

TERMS AND CONDITIONS FOR PARTNERSHIP AGREEMENT

Education Voucher Scheme (EVS)

This agreement of partnership is made at Lahore on this _____ between Punjab Education Foundation 78 B 1, Gulberg III , M.M. Alam Road, Lahore (hereinafter called the first party _____) _____ and _____ (hereinafter called the second party) and the terms and conditions set forth herein:-

The parties aforementioned mutually, voluntarily and willingly agree that:-

1. That under the Punjab Education Foundation Act 2004 the executing and managing authority of the Punjab Education Foundation (hereinafter called the Foundation) vests with Board of Directors (BOD) so the BOD shall have the sole authority to take all decisions to run EVS Programme effectively.
2. The partnership agreement shall be effective for duration of one year and will be effective after signing of this agreement by both the parties. The partnership agreement may be terminated by the first party anytime on violation by the second party of any terms and conditions of the agreement and the guidelines given by the foundation.
3. That public money is a sacred trust with the first party and it is the statutory responsibility of the first party to ensure that funds are being utilized for the purposes for which they are provided with. Therefore, in the event that second party violating any of the terms and conditions of this partnership agreement and the guidelines the first party reserves the right to withdraw its financial support with immediate effect without serving prior notice to the second party.
4. That the first party will provide funding/agreed financial assistance in the form of vouchers to the partner schools. The funding will be disbursed to the recipient schools through designated branch of bank for transfer of funds after every four months subject to the verified attendance of the students enrolled under EVS program. In case, the school found claiming the fake vouchers, the financial assistance of the said school will be stopped and the partnership agreement may be terminated with immediate effect.
5. That the first party will distribute the vouchers whereas the second party is responsible for timely collection from the voucher holder students and submission of all received vouchers to the EVS office.
6. That the second party shall register itself with the District Registration Authority within one year after entering into partnership with the first party and in default thereof the

first party may discontinue the provision of financial assistance under this partnership agreement.

7. That the second party is hereby held responsible for ensuring the availability of quality infrastructure, furniture and hygienic, congenial and conducive conditions within one year of the date of execution of this partnership agreement.
8. That the amount as financial assistance to be provided to the second party shall be determined/fixed by the BOD on the basis of per child enrolled under EVS program per month to cover tuition fee, stationary charges, paper money and allied charges like laboratory, library, co-curricular activities etc. At the sole discretion of the BOD of the First Party this amount may be increased or decreased due to any consideration.
9. That from the date of execution of this partnership agreement that second party shall not charge any tuition fee from enrolled students in whatsoever form. Notified examination fee by the concerned Board may, however, be collected from the students against a token of receipt.
10. The first party on receiving complaints against the second party of charging fee, fine or any charges whatsoever without taking the prior permission/consent of the first party, or any other violation of this partnership agreement, the first party reserves the right to cancel the partnership agreement forthwith without giving any prior notice or impose penalty.
11. That the first party will administer first Quality Assurance Test (QAT) of the students of the second party within One year of signing of the partnership agreement to assess eligibility for continued financial assistance under this partnership agreement. That the first party reserves the right to conduct surprise/planned QAT of second party at any time during academic year.
12. The second party is required to maintain quality standards by ensuring the students of the school to pass the Quality Assurance Tests (QATs), as per criteria fixed by BOD of PEF, conducted by, or on behalf of, the first party. In case of two consecutive failures of the second party in passing of these QATs, the first party reserves the right to immediately terminate any financial assistance or even terminate the partnership agreement without serving any prior notice to the second party.
13. Performance of the second party shall be evaluated periodically, however, the second party shall ensure improvements in infrastructure, faculty, academic and co-curricular activities, as per guidelines provided by first party. The second party shall be evaluated on the basis of enrolment-attendance gap, retention of EVS students, promotion to

senior classes, and improvements in students' learning outcomes. If annual performance results are below standards defined by first party, the first party reserves the right to immediately terminate any financial assistance or even the partnership agreement without serving any prior notice to the second party.

14. That in case of misrepresentation of facts or false information on any account by first party, or in case of any other false statement as verified by PEF through its monitoring and evaluation section or concerned staff by conducting physical inspection inquiry of facts or documentation maintained by the school or based on testimonials of students or teachers of the second party, the first party shall reserve the right to discontinue forthwith any financial assistance or even terminate the partnership agreement without serving any prior notice.
15. That the physical infrastructure of school in terms of building, class rooms, toilets, library and laboratories in case of elementary and secondary schools must be hygienic, congenial, conducive and airy according to the standards specified by the first party. Information regarding any changes made in the present building infrastructure shall be communicated to the first party on monthly basis along with the earlier verified report of PEF.
16. That the first party reserves the right to carry out class-wise random inspections to check/verify of earlier reported enrolment, improvements made in the infrastructure and standard of cleanliness and hygiene at any time without serving the prior notice during the working hours of the school run by the second party. Students, teachers and other school staff may also be interviewed and must be directly accessible to the representatives of the first party even in the absence of the second party or its representatives.
17. That the second party must ensure that the students of all relevant classes appear in the annual tests conducted by the Punjab Examination Commissions (PEC), Board of Intermediate & Secondary Education or any other institution recommended by the BOD. The second party will submit whatever information the first party requires with respect to PEC examination including results etc. The second party will be permitted to collect notified fee, from the students, required by the concerned Board for participation in the said examination.
18. That this agreement is non-transferable, in case of sale of school to a third party this partnership agreement will stand cancelled automatically. In case of any default pertaining to the title of ownership of the school, partnership of the owners, or any relevant dispute/civil litigation, thereof, regarding the second party, that develops

before or after entering into this partnership agreement. The second party shall not change or amend the name of school as given in the registration, application and title used in partnership agreement. In such conditions, the first party may cancel the partnership agreement unilaterally without serving the prior notice to the second party.

19. That if any dispute, disagreement, reference or question at anytime arises between the parties during the period of agreement the aggrieved party may refer the matter to MD of the first party. Aggrieved party shall be given an opportunity of being heard. The decision of the MD of the first party will be final and binding on both the parties.
20. That this agreement is executed to provide financial assistance under EVS only to the second party on the approval of the BOD of the first party. That the partnership agreement shall be terminated by the first party on violation of any stipulation or terms or conditions by the second party of this signed agreement and guidelines. The first party reserves the right to take any legal action or to initiate proceedings under the concerned law or signed partnership agreement including penalty or cancellation of the partnership agreement in case that it is proved that the second party is malafidely involved in any activity amounting to defame the name and reputation. Good will and cause of the first party or depending upon the nature of the violation on the cost of the second party.