

Memorandum of Understanding

Between

Ministry of Education
Government of Liberia

and

Bridge International Academies
(incorporated in United States under the name New Globe Schools, Inc)

This Memorandum of Understanding (MOU) sets the understanding between Ministry of Education, Government of Liberia and Bridge International Academies as well as specific responsibilities and of each party to ensure that all children are able to become literate and numerate regardless of age, and that future generations of Liberia are set on a new path through an innovative public private partnership that will see private providers with proven results in literacy and numeracy, or providers with experience in comparable situations to what Liberia faces today, contracted to serve as the pilot cohort of publicly financed, privately managed public schools. These schools will be judged in comparison with traditionally managed public schools. The Pilot Schools are public schools, but are managed with autonomy within the existing laws to deliver on improved learning gains to benefit each child, and the country.

Table of Contents

1. Background and Overview of the Pilot Project.....	2
2. Capacity Building	3
3. Scope of Services Delivered by Operator under this MOU.....	3
4. Timeline.....	6
5. Measuring Pilot Project Results	7
6. Availability of Data and Reports	7
7. Expansion of Pilot	8
8. Core Terms of Engagement	8
8.2. Teachers for the Pilot project.....	8
8.3. Selection of Locations for the Pilot project	9
8.4. Daily Timetable and Annual Calendar.....	10
8.5. Curriculum Compliance.....	10
8.6. Pupils Enrolled in Pilot School	11
8.7. Eligibility for participation in other Ministry and donor-driven programs	11
8.8. Provision of ancillary services and materials.....	11
8.9. Pilot project Support Staff.....	12
8.10. Principals	Error! Bookmark not defined.
8.11. Pilot Branding	12
8.12. Coordination between GOL and Operator	12
8.13. Intellectual Property.....	14



9. Costs.....	14
10. Key Financial and Non Financial Contribution of Government of Liberia.....	17

1. Background and Overview of the Pilot Project

- 1.1. It is the obligation of the Government of Liberia (GOL or Government) to ensure that every child can actualize his or her right to basic education by having access to publicly financed schools, without cost beyond the parent's contributions to the tax-base of the country. After more than a decade of civil war, post-conflict stress, and the Ebola health crisis in 2014-2015, despite significant support from multi-lateral partners such as the GPE and bi-lateral partners such as USAID to drive significant program changes in teacher training and resource procurement, Liberia's children remain with a right to quality education that is unrealized.
- 1.2. It is a significant success of the Government that now 1.5 million children are now enrolled in school. Yet, only 20% of children who enroll in Primary 1 complete Senior Secondary, or Grade 12. Even of those Primary 1, over 50% are joining school between 3 to 6 years late. 2/3 of girls 15-24 are illiterate, and 1/3 of boys. Without a radical change in the existing strategy of the Government of Liberia, it is unlikely that a child's right to quality education will be actualized in this generation even in the capital of Monrovia, let alone across the country.
- 1.3. The future of Liberia depends on the education of its children under-18 years old today. Due to the significant overage population in primary school and the out of school population, an inclusive national school campaign to ensure literacy of all children by 2021 would effect almost 50% of the total population of Liberia.
- 1.4. The Government of Liberia's Pilot Project is structured to ensure that all children are able to become literate and numerate regardless of age, and that future generations are set on a new path by ensuring that children enroll in both early childhood and primary school at the recommended and required ages.
- 1.5. The Pilot Project is part of a wider Public-Private Partnership initiative. The Pilot Schools are public schools, but are managed with autonomy within the existing laws to deliver on improved learning gains to benefit each child, and the country.
- 1.6. The Government is committed to free basic education. Every child has the right to go to school, and that means that basic schools must be free. Public private partnerships differ from privatization, as the public schools will remain under Government control and will not charge fees to parents for tuition or school services.
- 1.7. The Government of Liberia seeks to contract with Bridge International as they have a proven model of school management, teacher support, and use of instructional materials that together deliver significantly improved literacy and numeracy gains as compared to the existing public system, at a price point that may be affordable based on current and forecasted budgets. The government will also engage with other providers. By 2021, the Government of Liberia expects to have achieved over 90% literacy rates, enroll 90% of children in school on time, and have near gender parity in learning outcomes. Through the Pilot Project, Liberia will be quickly "Getting to Best" across the continent of Africa, and setting an example globally that will be emulated.
- 1.8. As such, the Pilot Project fulfills 7 of the 9 core principles of the Government's 2015 "Getting to Best" National Education Sector Plan:
 - 1.8.1. National Roll-out of Early Grade Reading Assessment: the Pilot will be part of the national roll-out of EGRA as a diagnostic measurement of literacy mastery, or will lead the national roll-out of EGRA by using this instrument for baseline and end-line M&E.

