

**Partnership Schools for Liberia 2017/2018 (Year 2) Agreement:
Partnership between Government of Liberia and [OPERATOR]**

PARTIES TO THIS AGREEMENT. This Agreement is entered on this 22nd day of November 2017 between the Ministry of Education and [OPERATOR] to work together under the Partnership Schools for Liberia (PSL) project. This sets out the second year of the partnership from August 2017 – August 2018.

Definitions of key terms

- PSL Operator: Non-government providers of education responsible for managing schools in the Partnership Schools Program – in this case [OPERATOR]
- Ministry will refer to the Liberian Ministry of Education unless otherwise stated
- GoL will refer to Government of Liberia
- Year 1: Liberian School Year 2016/2017
- Year 2: Liberian School Year 2017/2018
- Year 3: Liberian School Year 2018/2019
- CEO / DEO: County / District Education Officers
- PTA: Parent Teacher Association
- Marking Period: School instruction period as outlined in the approved Academic Calendar
- Schools: Those schools which have been allocated to the PSL Operator to manage for the School Year 2017/18, including Year 1 and Year 2 allocations and as defined in Annex 1

1. Entire Agreement

1.1. The Agreement constitutes the entire agreement between the Parties that are the subject matter of this Agreement and supersedes all prior agreements, oral or written, between the Parties. Any modification of the Agreement must be in writing and signed by the Parties.

2. Objective

2.1. The main objective of PSL is to raise learning outcomes for children in public schools by partnering with private operators to manage the schools. In addition, GoL hopes PSL operators will develop cost effective and affordable models of school provision in Liberia and the lessons from the project will be used to inform government policy - both for the future of PSL and the broader public education system.

2.2. The GoL is looking to engage the PSL Operator to manage [Number of Schools] public primary schools (“the Schools”) from September 2017 – July 2018. The list of agreed schools is outlined in Annex 1.

3. Governance and management

3.1. PSL Operators will assume overall management responsibility for the PSL schools. The operators will be subject to quality assurance processes from the GoL but will in turn receive a degree of autonomy and flexibility to manage these schools, as outlined in sections 8 and 12.

3.2. Each school will form a parent teacher association (PTA) including at minimum one parent representative from each grade-level, all teachers, and community leaders. The PTA will meet at least once per month, consistent with the New Education Act, 2011 but will not play an executive role in decision making.

4. Duration of arrangement

- 4.1.** GoL believes PSL has the potential to dramatically raise outcomes and revitalise an education system that is chronically underperforming. However, to ensure that PSL is indeed a good investment for Liberia's children, it will be important to critically review the success of the project. GoL is therefore proposing that PSL Operator contracts will be until the end of the two year pilot in August 2018, with a policy review and decision to continue, scale or end the project made by 1st May 2018.
- 4.2.** PSL Operator contracts will span 31st August 2017 – 31st July 2018
- 4.3.** PSL Operators will be notified of the GoL's decision to proceed to Year 3 by 1st June 2018.
- 4.4.** If the GoL decides to continue the PSL project after Year 2, PSL Operators will be allowed to continue operation of initial schools dependent on results, as outlined in Section 6.
- 4.5.** If the GoL decides to expand the PSL project or extend beyond the length of this agreement, successful PSL Operators will be allowed to bid for new or revised agreements, depending on performance.
- 4.6.** Any decision to increase the number of schools allocated to any PSL Operator will be performance-based (see section 6) and will partly depend on findings from the external evaluation and routine monitoring and quality assurance conducted by or for the GoL.
- 4.7.** The GoL intends to introduce Payment-by-Results contracts from Year 3 – PSL Operators will be expected to make necessary preparations for this transition during Year 2.
- 4.8.** The GoL reserves the right to terminate contracts for individual school management or in extreme cases all schools managed by a particular PSL Operator if they are judged to be under-performing with three months written notice.
- 4.9.** The GoL reserves the right to terminate contracts for PSL Operators due to poor financial management with three months written notice.
- 4.10.** The GoL reserves the right to terminate contracts for individual school management or in extreme cases all schools with immediate effect in cases of gross misconduct by the PSL Operators, its Employees or Staff in PSL schools under the Operator's management.

