MOU/ PARTNERSHIP AGREEMENT

This agreement is made on the _______ between the "District Government Muzaffargarh through its District Coordination Officer (hereinafter) called the (DG) which expression shall, wherever the context allows, includes its assignees, executors, successors, and attorney etc;

AND

Idara-e-Taleem-o-Aagahi (ITA) Public Trust (hereinafter referred to as "ITA") which is a certified tax-exempt organization under the PCP certification program striving to promote quality education in Pakistan. The current work and partnerships extend across Rawalpindi, Islamabad Capital Territory, Muzaffargarh, Chekhel, Gujrat, Lahore, Sheikhupura, Nankana, Kasur, Jhang, Rahim Yar Khan, Faisalabad, and Azad Jammu & Kashmir with the expansion to Baluchistan and Sindh. ITA has worked at policy level in provincial working groups on education reforms; it has a track record and relevant experience in the field of elevating the standard and spread of Education through public private partnerships completely aligned to provincial education sector plans and priorities therein. ITA's critical partner for action is the public sector at all levels and its institutions, NGOs at local, national and international levels, district governments, provincial/federal governments, private corporate sector including ICI, Nestle and Unilever, philanthropists, expatriate Pakistanis and donors alike.

ITA's Head Office is located at 41-L, Model town Extension Lahore

ITA's vision is:

"TO PROMOTE EDUCATION AS COMPREHENSIVE PROCESS FOR HUMAN AND SOCIAL TRANSFORMATION"

WHEREAS ITA and "District Government" has agreed to endorse this agreement and all key initiative related to promoting the goals of Quality Education For All (with focus on Gender) in District Muzaffargarh (Education surveys, Learning assessments (all levels), Literacy, ECE, Health actions in school, Vocational training, etc.) all the initiatives will be supported by different development partners, philanthropists and corporate/ private sector.

THEREFORE in consideration of the aforesaid purpose and of the mutual covenants ITA and District Government Muzaffargarh have agreed and entered into Memorandum of Understanding to collaborate for joint implementation of the activities/projects at the district, Tehsil, UC and village level.

Duration of the MOU/ Agreement: This will commence from April 1st, 2014 to March 31st, 2016 subject to annual reviews and performance

Locations: Each Tehsil and UCs will be attached to this MOU.

Key Actors:

• The key actors in implementation of project activities will be:
  - District Government and Department of Education
  - Education Department at Provincial Level for oversight and policy support
  - ITA and partner organizations

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The roles and responsibilities of the parties are contained below:

**Principles of Practice:**

1. Total adherence to Government Policies/Education Sector Reform Plans and initiatives in the provision of missing facilities, Para teachers and training of teachers, SC/SMC members.
2. Complete sharing of all information and work plans on quarterly basis with EDO Education and District Govt. on each school along with its EMIS number.
3. Quarterly Progress Reports, monitoring, tracking and performance outputs shared with district and provincial local person.
4. Support from Province and District to ensure that all target schools in districts are provided mainstream budgets and planning support for sustainability of interventions at the end of the project.

**Responsibility of the Partner Organization (ITA):**

To support partner schools in the areas of:
- Physical improvement, repairs and maintenance of the school according to specific needs and the best capacity/resources of the adopter as per previous practice.
- Human resource gaps e.g. Teachers shortage; support staff shortage preferably hired from the local community, any additional staff (Teaching) at its own cost and shall not be entitled to claim any reimbursement for that from DG.
- That the staff of the partner schools will continue to be governed by the Service Rules under the Punjab Local Government Ordinance and Rules and SC Policy 2007. However, during the term of the agreement, ITA representative engaged for this purpose will supervise/monitor the day to day functioning and performance of the school as well as provide the school staff necessary professional development support.
- Learning materials; summer schools, health and school enrichment and environmental programs with active participation of children.
- Areas of quality capacity building of head teachers; teachers and school council.
- Vocational training programs will be started in schools for promoting skills development.

**Monitoring/Reporting**
- To provide regular monthly updates to the DG and department of Education Muzaffargarh for feedback and review on any issues that need to be addressed/reported.

**Tracking Performance & Improvements**
- Survey of schools will be conducted (pictorial and video profiles will be maintained) biannually and annually.
- The survey will be of: Physical infrastructure (including school furniture & fixture), learning environment (including availability of Teaching Learning Materials); learning assessment (head teacher, teachers, students); teachers’ training need assessment, village profiles, etc.
- Monitoring of partner schools: The data will collected monthly/quarterly with the support of school(s) and Department of Education (DoE).