- 1.8.2. Qualified teachers with the skills to Improve Learning outcomes: the Pilot will assess existing civil service teachers, certified but unemployed teacher candidates, and other candidates that meet requirements according to the Pilot. The pilot will give preference to the teachers in the school they are taking over and will test them first. The government will approve the test and when it can be administered to ensure this is aligned with the national testing of all teachers. We would like to avoid double testing. All teachers will be assessed with the same instruments, approved by government, and pupil growth will be measured over the course of the Pilot so that the Ministry can validate the quality of education provided by teachers with various histories of preparation in order to use data-driven decision-making to drive Government definitions of what is required to be a qualified teacher.
- 1.8.3. Supported and motivated teachers who will improve learning outcomes: integral to the Pilot is a dramatic shift in the behavior of the teaching force, which will require significant work with teachers to understand the root causes of lack of will to perform according to the Teacher Code of Conduct, and to ensure a renewal to the calling and profession of teaching
- 1.8.4. Improving Girls learning outcomes: the Pilot will put specific attention on girls' learning, and measure enrollment, attendance, and learning outcomes by gender, while ensuring a positive learning environment for girls, as well as boys
- 1.8.5. Laying the foundation with Early Childhood Education: the Pilot may include three years of Early Childhood Education, starting with 3 year olds. Developing a School Readiness Assessment with integrated core literacy and numeracy skills for use by the Ministry countrywide will be part of the Pilot.
- 1.8.6. Ensuring that schools and teachers have the resources they need to improve learning: critical to the Bridge element of the Pilot is the development of teacher and learner resource materials, including daily teachers guides, for use in 3 grade levels of Early Childhood Education and 6 grade levels of Primary Education, across at least 5 subjects: English, Mathematics, Science, Social Studies, and Moral Education. Age appropriate guides and programs for Physical Education and Co-Curriculars will also be developed.
- 1.8.7. Ministry and school made accountable for learning: critical to the Pilot are two formal M&E programs; first, use of EGRA/EGMA to measure learning growth in the early grades; second, the creation of an initial examination set for use in Grade 3 and Grade 6.

2. Capacity Building

- 2.1. The Pilot affecting 50 schools and some 20,000 children will ensure that capacity is built among teachers and principals within these schools. The Pilot will also ensure that lessons learned on management, curriculum, materials use, and learning practices are shared with the Ministry.

3. Scope of Services Delivered by Operator under this MOU

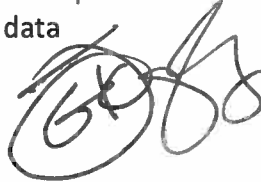
3.1. Personnel

- 3.1.1. Teachers selected to teach pilot schools and become change-makers in a new school environment will be selected in cooperation with GoL and will meet Liberian certification standards in line with the education laws and policies of Liberia.
- 3.1.2. Principals selected to manage pilot schools and become leaders and change-makers in their schools and communities will be selected in cooperation with GoL and will meet Liberian certification standards in line with the education laws and policies of Liberia.
- 3.1.3. Fully train teachers to be prepared to use positive discipline and classroom management procedures to effectively manage to excellence a class of 55 pupils.