5. School allocation

- 5.1.** In Year 1, existing public schools were selected by GoL to participate in PSL, based on the following criteria:
 - Single-shift schools
 - Schools with at least 6 classrooms
 - Schools with at least 6 teachers
 - Schools with maximum student: teacher ratio of 65:1
- 5.2.** In Year 2, all PSL Operators were allowed to continue to operate the schools that they were allocated in Year 1.
- 5.3.** In addition, the GoL identified a further list of schools available for allocation, based on the following principles:
 - Schools are representative of the wider Liberian school system
 - Schools are 'clustered' in geographically proximate groups, in order to help mitigate logistical challenges associated with operating in more remote or difficult to access areas
 - A good number of schools have 2G and K-9 grades, whilst recognizing that this may not always be possible in certain locations.

- 5.4. The GoL has allocated school clusters to PSL Operators using the process outlined in the “Cluster Allocation Process” document, included in Annex 2
- 5.5. Each provider was allocated 3 back up schools per cluster of 10+ schools and 2 back up schools per cluster less than 10 and allowed to replace originally allocated schools with these backups at their own discretion. See Annex 3 for details of the rejection and replacement policy.

6. School Structure

- 6.1. The majority of Year 1 & Year2 schools are single shift schools with up to nine (9) grades: three years of pre-primary and primary grades 1-6.
- 6.2. Some Year 2 schools are ECE-only, some are double shift schools and some go up to Junior High School (JHS): this means they include up to twelve (12) grades – three years of pre-primary, primary grades 1-6 and grades 7-9.
- 6.3. For those schools that are ECE only, the MOE encourages providers to operate 3 grade levels. In ECE/primary schools, the MoE encourages providers to operate 9 grade levels, assuming they have more than 5 classrooms. For those schools that go up to JHS, the MoE encourages providers to operate 12 grade levels, assuming that they have more than 7 classrooms.
- 6.4. Operators are expected to offer all grades originally covered by the school. Where space is a constraint, the decision as to which grades to offer during AY2017/18 should be taken with the Ministry to ensure all students previously enrolled can continue their education on course.
- 6.5. In the case of a school only having a limited number of classrooms, the MoE will decide the structure of the school on a case by case basis with the operator, with a preference for prioritisation of early grades taking into consideration of the previous year’s school structure and the potential to relocate children from higher grades to nearby schools.
- 6.6. If schools receive applications from 90 or more students in any grade, then PSL Operators can apply to GoL for permission to open two classes for that year/grade if there is sufficient space in the school (i.e. if there are adequate classrooms available).
- 6.7. The minimum school day expected is six hours, but PSL Operators are encouraged to run longer school days. Teacher contracts are for eight hours.
- 6.8. All schools are required to operate according to the Liberian academic year as detailed in Annex 4. Schools will open on Monday 4th September 2017 unless otherwise agreed.

7. Accountability and Monitoring

- 7.1. Each PSL Operator will be accountable to GoL for the performance of their allocated schools.
- 7.2. As a condition for payment, GoL will require full performance and financial reports for the PSL Operator’s schools to be submitted electronically within 30 days of the reporting deadline in a standard format (Annex 5).
- 7.3. Additionally, interim reports must be submitted for each school within 30 days of the end of each Marking Period. A calendar for the 2017/18 school year can be found in Annex 4 and the full reporting schedule can be found in Annex 6.
- 7.4. To support the transition to Payment-by-Results from Year 3 of the PSL Program, priority will be given in Year 2 to ensuring complete and accurate data and financial reporting by the PSL Operator and their schools. The list of metrics providers will be required to report against are contained in Annex 7.

