



Sindh Education Foundation

Government of Sindh

Partnership Contract (Middle/ High Schools)

under

SEF Middle and High Schools Program (SMHSP)

Contract

April 1, 2019 – June 30, 2020

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CONTRACT

This Contract is hereby renewed at Karachi on this 28 day of May Two Thousand Nineteen and extended until June 30, 2020 in accordance with the Clause 22.1 of the previous contract. This term is commencing upon the expiration of the previous term ending on March 31, 2019, whereas the Partner had signed his/her/its first Contract on April 01, 2017.

The renewal of the Contract is therefore made BY & BETWEEN

Sindh Education Foundation, a statutory body established under the Sindh Education Foundation Act 1992 having its Office Bungalow No 21-A constructed at Plot No 21-A, Ameer Khusro Road, Overseas Cooperative Housing Society, Karachi and represented herein by its authorized officer, hereinafter referred to as the "Foundation" which expression, whenever the context so permits, shall mean and include its successors, administrators, executors, anybody acting for and on behalf of Foundation and assigns-in- interest of the one part.

AND

Mr./Ms./Mrs. _____ holding CNIC number _____
_____ hereinafter referred to as a "Partner"

OR

M/s. _____ having Organization Registration number _____ having its registered office at _____ and represented herein by its _____ hereinafter referred to as a "Partner" which expression shall wherever the context so admits or permits deem to mean and will include its representatives, administrators, successors, anybody acting for and on behalf of Partner and assigns of the other part.

FOR

Operating schools under SEF Middle & High School Program (SMHSP) listed under **Schedule-III and /or Schedule-IV and/or Schedule- V**. (Schedule-III in case of Private building(s), Schedule-IV in case of building where the ownership is vested or is to be vested in SEF and Schedule- V in case of building(s) owned by School Education & Literacy Department (SE&LD) or any other department of the Government).

WHEREAS

- A. The Schools under this Contract shall be managed/ operated by the Partner Individuals/ Organizations as per SEF's Public-Private Partnership modality.
- B. This is a non- commercial initiative with an aim to provide free of cost, quality education in the Schools assisted by the Foundation through involvement of the Individuals/ Organizations as management/ operations partners, under the Foundation's regulatory and financial support mechanism, with a view to ensuring sustainability to these schools.
- C. This agreement is executed to provide financial and technical assistance under SMHSP only to the second party on the approval of the Board of Governors (BoGs) of the first party. The overall Regulatory Mechanism of the Program stands approved by the SEF BOGs being headed by the hon'ble Chief Minister of the Province. The Board has full authority to change/amend partially or completely this initiative or policies related to it after due diligence/ examination.
- D. Each Partner shall be required to maintain and upgrade the School(s)' building(s) and facilities through the provision of requisite School infrastructure and other amenities, including but not limited to, suitably sized classrooms (*ensuring sufficient space per child i.e. 8-10 sq.ft*), adequate separate sanitary facilities for boys & girls and the staff, electricity, furniture & fixtures, Computer/Science labs, Teachers' Resource Room, Head Teacher's Room, play area, library, clean drinking water, etc.
- E. It is expedient to ensure the compliance of the agreement, to establish the terms of the Contract to avoid any future ambiguity and to maintain smooth functioning; therefore, in consideration of the premises and mutual covenants herein contained, the adequacy of which is hereby acknowledged and confirmed, the terms and conditions of this agreement are set-out below:

1. DEFINITIONS

- 1.1 In this agreement unless the context otherwise requires, the following terms shall have the following meanings:

'**Academic Year**' shall mean the year commencing from 1st April and ending at 31st March.

'**Book(s)**' shall mean the textbook(s) provided by the Foundation for any level or cleared by the Foundation in case of textbooks provided by the Partner.

'**Child Abuse**' shall mean any of the events provided under clause 13.2.

'**Competent Authority**' shall mean the Managing Director of the Foundation unless otherwise stated.

'**Dispute Resolution**' shall mean the mechanism provided in clause 14.1 of this Contract.

'**EMIS**', means Education Management Information System of the Foundation.

'**Establishment Cost**' refers to the non-recurring cost including startup costs incurred in establishing a School

'**Head Teacher**' shall mean the person engaged in overall administrative and academic management of the SEF partner school.

'**Event of Default**' shall mean the events defined under Clause 12.1 of the Contract.

'**Foundation**' means Sindh Education Foundation established under the Sindh Education Foundation Act 1992.

‘Government’ means Government of Sindh.

‘Partner’ means any organization, body corporate and/or an individual with whom the Foundation has entered into a Contract for establishing and running a Partner School.

‘Partner School(s)’ is/are the Foundation Assisted School(s) under this Contract; by whatever name they may be called/recognized.

‘Recognized purpose’ shall mean the purpose authorized/ recognized by the Foundation.

‘Rehabilitation Cost’ means the cost incurred in improving/reconstructing/expanding the School’s infrastructure to acceptable or normal operational condition for creating a conducive learning environment.

‘SMHSP’ means SEF Middle & High Schools Program.