**Inventory**
- Authorized representatives of DG Muzaffargarh/School(s) and ITA shall prepare an inventory of school(s) including physical infrastructure, furniture & fixtures, TLMs to be partnered with prior to the initiation of partnership. However the head teacher or teacher in charge will be responsible for proper use and maintenance of the school facilities including those provided by ITA.

**Disbursement Management of Funds**
- All funds and any other non-financial resources contributed by ITA towards the improvement of the partner government schools will be solely managed and disbursed by the ITA or its own representatives.
ITA will not transfer any funds to DG Muzaffargarh under any circumstances but if so desired to the School Council Account. ITA may in due course have a separate agreement with a partner NGO (if any) for implementation with full information extended to the DG.

**Partnership with Additional Schools**

- As and when ITA decides to partner with more schools subject to availability of resources, an addendum to this agreement will be shared and then formally issued by DoE prior to extend the partnership.

**Membership in School Council**

- ITA will have its representative as a member (Honorary) of the School Council (SC) of all its partner schools receiving support under this agreement.

**Formation of District Education Committee**

Formation of District Education Committee or any other preferred nomenclature by the District Government (with govt. autonomous bodies, private sector and civil society). The tasks of the DEC will be to oversee the implementation of the project and as an upstream linkage to the service delivery work for providing strategic support and advocating higher allocation of resources concurrent to building capacity for absorbing more resources, particularly in girl’s schools.

During the Partnership the NGO will NOT create any title, right legal or otherwise in structures, existing furniture, equipment and other paraphernalia, etc of the schools. District Government Education Department along with its schools will be the exclusive owner of all the items related to schools and introduced/supported by ITA.

**Responsibilities of the District Government**

**Establishment of Resource Center**
At least two rooms will be provided to partner organization/ITA in any accessible high school or other govt. building in the district as resource center/operations for managing all program components.

- To provide regular budgets salary and non-salary and Annual Development Plan (ADPs) to the partner government schools, staff and school council as per its normal practice under various sector reform initiatives.

To provide all inputs from PESRP as and when they become available for the partnered government schools according to the government’s policy and practice. These are in the areas of:

1. Provision of missing infrastructure
2. Distribution of free text books
3. Teacher Recruitment
4. Teacher Training
5. Reactivation of School Councils
6. Stipends to girls in middle and high schools
7. Awareness Campaign
8. Monitoring & Evaluation

- The EDO (Education) under the current MOU in principle agrees to consider initiatives of special programmes by NGO, such as Community Mobilization, Teachers Training, Health, Early Childhood Education, IT literacy, literacy for mothers and siblings, Homework Study Centers, Summer School (Project Based Learning) Youth Citizenship program and support to child labor etc. However, the NGO shall consult with the District Government prior to initiating such programmes to ensure that liabilities and responsibilities are clearly established and there is no financial liability for the District Government to carry out such programs other than its formally agreed programs, schemes as reflected in the recurrent and development budgets.
• That utility bill for the partnered schools shall continue to be paid by the government through the school/district funds according to the prevalent practice. However, in case of shortfalls ITA may be requested to support and provide interim relief if possible to partner schools.

• To facilitate in providing NOCs for physical improvement and infrastructural work as and when required within four weeks of a formal request to the DG Department of Education.

• To hold regular monthly review meetings at the Department of Education with ITA’s district team and relevant officers to share progress and resolve issues if any.

• To monitor and supervision of the teachers would be the responsibility of the DG Muzaffargarh; the School Council and as well as ITA its partner NGO (if ANY), in full knowledge of DG.

• If at any stage ITA or any of the partners realizes that other parties have not been able to meet their obligations as delineated in this agreement, will take up the matter with the EDO Education and in extreme cases the DCO. In case that all conciliatory efforts have failed to improve the situation, the contract can be terminated by serving a three-month notice to the DG Muzaffargarh through EDO Education.

• Notwithstanding anything to the contrary contained herein it is expressly agreed between the parties to undertake improvements in the selected schools in District Muzaffargarh as per the terms and conditions laid out above.

All the appendices make an integral part of this document.