- 7.5. Year 2 data will inform which metrics it is feasible to link payments to; reasonable baseline expectations against which performance will be assessed; and areas where performance needs to be particularly incentivized from Year 3.
- 7.6. Inaccurate or incomplete reporting in Year 2 will limit PSL Operators' ability to expand or continue their school network and could result in unrealistic payment triggers from Year 3.
- 7.7. In preparation for the shift to Payment-by-Results in Year 3, the GoL is aiming to roll-out a standardized management information and reporting system during Year 2. Once in place, PSL Operators will be required to use this for contractual reporting and may choose to also use this system to performance manage their network of schools.
- 7.8. The schools will be subject data verification and GoL quality assurance procedures. GoL reserves the right to inspect schools at any point. To facilitate spot-checks of enrolment, attendance, drop-out and progression reports, schools will be required to keep accurate pupil- and teacher-level records which will be made available on request to research agents appointed by the GoL.
- 7.9. The GoL reserves the right to revoke the contract of any school or PSL Operator deemed to be below standard and unable to improve over a specific time period as outlined in section 3.8.
- 7.10. Performance of these schools, as measured by the PSL Operator reporting and internal GoL quality assurance process will form the basis of any extension of contract length and expansion or reduction in the number of schools allocated to any PSL Operator.
- 7.11. GoL will agree other mechanisms (e.g. surveys) to assess parent and community satisfaction with the schools.

8. External Evaluation

- 8.1. A third party evaluation has been commissioned by GoL and will follow a randomized controlled trial (RCT) design. Continued participation of all Year 1 PSL schools is mandatory.
- 8.2. The evaluation will measure school performance and learning outcomes and so all schools in the pilot will undertake externally-administered, standardized assessments (likely EGRA and EGMA) to help understand the current level of performance and track progress.
- 8.3. In addition to this, it is expected that PSL Operators will conduct regular internal assessments of student learning in each year of the PSL program.
- 8.4. The findings of the evaluation will be shared with PSL Operators after the GoL has reviewed and signed off the reports.
- 8.5. GoL is investigating other options for external evaluation beyond the RCT and reserves the right to implement and require all schools to participate.

9. Operator autonomy and innovation

- 9.1. PSL Operators are expected to plan and deliver an effective and cost-effective educational model and take active steps to develop the organisational and financial foundations upon which this will be based. PSL Operators will be given significant freedom and autonomy including:
 - Educational innovation. PSL Operators will be required to deliver the Liberian national curriculum, but will be encouraged and empowered to supplement this, including remedial programs, privilege given to numeracy and literacy within the timetable, longer school day, non-academic activities, etc.

- Instructional material: All material must be in line with national curriculum and MoE will be given a 1 week minimum ‘no objection’ period prior to the PSL Operator introducing any instructional materials.

9.2. Teacher Training, Professional Development and PTA development

- PSL Operators will be expected to foster continuous improvement of principals, teaching staff and school management, through effective staff development practices. These initiatives should be based on best practices, regularly timetabled and clearly measured.
- Performance management: Teachers and staff should be held to account for their performance through robust, thorough and fair performance management processes.
- PSL Operators are expected to fully liaise and participate with Parent Teacher Associations (PTAs). This includes developing strategies and robust systems to build PTA capacity to positively contribute to the school, staff and students. Basic metrics should be agreed upon by all parties to improve community involvement and accountability.

10. Target beneficiaries

- 10.1.** All PSL schools, including ECE, are required to be non-selective (in terms of academic performance) and tuition free. Admissions processes should follow regulations established by GoL.
- 10.2.** PSL Operators should aim to achieve gender parity in their schools in all grades.
- 10.3.** No student will be denied a place on the basis of their prior attainment, socio-economic status, pregnancy or disability.
- 10.4.** To prevent over-subscription in schools, the maximum allowable pupil-teacher ratio per class is 65:1. Priority should be given to those children who were previously enrolled, and to those children nearby.
- 10.5.** PSL Operators should prioritise admission of age-appropriate children at ECE level to support the next generation of enrollees to be prepared for school in an age appropriate way.
- 10.6.** PSL Operators may undertake placement testing to ensure students are assigned to appropriate grade levels for their ability. These tests cannot be used to discriminate or act as entrance examinations or grounds for rejecting students.
- 10.7.** Schools must follow national policy and legislation regarding promotion and requirement for repetition.
- 10.8.** PSL Operators are expected to offer ECE that is intended for ECE age students. Overage students enrolled in ECE should be re-assigned to Primary grades. Every child 6 years old or older is eligible to enroll in Grade 1. In Primary and JHS, PSL Operators may re-assign existing overage students based on academic ability. PSL Operators are not able to reject existing overage students.
- 10.9.** PSL Operators may propose that significantly overage children be placed in a separate catch up program, but this would need to be approved by the Go L on a case-by-case basis and be provided by the PSL Operator at the same school.

