant Events

Each Party may invite the other to participate in its activities as related to this MOU, whether conferences, symposiums, road shows, workshops, discussion courses, forums, exhibitions, business delegations or any other kind of activity, where relevant.

Article 7. Support

BOI may coordinate with all relevant stakeholders/departments to facilitate JETRO and Japanese investors in Pakistan with regards to operational issues including but not limited to visa, branch office, liaison office and any other.

Article 8. Costs

Each Party will be responsible for its own costs and expenses incurred as a result of entering into, or the carrying forward of this MOU.

Article 9. Legal effect

The Parties acknowledge that this MOU is only intended to promote cooperation and does not create any legally binding rights or obligations between the Parties. To the extent that any other provision of this MOU is inconsistent with this paragraph, this paragraph shall prevail. The Parties shall implement the provisions of this MoU in accordance with the laws and instructions applicable in the respective countries.

Article 10. **Points of Contacts**

The primary points of contact for carrying out the provisions of this MOU are as follows:

JETRO: Mr. YAMAGUCHI Kazunori

Country Director – JETRO Karachi office
2nd Floor, Block B,
Finance & Trade Centre,
Main Sharah – e Faisal, Karachi.
Tel: + 92 21 35630727 -9
Email: Kazunori_Yamaguchi@jetro.go.jp

BOI: Mr. ZULFIQAR Ali

Director (Policy & Legal)
Prime Minister's Office
Board of Investment
6th Floor, Kohsar Block (TUV), Pak Secretariat, Islamabad
Tel: +92 51 9206164
Email: zulfiqar.boi@gmail.com, zulfiqar@invest.gov.pk

Each Party may from time to time change its respective point of contact and inform the other Party accordingly in writing.

Article 11. **Duration**

This MOU shall be effective upon the date of signature by the Parties and shall remain in force until revoked by the mutual written consent of the Parties, at least three (3) months prior to the intended date of its termination.

Article 12. **Relationship between Parties**

This MOU does not create any agency, partnership, joint venture, or franchise relationship. No employee of any Party shall be or become, or shall be deemed to be or become, an employee of the other Party by virtue of the existence or implementation of this MOU. Each Party hereto is an independent contractor. None of the Parties has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever for or on behalf of the other Party or bind the other Party in any respect whatsoever.

Article 13. Amendment

This MOU may be amended by mutual consent of the Parties through their respective diplomatic channels and any such amendment shall be documented in writing. Such amendments will come into effect as per the procedure provided in Article 11 of this MoU.

Article 14. Entire Understanding

The foregoing represents the entire understanding reached between the Parties on the matters referred to in this MoU.

Article 15. Dispute Resolution.

Any dispute between the Parties concerning the interpretation or implementation of this MOU shall be settled amicably through diplomatic channels.

Signed by the authorized representatives of Parties in two equally authentic original English versions on **September 30, 2022**

<p>FOR AND ON BEHALF OF</p> <p>Japan External Trade Organization</p> <p>Nakajo Kazuya</p> <p>Executive Vice President</p> <p>Japan External Trade Organization</p> <p>Government of Japan</p>	<p>FOR AND ON BEHALF OF</p> <p>Prime Minister's Office</p> <p>Board of Investment</p> <p>Asad Rehman Gillani</p> <p>Secretary</p> <p>Board of Investment</p> <p>Government of Islamic</p> <p>Republic of Pakistan</p>
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