

Memorandum of Understanding

Between IIMPACT Educating the Girl Child, Inc., Sydney

and

IIMPACT Trust

March 2013



Memorandum of Understanding

This **Memorandum of Understanding** is entered into this Twelfth day of March, 2013

BETWEEN

IIMPACT Trust, founded in March 2003 as a Charitable Trust by the alumni of the 1978 batch of the Indian Institute of Management, Ahmedabad, India, with the single-minded objective of educating the under-privileged girl child from socially and economically disadvantaged sections of Indian society, located at Gurgaon, Haryana, India (to be referred to as IIMPACT Trust)

AND

IIMPACT Educating the Girl Child, Incorporated in February 2013 as a non-profit, charitable Association in Sydney, New South Wales, Australia (ABN 74468172781), with the objective of supporting the primary education of the girl child in economically and socially disadvantaged communities of India (to be referred to as IIMPACT Australia),

[the "Parties"];

Educating the Girl Child in India

Within the field of primary education, education of the girl child assumes critical importance, both from the perspective of women's empowerment and universal access to education. In some States of India this is particularly so, not only because rates of overall literacy and school participation are lower than the national average, but because there are strong prejudices about the role of women in general and the role of education in the life of the girl child in particular.

Based on a methodology for identifying target areas based on female literacy rates and other factors, IIMPACT Trust will implement their Girls Early Development Program in these areas, in partnership with IIMPACT Australia. This program will enhance the access to and quality of learning skills for non-school-going girls in the age group 6-14 years via the establishment and operation of Learning Centres under the IIMPACT model. Each Learning Centre will cater for up to 30 girls, in a multi-year group environment. The goal of the IIMPACT model is to enhance literacy and learning skills while accelerating the entry of young girls into the formal education system.

Sustainable Development Principles

The Parties subscribe to the following principles of sustainable development to make an impact on the communities targeted.

Participation

The local community should decide what to do, and how to do it, and do as much of the work as possible, rather than the assisting organisation. All these actions help a community to believe in itself and its abilities. As it tackles and solves one issue, it becomes more skilled and confident in tackling the next one.

The involvement of local people helps organisations to better understand the needs and aims of the people who will come into contact with the project. It also increases the sense of ownership of the project by local stakeholders, which increases the likelihood

of project objectives being achieved and local people being committed to carrying on the activity after outside support has stopped.

Fair distribution

Development activities seek to improve the well being of those in need without favouritism or discrimination by race, religion, culture or political persuasion. This means that although a project may target a particular location or community, it seeks to bring about positive changes for the benefit of all members of the community. It is essential that development project benefits flow fairly, without discrimination.

Sustainability

Development projects or activities aim to produce benefits that are sustainable – that is, benefits that will continue after development assistance has ceased. Activities which build on local demand and initiatives have much better prospects for sustainability as they are more likely to have local support both during implementation and beyond. Activities that provide scope for local stakeholders to participate meaningfully throughout the project are also more likely to produce benefits that are sustainable, as this leads to local stakeholder ownership and commitment. The concept of sustainability does not necessarily mean the continuation of development activities, but rather that the benefits are appropriate, owned by the stakeholders and supported on an ongoing basis with locally available resources.

Recitals

1. AND WHEREAS both parties recognise that they share common goals and are desirous to establish a cooperative arrangement to strengthen the literacy of the girl child in India, especially those out of school;
2. AND WHEREAS both parties agree that the provision of accessible, age-appropriate, quality learning skills can encourage formal school participation and the eventual transition into State-run schools of the girl child and her siblings;
3. NOW THE PARTIES HEREBY ACKNOWLEDGE AND DECLARE as follows:

4. Responsibilities of IIMPACT Trust

IIMPACT Trust will locate and manage the operation of Learning Centres fully funded by IIMPACT Australia, through qualified partners and Non Government Organisations (NGOs), with activities in India including:

- 4.1. **Identification of communities of purpose:** identification of geographic areas with a concentration of out-of-school girls in the 6-14 year age group; where there is a lack of easily accessible schooling facilities for girls;
- 4.2. **Establishment of Learning centres:** engagement of the local community and implementation of community based entities called Learning Centres for girl children in the age group 6-14 years; where there is a commitment for their funding in entirety by IIMPACT Australia for a minimum period of five years, the Parties will collaborate on the location of Learning Centres to be sponsored by IIMPACT Australia;
- 4.3. **Delivery of learning programs:** delivery through meaningful and innovative techniques and pedagogy, to increase the participation and retention of girl

children in the program and prepare them for the State-run Class 5 examinations;

- 4.4. **Selection and training of teachers:** training on effective learning methodologies and the achievement of the IIMPACT model's targeted outcomes;
- 4.5. **Development of effective teaching and learning materials:** design and development of educational materials to suit the children in line with community norms and needs;
- 4.6. **Selection and training of partners:** identification, assessment and training of NGOs and other partners in each target region for the effective delivery of the IIMPACT Girl Early Development Programs;
- 4.7. **Support for field visits:** enable periodic visits to Learning Centres by representatives of IIMPACT Australia, their sponsors and major donors, as may be reasonable to assess the operations, expenditure of funds and achievement of outcomes;
- 4.8. **Performance Reporting:** For Learning Centres fully funded by IIMPACT Australia, provision of a six-monthly Performance Report on the operation of the Learning Centres, which may be on a consolidated basis across clusters of 100 Learning Centres (funded by various sponsors), including information on the following:
 - Number and percentage of out-of-school girls in the catchment area of the Learning Centre;
 - Number attending Learning Centre;
 - Average percentage attendance at the Learning Centre;
 - Number and percentage of dropouts with major causes;
 - Levels of learning and progression through Years 1 -5;
 - Numbers and percentage attending the Class 5 examination;
 - Numbers and percentage passing the Class 5 examination;
 - Numbers and percentage enrolling in Class 6 of the State-run school;
 - Annual Expenditure Budget with major categories including management overheads.
- 4.9. **Major Projects:** The parties will identify and plan each major project to be funded by IIMPACT Australia, e.g. the establishment and operation of a minimum of 30 IIMPACT Learning Centres, with the following minimum information:
 - Project name
 - Location
 - Name of developing country partners (IIMPACT Trust and any NGOs)
 - Objectives