‘Teacher’ shall mean the person engaged in teaching and recruited as per the requirements/qualifications prescribed by the Foundation.

2. CONDITIONS PRECEDENT RELATING TO THE FIRST YEAR OF THE CONTRACT

- 2.1 The Partner shall observe or cause to be observed following conditions precedent in the first year of the Contract, it may be clarified that the Partner shall not claim any right without observing or cause to be observed the conditions precedent.
- 2.1.1 The quarterly per child subsidy funds will be initially disbursed through any securitized bank instruments (Demand Draft / Pay order / Cheque etc.) and subsequently through online transfer. The Partner shall open a dedicated account in the Sindh Bank Ltd. However, till the opening of new bank account in the preferred bank, the Partners may deposit funds in their existing bank accounts.
- 2.1.2 Within thirty days of signing of this Contract, the Partner shall submit a clear road map for the establishment/rehabilitation of the school based on the proposed location/site/building, projected enrollment and school development plan as per the requirements of the Foundation. The initial disbursement shall be made within fifteen (15) days of the receipt of the road map subject to the approval of the same by the Competent Authority. If the Partner fails to submit clear road map in thirty days, the agreement shall be deemed to have been repudiated.
- 2.1.3 During the school establishment/rehabilitation phase, makeshift/temporary arrangement shall be in place with a view to move ahead with the academic session so that children’s academic year is not impacted. Provided, such makeshift/temporary arrangement will be subject to the approval of the Competent Authority.
- 2.1.4 The Partner must establish and operationalize the School(s) within stipulated time as approved by the Competent Authority (*read with 2.1.2 above*)
- 2.1.5 The Partner shall ensure the appointment of Head Teacher(s)/ teachers in accordance with the terms and conditions of the Contract.
- 2.1.6 The Partner will provide an undertaking that
- a. he or she is not a serving Government Teacher or a serving employee of the Government (*in case of Individual Partner*).
 - b. the Organization’s Head, General Secretary, Treasurer and/or equivalent office bearers are not serving Government Teachers or serving employees of the Government (*in case of Organizations*).
- 2.1.7 The Partner must
- a. declare personal relationships to any of the employees working with

the Foundation in order to avoid real or perceived conflicts of interest.

- b. declare Personal relationships of the School Partner with the School employees; specifically; head teacher/ teachers in case of individual Partner and with the Organization's Head, General Secretary, Treasurer and/or equivalent office bearers in case the Partner is an Organization
- c. disclose in writing to the Foundation any other facts which might give rise to a conflict of interest (if any) whether real or perceived.

In such cases, i.e. for (a), (b) & (c) above, the decision of the Competent Authority shall be considered final and binding.

- 2.1.8 In case the Partner fails to adhere to the conditions precedent, the Contract shall be deemed to have been breached.

3. **DURATION OF CONTRACT**

- 3.1 Subject to clause 2.1.8, this Contract will become effective upon signing by both the Parties and shall remain effective till June 2020 (i.e. April 1, 2019 to June 30, 2020 to be extendable further on satisfactory performance, in furtherance to Section 22 of this Contract, unless terminated on a date prior to the date of expiry of the Contract.

4. **OWNERSHIP**

- 4.1 Where the ownership of the School building(s) being operated by the Partner listed in **Schedule III** under this Contract is vested in
- i. the Partner or
 - ii. any other stakeholder with whom the Partner has entered into a rent agreement or any other arrangement / understanding,

then the ownership status shall remain such.

- 4.2 Where the ownership of the School building (s) being operated by the Partner listed in **Schedule IV** under this Contract is vested or to be vested in
- i. SEF, Govt. of Sindh's name
 - ii. a stakeholder with whom the Foundation has entered into an institutional arrangement/ understanding

then the ownership status shall remain unchanged.

- 4.3 The ownership of the Government buildings (other than the ones under SEF ownership) being used by the Partner listed in **Schedule V** for running the School(s) under this Contract shall remain vested in the Government.

5. **FINANCIAL ASSISTANCE TO THE PARTNER SCHOOL**

- 5.1 Foundation will be responsible to provide financial assistance to the partner school through per-child/per month subsidy model during the term of this Contract.
- 5.2 The rate and procedure for subsidy calculation shall be in accordance with the manner specified in **Schedule-I** of this Contract. The amount and procedure is determined by the Foundation's Board of Governors (BoGs) and can be changed on any account at the sole discretion of the BoGs only.
- 5.3 The Partner shall not charge the enrolled students, any fee and/or any other incidental costs incurred therein in whatsoever form for the provision of educational services. Ultimate action leading to the termination of Contract shall be taken in case of non-

compliance.

