

## **MEMORANDUM OF UNDERSTANDING**

### **KNOW ALL PERSONS BY THESE PRESENTS:**

This **MEMORANDUM OF UNDERSTANDING (MOU)** entered into by and between:

The **KHMER INSTITUTE FOR NATIONAL DEVELOPMENT (KIND)**, a duly recognized entity established and existing under Cambodian laws, with business office at KIND Office, #458J, Street 24 BT, Sangkat Boeung Tompon, Khan Meancheay, Phnom Penh, Cambodia, and represented herein by its Executive Director, **SENG RITHY** (hereinafter referred to as "**KIND**").

- and -

The **AFFILIATED NETWORK FOR SOCIAL ACCOUNTABILITY-EAST ASIA AND THE PACIFIC (ANSA-EAP) FOUNDATION, INC.**, a duly recognized entity established and existing under Philippine laws, with business office at Pacifico Ortiz Hall, Ateneo de Manila University, Loyola Heights, Quezon City, Philippines, and represented herein by its Executive Director, **REDEMPTO S. PARAFINA** (hereinafter referred to as "**ANSA-EAP**");

### **WITNESSETH:**

**WHEREAS**, KIND is a registered non-profit organization in Cambodia whose main objective is to promote empowerment and participation among Cambodians. It envisions the Cambodians to take part in social development monitoring by building their knowledge and capacity on good governance, advocacy, planning management, democracy enforcement, and family income generation, based on theory and actual implementation

**WHEREAS**, KIND, through its Actions for Education Reform (AER) project, aims to promote good governance and rights to access public service through collecting citizen feedback and advocacy for improving the quality of education in Cambodia.

**WHEREAS**, ANSA-EAP is a registered non-profit organization in the Philippines whose main objective is to promote social accountability in the East Asia and the Pacific region;

**WHEREAS**, ANSA-EAP in partnership with the Department of Education (DepEd), has pioneered the development and implementation of Checkmyschool (CMS) Program;

**WHEREAS**, Checkmyschool (CMS) is a participatory monitoring initiative that aims to improve the delivery of public school services through promoting social accountability and transparency in school

governance. The project has provided access to information and a platform for feedback, and it has engaged various education stakeholders in resolving issues confronting public schools in the Philippines.

**WHEREAS**, KIND and ANSA-EAP are long-term partners in promoting social accountability in Cambodia. Both parties agreed to collaborate in a cross-country learning project to share the tools and experience of conducting CMS in the Philippines, and develop a local adaptation of the project in Cambodia which will be labelled under this agreement as CMS Cambodia;

**WHEREAS**, the proposal for the delivery of CMS Cambodia has been approved and funded by Open Society Foundation (OSF). Related letters and grants had been forwarded by the donor institution indicating that KIND and ANSA-EAP can proceed in the implementation of the proposal with an agreed budget sharing of 50 per cent for each party;

**WHEREAS**, the detailed proposal of the joint project with timeline (see Annex A: Project Proposal), and budget proposal (see Annex B: Budget Proposal) has been agreed upon by both parties. These documents will serve as required attachments to this agreement;

**NOW, THEREFORE**, for and in consideration of the foregoing premises and stipulations hereinafter contained, KIND and ANSA-EAP have agreed to collaborate under the following terms:

**I. NATURE OF RELATIONSHIP**

KIND and ANSA-EAP are co-equal parties who may undertake programs/projects individually and jointly. Individual programs/projects refer to those programs/projects implemented independently by each party. Joint programs/projects involve valuable contributions from both parties, particularly in terms of institutional, technical, and logistical requirements.

**II. STAFF**

KIND and ANSA-EAP may share their staff in designing, proposing, and implementing CMS. The staff in-charge of the joint arrangement must clear their roles and responsibilities with their respective institutions before undertaking any form of service. A terms of reference (TOR) shall be prepared to define the roles of each individual involved in the CMS project.

**III. BRANDING AND GOODWILL**

ANSA-EAP grants KIND the right to use the CMS name and logo in events and materials created under the CMS Cambodia project within the project completion period, and ANSA-EAP retains the exclusive claim as originator of such idea and brand. KIND and ANSA-EAP shall be cited appropriately and represented in all events and materials created under the CMS Cambodia project.

**IV. KNOWLEDGE PRODUCTS**

KIND and ANSA-EAP may claim ownership over knowledge products, in written or audio-visual forms, and published in print, in tri-media or online, created under the joint project. Each party may use these for individual purposes without the consent of the other, but must always duly acknowledge the joint institutional effort involved therein.



## V. MANAGEMENT

KIND and ANSA-EAP shall agree on the management structure and team membership that will run the joint project. Its primary consideration shall be the effective and successful implementation of CMS Cambodia.

## VI. FINANCIAL MATTERS

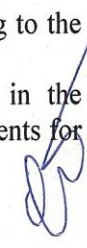
The total amount required for the delivery of CMS Cambodia is ninety thousand dollars net (USD 90,000.00 net) for the period of **1 January 2014 to 31 December 2014**. This will be divided into half: 50% (USD 45,000.00) for KIND and 50% (USD 45,000.00) for ANSA-EAP. The Open Society Foundation (OSF) finances this through an approved grant.