- 3.1.4. Fully train principals to be effective school leaders, and managers and supervisors of teachers in the school, as well as concern for the welfare of the pupils and engagement with the community.
- 3.1.5. Maintain a substitute teacher and principal pool for coverage in case of absences
- 3.1.6. Performance manage and supervise staff at every pilot academy to deliver on learning outcomes
 - 3.1.6.1. This also includes ensuring accountability for attendance delivery using Bridge's technology platform for monitoring attendance and instructional delivery
- 3.2. Instructional Materials, Guides and Teacher Technology
 - 3.2.1. Work with the Ministry on full curriculum review to ensure that the revised Liberian National Syllabus takes into account global best practices on age-appropriate content and pedagogy, to ensure lessons learned from Operator expertise are shared nationally and benefit all children in Liberia through the new curriculum.
 - 3.2.2. Develop and prepare lesson guides for each subject of each day, ensuring every teacher has the core content, pacing, and activities for the day at her fingertips
 - 3.2.3. Teachers lesson guide subject areas include: English, Mathematics, Science, Social Studies, and Moral Education. Age appropriate guides and programs for Physical Education and Co-Curriculars will also be developed.
 - 3.2.4. Supply each teacher with an e-reader tablet running Bridge's suite of operating system and applications to which all lessons and teacher resource library will be published
 - 3.2.5. Producing and Procuring all teacher and learner materials integrated to the daily per subject lesson guides. Such materials include textbooks, homework books, classwork books, learning-aides and manipulatives to be used in classrooms.
- 3.3. Measurement & Evaluation
 - 3.3.1. Implement a mutually agreed upon internal M&E program with baselines culminating in an end-line at the end of the year. This must include comparison with a control group of schools
 - 3.3.2. Report back the results of the internal M&E program back to the Ministry for review
 - 3.3.3. Support and agree to external M&E program with baselines culminating in an end-line at the end of the year
 - 3.3.4. Report back the results of the external M&E program back to the Ministry for review
- 3.4. Operating System Technology
 - 3.4.1. Prepare and deploy an integrated operating system that tracks teacher and student attendance, teacher use of lessons, and student assessments, ensuring a robust and productive accountability system is in place
 - 3.4.2. Supply each principal with a smartphone running Bridge's Academy Manager applications to ensure smooth operations at each pilot school
- 3.5. Operational Support
 - 3.5.1. Ensure quality assurance through an audit field team and continuous professional development coaches visiting each school at least monthly for full day engagements
 - 3.5.2. Ensure operational support through responsibility for supply chain, financial management, customer care call centers, and other established methods and processes in other countries where Bridge operates
- 3.6. Community Engagement
 - 3.6.1. Ensure community engagement in the new center of excellence by conducting extensive community outreach
 - 3.6.2. Recruiting out of school children back to school
 - 3.6.3. Demonstrating community engagement by achieving class sizes of a minimum of 30 and a maximum of 55.

- 3.6.4. Ensuring increasing gender equality for girls throughout all Pilot schools, with specific outreach to girls and ensuring a girl-friendly environment
- 3.6.5. Forming a PTA at each Pilot school, with at minimum one parent representative from each grade-level, all teachers, and community leaders. The roles and authority of the PTA will be agreed with the GoL.
- 3.7. Operate and Manage 50 Pilot Schools throughout the 2016-2017 academic year
 - 3.7.1. Using all of its in-school field-based and back-office teams along with its technology, and academic and operating systems and support, Operator will successfully manage and operate all the pilot schools throughout the 2016-2017 academic year
 - 3.7.2. Pilot schools will operate with three years of ECD and grade 1 through grade 6.
 - 3.7.2.1. For ECD, this will be one of the first projects offering free ECD education at scale.
 - 3.7.3. As discussed in the MOU section "Project Governance and Reporting", Operator will provide back to GOL a series of reports, data and information before and throughout the operations of the pilot school to ensure that GOL can stay on top of monitoring the Pilot project, including all enrolment, attendance and assessment data

A handwritten signature or set of initials in black ink, appearing to be 'GOL' or similar, located below the text of item 3.7.3.