- 5.4 The Foundation will support the school by providing the “Establishment Cost”, in case the ownership of the School is vested or to be vested in the Foundation or Government.
- 5.5 For the purpose of 5.4 above, the amount of such establishment cost shall be equivalent to 06 months’ subsidy which will not be subsequently adjusted for the School’s ownership being vested/ to be vested in the Foundation or Government. Such School building shall be taken over by the Foundation in the event of School closure if the case be.
- 5.6 The Foundation will support the schools on the basis of peculiar need and evaluation, by providing the “Rehabilitation Cost” for school rehabilitation, on the basis of request raised by the School Partner, **provided that**:
- a. The ownership of the School building is vested or is to be vested in the SEF
 - b. The School building is owned by the SE&LD or any other Government Department
 - c. The School building is owned by any stakeholder with whom the Foundation has entered into an institutional arrangement
- 5.7 For the purpose of 5.6 above, such Rehabilitation cost shall be equivalent to 06 months’ subsidy and will not be subsequently adjusted for the School’s ownership being vested in the stakeholder other than the Partner. Such School building shall be taken over by the Foundation in the event of School closure if the case be. Rehabilitation cost however, shall not be provided to the partner given “Establishment Cost” earlier for the subject school(s) under any Program.
- 5.8 The students’ fee/ subsidy cost provided on per child /per month basis is meant for meeting the **operational** expenses such as teachers’ salaries, utilities expenses, rent, repair & maintenance, monitoring & supervision etc. of the School.
For meeting the infrastructural costs, if the Organization is provided with Establishment Cost/ Rehabilitation Cost by the Foundation (please see Clauses 5.4, 5.5, 5.6 & 5.7 above) then the same will be employed in improving the infrastructure. In cases where the Foundation will not provide the Establishment/ Rehabilitation Cost, the expenses on infrastructure improvements will be met by the Partner out of his/ her/ its own resources. In that case, subsidy will not at all be used for infrastructure improvement.
- 5.9 The cases where the Partner has received Establishment/ Rehabilitation Cost for the School(s) prior to April 1, 2019, and where;
- a. the ownership of the School(s) is not vested or to be vested in the Foundation.
 - b. The School building(s) is/are not owned by the SE&LD or any other Government Department
 - c. The School building is not owned by any stakeholder with whom the Foundation has entered into an institutional arrangement
- then such Establishment/ Rehabilitation Cost will be recovered from the Partner in equal installments over a period of five (05) years whereby such recovery period shall be deemed to have started from the date since such provision was made. Such recovery shall be made in equal installments over the remaining period of the Contract.
- 5.10 By signing this Contract, the Partner warrants the Foundation that the Partner has thoroughly understood the scope of services to be performed. In case the Partner fails to perform his/ her/ its responsibilities as envisaged under this Contract then in addition to any other rights or remedies, the Foundation reserves the right to recover damages for any default or any other remedy consistent with the purposes of this

Contract leading to the termination of the Contract. The procedure of termination shall be completed as per the provisions contained under Section 21 of this agreement.

- 5.11 The Partner shall notify and bring into the knowledge of the Foundation in case the Partner receives any funding (donation/grant) from any source in any form and for any use in the context of running the SEF school(s).
- 5.12 The public money is a sacred trust with the Foundation and it is the statutory responsibility of the Foundation to ensure that funds are being utilized for the purposes for which they are provided with. Thus for ensuring the same, the Partner is required to maintain proper records of the disbursements and furnish them with the Foundation as per the formats shared by the Foundation and in the manner specified.
The completely filled in and duly signed & stamped ***Receipt & Expenditure Statement*** along with the copies of all the vouchers, invoices and other supporting documents/verifiable evidences must be submitted with the Foundation within **the given time period**.
- 5.13 The Foundation or its designated representatives shall, upon reasonable notice to the Partner, have the right, at its own expense, to inspect and audit the books and records of the Partner to the extent necessary to verify the accuracy of any statement, charge, computation, or demand made under or pursuant to this Contract.
- 5.14 For the purpose of 5.13 above, if there are material evidences of negligent failure disclosed by the audit proceedings then in addition to the immediate termination of the Contract, the Foundation shall not only debar and blacklist the Partner from participating in any Program of the Foundation in future but the Partner's all existing contracts with the Foundation (if any) shall also be terminated.

6. STUDENTS' PROFILES

- 6.1 The students' profiles shall be maintained by the Partner and communicated to the Foundation as and when required.
 - 6.1.1 The Partner shall maintain a complete profile of every student containing sufficient details about the identity of the student, date of enrolment, date of birth, name of parent/guardian, student's (recent) photograph. Students' profile must be in accordance with the Foundation's EMIS requirements and be submitted to the Foundation on bi-annual/ annual basis.
 - 6.1.2 The Foundation shall maintain database of enrolled students on the basis of students' profile template provided by the Foundation and filled out by the Partner in its EMIS system
 - 6.1.3 If a student remains absent for three consecutive months, he/ she shall be considered as a drop out. The Partner shall submit with the Foundation, a timely report of the student(s) who dropped out during the school year / academic session for updating the database. A drop-out once reported as drop- out cannot be re- enrolled during the same academic year or academic session in the same school.
 - 6.1.4 The Partner will ensure a minimum progression of 80% students in next grades annually for the same registered students as communicated to the Foundation for its EMIS.
 - 6.1.5 The Partner shall maintain the attendance and GR register and present these to Foundation's representatives at the time of school visit.

