

Memorandum of Understanding
between
Nepali Village Initiatives Association Inc.
and
LEARN
("Lifting Education, Advancing Rural Nepal")

1 Background

This memorandum is made between the Nepali Village Initiatives Association Inc. (Australia) (hereinafter referred to as NVIA) and LEARN, an NGO established to improve the quality of education delivered in rural Nepal, primarily through the training of teachers in schools administered by the Department of Education.

2 Purposes of Agreement

- 2.1 To define the means by which NVIA will foster and support the activities of LEARN, including the provision of funding and the attraction of funds from other sources
- 2.2 To define the nature of the programs that LEARN will undertake, and how it will cooperate with other entities including the Department of Education (DoE), the National Center for Educational Development (NCED) and like-minded entities such as Rural Education and Environment Development (REED).
- 2.3 To establish the process by which funding requirements will be determined and met
- 2.4 To define reporting arrangements between LEARN and NVIA, including NVIA's rights of access to information

3 Objectives of the program

- 3.1 To enhance the capacity of teachers to deliver quality education outcomes in child-friendly learning environments
- 3.2 To foster learning through active participation of children in classroom, non-classroom and community activities
- 3.3 To expand the range of techniques that teachers can bring to their teaching, including the production and use of a wide variety of teaching aids
- 3.4 To enhance teachers' knowledge of child behavior and child psychology as an aid to their teaching methods
- 3.5 To make schools more attractive to children and their parents, thereby increasing enrollments and decreasing dropout rates.

- 3.6 To increase involvement of parents and community members in school development activities
- 3.7 To develop the capacity of school staff and stakeholders, including members of School Management Councils (SMCs) and Parent Teacher Associations (PTAs), for the betterment of education in their community.

4 Duration

This Memorandum of Understanding (MoU) will be effective from the signing hereof until termination or amendment in accordance with Clause 9.

5 Program District

Myagdi

6 Working modalities

Training programs will be developed and conducted in line with the Teachers Professional Development Program (TPD) framework

Baseline surveys will be conducted prior to commencement of training of each new group of teachers to assess their qualifications and experience and their training needs

LEARN training programs will be staffed by a combination of permanent employees and others engaged on a temporary basis. All will be appropriately qualified (typically with a Masters degree in education or a related field) and personally experienced in teaching in schools in rural Nepal.

Such staff may be supplemented and assisted by overseas volunteers who may or may not have teaching qualifications.

Programs will be run in close coordination with the District Education Office, including the participation of District education staff where possible.

Teachers nominated by their peers to be key teachers will be given additional training to enable them to mentor other teachers in the school environment and to contribute to the teacher training programs.

Recognition will be given to the needs of poor, disadvantaged and unreached community children and to finding ways to bring them into the school system.

Training programs will be supplemented by in-school review and support, with trainers providing mentoring to teachers on an individual basis and contributing to the design of future training programs to meet identified training needs

In addition to the training of teachers LEARN will deliver:

- education materials for use in schools for use in accordance with the training recommendations
- orientation / information programs for parents and members of School Management Committees (SMCs) and Parent Teachers Associations (PTAs) indicating the value of teacher training and garnering community support.

Development and delivery of programs will be monitored jointly by LEARN, DoE, NCED, District Education Office, Myagdi (DEO), Social Welfare Council (SWC) and District Development Committee (DDC).

Funding of the activities will be derived primarily from international sources including, but not restricted to:

- The Nepali Village Initiatives Association Inc. as manager of the “Quality Education Nepal” activities of Rotary Australia World Community Services Project 43/2009-10
- Rotary Clubs in Australia and around the world, supplemented from other sources including grants from The Rotary Foundation of Rotary International
- The Australian Government, as in the form of grants from its Direct Aid Program.

This international funding is likely to be supplemented, in the case of Rotary funded programs, by contributions from Rotary Clubs in Nepal.

7 Responsibilities of NVIA

- 7.1 Foster and encourage the establishment and development of LEARN, supporting its aims to enhance the quality of education delivered by government schools in rural Nepal
- 7.2 Contribute to the funding of LEARN, and the attraction of funds from other sources
- 7.3 Agree with LEARN its future funding requirements in the form of detailed six-monthly budgets
- 7.4 Commit its maximum endeavors to meeting these funding requirements by a combination of direct funding and derivation of funding from other sources
- 7.5 Encourage a management culture in LEARN which:
 - Is committed to fulfilling LEARN’s aims of improving the quality of education available to all children of Nepal’s rural communities, thus building a firm foundation for the country’s emergence from poverty

- Is both ethical and totally honest
 - Is wholly professional.
- 7.6 Provide mentoring and other assistance to reinforce this encouragement.




8 Responsibilities of LEARN

- 8.1 Enter into Memoranda of Understanding with Memoranda of Understanding with the DoE, NCED, DEO, SWC and DDC addressing their working relationships
- 8.2 Conduct the planning and delivery of LEARN programs in accordance with said Memoranda of Understanding
- 8.3 Budget and manage the activities described herein, having these budgets confirmed by the LEARN Board and by NVIA.
- 8.4 Engage and develop staff as agreed and approved by NVIA, compensate them adequately, including appropriate salaries and associated benefits (provident fund, life assurance, etc.)
- 8.5 Maintain an office as a base for activities and the development of programs
- 8.6 Establish and implement appropriate governance structure, internal control systems and risk management strategies, addressing such issues as the segregation of duties as a defense against corruption
- 8.7 Develop and document in English policies, strategies and operating practices for the enterprise
- 8.8 Secure the approval of NVIA before entering into any formal contractual agreements, including Memoranda of Understanding, employment and rental contracts
- 8.9 Comply with all legal and regulatory requirements in the operation of the enterprise
- 8.10 Engage with government entities and secure approval to operate as appropriate
- 8.11 Maintain comprehensive business records including detailed accounting records to which NVIA shall be given access to the transaction level
- 8.12 Provide NVIA with online read-only access to LEARN bank accounts
- 8.13 Prepare written monthly reports summarizing the activity of the period, including progress on actions previously agreed by the Board, for the information of the Board and NVIA
- 8.14 Hold regular Board meetings, monthly or as appropriate, minuting the actions decided upon with clearly assigned responsibilities and target completion dates
- 8.15 Deliver to NVIA minutes in English of all Board meetings within one month of the meeting
- 8.16 Cooperate with like-minded organisations such as Rural Education and Environment Development (REED), sharing knowledge, expertise and resources as appropriate

9 Interpretation, Amendment and Termination

- 9.1 This MOU may be supplemented and or amended as necessary by mutual agreement between the parties in writing
- 9.2 The parties will resolve any disputes, controversy or claim arising from this MoU through good faith discussions.
- 9.3 This MOU may be terminated by either party upon giving 3 months' notice in writing to the other party.

The Memorandum of Understanding has been produced as two original copies in English.

 Name: Peter James Thomas Hall Designation: President Nepali Village Initiatives Assoc. Inc. 29 Blue Mount Road Trentham Vic. Australia Witness:  Name: Ronda Faye Hall Designation: Secretary Nepali Village Initiatives Assoc. Inc. 29 Blue Mount Road Trentham Vic. Australia  Date: 30 December 2015	 Name: Dr. Umed Kumar Pun Designation: Chairperson LEARN Maharajgunj Kathmandu, Nepal Witness: Name: Krishna Bahadur Tilija Pun Designation: Chairperson LEARN Maharajgunj Kathmandu, Nepal Date:
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