The parties have affixed their signatures below:

[Signatures]

District Coordination Officer (DCO)
District Government

Imtiaz Ahmed Nizami
Deputy Director Programs ITA

Executive District Officer (Edu)
Muzaffargarh

Executive District Officer (Education)
District Government,

Date
09/08/14

Date
09/08/17

4/4
Amendment in
MOU or Partnership Agreement

This amendment of the agreement made on 15-8-13 between the “Schools Education Department, Government of Punjab” through The Secretary School Education Punjab, Schools Education Department, Punjab (here-in-after) called the (SED- Punjab) and Idara-e-Taleem-o-Aagahi (ITA) Public Trust (hereinafter referred to as “ITA”) in continuity of the already signed MOU/Partnership agreement signed on the 30th April 2011 between the "Schools Education Department, Government of Punjab” through The Secretary Schools, Punjab and Idara-e-Taleem-o-Aagahi (ITA) Public Trust (Copy of MOU or Partnership Agreement).

Under this amendment:

a) Now the Section “Location” under old MOU rephrase as:

   Locations: The MoU is for all District of Punjab and each district will be attached to this MOU as an addendum with all Schools identified with EMIS codes.

b) All other matters and clauses of the MOU remain same.

The parties have affixed their signatures below

[Signatures]

Dated 15-8-13

[Signature]

Secretary School Education Department
School Education Department, Government of Punjab, Lahore

[Signature]

Director Programs
Idara-e-Taleem-o-Aagahi (ITA)

Dated 15/8/2013
Revised

MOU or PARTNERSHIP AGREEMENT

This agreement is made on the 3rd July 2011 between the ‘School Education Department, Government of Punjab’ through the Secretary School Education, Punjab (hereinafter called the (SED-Punjab) which expression shall, wherever the context allows, include its assigns, executors, successors, and attorney etc; and

Khaled-e-Taleem-o-Aagahi (ITA) Public Trust (hereinafter referred to as “ITA”) which is a certified tax exempt organization under the CEC certification program striving to promote quality education in Pakistan. The current work and partnerships extend across Punjab, Sindh, Baluchistan, Khyber-Pakhtunkhwa, Gilgit-Baltistan, FATA, and Azad Jammu & Kashmir. ITA has worked at the policy level in provincial, national and district-level working groups on education reforms; it has a track record and relevant experience in the field of sector-wide approaches to improve the quality and outcomes of Education through Public Private Partnerships (PPPs) completely aligned with national and provincial education sector plans and priorities therein. ITA’s critical partners for action, in the public sector at all levels and education funding, NGOs at local, national and international levels, district governments, provincial/territorial governments, private corporate sector, philanthropists, expatriates Pakistanis and others alike. ITA works through its partner organizations such as the Institute for Professional Learning (IPL) and the South Asia Forum for Education Development (SAFED) in the areas of capacity building, school audits, advocacy, and policy influence.

ITA’s Head Office is located at 26-B, Sarwar Road, Lahore Cantt.

ITA’s vision is

“TO PROMOTE EDUCATION AS COMPREHENSIVE PROCESS FOR HUMAN AND SOCIAL TRANSFORMATION”

WHEREAS ITA and SED-Punjab have entered into an agreement to achieve all key initiatives related to promoting the quality of Education for All (with focus on gender) in Punjab and Pakistan (Education surveys/learning assessments at all levels), literacy, ECR, Health Action Schools etc. The initiatives will be supported by different development partners, philanthropists, and corporate/private sector.

THEREFORE in consideration of the aforementioned promise and of the mutual covenants ITA and the SED-Punjab have agreed to enter into this Memorandum of Understanding to collaborate for joint implementation of the activities at the provincial, district, Tehsil, UC and village level as planned collaboratively by both parties.

In pursuance thereof, the ITA and SED-Punjab resolve to set up a joint consultation mechanism concurrently at the provincial and each district levels to further enhance cooperation and collaboration.

Duration of the Agreement/MOU: This will commence from April 7, 2011 to April 6, 2016 subject to annual reviews and performance.

* Locations: Each district will be matched to this MOU as an addendum with all schools identified with EMS codes (Chakwal, Yar Khan, Multan, Muzaffargarh, Sahiwal, Rawalpindi, Chiniot, Sheikhpura, Lahore, and others).