4. Timeline

4.1. See indicative timeline in workplan chart for pilot project below (note as the project commences, specific capacity building details will be included, and changes to specific timelines may occur):

		Timeline																					
		Apr-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	
		Commitment	Pre-Launch					First Academic Year					Second Academic Year										
Output	Activity																						
Commitment Stages																							
	Operator and GOL sign MOU																						
	GOL's funding partners raise initial pre-launch commitment amount of \$3.0M																						
Commence Team Building																							
	Leverage existing global staff at Bridge International Academies to help hire, train core support, oversight and monitoring teams in Liberia																						
	Liberia and Global support team hired, trained and operating																						
Research, Monitoring & Evaluation																							
	Detailed surveys conducted in representative target areas (understanding teacher profile, community education perceptions, school perceptions, etc)																						
	Modifications to Bridge International Academies Monitoring & Evaluation Programme to design Liberia pilot programme evaluation																						
	Baseline Administration, Data Collection, Analyzing and Reporting																						
	Endline Administration, Data Collection, Analyzing and Reporting																						
Instructional Materials & Curriculum																							
	Analysis of curriculum and plan for the development of appropriate instructional materials for Pilot Schools																						
	Development of Scope & Sequence for Pilot Programme																						
	Development of Instructional Materials (textbooks, homework books, classwork books and Teacher Guides)																						
	Detailed data collected based on test performance and observations in order to inform Teacher Guide improvements for this Pilot Programme																						
	Ongoing modifications to Teacher Guides and materials based on feedback data																						
Development of Teacher Selection Profile and Process																							
	Work with Ministry to identify potential regions (e.g. Monrovia) for location of the pilot schools																						
	Initial research and investigation to create draft list of locations																						
	Final research and list of locations finalized.																						
Selection, Training & Induction																							
	Evaluation undertaken of skillset of potential teacher candidates within target communities																						
	Modifications made to current approach of local recruiting and induction training based on the evaluation																						
	Undertake local selection, vetting and staffing in Pilot School Locations																						
	Induction training programme held for teacher and head teachers																						
	New teachers and head teachers placed in pilot schools																						
	Additional selection and trainings take place (if needed for staff turnover)																						
Software Customization																							
	Evaluation of local banking or mobile payment system and recommendations made to modify current billing & payment software																						
	Initial Updates and modifications based on modified school calendar, schedule, operational systems																						
	Initial Modifications to software to work with mobile infrastructure, and connected to infrastructure partners (mobile companies, banks)																						
	Initial Updates to all proprietary applications, including smartphone app, tablet app, backend ERP, payment system, training & recruiting platform, SMS tools, and Initial Update customized reporting services tools																						
	Ongoing work to support technology infrastructure for Pilot Programme																						
Community Engagement																							
	Kickoff engagement with parents and local stakeholders to ensure that launch of pilot programme has community and parent support.																						
	Ongoing engagement with parents (through PTAs) and community stakeholders																						
Back Office and Operational Infrastructure																							
	Customisation of existing operational processes and systems to establish for Pilot Programme context																						
	Hiring and building out back office and operational support teams, and operational support Pilot Programme																						
Launch and Grand Opening																							
	Pre-opening and Grand Opening Celebration held for pilot academies																						
	Pupil Enrolment for pilot academies																						
	Ongoing operation of pilot academies																						
	Pre-opening and Grand Opening Celebration held for 300 expansion academies (assuming results)																						
	Pupil Enrolment for 300 expansion academies (assuming results)																						
	Ongoing operation of 300 expansion academies (assuming results)																						

5. Measuring Pilot Project Results

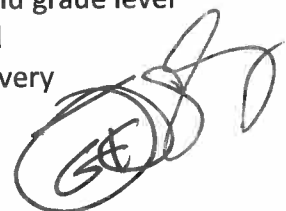
- 5.1. Based on the needed timing for the Ministry to ensure successful expansion of the pilot, GOL and Operator agree to create two sets of Pilot Project Results Measurements - one after the first semester based on proxy indicators that are correlated with outcomes, and one set at the end of the first academic year. All such indicators and outcomes will be measured and reported by Operators back to GoL for evaluation and discussion. Outcomes will also be monitored in a comparator group of schools.
- 5.2. First semester proxy indicators correlated with outcomes:
 - 5.2.1. teacher attendance throughout semester, broken down by pilot school location
 - 5.2.2. pupil attendance throughout semester, broken down by pilot school location
 - 5.2.3. Gender Parity Index, measuring gender equality for girls
 - 5.2.4. # of books per classroom during physical inspection, broken down by pilot school location
 - 5.2.5. Effective number of hours of actual teaching time implemented in a day, broken down by pilot school location
- 5.2.6. It is expected that in addition to Operator reports, the GOL will conduct regular site visits for both learning, observation, and audit
- 5.3. End of first academic year result measurements