11. School infrastructure

- 11.1.** PSL school buildings will remain under the ownership of the GoL. PSL Operators commit to responsible stewardship of government assets and will make good any damage or deterioration.

11.2. During Year 2, GoL hopes to make available an 'Infrastructure Fund' to which PSL Operators may apply to improve or expand the educational provision in their schools. In the event that providers undertake infrastructure improvements before funding is in place, it may be possible to reimburse expenditures retrospectively if an 'Infrastructure Fund' becomes available providing that:

11.2.1. Before and after photos can be provided clearly demonstrating the need for improvements and documenting the work that has been done;

11.2.2. Operators can demonstrate that at least two quotes were obtained for the work and / or materials, ideally from Liberian contractors; and

11.2.3. Providers can demonstrate that the work was necessary for the school to operate safely and effectively.

11.3. School premises may be used by PSL Operators outside of school hours for non-school related activities exclusively with written consent from the Ministry.

12. School resources

12.1. The GoL will endeavour to provide learning materials including chalk, copybooks, teacher guides, supplementary readers and textbooks dependent on available resources. These resources cannot be guaranteed and PSL schools will receive any resources in line with existing processes for allocation to all public schools.

12.2. The GoL will provide a digital copy of the national curriculum for each operator.

12.3. Parents will be expected to pay for any transport costs incurred reaching the school. Neither the GoL nor the operator will be liable for such costs. No fees may be charged by the PSL Operator for transport services parents choose to provide.

12.4. PSL Operators may charge parents for the cost of uniforms in line with existing practices in public schools. No child may be refused schooling due to inability to purchase a uniform. See section 14 regarding uniform branding.

12.5. If there are feeding programs in individual schools, these will remain under the current arrangements with the Ministry's school feeding department pending individual negotiations.

12.6. During Year 2 GoL hopes to make available a 'Feeding Fund' to which PSL Operators may apply to seed-fund community-led feeding programmes. Schools implementing a longer school day may apply to the fund with a view to establishing feeding programs. Schools that choose to receive this funding will be monitored on the impact, accessibility and sustainability of their feeding programs.

12.7. If no school feeding programme exists, then responsibility for providing feeding remains with parents.

12.8. PTAs may choose to leverage fees for school improvement purposes in line with Liberian education law. These fees may not be mandated by operators.

13. Teachers

13.1. Teacher terms and conditions

13.1.1. Teachers in PSL schools will be civil servants, part of a government program, such as the planned National Service Program, or government trained teachers awaiting appointment. If a trained teacher is awaiting appointment, they will be prioritized for

addition to payroll, subject to the GoL having explicitly agreed to that teacher's inclusion in PSL.