7. STUDENTS' ASSESSMENTS

- 7.1 The Foundation shall undertake annual assessment of all the students in the Partner School(s) to assess the eligibility for continued financial assistance under this Contract. The date and time of such assessment will be communicated to the Partner at least two months in advance. The Partner shall ensure that all students enrolled in the School are available and participate in the Assessments as per given assessment schedule.
- 7.1.1 Provided if any one of the following state of affairs is observed the school shall be considered to be performing poorly:
- i. If overall students in the assessed school score on average 40% marks or lower across the assessments for that school.
 - ii. If at least 60% of the students in the assessed school do not score 40% marks or higher across the assessments for that school.
 - iii. If 10 % or more of the students in the assessed school score 20% marks or less across the assessments for that school.
- 7.1.2 That in the advent of first poor performance in an Assessment, the Foundation shall make 10% deduction in the subsequent two quarters' subsidy. On second consecutive time of poor performance the Foundation will penalize the Partner by deducting 20% of the subsidy of the subsequent two quarters. On third consecutive time of poor performance the Foundation will make 30% deduction in the subsequent two quarters' subsidy and on fourth consecutive time of poor performance the Foundation will penalize the Partner by deducting 50% of the subsequent two quarters' subsidy.
- The Foundation shall terminate the Contract if the school performs poorly in the fifth consecutive assessment after evaluating different aspects of school progress and student achievements.
- 7.1.3 In the first year of the Partnership the Students' Assessment shall be diagnostic in nature and will be conducted in order to carry out a baseline analysis. In case the School performs poorly in the diagnostic assessment, it shall not be counted as first poor performance for the purpose of Clause 7.1.2 above.

8. GENERAL COVENANTS

- 8.1 The Foundation shall withhold the subsidies on account of non-compliance subject to the following till the time remedial actions are taken;
- i. submission of improper students' profiles and/or any delay in the submission,
 - ii. non-existent infrastructure improvement as per the Foundation criteria,
 - iii. payment of salaries to teachers through cash instead of Bank Accounts and/or
 - iv. Non-signing of employment Contracts with the Head Teacher(s)/ Teachers
 - v. any other serious violations in the interest of quality education in the partner school within the stipulated period.
- 8.2 That the Partner shall keep updated records of student's academic progress, enrolment, school budget and expenses, assessment and administrative operations of the school that the Foundation shall seek on quarterly basis.
- 8.3 The Partner shall be required to submit a mandatory quarterly School Progress Report to the Foundation on various components of the School as per the Progress Format of the Foundation.
- 8.4 The Foundation may conduct surprise visits to gauge school performance and progress in accordance with agreed parameters stipulated in the Contract.

- 8.5 The Partner shall provide regular feedback regarding students' progress to the respective parents/guardian, in the form of regular parent-teacher meetings.
- 8.6 The Partner shall maintain proper Student Report Books (in booklet/digital form) to formally/regularly document student progress and to share with the parents.
- 8.7 In case where any damage is caused to the life or property inside the school premises, the sole and the ultimate responsibility of such loss will be borne by the Partner notwithstanding the Force Majeure conditions at Clause 15.
- 8.5 The Foundation reserves the right, at its sole discretion, to modify the terms of this Contract at any time, with a notification to the Partner at least 30 days in advance of the effective date of such modification.
- 8.9 The relocation of the school shall be at the discretion of the Foundation. Relocation shall be subject to the final approval of the Competent Authority; any unauthorized relocation shall entail penal consequences as determined by the Competent Authority on case to case basis.
- 8.10 For the cases where the Foundation terminates the Partnership contract in view of contractual violations, the Foundation may
- a. employ a Stop Gap arrangement to temporarily manage such Schools; **and** (*in turn*)/ **or**
 - b. hand over such School(s) to any of the Foundation's existing Partner(s) where the Replacement of Partner shall be governed by the Replacement Policy issued by the Foundation. Such policy shall mutatis mutandis apply to the Contract and shall form integral part of the Contract.
- OR
- Seek Request for Proposal (RFPs) from interested Individuals and/or Organization for managing such Schools
- 8.11 Dual-enrolment (children already registered in public schools) of students is prohibited unless it is a closed or dysfunctional public school.
- 8.12 This Contract must be read and understood in conjunction with the Guidelines issued from time to time by the Foundation, outlining the standards expected to be met by all the schools under the umbrella of the Sindh Education Foundation. These all documents together give a practical guidance to the Partners for strengthening students' learning in the subject schools.

9. ENSURING QUALITY RESOURCES

- 9.1 That the Partner shall recruit Head Teacher(s)/ teachers through a proper hiring process involving a transparent test-based recruitment for teachers, which can ascertain the teachers' competencies for required levels/ subjects. As and when required the Foundation can assess the teachers' competencies through its internal assessment system.
- 9.2 The Partner must appoint a Head Teacher in the school with dedicated responsibilities for handling administrative and academic management of school activities through a transparent recruitment policy.
- 9.3 The Partner shall sign employment contracts with selected Head Teacher(s)/ Teachers as per the formats shared by the Foundation. The provision of service under these Contracts must be in alignment with the formal guidelines/ manuals issued by the Foundation from time to time.
- 9.4 The Partner must declare if there exists any personal relationship(s) of the Head Teacher(s)/ teacher(s) to any of the employees working with the Foundation in order to avoid real or perceived conflicts of interest.
- 9.5 The Partner shall make salary payments to all school staff through Bank Accounts.

