

## The Function of A Notary Position in The Legal Contract in Bangladeshi Industry

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**Abstract.** *Notaries play a vital role in preserving the integrity of legal transactions and upholding justice in the domain of legal systems. Examining the function of notaries and their adherence to ethical codes in Bangladesh is crucial as the nation develops and negotiates difficult legal issues. In order to clarify this important facet of the legal system, a thesis proposal entitled "The Function of a Notary Position in the Legal Contract in the Bangladesh Industry" was created. This research seeks to provide important insights that can improve the effectiveness, transparency, and reliability of legal affairs in Bangladesh by exploring the complexities of notarial practices and the ethical principles that guide their responsibilities and moral conduct in the nation's legal system. The goal of the thesis, "The Function of a Notary Position in the Legal Contract in the Bangladesh Industry," is to investigate and evaluate notaries' importance and function in relation to legal contracts in the Bangladeshi market. The thesis examines several notary functions, including the legal framework that governs them, the roles and responsibilities of notaries, their impact on the enforceability and validity of contracts, and the overall effectiveness of notary services in Bangladesh, with the goal of ensuring legal compliance and protecting the interests of contracting parties. In addition, the thesis probably looks at how notary services have changed historically in Bangladesh, any laws or rules governing their practice, and any shortcomings or potential improvements to the current setup. Through thorough research, analysis, and possibly case studies or empirical data, the thesis may attempt to further our understanding of the role notaries play in facilitating contractual transactions and enhancing the security and legal certainty of business operations in the Bangladeshi industry.*

**Keywords:** *Business; Contracts; Industry; Notary.*

## 1. Introduction

Notaries public are the oldest and most enduring branch of the legal profession worldwide, dating back to ancient Rome. Originating from the civil institutions of ancient Rome, notaries occupied a prominent position in private and public affairs, substituting common words in official and informal transcripts with a unique shorthand technique. The job of recording statements and transcribing them into official records falls to those skilled in this shorthand, known as notaries.

There are generally two categories of notary schools: those found in civil-law nations and those found in common-law nations. In civil law nations, notaries are termed *Latijnse notariat*, whereas in common law jurisdictions, they are commonly referred to as public notaries. While both positions entail similar titles, their functions and authorities vary significantly.<sup>1</sup>

The origins of civil law notaries (*Latijnse Notariat*) can be traced back to Northern Italy during the 11th or 12th century, gradually expanding across mainland Europe and Spain and reaching Central and South American countries. Notably, the United Kingdom, including its Commonwealth nations, and most Scandinavian countries do not adhere to this notarial tradition. Although these countries use the term 'notary,' its meaning differs from the definition of *Latijnse notariat*.

<sup>2</sup>In England, the concept of common law notaries can be traced back to the early 13th century. Historical records indicate that during this time, a number of notaries were appointed to handle a range of legal matters, including the drafting of wills, the examination of witnesses, and the administration of oaths.<sup>3</sup>This system of notaries was subsequently adopted in former colonial nations such as Singapore, Malaysia, Canada, Australia, New Zealand, India, and the United States.

<sup>4</sup>In order to serve the general public interest, *Latijnse notaries* are appointed by the general authority and are paid a fee (*honorarium*) by those who use their

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<sup>1</sup>Chuasanga A., (Ong) Argo Victoria. (2019). Legal Principles Under Criminal Law in Indonesia and Thailand, *Journal of Sovereign Law*, Vol 2, No 1 (2019) <http://jurnal.unissula.ac.id/index.php/RH/article/view/4218>, see Anang Ade Irawan, Liability of Notary's Heirs as Public Officials for Notarial Deeds Which Cause Losses to the Parties, *Jurnal Lentera Hukum*, Volume 5 Issue 2 2018

<sup>2</sup>GHS Lumban Tobing, 1996, *Notary Public Position Regulations*, Erlangga, Jakarta, p. 3-4.

<sup>3</sup>Komar Andasmita, 1991, *Notary I Position Regulations, Code of Ethics and Association of Notaries/Notaries*, Indonesian Notary Association West Java, Bandung, p. 14-15

<sup>4</sup>Deen, Thaufiq., (Ong) Argo Victoria & Sumain. (2018). Public Notary Services In Malaysia. *ACT JOURNAL*: Vol. 5, no. 4, 1017-1026. Retrieved

services.<sup>5</sup>They play a crucial role in safeguarding the interests of the general public by exercising certain state powers within the realm of private law, particularly in the authentication of deeds that carry substantial evidentiary weight.<sup>6</sup>

Notaries are becoming more and more in demand as more businesses or commercial ventures open up in particular areas. The population size of Indonesia also influences the creation of notarial positions. With a land area of 1,910,931 square kilometers and a population of 273,879,750, Indonesia is a nation under civil law regulation. Presently, there are 17,856 notaries spread across the nation.<sup>7</sup>

Bangladesh upholds the notion that it is a nation under law, which means that all elements of the state, the government, and society are obligated to always follow the law. To establish a legal state, it is essential to have legal instruments that regulate fairness and justice in all aspects of people's lives and livelihoods through statutory regulations, while also recognizing the significance of jurisprudence. This highlights the crucial role of legislation in the legal system of Bangladesh. The Republic vests all authority in the people, and any actions carried out on behalf of the people must adhere strictly to the provisions of this Constitution. In Bangladesh, as in many other regions, the concept of notarization likely evolved from these early practices, as societies recognized the need for trusted individuals to authenticate documents and oversee important agreements.<sup>8</sup>

During the colonial era, British influence introduced formalized legal structures to the Indian subcontinent, including what is now Bangladesh.<sup>9</sup>Notaries public were appointed to administer oaths, certify documents, and perform other legal functions in accordance with British legal traditions. This period laid the groundwork for the modern notarial system in Bangladesh, shaping its procedures and practices.

