



# MEMORANDUM OF UNDERSTANDING

between

**The Rotary Club of Kathmandu Metro, District 3292**  
(Host Partner),

**The Rotary Club of Woodstock-Oxford, District 7080**  
(International Partner),

## LEARN

an NGO affiliated with Social Welfare Council Nepal, No: 39089  
(Cooperating Organisation)  
and

## Quality Education Nepal Incorporated

an association registered in Victoria, Australia  
to manage Rotary Australia World Community Service project 43/2009-10  
(project instigator)

### 1. SUBJECT

Global Grant GG1876442, 3 Year Teacher Training, Rakhu Resource Centre, Myagdi District, Nepal

### 2. PURPOSE

A cooperating organization is any reputable non-Rotary organization or academic institution that provides expertise, infrastructure, advocacy, training, education or other support for the grant. Cooperating organizations must comply with all reporting and auditing activities required by the Rotary Foundation and provide receipts and proof of purchase as required. This document serves to establish a framework of cooperation and agreement between the aforementioned parties as it pertains to the implementation of a project financed by a Rotary Foundation Global Grant.

### 3. PRIMARY CONTACTS

	Rotary Club of Kathmandu Metro	Rotary Club of Woodstock-Oxford	LEARN	Quality Education Nepal Inc.
Name	Rajesh Upadhyay	John Narcisian	Krishna Pun	Peter Hall
Role	President	President	Executive Officer	President
Address	Shikhar Biz Center, Thapathali, Kathmandu, Nepal	Oxford Gardens, 423 Devonshire Ave. Woodstock ON N4S OB2	KMC-26, Samakhushi Kathmandu, Nepal	29 Blue Mount Rd. Trentham 3458 Victoria, Australia
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Email	cm@cmpl.com.np	narcisian@yahoo.ca	krishna_puntz@hotmail.com	pjthhall@nepalaid.org.au

#### **4. UNDERSTANDINGS**

- A. All parties affirm that Global Grant GG1876442 is initiated, controlled, and managed by the Rotary clubs and/or districts involved in the project.
- B. The Rotary Club of Kathmandu Metro and the Rotary Club of Woodstock-Oxford affirm that LEARN is reputable and responsible and acts within all governing laws of the project country.
- C. All parties acknowledge that Global Grant GG1876442, if approved, will be awarded to the Rotary Club of Kathmandu Metro and the Rotary Club of Woodstock-Oxford and not to LEARN.
- D. All project funds will be in the custody of the partner Rotarians and will not be managed by LEARN.
- E. LEARN must abide by The Rotary Foundation grant terms and conditions.
- F. LEARN and its involvement in this project may be subject to financial and operational review/audit by The Rotary Foundation.

#### **5. THE ROTARY CLUB OF KATHMANDU METRO SHALL:**

- A. satisfy The Rotary Foundation requirements for the management of the project including the establishment of a management committee and a separate bank account for the purpose
- B. assist in the delivery of teacher training and of associated educational materials by LEARN to the extent that may be agreed with LEARN
- C. observe the teacher training in progress, as and when feasible
- D. establish contact with training recipients (teachers, their schools and community members) sufficient to assess their reaction to the training and to determine any actions that might be considered necessary to reinforce sustainability
- E. accept for payment invoices from LEARN issued as indicated below, paying the initial invoice for each activity within seven days of receipt and the final invoice having confirmed satisfactory completion of the task.
- F. provide the Rotary Club of Woodstock-Oxford and Quality Education Nepal Inc. with full access to all project records including internet access to the project bank account in Nepal
- G. provide all information needed by the Rotary Club of Woodstock-Oxford to fulfil its reporting obligations to sponsor clubs and other funds contributors including The Rotary Foundation

#### **6. THE ROTARY CLUB OF WOODSTOCK-OXFORD SHALL:**

- A. satisfy The Rotary Foundation requirements for the management of the project including the establishment of a management committee and a separate bank account for the purpose
- B. encourage members of all sponsor Clubs to visit Nepal to observe training in progress. While they will not be invited to participate in the training directly, they will have the opportunity to volunteer for complementary activities, such as running recreational activities for children, giving those children valuable opportunities to interact with native English speakers
- C. promote the value of training for teachers of rural schools in Nepal, encouraging others to contribute to such projects as the opportunities arise

- D. provide Quality Education Nepal Inc. with full access to all project records
- E. provide reports to all sponsors and funds contributors including The Rotary Foundation as appropriate, including progress reports at least annually.

**7. LEARN SHALL:**

- A. agree to deliver the services described as Activities in the grant application at the costs defined in the Budget section of that application
- B. agree the timing for the delivery of services with all parties involved including the schools, the Education Department Resource Centre, the Rural Municipal Council, the District Education Office and the Host Sponsor Club (to be progressively spaced over three years, taking into account the desirability of teachers attending training during school vacations to avoid interruption of school activities)
- C. submit to the Rotary Club of Kathmandu Metro invoices for 80% of the cost of each activity, for payment prior to the commencement of that activity
- D. deliver its services in accordance with the above agreements
- E. submit to the Rotary Club of Kathmandu Metro a report of each service/activity delivered
- F. submit to the Rotary Club of Kathmandu Metro invoices for the remaining 20% of the cost of each activity upon completion thereof.

**8. QUALITY EDUCATION NEPAL INC. SHALL:**

- A. monitor the progress of the project
- B. provide oversight to LEARN in the fulfilment of its obligations with respect to the project
- C. provide such assistance as may be required by the Rotary Clubs in the fulfilment of their project responsibilities

**9. MODIFICATION**

Modifications within the scope of this document shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, and approved by The Rotary Foundation prior to any changes being performed.

**10. CONFLICT OF INTEREST**

Any real or perceived conflicts of interest must be disclosed to The Rotary Foundation, including any Rotarians serving as paid staff or board of directors for the cooperating organization.

**11. SIGNATURES**

By signing below, the aforementioned parties agree to the terms of this memorandum of understanding.



Rajesh Upadhyay, President, The Rotary Club of Kathmandu Metro Date 2019.04.23



John Narcisian, President, The Rotary Club of Woodstock-Oxford Date 16 April 2019



Krishna Pun, Executive Director, LEARN Date 2019.04.24



Peter Hall, President, Quality Education Nepal Inc. Date 22 April 2019