GoL will establish standards with ability to adjust given reasonable explanation. Measurement & Evaluation plan will be shared prior to the beginning of the academic year, Operator will measure both a baseline and an end line measurement in both Literacy and Numeracy. Operator will report:

 - 5.3.1.1. Literacy growth over baseline overall and broken down by pilot school location
 - 5.3.1.2. Numeracy growth over baseline overall and broken down by pilot school location

6. Availability of Data and Reports

- 6.1. In order that the GOL and other potential operators in future expansions can ensure continuity of learning from this pilot, in addition to all of the meetings and reports to be shared by Operator (listed under MOU section "Coordination between GOL and Operator"), all of the following information can be used and shared freely by GOL, including with other potential operators for future expansion:
 - 6.1.1. All Measurement & Evaluation data shared with GOL including baseline and endline data for both Literacy and Numeracy, broken down by pilot school
 - 6.1.2. All analysis and reports of the Measurement & Evaluation data shared with GOL
 - 6.1.3. Results of pupil placement exams when they enter pilot schools for class placement, broken down by grade level and pilot school
 - 6.1.4. Data on all pupil enrollment characteristics. This includes but is not limited to
 - 6.1.4.1. Name
 - 6.1.4.2. Age
 - 6.1.4.3. Previous school type
 - 6.1.4.4. Desired class level
 - 6.1.4.5. Parent contact information if any
 - 6.1.5. Operational data shared with GOL, including
 - 6.1.5.1. pupil attendance rates, broken down by pilot school and grade level
 - 6.1.5.2. teacher attendance rates, broken down by pilot school
 - 6.1.5.3. any data on teacher compliance with instructional delivery



- 6.1.6. Data or report on the pass rate of teachers applying and being selected into pilot schools during the selection process
- 6.1.7. Data or report on the student growth delivered by each type of teacher, and by location

7. Expansion of Pilot

- 7.1. By June 2016, GOL and Operator will agree upon definition of successful thresholds on the first semester proxy indicators and definition of success learning outcomes for expansion.
- 7.2. If GoL decides to continue or expand the Partnership Schools for Liberia after the pilot, the Operator will be allowed to continue operation of initial 50 PSL and bid for additional schools in the PSL program.

8. Core Terms of Engagement

- 8.1. In order to ensure a smooth functioning of the pilot project, this MOU sets out core terms of engagement between Bridge and GOL on the issues that are most critical for the pilot project success.

8.2. Principals and Teachers for the Pilot PSL project

- 8.2.1. Principals and Teachers on GOL Salary, No Termination if Not Accepted by Pilot Schools, Instead Transfer within Civil Service
 - 8.2.1.1. All teachers in the Pilot Schools will be existing teachers in the employment of GOL with at minimum a C-Certificate.
 - 8.2.1.2. For each pilot school, Operator will advertise the job openings for principals and teachers for the pilot school for the 2016-2017 academic year, to all existing principals teachers at the school and to teachers in nearby communities. No teacher, including those who are already teaching at the existing school will be guaranteed to be selected into the pilot project.
 - 8.2.1.3. The process will be a “double opt-in” in that teachers will have to volunteer to be part of a pilot school, and the operator will have the authority of selection to opt-in as to who will be selected. Since the hours of operation, standards of the job will be quite rigorous, it is necessary that it is a “double opt-in” process.
 - 8.2.1.4. Every principal teacher will be subjected to a rigorous selection, testing and interview process, which will result in *some* teachers being offered a role and others not being offered.
 - 8.2.1.5. For principals and teachers from the existing school who are not offered a role in the pilot project at that school, GOL will place or staff them in an alternative location that is not part of the pilot project.
 - 8.2.1.6. In addition to teachers assigned to specific classrooms, the Operator will use its tested-model that requires that the pilot project employ a certain number of permanent substitute teachers that are regionalized and clustered to cover for absenteeism. Such costs were built into the budgetary proposal provided.
 - 8.2.1.7. All principals teachers in the pilot project will be paid according to the same GOL salary scale as was paid to them before the pilot project.
 - 8.2.1.7.1. An addendum will be added to this MOU or future agreement that details out the exact salary scale for teachers that are employed by GOL, including if there are any differences for ECD vs Primary.