- 13.1.2. PSL Operators will be permitted to sign additional agreements with teachers.
- 13.1.3. All additional agreements must align to the existing civil service standing order(Annex 8), teacher codes of conduct and any other relevant statutory instruments.
- 13.1.4. Additional agreements must not be contracts, as this is forbidden under the civil service standing order.
- 13.1.5. The MoE is committed to moving qualified teachers onto payroll providing that there are spaces available. PSL Operators and the MoE commit to work together to maximise the available spaces by managing out under-performing teachers according to the Teacher Code of Conduct and by progressing the Ministry HR Roadmap (Annex 14). The Ministry will also pursue reallocation strategies (from better staffed schools) and removal of teachers who are poorly literate if redundancy payments are available.
- 13.1.6. The MoE commits to submitting PANs provided by PSL Operators to the CSA within 10 days of submission provided a replacement space is available. Payroll spaces are made available when CSA removes ghosts, retirees, or redundancies, or adds spaces in response to increased funding in the MoE payroll budget line from MFDP. Any errors or missing information in the PAN will result in delays due to the Operator's omission and materials will have to be re-submitted. If a payroll space is available and the MoE does not submit a complete PAN to CSA within 10 working days, salary advances made to the teacher in question by the PSL Operator after the PAN was submitted for an available space will be eligible for reimbursement, as long as any pre-payments made are in line with the Civil Service Standing Orders.
- 13.1.7. Any additional emoluments disbursed by PSL Operators to teachers cannot be salaries. Instead, PSL Operators may disburse non-contractual responsibility or performance related bonuses to teachers, under the conditions outlined in agreements between PSL Operators and teachers. If they choose to make payments providers must make tax deductions as required by Liberian Law.
- 13.1.8. Additional agreements will be developed by PSL Operators and will need to be given a 'no objection' from the Ministry of Education and/or the Civil Service Agency.

13.2. Initial teacher selection and ongoing recruitment

- 13.2.1. Upon taking over management of a school, PSL Operators will be able to screen the existing workforce.
- 13.2.2. In Year 2 PSL Operators can request removal of up to 25% of teachers at any one school due to low literacy or numeracy levels. The cap on removal in Year 2 is due to limited funding within the MOE and will be reviewed as funding becomes available. This request will be made through the PSL team at the Ministry of Education who will coordinate with the Department of Instruction and Department of Administration. Teachers removed due to absenteeism in line with Clause 13.2.6.1 and Volunteers with no certificate will not be counted towards this percentage.
- 13.2.3. PSL Operators can also request for existing government teachers, teachers part of an existing government program or government trained teachers awaiting appointment, to be supplied to fill teacher gaps, for example if schools had previously had volunteer teachers or non-payroll teachers who drew their salary from another source. They may

also ask to keep volunteer teachers and add to payroll provided these meet the basic requirements of CSA (such as WAEC certificate requirements).

13.2.4. The above-mentioned terms are common to all PSL Operators and PSL Operators must demonstrate reasonable cause for transition or removal, in line with section 12.3.

13.2.5. PSL Operators will make requests for new teachers to DEOs and the central Ministry of Education (PSL team). The Ministry of Education and Civil Service Agency will have final responsibility for recruitment decisions.

13.2.5.1. In the case of absenteeism, demonstrated after PSL school assignment, confirmation of teacher or administrator absenteeism (having not reported to school in previous academic year) must be provided by DEO and PTA, along with proof of attempted contact to merit removal from payroll as "ghost" teachers. After the academic year starts, teachers should be recommended for removal following three warnings, in line with the Teacher Code of Conduct and the performance management framework (Annex 8b).

13.3. Teacher performance management

13.3.1. GoL will fully support PSL Operators to performance manage by enforcing existing laws and policies governing teacher workforce. Specifically, this will be through contextualising the civil service performance management processes to the education system.

13.3.2. It is the responsibility of GoL to provide detailed guidance to PSL Operators on the legal frameworks for performance management within Liberia. These are included in the Teacher Code of Conduct and Civil Service Standing Orders. And outlined in Annex 13.

13.3.3. PSL Operators will be encouraged to take a proactive and positive approach to staff performance management. For example, not simply sanctioning poor performance or professional behaviour, but also offering incentives and rewards for good performance / professional behaviour.

13.3.4. In circumstances where this proves impossible, PSL Operators can request that GoL withhold payment from teachers in accordance with existing civil service code for teachers. PSL Operators must provide sufficient evidence for non-payment and all such requests will be made directly to the PSL team at the Ministry of Education.

13.3.5. If a PSL Operator believes a teacher is not attending school, they can be disciplined and, if necessary, ultimately removed as per the performance management annex (Annex 8b) agreed by MoE and CSA (based on the Civil Service Standing Orders and Teacher Code of Conduct)

13.3.6. Where serious malpractice occurs, PSL Operators can recommend dismissal of teachers to MoE central team, based on existing civil service code of conduct rules and processes.