- 9.6 The Partner shall offer salaries to Head Teachers and Teachers in compliance with the minimum wage policy issued by the Government.
- 9.7 The Partner must ensure student centered teaching and learning techniques for facilitating modern and interactive learning environment in the School(s).
- 9.8 The Partner must ensure that the teachers attend training courses which would be organized by the Foundation during the period of Contract.
- 9.9 For Middle Schools the Partner shall ensure the provision of a minimum of four subject specific teachers (holding graduate/ Master's degree) for the subjects of English, Math, Science and I.T having proven competence of subject teaching.
- 9.10 For High Schools the Partner shall ensure provision of six subject specific teachers (Graduate/Masters) for the subjects of English, Math, Physics, Chemistry, Biology and I.T having proven competence of subject teaching. Preferably all Secondary school teachers must be computer literate.
- 9.11 The medium of instruction for the subjects of Mathematics and Science, in particular, should be English.
- 9.12 The Partner will not hire any Government employee as a Head Teacher/teacher in Partner school(s). The Foundation may verify the status of teachers as and when required.
- 9.13 The Foundation will conduct teachers' assessment; date and time and place of teachers' assessment will be communicated to the Partner. In case of teachers failing in the assessment, the Partner will be required to change the teacher(s).
- 9.14 The Partner should announce the admission policy at least a month in advance from starting academic session/school year.
- 9.15 The Partner shall register the school with the relevant authorities and must submit the documents with the Foundation.
- 9.16 The Partner shall reserve each classroom for only one grade as multi-grading is not allowed under the Contract.
- 9.17 The Partner shall institute child focused co-curricular activities in the school with major focus on sports.
- 9.18 The Partner may provide transportation facility to students and teachers where needed. The Partner shall not charge the students any costs for the provision of such facility.

10. SCHOOL INFRASTRUCTURE AND LEARNING ENVIRONMENT

- 10.1 The Partner will ensure availability of adequate infrastructure in Partner School(s) for facilitating appropriate teaching and learning environment.
 - 10.1.1 The Partner shall ensure the availability of minimum 8-10 square feet per child proper space in each classroom within well demarked school's space. The minimum Classroom size is expected to be 16 x 20 sq.ft having enough space for movement in the classroom.
Adequate furniture, proper ventilation and black/white boards are also mandatory. The building must be in a good condition and be safe for use.
 - 10.1.2 The Partner shall have at least one (1) functional toilet for male students and one (1) functional toilet for female students for every 50 students enrolled in the Partner school(s). Likewise, school must have one functional toilet for the staff.
 - 10.1.3 The Partner shall provide / arrange clean and safe drinking water facility for school children and staff.
 - 10.1.4 The Partner is required to keep student teacher and student classroom ratio to 30:1 or below. In case where sizes are less than 16x20; the students'

classroom ratio must be reduced accordingly depending on the class size. There must not be any crowding in the class.

- 10.1.5 The Partner should not conduct after school hours/second shift classes within the premises of Partner School(s) unless the service is being extended to the students free of cost and with prior written approval from the Foundation. The provision of such service must essentially be in conformity with the stipulated parameters as communicated vide guidelines/ notification(s) issued by the Foundation from time to time.
- 10.1.6 The Partner shall not conduct tuition academies or carry out any other profit-making venture within the premises of the institution declared as “School” under this partnership Contract. Further the school premises must also not be used for residential/commercial or any use other than the schooling purpose.
- 10.1.7 ICT based teaching/learning shall be promoted in the classrooms. The Partner must ensure the provision of information technology i.e. Audio Visual Room/Computer Labs, etc. for enhancing quality of education in the Partner School(s).
- 10.1.8 Science laboratories are mandatory for Elementary grades and beyond.
- 10.1.9 The Partner shall not change Partner School(s) location without written permission from the Foundation.
The School may only be allowed to change the location if the change of location takes place within the vicinity and away from the close proximity of the Government School if any in the area. Provided the applicant will ensure that preferably all students or at least 80% of the existing enrolment of the School is retained at the new site.
- 10.1.10 The vicinity and close proximity referred to in clause 10.1.9 will be allowed for after it is adequately examined in the context of safeguarding the students’ interest.
- 10.1.11 The Partner shall not change the name of the Partner School as given in this Partnership Contract without seeking prior written approval from the Foundation.
- 10.1.12 In case the Partner School(s) under this Contract is being run in rented building/premises, the Partner shall execute written agreement of tenancy with the landlord/lady and it must be in conformity with the applicable prevailing law for tenancy. In case the building is changed, the partner will make appropriate arrangement to retain the students in School building(s) rented subsequently.