Khaled-e-Taleem-o-Aagahi (ITA) Public Trust
Core areas of collaboration are:

- Service Delivery for improvement in Access, Quality through whole school improvement and Equity-focused catch up programs through non-formal education addressing girls and other disadvantaged groups — ECE to High School, school-based campaigns and where possible Technical Vocational Education & Training Programmes; Summer School/Health Reading clubs; remedial programs; IT clubs; ECE/ECDD programs etc.
- Education in Emergencies
- Infrastructure Support through Public Private Partnership (PPP), as framed under the PPP Infrastructure Act 2010 (PPP Cell, P.E.D.)
- Capacity Building: Teacher/Headteacher and School Council Training through cluster based, district, provincial, national and international training; District Managers training.
- Planning & Policy Advocacy: Assessment of learning levels; School Development and District Education Plans; Advocacy on Special Days and Evidence Based Policy influence.

**Principles of Collaboration:**

- Where possible, ITA will always engage with the School Education Department in Public Private Partnership legal initiatives under formal arrangements.
- Always seek to mainstream innovations within the framework of Punjab Education Sector Reform Program aligning to our targets, outcomes and budgets.
- Align all materials and planning documents to the sector plan, financial systems
- Scale up the program to reach to maximum number of schools for system wide impact.
- Use facilities optimally for lifelong learning.
- Be transparent and accountable for work undertaken with results based focus.
- Share all research findings, tools, learning resources and policy notifications for easy access to knowledge driven actions and improvements.
- Ensure presence of partners in key meetings/reviews and strategic planning exercises.

The respective responsibilities of the parties are as follows:

**ITA/ITC will be responsible for:**

**Whole School Improvement Program**

- Identifying schools in clusters for partnerships in collaboration with the concerned EDO (Education).
- Physical improvement, repairs and maintenance of the school according to specific need and the best capacity/resource of the partner and where possible through the PPP Infrastructure Act 2010.
- Provision of Furniture as per need.
- Filling of human resource gaps e.g. Teacher support staff and professionally hired from the local community; any additional staff (Teaching and non-teaching) at its own cost and shall not be entitled to claim any reimbursement for that from DG.
- That the staff of the partner schools will continue to be governed by the Service Rules under the Punjab Local Government Ordinance and Rules until SC Policy 2007. However, during the term of the agreement, School Council ITA representative engaged for this purpose will supervise the day to day functioning and performance of the school as well as to provide the school-staff necessary professional development support.
- Learning materials: libraries, reading clubs, summer schools, health and school enrichment and environmental programs with active participation of children.
- Technical vocational programs in Elementary and High schools in accordance for student and community members in collaboration with TEVTA (ITA's official partner) after getting approval (NOC) from SED-Punjab.
- Areas of quality capacity building of head teachers, teachers, and school council
- Providing technical, conceptual and practical training at the Provincial/District/Tehsil level.
- Education in Emergencies in various phases of the emergencies.
Learning Assessment & other Research Studies
- Undertaking learning assessment and school improvement studies for use in policy and sector planning.
- Logistic support/transport to be provided to partners at most efficient costs or sharing of POF.
- Support for food/refrigeration costs during the surveys and trainings.
- Ensuring that all capacity building exercises during 2010-2015 critical focal/technical offices (2-3) for ASER, Pakistan/Other initiatives as finalized by provincial/district will be provided opportunities in Pakistan and abroad.
- Ensuring that all relevant technical information and learning resources are shared with School Education Department in a transparent and timely manner for knowledge sharing, generation and management.
- Ensuring transparency and accountability at all levels and at all times to its partners.

Chalo Parthe Barrho: a mass literacy and numeracy campaign inside and outside schools
- Logistic support/transport at most efficient costs or sharing of POF.
- Providing technical, conceptual and practical training at the Provincial/District/Tehsil level.

Provincial National International Advocacy Events/Conferences
- Invitations and offer of collaborative hosting.
- Logistic support/transport at most efficient costs or sharing of POF.
- Providing technical, conceptual and practical training at the Provincial/District/Tehsil level.

Establishment of Resource Centers for ITA staff/resource persons in districts
- Ensuring responsibility and development of the designated rooms/resource centers.
- Repair and Maintenance and addition of facilities (Fan, furniture, etc).
- Utility bills to be shared where appropriate with a separate note.