Financial Reports should be submitted by ANSA-EAP to KIND semiannually. The first Financial Report should be submitted at least two weeks before the end of June 2014, and the second report should also be at least two weeks before the end of December 2014.

KIND and ANSA-EAP are both responsible for the delivery of the project in accordance to the approved proposal and as reinstated in this MOU. Detailed budget share is provided in the attached budget proposal to OSF (See AnnexB: Budget Proposal).

## VII. ROLES AND RESPONSIBILITIES OF THE PARTIES

1. For the part of the KIND, the following roles and responsibilities shall be performed:

- a. Provide timely transfer of funds for the technical assistance provided by ANSA-EAP;
  - b. Prepare Terms of Reference and hire staff who will specifically focus in implementing CMS Cambodia;
  - c. Conduct an environment scanning, stakeholders mapping, and learning needs assessment in coordination with the ANSA-EAP's Network Fellow for Cambodia. A copy of these research documents should be provided to ANSA-EAP in English language;
  - d. Identify and coordinate with partners from the government and civil society organizations (CSOs) who will be part of the project;
  - e. Spearhead the learning field visit in the Philippines. This includes the identification of Cambodian participants from the government and citizen groups who will be given the opportunity to experience how CMS Program in the Philippines is done;
  - f. Co-facilitate an online learning facility for CSOs and government participants to aid in the application of the knowledge they acquired from the learning field visit;
  - g. Document and share the experience of conducting CMS Program in Cambodia through online channels, reporting, and regional gathering;
  - h. Translate learning and research outputs into a pilot plan;
  - i. Spearhead the conceptualization and production of the content for the online platform;
  - j. Launch a partnership building and volunteer mobilization program according to the plan developed during the learning field visit;
  - k. Arrange all necessary administrative and financial requirements needed in the conduct of the research, online mentorship, pilot-testing, and travel arrangements for the learning field visit and regional gathering;
  - l. Ensure that financial auditing are instituted;
  - m. Find ways to make the project sustainable in the country;
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- n. Immediately inform ANSA-EAP of any developments that might affect the quality or timeliness of any activity agreed upon;
  - o. Provide monthly updates to ANSA-EAP through a monthly inter-country meeting;
  - p. Develop quarterly progress report with ANSA-EAP's Network Fellow for Cambodia;
  - q. Prepare and submit midterm report to OSF; and
  - r. Conduct a final assessment report with ANSA-EAP. Provide support in the piloting of the Cambodia CMS plan in coordination with the ANSA-EAP's Network Fellow for Cambodia;
2. For the part of the ANSA-EAP, the following roles and responsibilities shall be performed:
- a. Stay abreast of KIND's obligations under the OSF proposal, and institute and manage all necessary arrangements to ensure effective implementation by KIND;
  - b. Organize a regional learning gathering that will showcase the experience of adopting the CMS Program in other countries;
  - c. Institute and manage all necessary financial arrangements to receive, disburse, and account for funds provided by KIND in an efficient and transparent manner.
  - d. Develop and package a case study of CMS Program in Cambodia, which includes environment scanning, stakeholders mapping, and learning needs assessment;
  - e. Based on project implementation evidence, may propose changes to the plan and implement these changes upon approval by KIND;
  - f. Inform KIND immediately of any development that might affect the quality or timeliness of any activity agreed upon;
  - g. Facilitate inter-country meeting through the ANSA-EAP's Network Fellow for Cambodia;
  - h. Prepare and submit midterm report to OSF; and
  - i. Conduct a final assessment report with KIND and selected partners that will be written into a final report to be submitted to OSF.

#### VIII. CONFLICT OF INTEREST

KIND and ANSA-EAP must avoid any issue of conflict of interest in any program or project that they will jointly enter into and undertake. For exceptional cases, both parties will agree on internal arrangements, or create a panel composed of representatives from both parties to discuss and agree on ways to resolve the issue.

#### IX. EFFECTIVITY AND REVIEW

- 1. This MOU will become effective immediately upon signing by the parties, and will be valid for one (1) year;
- 2. This MOU shall cover all activities and related disbursements related to CMS Cambodia;
- 3. Any specific MOU or agreement made between individual parties will be executed in due course, and such will be effective upon signing by the parties.
- 4. This MOU can be extended through an amendment of the proposal and approval of donor institution, depending on the satisfactory performance, and upon mutual agreement by both parties.

#### X. CONFIDENTIALITY

The contents of this document shall strictly be between KIND and IP, and shall not be divulged to other persons unless both parties give their consent.



IN WITNESS WHEREOF, the Parties have set their hands below on 7 day of February 2014 in Phnom Penh, Cambodia.

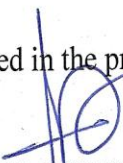
**KHMER INSTITUTE FOR NATIONAL  
DEVELOPMENT**

By



**SENG RITHY**  
Executive Director  
KIND

Signed in the presence of



**KORM CHANRAKSMEY**  
Project Officer  
CMS Cambodia

**AFFILIATED NETWORK  
FOR SOCIAL ACCOUNTABILITY-  
EAST ASIA AND THE PACIFIC  
FOUNDATION, INC.**

By



**REDEMPTO S. PARAFINA**  
Executive Director  
ANSA-EAP



**JECEL CENSORO**  
Inter-country Coordinator of CMS  
ANSA-EAP