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from <http://jurnal.unissula.ac.id/index.php/akta/article/view/4135>, see Aga Wigana, Political Directions For Land Law On Land Property Rights For The People, The 5th International Conference and Call for Paper Faculty of Law 2019, Sultan Agung Islamic University

<sup>5</sup>Lumban Tobing, op.cit., p. 3-4.

<sup>6</sup>Article 1 number 12 UUJN. Notary Position Formation is the determination of the number of Notaries required in a Notary's office area. Article 22 number 1 UUJN. Notary Position Formation is determined based on: a. business world activities; b. total population; and/or the average number of deeds made by and/or before a Notary each month.

<sup>7</sup>Indonesian Central Bureau of Statistics, 2011, Development of Several Main Indonesian Socio-Economic Indicators, Downloaded from [http://www.bps.go.id/booklet/Booklet\\_Agustus\\_2011.pdf](http://www.bps.go.id/booklet/Booklet_Agustus_2011.pdf) on May 02, 2022.

<sup>8</sup><http://bdlaws.minlaw.gov.bd/act-details-308.html>

<sup>9</sup> Substituted for "Provincial Government", ibid

Following Bangladesh's independence in 1971, the legal system underwent significant reforms to adapt to the nation's newfound sovereignty. Notaries public continued to play a crucial role in the legal landscape, although within the framework of the newly established legal institutions and regulations. The government of Bangladesh recognized the importance of notaries in facilitating commerce, ensuring legal compliance, and promoting transparency in transactions.

<sup>10</sup>While the institution of notary public in Bangladesh has a long history and established legal framework, it also faces challenges and opportunities in the modern context. Rapid technological advancements, changing business practices, and evolving legal requirements necessitate continuous adaptation and innovation within the notarial profession. Moreover, ensuring accessibility and efficiency in notarial services remains a priority to meet the needs of a diverse and dynamic society.<sup>11</sup>The notary public in Bangladesh reflects a journey of continuity and adaptation, from ancient origins to the present day. As a vital component of the legal infrastructure, notaries play an indispensable role in facilitating commerce, upholding legal integrity, and promoting public confidence in the legal system. With a rich legacy and a commitment to excellence, notaries in Bangladesh continue to serve as guardians of legality and guardians of justice in the nation's legal landscape.

## 2. Research Methods

A research method is a scientific activity that is based on a certain fact by analyzing it. Apart from that, an in-depth examination of these legal factors is also carried out, to then try to find a solution to the problems that arise in the relevant symptoms. This study uses both a normative juridical approach and an explanatory research typology. The primary goal of this typology is to clarify and outline the organizational structure of Notary Offices in Bangladesh. It also aims to expound upon the parallels and discrepancies among the Notary Professional Code of Ethics formulations across Bangladesh's industrial landscape. Furthermore, it seeks to clarify the similarities and differences between the Notary Professional Code of Ethics formulations in Bangladesh's various industries.

## 3. Results and Discussion

### 3.1. How to continue of Public Notary in Bangladesh?

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<sup>10</sup>Ins. by Notaries (Amendment) Act, 1999 (Act No36 of 1999), Sec 4 (wef 17.12.1999)

<sup>11</sup>Dhaka University Law Journal

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(a) Obtain a law degree: To qualify as a notary public in Bangladesh, you must possess a law degree from a recognized university. Pursuing a Bachelor of Laws (LLB) or Master of Laws (LLM) degree fulfills this requirement. Following completion of your law degree, acquiring practical experience within the legal profession is essential. This can be achieved through apprenticeship under an experienced lawyer or by joining a law firm to gain hands-on experience.

(b) Apply for a notary public license: After obtaining the necessary practical experience, you can proceed to apply for a notary public license through the Ministry of Law, Justice, and Parliamentary Affairs. Your application should include your educational and practical experience certificates for review.

(c) Pass the notary public exam: After approval of your application, you must successfully pass the notary public exam, which assesses your understanding of law, legal procedures, and notarial practices. Following the exam, the government of Bangladesh will appoint you as a notary public. It is imperative to renew your notary public license every three years. To initiate the renewal process, you must submit a renewal application along with the prescribed fees.

The process of becoming a notary public in Bangladesh may vary depending on the jurisdiction and the specific requirements outlined by the Ministry of Law, Justice, and Parliamentary Affairs.

The Code of Ethics for the Notary Profession in Bangladesh is primarily established based on the statutory and regulatory framework outlined in the Notaries Ordinance of 1961 and the Notaries Rules of 1962.

The Notaries Ordinance grants the government of Bangladesh the authority to appoint and regulate notaries public, enabling them to authenticate and certify documents and transactions for domestic and international use. In contrast, the Notaries Rules offer guidance to notary public on application procedures, appointments, as well as the suspension and revocation of notarial authority. These rules also include a code of conduct outlining ethical standards for notaries public.

The Code of Ethics for the Notary Profession in Bangladesh is largely derived from these legal statutes and regulations, establishing the framework within which public notaries must operate. It further delineates ethical principles and standards that public notaries must uphold to preserve professional integrity and ensure the reliability of their notarial acts.