- Intended beneficiaries
- Description of activities
- Progress to date (in six-monthly Performance Report)
- Budget (in six-monthly Performance Report)

5. Responsibilities of IIMPACT Australia

IIMPACT Australia will conduct activities in Australia to achieve shared goals in the development of the girl child, including:

- 5.1. Support the early development of the girl child in economically and socially disadvantaged communities of India;
- 5.2. Inform, educate and engage Australian individuals, communities and organisations in support of development of the girl child in India;
- 5.3. Raise funds for the support of IIMPACT Trust to design, deliver and manage the provision of developmental services to the girl child in India via the IIMPACT Girl Early Development Program above.
- 5.4. Remit funds to IIMPACT Trust against agreed funding commitments and payment schedule, and when for an entire Learning Centre, for a minimum period of 5 years;
- 5.5. Collaborate with IIMPACT Trust to publicise the work and outcomes of the programs in India to Australian individuals, corporate and organisational sponsors and governmental agencies as may be required.

6. Mutual Obligations and Dispute Resolution

- 6.1. IIMPACT Australia will fund the activities of IIMPACT Trust and their activities in India, on an exclusive basis until the termination of this Memorandum of Understanding, unless otherwise agreed in writing with IIMPACT Trust.
- 6.2. IIMPACT Australia will use IIMPACT Trust's name, logo and other related marks on their website and other materials, only with the prior approval of IIMPACT Trust and will cease to use the name, logo and other related marks (including, but not limited to, IIMPACT, IIMPACT Australia, IIMPACT Educating the Girl Child) on termination of this Memorandum of Understanding. IIMPACT Australia acknowledges that the IIMPACT name, logo and other related marks are the valuable and exclusive property of IIMPACT Trust and will not use them in any way that might bring them into disrepute.
- 6.3. IIMPACT Australia will be obliged to meet its agreed funding commitments for each annual budget period, with any variations being notified at least 3 months in advance, unless IIMPACT Trust fails to meet its obligations under this Memorandum of Understanding;
- 6.4. IIMPACT Trust will be obliged to provide the six-monthly Performance Reports on Learning Centres fully-funded by IIMPACT Australia; on failure to provide the report within a reasonable or agreed time, IIMPACT Australia will be

entitled to hold back further payments even if previously agreed, for the relevant Learning Centre, until the matter is resolved to mutual satisfaction;

- 6.5. Terrorism and sex tourism/child protection awareness: the Parties will agree the procedures to prevent funds going directly or indirectly to individuals or organisations associated with terrorism; they will also agree the procedures to ensure that no support is given to any individual with any conviction under the *Crimes (Child Sex Tourism) Amendment Act* of Australia.
- 6.6. Disputes that cannot be resolved between the Parties will be referred to a mutually acceptable arbitrator in India.
- 6.7. Each party will be liable to meet their legal, regulatory and commercial obligations under applicable law in their jurisdiction and will indemnify the other against any claims by third parties.
- 6.8. Neither party will represent the other and will not be authorised to commit the other to any obligations in any dealings with third parties.

7. Term and Termination

- 7.1. The Commencement Date of this Memorandum of Understanding is the date of execution by both parties.
- 7.2. The Initial Term of this Memorandum of Understanding is five (5) years from the Commencement Date.
- 7.3. The term will be automatically renewed on an annual basis after the Initial Term, unless terminated by either party.
- 7.4. Either party may terminate this Memorandum of Understanding, for any reason, with six (6) months' written notice to the other party, including within the Initial Term.
- 7.5. In the case of termination by either party, whether for breach of this Memorandum of Understanding or without cause, IIMPACT Australia will have no obligation to meet future funding commitments and IIMPACT Trust will not have any obligation to operate Learning Centres fully-funded by IIMPACT Australia after the expiration of the funded period.

8. Governance

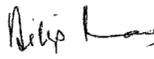
- 8.1. Each party will implement governance appropriate to their operations and consistent with their respective Constitutions and By-laws. Any breach of these governance policies or of local regulatory or legislative compliance requirements may be grounds for termination of this Memorandum of Understanding by either party.
- 8.2. During the term of this Memorandum of Understanding, IIMPACT Trust will be entitled to one representative position on the Committee of IIMPACT Australia, subject to the Constitution of IIMPACT Australia.

AGREED THIS TWELFTH DAY OF MARCH, 2013.

FOR IIMPACT Trust:

Signed: 
Name: Anil Tandon
Position: President, IIMPACT Trust
Date: 12.3.2013
Address: 9211 DLF Phase IV, Sector 43, Gurgaon, India.

FOR IIMPACT Educating the Girl Child Incorporated:


Signed:
Name: Dilip Rao
Position: President, IIMPACT Educating the Girl Child, Incorporated
Date: 12 March 2013
Address: 74 Boronia Road, Bellevue Hill NSW 2023 Australia.