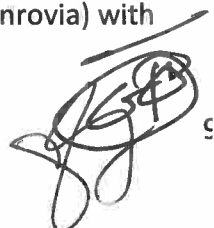


8

- 8.2.1.8. Once accepted to be a principal and teacher in a pilot project school, every teacher will be subject to the rules, standards and code of conduct operated at the pilot school which will be agreed with MoE and follow civil service code of conduct.
- 8.2.1.9. Should the operator need to remove a principal or teacher from the pilot school for not complying with the pilot school's rules, standards and code of conduct, or general performance, Operator will inform GOL and GOL will transfer the teacher to a non-pilot school location. GoL and Operator will agree on code of conduct and reasons for separation of teachers from the pilot schools and the timeframe for GoL to transfer teachers or principals to a non-pilot school.
- 8.2.1.10. Operator will have trained additional potential principals and teachers from each location, so that in case of a teacher needing to be removed from a pilot school, the Operator will select one of the already trained non-hired teachers to be assigned to the pilot school by GOL.
- 8.2.1.11. GOL and Operator will work in good faith to achieve the best teaching force possible for the Partnership Schools, and as needed, adjust the terms of this section to ensure success of the pilot by mutual agreement.

8.3. Selection of Locations for the Pilot project

- 8.3.1. Operator and GOL will agree on the selection and location of the 50 pilot schools.
- 8.3.2. The assumption is that each of the 50 schools is a single stream, meaning one classroom each for each grade-level. If a school has 2 classrooms for each grade-level, this would count as 2 schools against the total Pilot count of 50 schools. If a school has 3 grade-levels that have 2 streams, this would count as 1.5 schools. This is due to the cost of the Pilot having been calculated given personnel and procurement costs for 50 single stream schools, or 450 classrooms.
- 8.3.3. Pilot School locations must meet at least the following minimum standards
 - 8.3.3.1. Sufficient enclosed classrooms for the target population (a minimum of 9 classrooms that can support class sizes of 45 or 55 pupils, as decided by GoL) in a single session each day.
 - 8.3.3.2. Acceptable quality of the physical structure (floors, walls, windows)
 - 8.3.3.3. Sufficient number and acceptable quality of pupil desks (seating for 45 or 55 children per classroom minimum)
 - 8.3.3.4. Pit Latrines are present in sufficient quantities and quality
- 8.3.4. In order to ensure that Pilot Schools can attract sufficient numbers of children, Operator and GOL will agree on the location. Operator may deploy Community Insight research team in areas where there are questions about why certain school locations might be currently depopulated prior to selection being finalized to increase enrollment in under enrolled schools.
- 8.3.5. In order to give the pilot project the greatest chance of success, some number of the recently GPE-funded schools that were built/refurbished will be included in the pilot project.
- 8.3.6. In order to test out the impact of when schools are new to the community vs already been existing, it is desirable to include some schools in the pilot that may have just recently been built (if any) in which the pilot project would be the first academic year in which these schools would be opened.
- 8.3.7. In terms of geographic locations, these also will be decided in concert between GOL and Operator with the following goals and constraints in mind:
 - 8.3.7.1. In order to increase the likelihood of the pilot project success in this pilot phase, the majority of schools selected shall be in a single large urban area (such as Monrovia) with



access to data-enabled cell service. In addition, the schools should be clustered within urban areas to ensure cost-effective oversight and physical distribution.