In summary, Bangladesh's legal system provides a comprehensive structure for notary publics, supplemented by a Code of Ethics aimed at maintaining professional integrity and adherence to the highest ethical standards.

### **3.2. Importance / Necessity of Notarized Documents:**

Notary services are frequently sought after, particularly by institutions such as Embassies, Foreign Immigration Departments, Banks, Schools, Colleges, Universities, Boards, Government, or Private Sectors. Now, you can notarize various documents such as Academic Documents, Marriage Documents, Birth Certificates, Death Certificates, National Identification (NID), Business or Commercial Documents, Property Documents, and more within minutes from anywhere in the world. A noteworthy feature of our innovative web platform, notarybd.com, is the convenience it offers - there's no need for you to physically visit any location.

You have to fulfill just 6 easy steps.

Step-01: Complete online registration form and profile. If you are a registered client, then log into your account and then select your document(s) from the website list.

Step-02: Complete Notary Questionnaire and Upload Document(s) one by one in JPEG format. Notary Public will review Questionnaire and upload document(s).

Step-3: After review is completed, if you are eligible, place your order and pay online for Document Notarization Service.

Step-04: Notary Public do verify online transaction and payment status.

Step- 05: If transaction and payment are successful, Notary Public then affix to the document(s) his/her electronic notary seal and Digital signature issued by certifying Authority (CA) of Bangladesh and then deliver you the notarized document to your online account and e-mail.

Step-06: You will then print out notarized document in a color printer as per print instruction sent to you.

#### **Example-1:**

#### **MOU AGREEMENT**

#### **MEMORANDUM OF UNDERSTANDING**

#### **Between**

#### **Sukuna Multiple Campus and Daffodil Polytechnic Institute**

## **1. PURPOSE**

The purpose of this MoU is to develop academic and educational cooperation on the basis of equality

and reciprocity and to promote sustainable partnerships and mutual understanding between Sukuna

Multiple Campus, Morang, Nepal (SMC) and Daffodil Polytechnic Institute, Dhaka, Bangladesh.

Both SMC and DPI may be referred to individually as the “party” or collectively as the “parties”.

## **1. SCOPE OF ACTIVITIES**

SMC and DPI aim to undertake cooperation in areas that may include, but are not restricted to, the

following:

- a. Organization and participation in seminars, symposia, short-term academic programs, academic meetings and trainings
- b. Exchange of research and educational materials, publications and academic information
- c. Technical exchange
- d. Designing and marketing of electronic instruction media, including credit and non-credit courses
- e. Joint research activities and academic programmers
- f. Exchange of faculty, staff and research scholars
- g. Intern Exchange and educational excursion of students
- h. Fellowship programs
- i. Scholarship opportunities for the meritorious students
- j. Student Exchange for research and study
- k. Module exchange for the development

## **3. ACTIVITY AGREEMENTS**

Before any activities may be implemented, the parties shall discuss the relevant issues to the satisfaction of each party and enter into specific activity agreements based on the mutually agreed objectives and outcomes of the activity. Activity agreements will include the following terms:

- a) Elaboration of the responsibilities of each institution for the agreed upon activity
- b) Specific schedules for the activities

- c) Budgets and sources of finances for the activity Campus Stamp DPI Stamp
- d) Detailed management of intellectual property rights and publications
- e) Any other items deemed necessary for the efficient management of the activity

#### **4. COORDINATORS**

Each institution shall appoint a coordinator to oversee and facilitate the implementation of this MoU. All activities conducted under the auspices of this MoU must have the endorsement of the coordinators. SMC and DPI will synergistically strive for effective coordination through comprehensive collaboration. The coordinators, working with other appropriate administrators at the respective parties, shall have the following responsibilities:

To act as principal contacts for individual and group activities and to plan and coordinate all activities within their institutions as well as with the partner institution. To facilitate cooperation for the purpose of initiation and implementation of any agreed programs.

To exchange information about faculties, facilities, research, publications and educational resources of other institutions; and To meet periodically physically or online to review and evaluate past activities and to work out new ideas for the future.

#### **5. RENEWAL, TERMINATION AND AMENDMENT**

**5.1** This MoU shall remain in force for a period of five years from the date of the last signature. This MoU may be extended by the written consent of the parties.

**5.2** This MoU may be terminated by either party giving written notice to the other party at least 90 days in advance of the stated termination date. Termination of this MoU shall not affect activities in progress subject to specific activity agreements, which shall continue until concluded by the parties in accordance with their terms or as otherwise agreed to by the parties in writing.

**5.3** This MoU may be amended only by the written consent of the parties. The following authorized individuals have signed the present MoU on behalf of their respective institutions:



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Mr. Arjun Raj Adhikari  
Campus Chief  
Sukuna Multiple Campus  
Sundarharaincha Municipality,  
Morang, Nepal.

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Mr. K M Hasan  
Principal & Executive Director  
Daffodil Polytechnic Institute  
Mirpur Road, Dhaka 1209,  
Bangladesh.

