

Letter of Agreement

This Letter of Agreement is made on 23rd October, 2012.

Recital

For the avoidance of doubt save for clause 10 below, this Letter of agreement (“LOA”) is not entered into as a formal or legal agreement but is merely a definite expression and record of the purpose and intention of the Parties concerned, to which they each honourably pledge themselves.

Between:

(1) The **Development Partners** herein after referred to as “**DPs**”.

-And –

(2) The **Ministry of Education** of the Republic of the Union of MYANMAR whose registered address is [Building No. 13 Nay Pyi Taw] herein after referred to as the “**MoE**”.

The Parties hereby agree as follows:

3. **Purpose of LOA**

3.1 Whereas the **MoE** has a mandate to educate the population and develop the human resources of MYANMAR, to help deliver a strong national workforce, has called into effect the Comprehensive Education Sector Review, hereafter referred to as **CESR**.

3.2 Whereas the **Development Partners (DPs)** is a group of local and international organizations funding, delivering and promoting educational opportunities, established to work with the MoE on the CESR programme, to review the existing Education system and propose improvements; encourage cultural, scientific, technological and other educational co-operation between MYANMAR and other countries or otherwise promote the advancement of education.

Whereas **MoE** and **DPs**, hereafter collectively known as the parties, are desirous to work together in promoting a range of activities captured under the CCSR process.

4. Scope of Partnership

4.1 The Parties hereby have agreed to cooperate on the 3 phase CCSR programme, as per the agreed CCSR Terms of reference. The three phases are:

- 1. Rapid Assessment**
- 2. In-depth analysis**
- 3. Development of an Education Sector Plan**

4.2 Further, the Parties have agreed to explore additional avenues through which the Parties might enhance and further their mutual aims. The mechanisms will include the Joint Education Sector Working Group.

5. Duration

5.1 This LOA shall be effective from the date of signature and shall remain in force for 2 years from this date or until it is replaced by supplemental letters of Agreement detailing specific terms and projects.

5.2 This LOA may be renewed and or extended subject to the mutual consent of both parties in writing.

6. Publicity

6.1 The Parties will coordinate all public statements and other disclosures with regard to this LOA. Neither Party may enter into any publicity regarding this LOA unless it receives prior written permission from the other Party.

7. Confidentiality

7.1 The parties shall at all times and notwithstanding any termination or expiration of this Agreement hold in strict confidence and not disclose to

any third party Confidential Information for no purpose other than evaluation of a partnership between the parties. The parties shall only permit access to Confidential Information to those of its employees or authorised representatives having a need to know and who have signed confidentiality arrangements or are otherwise bound by confidentiality obligations at least equivalent to those contained herein.

8. Independence and Non-Exclusivity

8.1 The Parties shall act as independent parties with respect to the performance of this LOA. Neither Party shall represent that it is an employee or agent of the other Party, and this LOA shall not be constructed as an agency.

8.2 Nothing in this LOA shall bind or hold either party to deal exclusively with the other and each may, at its discretion, deal with other parties development similar projects to the Framework without limitation.

9. Limitations

9.1 This LOA does not constitute a legally enforceable contract under the laws of the Republic of the Union of MYANMAR or any other jurisdiction. The purpose of this LOA is only to provide a framework within which to examine and consider the potential for the Framework.

9.2 The provisions of this LOA are to be undertaken by the Parties on a best endeavours and non-exclusive basis only and, with the exception of the Confidentiality Undertaking referred to in Clause 7, neither Party shall have any claim, whether legal or equitable, against the other Party, pursuant to any Party purported breach to non-compliance with provision if this LOA.

10. **Liability**

10.1 Save as to the extent required by law, the DPs will have no liability for any loss or injury including death or damage, whatsoever caused or suffered by employees and or agents of MoE arising out of or in connection with this LOA.

10.2 MoE exempts employees and or agents of the DPs from civil liability and acts or omissions occurring in the course of the performance of their duties under this LOA.

10.3 Neither Party shall be liable or obligated to the other Party for any such cost, expense, or liability, except to the extent set forth in any separate written agreement entered into prior to incurring such cost.

10.4 The Obligations set out in this clause shall survive the expiry or termination of this LOA.

11. **Termination/Amendment**

11.1 This LOA may be supplemented and or amended as necessary by mutual consent of both parties in writing.

11.2 This LOA may be terminated by either party upon giving 3 months notice in writing to the other party.

12. **General Provisions**

12.1 The DPs reserve the right to bring additional organization into this agreement for the purpose of work on the CESR after consultation with Taskforce.

12.2 This LOA is a statement of intent only, to provide the general principles and key terms for initial cooperation and negotiation, and shall not be construed as a legally binding agreement.

13. Initial Consensus

13.1 The MOE and DPs have an initial agreement as follows and later agreement during the two years will be done by Record of Discussion:

1. The MOE will provide full time and part time counterparts and full time office staff to function CESR with the support of CTA, Co-ordinator and international Consultants.
2. The MOE will provide formal office building of the Department of Myanmar Education Research Bureau at No. 426. Pyay Road, Kamaryut Township, Yangon Region to use as CESR Office.
3. The salary of CESR government staff will be paid by the government.
4. The expense for renovation of the CESR Office building will be supported by the DPs.
5. The expense of purchasing office equipment, furniture, telephone facilities and cost for the establishment of internet will be borne by the DPs.
6. The CTA, Coordinator and International Consultants will be appointed by DPs with the consultation of CESR Taskforce.
7. CESR Office Operating Cost will be paid by the Government.
8. CESR operation cost (eg. Cost for conducting survey, study, research, etc) will be paid by DPs.
9. The appointment of national consultants will be carried out by the CESR Task force and DPs. The honorarium for national consultants for CESR will be paid by the DPs.

13. Signatures

In witness whereof, the undersigned, being duly authorised by their respective parties have executed this Letter of Agreement to come to force.

For and on behalf on:

Representing

**Representing the Development
Partners**

Ministry of Education

(Dr. Myo Myint)

Deputy Union Minister for Education

(Ramesh Shrestha)

UNICEF Representative

(Michael Hassett)

Counsellor, AusAID

23rd October, 2012