14. Principals

14.1. Principals will have control over decision making within the school in agreement with PSL Operators. Local education officers (CEO and DEOs) will not have direct management role in PSL schools and will instead perform monitoring and supervisory roles and functions. As well as oversight of proposed teacher removals.

- 14.2.** PSL Operators will be permitted to appoint all Principals. Existing Principals must be allowed to apply for the role. In the event a new Principal is appointed PSL Operators can offer the previous Principal a role as a teacher, or recommend them for transfer.
- 14.3.** There is currently no specific payment made to Principals for their role, instead the amount is based on their years of experience and qualifications (as with teachers). PSL Operators are free to pay an additional salary subsidy to Principals, but this cost will be borne by the PSL Operator.

15. Financial Model

- 15.1.** GoL and funders aim to support PSL Operator budgets through two contributions:
 - 15.1.1.** GoL will aim to provide enough teaching staff based on the number of classrooms plus 1 Principal in the case of schools offering fewer than 6 grades and 1 Principal and 1 Administrator in the case of schools offering at least 6 grades. These teaching staff will remain or move on to civil service contracts and be paid directly by GoL.
 - 15.1.2.** Donor funding will be sought to provide additional grant funding to PSL Operators. This will be calculated at a rate of \$60 per child in schools that are in disadvantaged counties (see Annex 10) and \$50 per child in all other schools. This grant will be paid in instalments directly to school PSL Operators who will be given autonomy over expenditure, and held accountable for such use. The proposed grant disbursement schedule is in Annex 9
- 15.2.** In addition, PSL schools will be eligible for additional funding/resources open to other public schools including: school grants, feeding programs and textbook distribution. Such resource allocation will be dependent on sufficient funding.
- 15.3.** Payment for the pilot will be on a per student basis assuming a minimum network average of 250 children per school to allow for fixed costs with a variable additional contribution based on actual enrolment, up to an agreed cap of 65 students per class.
- 15.4.** Each PSL Operator will provide GoL with full transparency of costs for their PSL schools including clearly indicating where and how additional funding was deployed beyond the core budget.
 - 15.4.1.** PSL Operators will be required to provide audited accounts for their PSL operations at the end of the school year.
- 15.5.** PSL Operators are expected to operate a model that could be sustained within the budget envelope of the GoL in the long run, without external funding support.
- 15.6.** The GoL reserves the right to review financial management processes at any point as part of routine due diligence for donor funds.
- 15.7.** All PSL Operators will be required to submit twice annual financial reports alongside performance reporting within 30 days of the reporting deadline, detailing key activity areas and sources of funding, including any funds raised over and above the core grant. Templates for reporting will be shared by the Ministry of Education. Poor financial management may result in termination of contract (section 3)

16. Branding

- 16.1.** The project will be known as Partnership Schools for Liberia, abbreviated to PSL.
- 16.2.** Detailed branding guidelines are being developed and will be issued to PSL Operators and this must be adhered to.

- 16.3. In all instances the school should be recognisable to the community as a GoL school, rather than a PSL Operator school. Any branding of PSL Operator schools, for example through signage or painting, should represent Liberia, the Ministry of Education and the PSL program. Existing branding can be retained through AY 2017/18, and Operators should plan to follow new guidelines beginning AY2018/19.
- 16.4. However, within the branding guidelines, each PSL Operator is encouraged to develop brands that communicate the vision and values of the school to the local community.
- 16.5. Each PSL Operator may develop their own logo for the PSL project but it must be used next to both the MoE and PSL logos at all times.
- 16.6. PSL Operators must adhere to uniform guidelines regarding branding: primary schools in Liberia have blue and white uniforms. Full details will be provided to PSL Operators upon request. Existing uniforms may be retained until replacements are required.
- 16.7. PSL Operators may use a badge or crest on their uniform. The cost of this will be borne by the PSL Operators and may not be charged to parents.

17. Private Schools

- 17.1. PSL Operators may not open private schools in Liberia during the pilot and/or subsequent years without the written permission of the GoL.