Date: 24 January 2024

## **Example-02**

### **CONTRACT BETWEEN SICHO AND DAFFODIL**

#### **ON**

#### **OVERSEAS EMPLOYMENT OF BANGLADESHI WORKFORCE**

##### **I. BACKGROUND**

Remittance earnings from overseas workforce is one of the key pillars of Bangladesh's economy. While Bangladesh is still catering largely to the unskilled segment with low value addition, there is great potential to explore the semi-skilled and skilled segments given the demographic dividend the country can count on. What is needed is a conducive and facilitative policy environment as well as business integrity and transparency. Recently SICHO got an offer from a German healthcare facility through its business network which is eager to take Bangladeshi nurses to Germany. SICHO is very interested in effectively exploring and further expanding such opportunities from a larger national perspective of boosting foreign currency earnings. If Bangladesh can make a welcome entry to the satisfaction of the German client, this may open up the gate to other European Union (EU) countries and the UK over time for nursing and other services. This encourages SICHO to look for reliable partners to leverage and complement each other's business acumen and strength to seamlessly realize this business opportunity. And Daffodil renders itself as the most competent organization to partner with.

##### **II. ABOUT SICHO**

SICHO is one of the leading companies in Bangladesh to provide logistics services to both public and private sectors. Established in 1968, SICHO has integrated most of the critical services needed in infrastructure development in different sectors of the country such as power & energy, on-shore & off-shore port services, contract logistics, multi-modal transportation, jetty design, construction & engineering, SODC and heavy lift cargo mobilization, equipment rental support, etc. Its long list of international clients includes Siemens AG, General Electric(GE)., Italian-Thai Development Company, Deugro, PARLYM, Sumitomo Corporation, Hyundai Engineering & Construction, Larsen & Toubro (L&T India), Daewoo Corporation, Travaux Du Sud Ouest (France), Mitsui & Co. Ltd (Japan), Mitsubishi Corporation (Japan), Samsung C&T Corporation, China Communications Construction Company Ltd (CCCCL), China Harbor Engineering Company Ltd (CHEC)., China Railway International Group (CRIG), Lafarge, Schlumberger, All Cargo logistics Ltd., India, COSCO Shipping, China Railway Group Limited (CRGL)., MCC, Bisho Infra Project Ltd (BI), Padma Multipurpose Bridge Project (MBEC)., Korea

Development Corporation, Shapoorji Pallonji, and many others while its major domestic clients are Bashundhara Group, Energypac Engineering, Omera LPG, The Civil engineers, Abdul Monem Limited, etc. Thanks to its business relationship with a large number of global brands in trade and logistics, SICHO enjoys a wide network to explore new businesses across continents including overseas employment of Bangladeshi skilled and semi-skilled workforce.

### **III. ABOUT DAFFODIL**

Daffodil Family was founded with a vision to lead Bangladesh's ICT sector and contribute to the field of education at large. Since it started its journey in 1990 it has remained committed to its philosophy of providing the best services demonstrating its business excellence and uncompromising professionalism. While ICT remained its core area of business, Daffodil evolved over the years to become the largest education network of the country. Daffodil provides a range of free products and services that include a portfolio of IT services, software, and relevant technologies that solve critical problems for clients and also brought quality education from PG to PG level with the objective of preparing the future generation capable of facing the challenges. Daffodil collaborates with clients to help them become high-performance businesses. In the field of development of skilled human resources Daffodil's strategies have seen remarkable success and contributed to creating new job opportunities and thus reducing the unemployment problem of the country. Considering the growing proportion of working age between 15 and 59 years, and taking advantage of the demographic dividend, Daffodil initiated skills development initiative to increase productivity

within the country, and looked beyond to meet the skilled and semi-skilled human resources need in the global arena . Daffodil intends to continue its efforts to develop skilled technical human resources for developed as well as developing economies such as Japan, Middle East, South East Asia, USA, United Kingdom, European Union, etc. Daffodil strictly adheres to its business ethics, corporate governance and transparency of operations while complying with the laws and regulations of the country.

#### **IV. THE CONTRACT**

Both SICHO and Daffodil, hereinafter mentioned as Parties, agree to enter into a strategic partnership to realize the business opportunity of overseas employment of skilled and semi-skilled workforce from Bangladesh to countries belonging to the European Union and the UK. This Contract lays out the long-term roles and responsibilities of both parties. The Contract also envisages, in particular, the roles and responsibilities of both Parties for realizing the immediate opportunity of sending trained Bangladeshi nurses to Germany in section VII of this Contract.

#### **V. ROLES AND RESPONSIBILITIES OF EACH PARTY**

##### **Responsibility of Daffodil:**

- a) Use the license of Global Recruitment Agency (GRA) which is a strategic business unit (SBU) of Daffodil until any other decision is mutually agreed upon.
- b) Will take the main responsibility to liaison with the relevant ministry/agency and will keep SICHO informed on matters of importance.
- c) Daffodil will undertake all necessary steps including promotional activities such as advertisements and other effective forms of communication to attract and enlist Bangladeshi workforce for overseas employment.
- d) Provide language and other required training for willing candidates to possibly qualify for overseas employment. Organize all physical and other facilities for such training.
- e) Take care of all necessary paperwork towards job placement.
- f) Make travel arrangements including visa and air tickets of the selected candidates.
- g) Provide required orientation of selected candidates regarding overseas employment and brief them about terms and conditions of their employment.

##### **h) Responsibility of SICHO**

- i) All communications with the overseas clients including: a. number of people to be hired in each batch, b. terms and conditions of employment, etc.

- j) Collect job demand letter and power of attorney from client company, authorization of demand letter and power of attorney from Bangladesh embassy in the relevant country and will keep Daffodil informed on matters of importance.
- k) Job placement in coordination/collaboration with SICHO's representatives and the client.
- l) Prepare all terms and conditions of employment on behalf of the clients.
- m) Make the final selection of candidates for overseas employment in consultation with Daffodil.
- n) Together with Daffodil provide required orientation of selected candidates and brief them about terms and conditions of their employment and DOs and DON'Ts to be followed.
- o) Will join hands with Daffodil in lesioning with relevant Govt. ministries/agencies as and when necessary.

