

MEMORANDUM OF UNDERSTANDING

KNOW ALL PERSONS BY THESE PRESENTS:

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

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**");

- and -

The **DEMOCRACY EDUCATION CENTER (DEMO)**, a duly recognized entity established and existing under Mongolia laws, with business office at DEMO office, BAGA Toiruu Streer 44-7, Sukhbaatar District-6, Ulaanbaatar, Mongolia and represented herein by its Executive Director, **UNDRAL GOMBODORJ** (hereinafter referred to as "**DEMO**").

WITNESSETH:

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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;

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

Abasa
WHEREAS, DEMO is a Mongolian non-governmental, non-partisan, non-profit organization that is established in 2002. It envisions a democratic civil society with informed, responsible and active citizens. DEMO's mission is to strengthen civil society through education, promotion of democracy and support of active citizenship.

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WHEREAS, DEMO and ANSA-EAP are long-term partners in promoting social accountability in Mongolia. 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 Mongolia which will be labelled under this agreement as CMS Mongolia;

Undral
WHEREAS, Checkmyschool (CMS) is ANSA-EAP's 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, the proposal, "Monitoring of Education Services in Mongolia through Check My School Score Card" (CMS Mongolia) has been approved and funded by Open Society Foundation (OSF). Related letters and grants had been forwarded by the donor institution indicating that DEMO 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) had been agreed upon by both parties and approved by the OSF as the funding donor;

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

I. NATURE OF RELATIONSHIP

ANSA-EAP and DEMO 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, such as the CMS Mongolia, involve valuable contributions from both parties, particularly in terms of institutional, technical, and logistical requirements.

II. STAFF

ANSA-EAP and DEMO 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 individuals involved in the CMS Mongolia project.

III. BRANDING AND GOODWILL

ANSA-EAP grants DEMO the right to use the CMS name and logo in events and materials created under the CMS Mongolia project within the effectivity of this contract and ANSA-EAP retains the exclusive claim as originator of such idea and brand. ANSA-EAP and DEMO shall be cited appropriately and represented in all events and materials created under the CMS Mongolia project.

IV. KNOWLEDGE PRODUCTS


ANSA-EAP and DEMO 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

ANSA-EAP and DEMO 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 Mongolia project.


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VI. FINANCIAL MATTERS

The total amount required for the delivery of CMS Mongolia 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 DEMO 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 DEMO semi-annually. The first Financial Report should be submitted at least two weeks before the end of June 2014, and the second report should be at least two weeks before the end of December 2014.

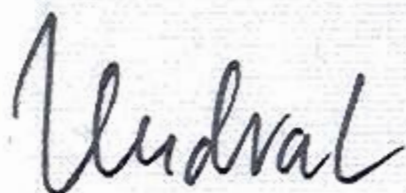
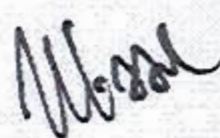
DEMO and ANSA-EAP are both responsible for the delivery of the project in accordance to the approved proposal and as reinstated in this MOU. Detailed budget share is provided in the attached budget proposal to OSF (See AnnexB: Budget Proposal). The budget shall be forwarded by OSF to DEMO in tranches. The schedule and fund sharing shall be followed:

- a. First tranche: USD 45,000.00 net. Divided into half: 50% (USD 22,500.00) for DEMO and 50% (USD 22,500.00) for ANSA-EAP
- b. First tranche: USD 45,000.00. net Divided into half: 50% (USD 22,500.00) for DEMO and 50% (USD 22,500.00) for ANSA-EAP

VII. ROLES AND RESPONSIBILITIES OF THE PARTIES


1. On the part of DEMO, 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 Mongolia;
- c. Conduct an environment scanning, stakeholders mapping, and learning needs assessment in coordination with the ANSA-EAP's Network Fellow for Mongolia. 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 Mongolian 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 Mongolia 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;

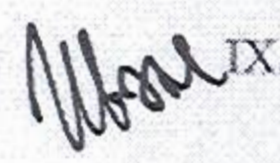


- m. Find ways to make the project sustainable in the country;
- n. Immediately inform ANSA-EAP of any developments that might affect the quality or timeliness of any activity agreed upon;
- o. Provide monthly updates to ANSA-EAP through a monthly inter-country meeting;
- p. Develop quarterly progress report with ANSA-EAP's Network Fellow for Mongolia;
- 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 Mongolia CMS plan in coordination with the ANSA-EAP's Network Fellow for Mongolia;

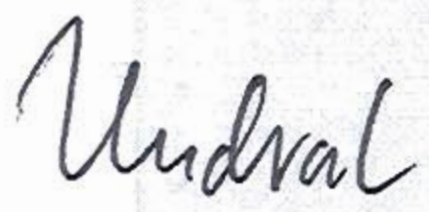
2. On the part of ANSA-EAP, the following roles and responsibilities shall be performed:
- a. Stay abreast of DEMO's obligations under the OSF proposal, and institute and manage all necessary arrangements to ensure effective implementation by DEMO;
 - b. Organize a regional learning gathering that will 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 DEMO in an efficient and transparent manner.
 - d. Develop and package a case study of CMS Program in Mongolia, 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 DEMO;
 - f. Inform DEMO 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 Mongolia;
 - h. Prepare and submit midterm report to OSF; and
 - i. Conduct a final assessment report with DEMO and selected partners that will be written into a final report to be submitted to OSF.

 VIII. CONFLICT OF INTEREST

ANSA-EAP and DEMO 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 Mongolia;
- 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 DEMO and ANSA-EAP, and shall not be divulged to other persons unless both parties give their consent.

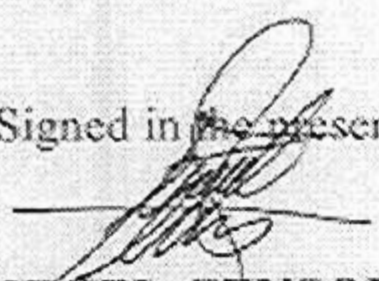
IN WITNESS WHEREOF, the Parties have set their hands below on 12th day of February 2014 in Ulaanbaatar, Mongolia.

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

By



REDEMPTO S. PARAFINA
Executive Director
ANSA-EAP

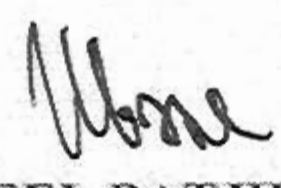
Signed in the presence of:


JECEL CENSORO
CMS Inter-Country Coordinator
ANSA-EAP

DEMOCRACY EDUCATION CENTER

By


UNDRAL GOMBODORJ
Executive Director
DEMO


IVEEL BATJIL
Project Officer
CMS Mongolia Project