11. ADDITIONAL SUPPORT PROVIDED BY THE FOUNDATION

- 11.1 In addition to subsidy disbursement, additional support will be provided by the Foundation as under:
 - 11.1.1 One-time school establishment/ rehabilitation cost equal to 06 months’ subsidy will/may be provided to the Partner for school establishment /improvement of infrastructure (construction of classrooms; washrooms; repair and renovation; establishment of IT Labs; Library; Science Labs; playground, etc.)/providing fixtures and furniture. The rehabilitation cost shall be provided against the request raised by the Partner and for the requirements to be assessed by the Foundation. Rehabilitation cost shall not be provided to the partner given “Establishment Cost” earlier for the school(s) under any Program (*this clause is to be read with 5.4, 5.5, 5.6 & 5.7 above*).

- 11.1.2 The Foundation may offer a matching/tied grant of up to PKR 300,000 for supporting costs of Science lab(s) or as approved by the BoGs from time to time for Elementary and Secondary schools provided the basic criteria to avail the grant is met.
- 11.1.3 The Foundation may offer a matching/tied grant of up to PKR 600,000 for supporting costs of computer lab(s) equipment including computers; printers and other allied equipment or as approved by the BoGs from time to time for Elementary and Secondary schools provided the basic criteria to avail the grant is met.
- 11.1.4 The Foundation will provide the students' textbooks and learning materials.

12. EVENTS OF DEFAULT

- 12.1 The Partner shall be deemed to have committed an event of default on happening of anyone or all of the events listed below. In case of default; the Foundation shall move for termination of Contract by issuing 15 -days' notice to the partner except for 12.1.7 below where the Foundation may move for immediate Contract termination without serving any prior notice to the Partner. The procedure of termination shall be completed as per the provisions contained under Section 21 of this agreement.
 - 12.1.1 If the Partner performs any function seriously detrimental to the overall objective of the Program and so determined on the basis of evidences acceptable in a court of law.
 - 12.1.2 If the Partner adopts some purpose not recognized by the Foundation.
 - 12.1.3 Any representation or statement made or deemed to be made by the Partner that proves to be incorrect or misleading in any material respect when made or deemed to be made.
 - 12.1.4 If the Partner fails to make due disclosure of the funding (donation/grant) received from any source in any form and for any use in the context of running the Foundation assisted school(s).
 - 12.1.5 If the Partner fails to expressly mention the support SEF is extending under this Partnership in all documents that are disseminated or published by the Partner in connection with the service undertaken under this Partnership, as well as in the due course of promotional activities if organized by the Partner in the same context.
 - 12.1.6 If the Partner fails to appoint Head Teachers/ teachers as per the requirements of the Foundation contained at Clause No. 9.1, 9.2, 9.3 & 9.5 in particular.
 - 12.1.7 If the Partner and / or any person working on behalf of the Partner has been found involved in child abuse.
 - 12.1.8 If the Partner fails to maintain the financial records and remains unable to submit completely filled in and duly signed & stamped **Receipt & Expenditure Statement** along with the copies of all the vouchers, invoices and other supporting documents/verifiable evidences with the Foundation on quarterly basis. Subject to the evaluation of the peculiar conditions, the Competent Authority may allow the Partner to submit the statement on bi-annual basis; however in such cases, if the Statement is not submitted within a maximum time period of six (06) months despite Foundation's reminder(s)/ instruction(s) then it shall be construed as an event of default.
 - 12.1.9 If the Partner fails to retain standard of education, teaching and learning as duly agreed between the Partner and the Foundation.
 - 12.1.10 If the Partner fails to install SEF sign board and logos as per requirement.

The signboard and logos have to be of the size and design as communicated by the Foundation to the Partner and the signboard is to be put up on the front side of the school's premises.

- 12.1.11 If the Partner fails to exercise due care and skill in the overall supervision of the school; and/or deviates from the approved school establishment/ rehabilitation/ development plan; and/or does not devote his/her time, attention and effort to the benefit of the school.

13. CHILD ABUSE

- 13.1 In case, a claim arises by a student or his parents, by a fellow student or is brought to Foundation's notice by any source, it will be discussed through a Joint Committee. The Committee shall comprise of one member from SEF, one member from the School/ Partner Organization; student's Parents and two other Parents selected by SEF. The claim will be thoroughly investigated by all mentioned representatives. In the event of corporal punishment or any other kind of child abuse wherein there is an evidence to show administrative weakness and negligence on the part of any representative of the Partner resulting into serious physical/psychological injury to the student; then; the Foundation may move for immediate Contract termination without serving any prior notice to the Partner. The procedure of termination shall be completed as per the provisions contained under Section 21 of this agreement except the condition of serving the notice period of 15 days.
- 13.2 Child abuse shall mean and includes following events.
- 13.2.1 Corporal punishment of any sort whatsoever.
- 13.2.2 Use of children for personal work.
- 13.2.3 Sexual, emotional or physical abuse of the child.
- 13.2.4 Distress caused to the student on account of teacher and/ or administration behavior leading to any major harm to the student,
- 13.2.5 Any form of discrimination based on race, ethnicity, religion or gender.