#### **VI. SERVICE CHARGE**

SICHO and Daffodil will decide the amount of service charge for each candidate based on the following criteria:

- a) Total cost per candidate beginning from the recruitment process to the final job placement including post placement monitoring.
- b) The type of overseas employment and the total monthly/yearly benefits to the candidate. For example, if any job leads to permanent residency in Europe, the service charge will reasonably be higher; or, the cost of language course varies based on specific language and the time to learn it; or, if access to finance is facilitated for the candidates, this will have a cost to be charged.

#### **VII. ROLES AND RESPONSIBILITIES OF SICHO AND DAFFODIL FOR EMPLOYMENT OF BANGLADESH NURSES IN GERMANY**

##### **Responsibilities of Daffodil**

- a) Daffodil will undertake all necessary steps including promotional activities and other effective forms of communication to attract and enlist Bangladeshi nurses having graduate degrees, both male and female, who are interested to complete a course in German language for overseas employment in the nursing profession. The basic selection criteria from the client's end are: a. Graduation degree in nursing, and b. B-1 level proficiency in German language. Experience in nursing service will be an added advantage but not a necessary condition for selection.
- b) Daffodil will make all necessary arrangements including hiring of teachers/s, physical facilities such as class rooms to provide training and necessary

orientation to the Bangladeshi citizens who are interested in overseas employment.

- c) Daffodil will make sure the course does not take longer than six months with a reasonable (70%) success rate of students reaching proficiency level B-1.
- d) Documentation and other necessary paper work for the candidates run up to the job placement.
- e) Make travel arrangements including visa and air tickets of the selected nurses.
- f) Liaising with the relevant ministry/agencies to ensure policy/regulatory compliance. Responsibilities of SICHO
- g) All communications with the German client and SICHO representative in Germany including: a. number of people to be hired in each batch, b. terms and conditions of employment, etc.
- h) Collect job demand letter & stamp; power of attorney from client company, authorization of demand letter and power of attorney from Bangladesh embassy in Germany.
- i) Job placement in coordination/collaboration with SICHO's representatives in Germany and the client
- j) Prepare all terms and conditions of employment on behalf of the German client in consultation with Daffodil.
- k) Make the final selection of candidates for overseas employment in consultation with Daffodil.
- l) Together with Daffodil will provide required orientation of potential candidates and brief them about terms and conditions of their employment and DOs and DON'Ts to be followed.
- m) Will join hands with Daffodil in liaisoning with relevant Govt. ministries/agencies as and when necessary.
- n) Will decide the fee per candidate in consultation and agreement with Daffodil.
- o) While the first batch of trainees will consist of about 10 nurses, frequency of future training sessions and number of nurses in each batch will be decided based on the demand from the overseas client, and state of local supply of nurses who fulfill the selection criteria.

#### **VIII. FINANCE AND ACCOUNTS**

- a) Both Parties will maintain separate books of accounts specific to the business operations pertaining to this Agreement following maximum transparency and business integrity. Each Party will invest as required to perform their assigned roles, and keep records of all expenses incurred for the assigned business purposes.

- b) Each Party will share their quarterly financial report relating to the activities under the purview of this Contract.
- c) There will be a joint account operated under a joint signature representing each Party where all the incomes will be credited.
- d) At the end of each year, net profit (excluding all expenses, VAT, Tax as applicable) will be shared equally on a 50-50 basis.
- e) Any provisioning will be done on the basis of mutual agreement.

#### **IX. INCLUSION OF ANY THIRD PARTY**

If any third party wants to take part, within the review of this Contract, with Daffodil and SICHO for overseas employment of Bangladeshi workforce under specific business proposition to any specific country, both Parties will jointly review the business proposition, and if it makes business sense, then they (Daffodil and SICHO) will welcome such entry under a specific separate contract with the third party. However, neither SICHO nor Daffodil shall unilaterally enter into any contract with a third party for overseas employment of Bangladeshi workforce to countries belonging to the EU, and the UK. Both Parties also agree to jointly invest in exploring markets in Europe.

#### **X. COMPLIANCE WITH LAWS AND REGULATIONS**

Both parties will comply with all relevant laws and regulations of the exporting and importing countries.

#### **XI. DURATION OF THE CONTRACT**

Both the Parties agree to make this agreement open ended in view of the nature of the business largely depending on the demand in overseas markets.

#### **XII. INTELLECTUAL PROPERTY RIGHTS.**

During the course of this Agreement, it may be necessary for both Parties to mutually share proprietary information, including trade secrets, industry knowledge, and other confidential information. Neither of the Parties will share any proprietary information to any third Party without prior mutual consent. Each party will treat this Contract confidential and will not share any information thereof without the permission of the other Party.

#### **XIII. AMENDMENTS AND MODIFICATIONS**

Both Parties, with their mutual consent, may consider making any amendment or modification to this Contract if deemed appropriate for its smooth implementation.

#### **XIV. DISPUTE RESOLUTION**

Any dispute arising at any point in time, both Parties will take utmost efforts to resolve amicably or through arbitration.

#### **XV. TERMINATION**

Each party can terminate the contract if they wish it to give at least three months' notice in advance to the other.