8.3.7.2. It is recognized that there is an advantage in this pilot project to also experiment in areas outside of the core urban areas. As such in agreement between GOL and Operator, a small number of the locations of the initial pilot may be selected in peri-urban or rural areas that still have access to data-enabled cell service, and reasonable logistical access for support, monitoring and supplies.

8.3.8. An addendum will be added to this MoU listing the location and specific details of each location for each school that is enrolled in the pilot for Partnership Schools for Liberia.

8.4. Daily Timetable and Annual Calendar

8.4.1. It is important in delivering the greatest learning outcomes for pupils enrolled in pilot schools that pilot school are allowed flexibility in terms of creating a daily timetable and an annual calendar, including (but not limited to):

8.4.1.1. Ensuring that pupils at the pilot school have access to a full day. This requires that there is a single session for one set of pupils all day (it is anticipated that the schedule is likely to run from approximately 7:30am to 3:30pm, with time on Saturdays as provided as an optional service). Thus, there cannot be a second session or time splitting of the school. If the school chosen as a location for the Pilot School already has a split schedule or double session, then either GOL will reassign the additional children who can't be accommodated in a single session to a nearby academy, or cater for additional classroom construction to accommodate the pupils at the school during a single session.

8.4.1.2. It is possible that the Operator will create an annual calendar that includes additional days of class compared to the current academic calendar. In all cases, pilot schools will follow nationally recognized holidays

8.4.2. Operator will present the proposed timetable and annual calendar to the technical committee at the Ministry for approval (as discussed in the Governance and Reporting section in this MOU).

8.5. Curriculum Compliance

8.5.1. All pilot schools will use instructional materials that are compliant with the national curriculum but flexibility will be allowed in the pilot project for:

8.5.1.1. Enhancing and adding additional topics and skills to be covered that are not contemplated in the national curriculum (for example speech or debate) but are not inconsistent or in conflict with the existing national curriculum.

8.5.1.2. Particularly in the early part of the year, but potentially throughout the year, allowing pilot schools to put additional emphasis and time allocation on basic literacy and numeracy until basic literacy and numeracy rates are achieved. This is done in order to ensure that other subjects can be taught with real comprehension.

8.5.2. As the GOL is in the process of reviewing and adjusting the national curriculum, ensuring Operator participates in such a review as a key partner who will have thoughts and ideas to contribute to the review, as well as so Operator can already have a view as to how such instructional materials might need to be adjusted over time depending on what is decided during the curriculum review process.



8.6. Pupils Enrolled in Pilot School

- 8.6.1. Operator will endeavor to allow all pupils who are currently studying at selected schools and as many additional pupils from the community as possible to be able to benefit from being educated at pilot schools, and will confirm selection process with MoE to ensure no discriminatory processes.
- 8.6.1.1. All pupils (including those already studying at selected locations) will be required to take placement examinations. These placement examinations will be needed in order to ensure that pupils can be placed in the right class and not for selection for pilot schools. Pupils will be supported in the greatest way in their learning but not denied access to pilot schools. As such, based on pupil placement tests along with their age, pupils will be placed into classes by the pilot school. Such class placements may be different than their previous class placements before the pilot project began.
- 8.6.1.2. Operator may propose that significantly overage pupils (ages 15-18+) be placed in a separate "catch up" program run by the Operator at the same pilot school.
- 8.6.2. Pilot schools will be limited to a class size of 55 pupils in a single session (with NO double session or schedule/splitting taking place). If there are more pupils already attending a class in a pilot school location, GOL will either reassign the additional children who can't be accommodated in a single session to a nearby academy, or cater for additional classroom construction to accommodate the pupils at the school in a single session.
- 8.6.3. The parents of all children in a pilot school will have to "opt-in". This is important as the pilot schools will operate on a longer schedule and may have different expectations than the previous school. As such, it's important for community and parent engagement, that the parents of the children are explicit in their desire to attend one of the pilot schools.
- 8.6.4. For all pilot schools, all existing pupils who had previously been learning at the school prior to it becoming a pilot school location will have the first right (subject to space constraints) to attend the pilot school. Parents of other pupils who live within walking distance will be allowed to apply for admission as well. A mechanism for fair allocation of additional seats will be created in cases of over demand for seats at the pilot school which will be approved by GOL.