14. DISPUTE RESOLUTION

- 14.1 In case of any dispute arising out of the agreement the parties shall refer their dispute to the Managing Director of the Foundation for amicable settlement. Upon receipt of the complaint the Managing Director of the Foundation shall finalize the same within a period of 30 days after affording an opportunity of hearing to the concerned.
- 14.1.1 In case the parties fail to settle their dispute amicably the matter shall be referred to Sole Arbitrator duly appointed with the consent of the parties.
- 14.1.2 The Arbitrator shall act in accordance with the provisions of Arbitration Act, 1940 and shall pass its award.
- 14.1.3 The Courts at Karachi shall have the exclusive jurisdiction to adjudicate upon the dispute, arising between Foundation and Partner during the course or after expiry of the agreement.

15. FORCE MAJEURE

- 15.1 A Force Majeure event shall mean any event or circumstance or combination of events or circumstances that is beyond the reasonable control of the parties including but not limited to political events, lightning, fire, natural calamities or any other event beyond the control of the parties.
- 15.2 In case of Force Majeure event, the parties, in the interest of children, shall make reasonable diligence for the revival of Partner school(s), however, the Foundation

shall not be under any obligation to revive the school.

16. CONFIDENTIALITY

16.1 Each of the parties shall ensure that their employees, officers, consultants and advisors shall keep all documents and their information confidential, whether technical or commercial, supplied to it by or on behalf of the Foundation, relating to the Partner School(s) and shall not, without the consent of the other party, publish or otherwise disclose or use the same for its own purposes otherwise than as may be required.

17. PROPRIETARY RIGHTS

17.1 The Foundation shall have proprietary rights over the logos and the intellectual material supplied by the Foundation and the Partner shall not have any rights whatsoever over the same.

18. SIGN BOARDS

18.1 The Partner shall be responsible for installing the SEF signboard as per the requirements of the Foundation and will install the same at a prominent location near the school and at the school entrance. Failure to install the signboard in accordance with the Foundation's instructions will be construed as major violation of SEF Contract and may lead to termination of Contract.

18.2 The content and design of the signboard will be provided by the Foundation which must be printed without amendments. In case the Sign Board is lost because of any reason or gets damaged, the Partner will be responsible for replacing the signboard within one week with a new one.

19. WITHDRAWAL BY THE PARTNER

19.1 The Partner shall not withdraw or abandon the Partner School(s) in the middle of an academic session/school year. Only in rare cases, after securing the interest of students the Foundation may consider the withdrawal of the school by the Partner in circumstances beyond the control of the original Partner after examining the peculiar circumstances of the School and the area. The Partner however shall be required to serve a notice period of 03 months for such withdrawal.

The procedure of termination shall be completed as per the provisions contained under Section 21 of this agreement, except for the duration of notice period stated therein.

19.2 In case of immediate withdrawal by the Partner i.e. without serving any prior notice to the Foundation, the procedure of termination shall be completed as per the provisions contained under Section 21 of this agreement, except for the duration of the notice period stated therein. Furthermore on account of such unbecoming and non-professional attitude, the Partner shall not only be debarred and blacklisted from participating in any other Program of the Foundation in future but the Partner's all existing contracts with the Foundation (if any) shall also be immediately terminated.

20. NON-TRANSFERABILITY

20.1 The Contract is nontransferable, in case the Partner transfers the school to a third party or abandons the School without prior permission of the Foundation, the Contract shall stand terminated automatically and the procedure of termination shall be completed as per the provisions contained under Section 21 of this agreement.

20.2 Only in rare cases, in the interest of students and in circumstances beyond the control of original applicant, the Foundation may consider the transfer of school to Successor/

Transferee after examining the peculiarity of the request of the applicant seeking such transfer and its implications. Nevertheless, the Foundation will not be obliged to consider every request of the transfer. However, the transfer shall be subject to the limitations provided in Clause 20.1 and the conditions set out hereunder.

- 20.2.1 The Successor/ Transferee shall however be duly evaluated for the capacity of running the School.
- 20.2.2 The decision of the Foundation with regard to approval or disapproval of any request shall be final and binding upon the Partner.
- 20.2.3 In case approval is granted for succession/ transfer, the subsidy shall be paid with effect from the date when the Succession/ Transfer has taken place. In case where the transfer to the successor has taken place subsequent to the death of the original Partner; then, for meeting the costs of the obligations/ liabilities accrued in respect of the time period between the death of the original Partner and the selection *subject to evaluation* of the Successor; the subsidy of the forgoing quarter(s) shall be released in the name of the Successor to the extent of amount due in terms of obligations/ liabilities thereof.
- 20.2.4 Notwithstanding the above sub clause, the Successor/ Transferee, under any circumstances, shall not raise any claim prior to date when he/she/it took charge of the school.