#### **XVI. FORCE MAJEURE**

In the event, circumstances, or combination thereof beyond the reasonable control of a party, including but not limited to, acts of God, war, terrorism, civil unrest, fire, flood, earthquake, explosion, governmental actions, epidemic, pandemic, or any other similar unexpected circumstances may affect the ability of either party to fulfill its obligations. Therefore, any deadlines or timeframes under this contract shall be extended for a period equal to the duration of the Force Majeure Event.

Signed on behalf of CICHO Signed on behalf of Daffodil

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Witnesses:

#### **Example-03**

#### **MEMORANDUM OF UNDERSTANDING**

**(MoU)**

**BETWEEN**

**DAFFODIL COMPUTERS LIMITED (DCL) BRAIN STATION 23 (BS23)**

**AND SERVICENGINEBPO (SEBPO) FOR "Developing a Consortium for Marketing, Sales and Software Testing Services"**

**24 October 2022**

**Agreement of Cooperation**

**THIS MEMORANDUM OF UNDERSTANDING (MoU) IS MADE ON**

**DATED 25 OCTOBER 2022**

**AMONG**

**DAFFODIL COMPUTERS LIMITED (DCL), LOCATED AT 64/3, LAKE**

**CIRCUS, KALABAGAN, DHAKA-1205, BANGLADESH,  
BRAIN STATION 23 (BS23), LOCATED AT 8TH FLOOR, 2 BIR UTTAM  
AK KHANDAKAR ROAD, DHAKA-1212, BANGLADESH.**

**AND**

**SERVICENGINEBPO (SEBPO), LOCATED AT 8 Garden Rd, Dhaka-  
1206, BANGLADESH.**

**WHEREAS THE DAFFODIL COMPUTERS LIMITED (DCL) WILL BE TREATED AS**

**A 1ST PARTY, BRAIN STATION 23 WILL BE CALLED AS A 2ND PARTY AND**

**SERVICENGINEBPO WILL BE CONSIDERED AS THE 3RD PARTY.**

WHEREAS the three of the organizations have agreed to sign a Memorandum of Understanding (MoU) for:

**1. Responsibilities of the Daffodil Computers Ltd.:**

- 1.1 Planning and Development of the Business Strategy.
- 1.2 Development of Marketing Materials.
- 1.3 Marketing (Digital/Physical).
- 1.4 Sales and Business Development.
- 1.5 Brand development and promotion.
- 1.6 Market Research and Development.
- 1.7 Customer Relationship Management.
- 1.8 Consortium website development, enhancement & maintenance

**2. Responsibilities of Service Engine BPO & Brain Station 23**

- 2.1 Software Tester Resource Pool Recruit
- 2.2 Software Testers Skillset Development with Vendor Certification
- 2.3 Software Testing Portfolio Development
- 2.4 Manage & Deliver Software Testing Service
- 2.5 Provide Software Testing Consultancy Services
- 2.6 Perform Newness in Services



2.7 Cost Reduction in Services

2.8 Risk Reduction in Services

2.9 Innovation in Services

2.10 Dedicated Labs Established for Software Testing Services

2.10.1 Cloud Enabled Test Labs for

2.10.1.1 Compatibility Testing

2.10.1.2 Performance Testing And

2.10.1.3 Mobile Application Testing, etc.

2.11 Facilitate OS & Apps wise different Hardware Devices according to needs: IOS, Android, etc.

2.12 Manage Projects/Needs wise Software Testing Tools

2.13 Ensure Company Certification (Projects/Needs wise):

2.13.1 ISO/IEC 27001 -Information security management

2.13.2 Open Web Application Security Project® (OWASP)

2.13.3 AICPA- American Institute of Certified Public Accountants, etc.

2.14 Ensure Security (Projects/Needs wise):

2.14.1 Protect intellectual property

2.14.2 Secured Access within the team.

2.14.3 Virtual LANs for an additional layer of network security or provide for Chinese walls between teams using physical access controls even within the delivery center. etc.

2.15 High Availability:

2.15.1 Redundant internet leased lines and

2.15.2 Redundant Power Supplies

2.15.3 24×7 operation, respond quickly to emergencies. (Projects/Needs wise)

### **3. Working Plan**

3.1 BS23 & SEBPO will be responsible for delivering individual Software Testing Services provided by DCL.

3.2 BS23 & SEBPO will be fully responsible for delivering the project in an efficient and timely manner as per work order/Contract to the DCL/Customer.

3.3 Each and individual project will have an individual agreement (based on the specific project scope and deliverables) with written details of their terms, conditions and payments.

3.4 In order to get the info by client, Consortium will authorize to use DCL, BS23 & SEBPO portfolio and project experience as well as their client information on Consortium website and other sales presentations. But BS23 & SEBPO will not be liable for any misconduct of DCL with clients.

3.5 All parties will keep their confidentiality and strictly not allow disclosing valuable information to each other. As well as strictly not allow to communicate directly with the DCL, BS23 & SEBPO client locally or internationally on any project (present or future). If in case DCL has to disclose the real client name for any unexpected situation, unless it is officially authorized by BS23 & SEBPO, it will be mutually settled.

3.6 All parties will provide full cooperation to each other in a very respectful business manner and will resolve if any conflict or discrepancy occurs during the business or project process and be willing to help each other with a very understanding mindset. All parties will go to Arbitrator if any conflict arises between First Party, Second Party & Third Party.

3.7 All parties may assign a project manager for different projects, according to project needs.

3.8 For overall coordination one Project Director (PD) may assign, he will coordinate all projects by the help of project managers. PD will communicate with First Party, Second Party & Third Party top management and stakeholders. PD will maintain the project wise Plan & Schedule. PD will also communicate with CMO: Chief Marketing Officer, CTO: Chief Technical Officer, MK: Marketing Manager, BDM: Business Development manager, Senior Sales Executive, Sales Executive, Junior Sales Executive, etc.