18. Taxation

- 18.1. PSL Operators will be able to import educational materials into Liberia and receive duty free tax exemptions under Liberian law. In order to receive these exemptions, PSL Operators must label supplies as 'Educational Materials' on port of departure and have a Liberian Revenues Authority-agreed MoU with the Ministry of Education.
- 18.2. Tax exempt items cannot be sold on and must remain in Liberia unless such items are sold to the GoL or other PSL Operators in line with Clause 20.6 of this Agreement, in which case the Liberian Revenue Authority retains the right to decide whether tax becomes payable at their discretion. All such items must be used exclusively for services detailed in this Agreement.
- 18.3. PSL Operators will also be able to submit a request for approval for Special Tax Incentives based on their investment activities in the Education Sector, as provided for in the Liberian tax code.

19. Communications

- 19.1. PSL Operators will adhere to the requirements in the "Protocol for PSL Operator Communications" (Annex 11) and to any additional communications directives issued by the Ministry of Education. The Ministry reserves the right to update the "Protocol" from time to time, without prior notice.
- 19.2. PSL Operators will actively take part in the "PSL Communications Working Group", ensuring representation at working group meetings
- 19.3. All media engagement and outreach conducted by the PSL Operator related either in whole or in part to their engagement in PSL program, must be approved in advance by the Ministry or its designated representatives. This includes reactive media engagement (i.e. in response to published news articles) as well as proactive media engagement. PSL Operators will not

invite or allow members of the media to visit schools managed by PSL Operator without the advance approval of the Ministry or its designated representatives.

- 19.4.** The logos for the Ministry of Education, Republic of Liberia, and PSL are to be used only with the written permission of the Ministry or in accordance with school branding as outlined in Section 16 of this Agreement. Any use of any of the three (3) logos without the prior permission of the Ministry or its designated representatives is prohibited.
- 19.5.** PSL Operators will refrain from using photos of the Minister of Education or any other GoL officials without the express, written permission of the Ministry of Education or its designated representatives.
- 19.6.** PSL Operators will refrain from including quotes from the Minister of Education or any other GoL officials in their communications without the written permission of the Ministry of Education or its designated representatives.
- 19.7.** PSL Operators will adhere to Ministry guidelines regarding research. PSL Operators will adhere to accepted international standards for measurement and evaluation.
- 19.8.** Except when indicated by the Ministry of Education, PSL Operators will keep all internal, PSL documentation confidential and will not disclose it to members of the media or other third parties.
- 19.9.** PSL Operators will refrain from making damaging statements to the media about the Liberian government, the PSL program, or other PSL Operators.
- 19.10.** All correspondence between PSL Operators and the Ministry of Education, including the Minister, must be made available to funders on request.

20. Intellectual Property

- 20.1.** It is recognized by the GoL that in order for PSL Operators to provide the services outlined in this Agreement, the PSL Operator will be developing intellectual property (IP). This IP will relate both to direct academic instruction (for example, text book content and design) and non-academic support (such as software processes and systems).
- 20.2.** Whilst the PSL Operator will provide services for the GoL, the IP developed remains the exclusive property of the PSL Operator, with the exception of any data or reports delivered to GoL as part of this Agreement. This data and reports will be freely shared and will be able to be used by GoL and any partners approved by the GoL. Such information includes, but is not limited to:
 - 20.3.** Any data and reports provided as part of the grant management process to the GoL
 - 20.4.** Any data and reports developed as part of the school vetting process, including but not limited to mapping and survey assessments;
 - 20.5.** Any data and reports developed as part of the teacher vetting process.
 - 20.6.** PSL Operators are encouraged, but not compelled, to offer to share their IP with other PSL Operators and the GoL, providing appropriate terms can be agreed.
 - 20.7.** PSL Operators looking to either sell or purchase IP have the option to seek external advice to support negotiations, either independently or through the Fund Manager.
 - 20.8.** GoL will have the right to purchase IP, for example in the form of textbooks, at cost providing appropriate terms around usage can be agreed. The appropriate purchase price shall be determined through negotiation between the PSL Operator and the GoL and the GoL shall have the right to appoint an independent third party to conduct due diligence on PSL Operator costings before entering into negotiation.