21. TERMINATION OF THE CONTRACT

- 21.1 On account of non-performance/under-performance, where the Partner fails to comply with any terms, covenants, conditions or obligations of this Partnership and such failure in compliance continues and is not remedied with due diligence within the stipulated time, then the Foundation may choose to terminate the Contract prior to its expiration by serving a 15 days' notice. There shall be the following further consequences:
 - 21.1.1 In case the title of ownership belongs to SEF, SE&LD, any other Government Department or any stakeholder with whom the Foundation has entered into an institutional arrangement then given the investment of public money in the school, after reconciliation of the expenditure incurred on School establishment/ rehabilitation/operations, SEF will
 - i. take over the School;
 - ii. recover the unspent/ unverified/ unjustified amount (*if any*) against the
 - a. Establishment cost/ Rehabilitation cost and
 - b. the Subsidy disbursed;
 - 21.1.2 In case the title of ownership belongs to the Partner or any other stakeholder with whom the Partner has entered into any rent agreement or any other understanding then SEF shall recover the unspent/ unverified/ unjustified amount out of the total amount of subsidy disbursed by the Foundation till date after reconciliation of the expenditure incurred on School operations and management.
 - 21.1.3 The cases where the Partner had received Establishment/ Rehabilitation Cost prior to April 1, 2019 for the School(s) where:
 - a. the ownership of the School(s) is not vested or to be vested in the Foundation.
 - b. The School building(s) is/are not owned by the SE&LD or any other Government Department
 - c. The School building is not owned by any stakeholder with whom the

Foundation has entered into an institutional arrangement

Then subject to clause 5.9 of this Contract, in case the Contract is terminated/ closed before the complete recovery of such Establishment/ Rehabilitation Cost then in the event of closure of the Contract, in addition to the condition contained at 21.1.2 above, the Partner shall also be required to return/ refund the unrecovered and unspent/ unverified/ unjustified amount (*if any*) against such Establishment/ Rehabilitation Cost.

21.1.4 For the grants (if) provided for setting up Science/Computer Labs etc, the amounts/materials/ equipment will have to be returned back to the Foundation after reconciliation and as per the due procedure contained in the respective MoUs and/or Appendices signed earlier for obtaining the grant/support.

21.1.5 The Partner shall be bound to hand over the Foundation's possessions within the notice period as referred at 21.1.

21.1.6 After the termination of the Contract, the Partner shall not use the logo, name, material and/or the intellectual property transferred to the Partner during the currency of Contract.

22. RENEWAL OF CONTRACT

22.1 The Contract will be renewed based on the performance of the Partner School(s) on annual/ bi-annual basis as envisaged under this Contract.

22.2 In case the Partner fails to perform in accordance with the parameters pertaining to Education Outcomes and/or Learning Environment as envisaged under this Contract in general and as contained in the Sections 7, 9 and 10 in particular, the Foundation reserves the right to not to renew its Contract with the Partner.

23. ADDRESS

23.1 All the correspondence shall be made on the address provided in **Schedule VI** of the agreement.

24. LANGUAGE

24.1 The language of the Contract shall be English however the parties may use Urdu or Sindhi for further communication.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE PUT THEIR
HANDS ON THE DATE & PLACE MENTIONED ABOVE.

Sindh Education Foundation

Partner

By: _____
(Signature)

By: _____
(Signature)

Name: _____

Name: _____

CNIC: _____

CNIC: _____

Title: _____

Title: _____

Date: _____

Date: _____

Witness – Sindh Education Foundation

Witness - Partner

By: _____
(Signature)

By: _____
(Signature)

Name: _____

Name: _____

CNIC: _____

CNIC: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE-I REFER ARTICLE 5.2

The Partner shall be entitled to PKR 1500/- per-child per-month subsidy provided by the Foundation for Grades 6-10.

That the Foundation shall calculate the subsidies on the basis of following: -

(E): Reported Enrolment based on latest submitted student profiles.	Foundation will have annual/ random Student Profiling activity conducted. Quarterly subsidies will hence be calculated as (E*S).
(S): Per student subsidy amount	In case where regular Attendance/ Head Count (A) has been observed below 75%, subsequent quarterly subsidies are calculated as (A*1.25*S).
(A): Attendance	The coefficient of 1.25 allows for the possibility that at any given time, some students may be absent on the visit day although they regularly go to school on other days.

SCHEDULE-II REFER ARTICLE 6.1

The Partner shall maintain a complete profile containing sufficient details about the identity of the student, date of enrollment and monthly progress made by student in various subjects and the details of the activities performed by the student. Student profile must be in accordance with Foundation's EMIS requirements.

SCHEDULE-III

List of Private Buildings

<u>S#</u>	<u>School Code</u>	<u>School's Name</u>	<u>Village/town</u>	<u>UC</u>	<u>Taluka</u>	<u>District</u>

SCHEDULE-IV

List of Buildings where the ownership is vested or to be vested in the SEF

<u>S#</u>	<u>School Code</u>	<u>School's Name</u>	<u>Village/town</u>	<u>UC</u>	<u>Taluka</u>	<u>District</u>
1						

SCHEDULE-V

List of Schools owned by the SE&LD or other Departments of the Government

<u>S#</u>	<u>School Code</u>	<u>School Name</u>	<u>SEMIS</u>	<u>Village/Site</u>	<u>UC</u>	<u>Taluka</u>	<u>District</u>

SCHEDULE-VI REFER ARTICLE 23.1

Sindh Education Foundation Bungalow No 21-A constructed at Plot No 21-A, Ameer Khusro Road, Overseas Housing Society, Karachi.