3.9 All parties must maintain NDA while stipulating full compliance of client identity and data, where the client can be local (BD) or international engaging through DCL, BS23 & SEBPO. 3.10 This agreement (Work together on individual Software Testing projects globally) and as well as the content will remain the same, if in case there comes any changes to the management structure.

#### **4. Revenue Sharing Model**

4.1 If the Project will be completed by DCL & BS23 then the Revenue Sharing Model will be as follows:

DCL BS23 Remarks 50% 50% It will vary according to Project, Services, Time frame, Purpose, Ownership, Required Resources, Roles, value etc.

Note: According to no: 1 & 2 all Responsibilities will carry by DCL & BS23.

4.2 If the Project will be completed by DCL & SEBPO then the Revenue Sharing Model will be as follows:

DCL SEBPO Remarks 50% 50% It will vary according to Project, Services, Time frame, Purpose, Ownership, Required Resources, Roles, value etc.

Note: According to no: 1 & 2 all Responsibilities will carry by DCL & SEBPO.

#### **5. Duration of the MoU**

5.1 The MoU will continue if the Consortium will be prospective and profitable.

5.2 Time to time Consortium policies will be created according to Consortium needs.

**6.** Any dispute or matter of difference and/or disagreement between the Parties concerning the validity, scope, meaning, construction or effect of this Agreement and/or with regard to the rights, liabilities and obligations of the Parties arising out of or in connection with any matter relation to this Agreement, which cannot be settled by mutual discussion by and between the Parties hereto, shall be referred to and be settled and adjudicated upon by Arbitrators, one to be appointed by each party to the dispute who will appoint an umpire at the commencement of the proceedings and this clause shall be deemed to be guided by the Arbitration Act 2001.

#### **7. Termination of the MoU**

7.1 This agreement may be terminated either by DCL or BS23 or SEBPO by providing written notice and explanation to either DCL or BS23 or SEBPO at least 90 (Ninety) calendar days in advance of the effective date of termination.

It is mutually understood and agreed by and between these two Companies. Any modification to this understanding shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by top authorized officials, prior to any changes being performed.

All the three parties agreed to the terms and conditions set forth above as demonstrated by their signatures as follows:

For and on behalf of <b>Service Engine BPO</b>	For and on behalf of <b>Brain Station 23</b>	For and on behalf of <b>Daffodil Computers Ltd.</b>
<b>Name</b> <b>Designation</b>	<b>Name</b> <b>Designation</b>	<b>Jafar Ahmed Patwary</b> <b>General Manager</b>
<b>Witness:</b>	<b>Witness:</b>	<b>Witness:</b>
1. Name Designation Service Engine BPO	3. Name Designation Brain Station 23	5. Name Designation Daffodil Computers Ltd.
2. Name Designation Service Engine BPO	4. Name Designation Brain Station 23	6. Name Designation Daffodil Computers Ltd.

## Sample for Documents

### A. Notary Public

Advocate Md. Zulfiqar Ali  
Consultancy in Uttara

Remember you found this company at Infoisinfo  
**+8801811414506**

**Address**  
Sector-11, Road-04, House-45. Uttara Model Town..  
P.C. 1230, Uttara, Dhaka.

Advocate Md. Zulfiqar Ali  
Consultancy in Uttara

Remember you found this company at Infoisinfo  
**+880181 1414506**

**Address**  
Sector-11, Road-04, House-45. Uttara Model Town..  
P.C. 1230, Uttara, Dhaka.

### B. Notarized Corticates



### 3.3. How do the legal prerequisites for becoming a notary differ between Indonesia and Bangladesh?

The legal prerequisites for becoming a notary can differ between Indonesia and Bangladesh due to variations in their legal systems and regulatory frameworks.

In Indonesia, to become a notary, one must meet specific requirements set forth by the Registered Government. These typically include obtaining a law degree, completing a notary training program, passing a rigorous examination administered by the Ministry of Law and Human Rights, and obtaining a license from the ministry. Notaries in Indonesia play a crucial role in authenticating legal documents and transactions.

In Bangladesh, the process for becoming a notary involves obtaining a law degree from a recognized university, gaining practical experience in the legal profession, and passing a notary public examination administered by the Ministry of Law, Justice, and Parliamentary Affairs. Once licensed, notaries public in Bangladesh are authorized to authenticate and certify documents and transactions.

While both countries have legal prerequisites for becoming a notary, the specific requirements and procedures may vary based on the respective legal systems and regulations governing notarial practice in each country. For more details, it is explained in the following table:

**Table 4. Comparison of Requirements to Become a Notary in Indonesia and Bangladesh.**

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## Indonesia

The requirements to become a notary are regulated in Article 3 of Law no. 2 of 2014 concerning the Position of Notary Jo. UU no. 30 of 2004 Article 4 paragraph (1) and Article 2 paragraph (1) Permenkumham No. 19 of 2019 concerning Terms and Procedures for Appointment, Leave, Transfer, Dismissal and Extension of the Notary's Terms of Office continue to be proven by other supporting documents:

The requirements to be appointed as a Notary as referred to in Article 2 are:

- Indonesian citizens;
- Fear of God Almighty;
- aged at least 27 (twenty seven) years;
- Physically and mentally healthy as stated by a health certificate from a doctor and psychiatrist;
- Holds a law degree and has a second degree in notarial education;
- Have experienced an internship or have actually worked as a Notary employee for a minimum of 24 (twenty four) consecutive months in a Notary office on their own initiative or on the recommendation of a Notary Organization after graduating from the second level of notarial law;
- Not having the status of a civil servant, state official, advocate, or not currently holding another position which is prohibited by law from

## Bangladesh

The requirements to become a Public Notary in Bangladesh are regulated in Act no. 1881 (xxvi of 1881) On Notaries Public(Revised 1972):

Appointment and Qualifications To become a Notary Public you must meet all of the following requirements: (President's Order No. 46 of 1972).