21. Knowledge Sharing

- 21.1.** PSL Operators will be expected to share and demonstrate their model of educational delivery with the Ministry of Education. This is so the Ministry is aware of the different educational models being implemented in public schools. PSL Operator are also expected to invite and welcome Ministry of Education representatives to any training and workshops held for the staff and teachers of their Partnership Schools and/or central offices. This is to help best practice spread more widely through the public education system.
- 21.2.** PSL Operators will be expected to actively participate in regular formal knowledge sharing sessions scheduled with other PSL operators and the Ministry of Education, in order to support dissemination of best practice amongst the PSL community and beyond. Guidelines and structure will be communicated to PSL Operator by the Ministry of Education at the start of the School Year. It is hoped these sessions will help create a community of sharing and best practice in line with the objectives and vision of partnering for the betterment of the Liberian education system.

22. Working with CEO and DEOs

- 22.1.** PSL Operators are required to work with DEOs and CEOs as part of their regular school monitoring and inspection activities, in accordance with the guidelines provided in Annex 12. This includes providing timely and appropriate access to school premises and documentation so that DEOs are able to complete their inspection activities in-line with Ministry standards.
- 22.2.** The Ministry of Education will copy PSL Operators in all relevant correspondence e.g. information around PSL Operators Schools with DEOs and CEOs.
- 22.3.** No DEOs or CEOs will have the authority to transfer or remove any teachers or principals from a PSL school without the written consent of the Ministry of Education and the PSL Operator even if it is for an elevation or promotion.
- 22.4.** In those instances where DEOs and/or CEOs are in breach of Ministry guidelines, PSL Operators should escalate the concern to the Ministry of Education, who will actively support resolution.

23. Exit Provision / Termination Mechanism

- 23.1.** PSL Operators may suspend their performance under this Agreement in the event of any act or omission by the GoL that materially impacts on their performance, specifically:
- Any monies payable remain outstanding for longer than 30 days after specific dates agreed in the Agreement or in a subsequently signed addendum;
 - GoL commits a material breach of its obligations as stipulated in this Agreement;
 - The GoL may terminate this Agreement in the event that the PSL Operator commits a material breach of its obligations hereunder.
 - Any termination notice by the GoL served on the PSL Operator or vice-versa will come into effect 1 week after the end of the next Marking Period unless otherwise agreed.

24. Governing Law and Jurisdiction

- 24.1.** This Agreement and the performance of the GoL and PSL Operators hereunder shall be governed and construed in accordance with the law of Liberia.

25. Dispute Resolution Mechanism

25.1. The Parties will adhere to the Protocol for Dispute Resolution (Annex 13) as if it was set out in this document and binding on them.

26. Confidentiality and Next Steps

26.1. The parties agree to negotiate in good faith, on the basis of this Agreement, a funding agreement for Year 2 no less than 4 weeks from the date of this Agreement.

26.2. The parties agree to keep confidential the terms of this Agreement, and any subsequent negotiations between the parties.

27. Signatures

Signed on behalf of Ministry of Education, Government of Liberia:

**George K. Werner
Minister of Education**

Date:

Signed on behalf of [OPERATOR]:

Date:

Annexes

Annex 1 – Operator Schools 2017/18 – final allocation

Annex 2 – Cluster Allocation Process

Annex 3 – Final Verification and Replacement Process

Annex 4 – Approved Academic Calendar 2017/18

Annex 5a – Data Reporting Template

Annex 5b – Financial Reporting Template

Annex 6 – PSL Reporting Schedule 2017/18

Annex 7 – Reporting Metrics and Protocol

Annex 8a – Civil Service Standing Orders

Annex 8b – Teacher Performance Management

Annex 9 – Illustrative Payment Schedule

Annex 10 – Disadvantaged Counties

Annex 11 – Protocol for PSL Operator Communications

Annex 12 – Role of EOs

Annex 13 – Protocol for Dispute Resolution

Annex 14 – HR Roadmap