SED-Punjab will be responsible with respect to the above & specifically supports:

Whole School Improvement Program
- Facilitate MOU at Provincial & District Governments
- The SED-Punjab under the current MOU in principle agrees to consider initiatives of special programmes by ITA, such as Community Mobilization, Teachers Training, Health, Early Childhood Education, IT literacy, Literacy for mothers and siblings, Homework Study Centers, Summer School (Project Based Learning) Youth Citizenship program and support to child labor etc. ITA shall consult with the District Government prior to initiating such programmes to ensure that liabilities and responsibilities are clearly established and there is no financial liability for the District Government to carry out such programs other than its formally agreed annual programs and schemes as reflected in the recurrent development budget as per already set objectives.
- Facilitate to hold regular monthly review meetings at the Dept. of Education at district level with ITA’s district team and relevant officers to share progress and resolve issues.
- Monitoring and supervision of teachers will be the responsibility of the District Government, the school Councils and as well as ITA as partner NGO (s ANY)
- To regulate when possible on merit and not policy part teachers provided by ITA.
- If at any stage ITA or any of the partners realizes that other parties have not been able to meet their obligations as delineated in this agreement, will take up the matter with the concerned EDO Education and in extreme cases with the DCO. In case that all conciliatory efforts have failed to improve the situation, the contract can be terminated by serving a three-month notice to the DCO through EDO Education.
• Notwithstanding anything to the contrary contained herein it is expressly agreed between the parties to undertake improvements in the selected schools in District as per the terms and conditions laid out above.

Learning Assessment & other Research studies
• Permission to collect Schools data (i.e. enrollment, Teachers, facilities, funds, Learning levels etc)
• Sharing personnel as volunteers for the surveys/campaigns/trainings sparing field staff for 5-15 days annually for the survey/trainings linked to schools and monitoring;
• Facilitation and participation in the trainings at district level including training venue and government accommodation (where possible)
• Building capacity of district stakeholders in understanding and owning research/learning assessment core concepts and results
• Building capacity in collaboration with ITA of ten-twenty personnel from each district in key areas of: education surveys; ECE and literacy; numeracy trainings through excellent regional trainers which will build capacity of District core staff/teams.
• Facilitation and strategic presence in the dissemination of the results of learning assessment (ASER) at the provincial and district level.

Chalo Barho Barrha (CPB) campaigns volunteers teachers in regular Govt. schools
• Facilitate to use Government schools for CPB.
• Permission to collect Schools data (enrollment, Student learning, Teachers assessments etc).

Provincial/National/International Advocacy Events
• Sharing logos, personnel as volunteers for the campaigns sparing field staff
• Facilitation and participation in the events at provincial/district/Teahill level including venue and accommodation (where possible)

Partnership linkages will be extended to ITA where appropriate with School Health /Nutrition, or Technical Vocational Programs

Permission to Establish Resource Centers for ITA personnel in schools/training units
• At least one room will be provided to partner organization/ITA in any accessible high school or other govt. building in the districts as resource center/opportunities for managing all program components. ITA will bear improvement/rental costs.
• To provide regular budgets salary and non-salary and Annual Development Plan (ADPs) to the partner government schools, staff and school council as per its normal practice under existing sector reform initiatives.

Besides that, ITA and SED-Punjab shall determine through mutual consultations, the mechanism to enhance further cooperation and collaboration for the above stated activities.

Monitoring/Reporting
• To provide regular monthly/quarterly updates to the SED-Punjab/District offices for feedback and review on any issues that need to be addressed/reported.

Disbursement Management of Funds
• All funds and any other non-financial resources contributed by ITA towards the improvement of the partner government schools will be solely managed and disbursed by the ITA or its own representatives or through School Councils. ITA will not transfer any funds to SED- Punjab but from time to time to the School Council Account. ITA may in due course have a separate agreement with a partner local NGO (i.f any)/School Council for implementation with full information extended to the SED-Punjab.
Partnership with Additional Schools

As and when ITA decides to partner with more schools subject to availability of resources, an addendum to this agreement will be shared and then formally issued by SEB-Punjab prior to executing the partnership.

Membership in School Council & Other Strategic Committees for common aims and objectives

ITA will have its representative as a member of the School Council (SC) of all its partner schools receiving support under this agreement.

All the appendices make an integral part of this document.

The parties have affixed their signatures below:

[Signatures]

Secretary School Education
Government of Punjab
Dated: 30-04-11

Chairperson
Mam-e-Taleem-o-Aaghi (ITA)
Dated: 30-04-11