A notary public is a lawyer authorized by the Attorney General's" under the Sharia Court. Requirements to become a Notary in Bangladesh are as follows:

Bangladeshi Citizen

Adult, min. 25 years

Derived from Advocates

Undergo an internship for min. 1 year after passing the exam organized by the ministry

Appointed by the Master of faculties in England or

appointed under the Negotiable Instruments Act, 1881 (xxvi of 1881)

has been practicing as a legal practitioner for at least five years or has been a member of the judicial service as defined in Article 152 of the Constitution for at least five years.

In addition, there are provisions regarding people who are prohibited

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holding the position of Notary; And

- "Never been sentenced to prison based on a court decision that has permanent legal force for committing a criminal offense that is punishable by imprisonment for 5 (five) years or more."

In addition to the complete supporting documents as intended, as a requirement to become a notary, a prospective notary must attach:

- photocopy of training certificate to improve the quality of notary positions issued by the Directorate General of General Legal Administration;
- photocopy of code of ethics certificate issued by a notary organization which is legalized by the notary organization;
- original statement of willingness to act as protocol holder; And
- photocopy of legalized Taxpayer Identification Number (NPWP).

from becoming

Notary, namely:

People who have been sentenced to prison. Exceptions for those who have served a prison sentence of up to two years and have finished serving their sentence or have been released.

People who have been sentenced to bankruptcy or who have not been reinstated.

People who have been dismissed as government employees.

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### **3.4. How does the legal framework surrounding the notary public impact the effectiveness and enforceability of contracts in various sectors of the Bangladeshi industry?**

The legal framework surrounding the notary public system in Bangladesh plays a significant role in the effectiveness and enforceability of contracts across various sectors of the Bangladeshi industry. Here's how:

**Legal Authentication:** Notaries provide legal authentication to contracts and important documents. Their attestation adds credibility and validity to the agreements, making them more enforceable in the eyes of the law.

**Prevention of Fraud and Misrepresentation:** The involvement of notaries helps prevent fraud and misrepresentation in contracts. Notaries verify the identities of the parties involved and ensure that the terms of the contract are accurately represented, reducing the risk of disputes and litigation. **Confidence in Transactions:** The existence of a reliable notary system instills confidence in business transactions and agreements. Parties involved in contracts feel more secure knowing that their agreements are backed by legal authentication and are less likely to face challenges regarding the validity of the contract.

**Facilitation of Dispute Resolution:** In case of disputes or disagreements arising from contracts, the involvement of notaries can facilitate smoother dispute resolution processes. The authenticated documents can serve as valuable evidence in legal proceedings, helping to resolve disputes more efficiently. **Adherence to Legal Standards:** The legal framework surrounding notaries ensures that contracts adhere to legal standards and procedures. Notaries are required to verify that contracts comply with applicable laws and regulations, contributing to the enforceability of contracts across different sectors of the Bangladeshi industry.

**Enhanced Transparency:** The notary public system enhances transparency in contractual relationships by providing an official record of agreements. This transparency helps build trust among parties and promotes fair and ethical business practices.

1. Overall, the legal framework surrounding the notary public system in Bangladesh enhances the effectiveness and enforceability of contracts in various sectors of the industry by providing legal authentication, preventing fraud, facilitating dispute resolution, ensuring adherence to legal standards, and promoting transparency in contractual relationships.

#### **4. Conclusion**

In conclusion, the notary position plays a vital role in the legal contract landscape within the Bangladeshi industry. Through the authentication and verification of crucial documents, notaries ensure the validity and authenticity of agreements, thus bolstering confidence and trust in business transactions. Their involvement mitigates the risks of fraud, misrepresentation, and legal disputes, providing a foundation for smoother dispute resolution processes and upholding adherence to legal standards and regulations. The function of notaries in Bangladesh's legal contracts fosters transparency and integrity, thereby enhancing the overall effectiveness and enforceability of agreements across various sectors of the industry. By providing a reliable framework for authentication and verification, notaries contribute to the stability and credibility of the business environment,



facilitating fair and ethical business practices. In essence, the presence of notaries in the Bangladeshi industry underscores the importance of accountability, credibility, and legal compliance in contractual relationships. Their role serves as a cornerstone for ensuring the reliability and integrity of agreements, ultimately bolstering the country's commercial landscape and promoting trust and confidence among stakeholders.

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NOTARY LAW & ETHICS: AVOIDING LIABILITY BY EXERCISING REASONABLE CARE & AVOIDING THE UNAUTHORIZED PRACTICE OF LAW By: Michael Closen, BS, MA, JD; Professor of Law Emeritus, John Marshall Law School; Former Illinois Notary Public; Present Florida Notary Public; Notary Consultant, Educator & Expert Witness; Author, PROFESSOR CLOSEN'S NOTARY BEST PRACTICES (2018)

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