8.7. Eligibility for participation in other Ministry and donor-driven programs

- 8.7.1. Because all pilot schools are Ministry public schools, all pilot schools will be eligible (and hopefully given preference) for participation in programs that may be run by the Ministry or its donor partners.
- 8.7.2. Examples of such programs might include lunch programs (World Food Program), distribution of school materials like backpacks, school materials, health programs, school rehabilitation grants (GPE) and more.
- 8.7.3. Operator will work closely with the Technical Committee in the Ministry to ensure close coordination and collaboration on all potential programs.

8.8. Provision of ancillary services and materials

- 8.8.1. To ensure clear expectations around the pilot project, the following services and materials are not being included as part of this pilot project:
- 8.8.1.1. Transport to and from school. If any additional transport services are required by parents for their children to attend a pilot school, then any provision and cost of provision of such services will be borne by the parent.
- 8.8.1.2. While all core learning materials (e.g. shared textbooks, homework books, classwork books, manipulative, teacher guides, etc) are provided to pupils as part of the pilot project, pupils will be expected to provide their own:

- 8.8.1.2.1. writing instrument and pencil erasers
- 8.8.1.2.2. blank exercise books
- 8.8.1.2.3. Toilet paper
- 8.8.1.2.4. Other similar items that are already expected of the pupils in current public school.

8.9. Pilot project Support Staff

- 8.9.1. Operator will need to hire a large in-country team across many different departments to implement the pilot project.
- 8.9.2. As discussed in the “Contribution of GOL” section of this MOU, MOE will help with dissemination of its job openings, and support the application for any necessary work visas for non-Liberians.
- 8.9.3. Operator will have full discretion for hiring decisions and selection of suitable candidates.

8.10. Pilot Branding

- 8.10.1. The pilot schools will be called Partnership Schools for Liberia. GoL and Operator will agree on branding for Partnership Schools for Liberia operated by Operator under this MOU.
- 8.10.2. The branding for the Operator-operated pilot project schools will represent Liberia and the Ministry of Education in addition to the pilot project.

8.11. Coordination between GOL and Operator

- 8.11.1. Tight coordination and collaboration between Operator and GOL is critical for success in a project of this scale and importance. As such, this section of the MOU outlines the expected communication and collaboration.
- 8.11.2. The Ministry will constitute a Technical Advisory Committee within the Ministry for the purposes of being the primary contact with Operator for this pilot project.
- 8.11.3. Operator and Technical Advisory Committee will meet on a monthly basis to discuss status of the project, open questions, present reports at the conclusion of each stage (defined below) of implementation.
- 8.11.4. Reports will be presented for each of the following:

Report	When is it presented for discussion
Results of Teacher and Principal recruitment and selection	2 weeks after the conclusion of Teacher and Principal selection
Results of Teacher and Principal induction training program	2 weeks after the conclusion of Teacher and Principal induction training
Pupil Enrollment Report	Initial Report in 2 nd week of school; final report at end of first month of school
Measurement and Evaluation Baseline Report on pupil characteristics	30 days after M&E baseline evaluation is conducted (expected to occur during first 90 days of school)
Semester summary of operational data including teacher attendance, pupil attendance, instructional oversight (such as number of lessons delivered), teacher or principal turnover, summary of engagement	30 days after the conclusion of each academic semester

- 8.8.1.2.1. writing instrument and pencil erasers
- 8.8.1.2.2. blank exercise books
- 8.8.1.2.3. Toilet paper
- 8.8.1.2.4. Other similar items that are already expected of the pupils in current public school.

8.9. Pilot project Support Staff

- 8.9.1. Operator will need to hire a large in-country team across many different departments to implement the pilot project.
- 8.9.2. As discussed in the “Contribution of GOL” section of this MOU, MOE will help with dissemination of its job openings, and support the application for any necessary work visas for non-Liberians.
- 8.9.3. Operator will have full discretion for hiring decisions and selection of suitable candidates.

8.10. Pilot Branding

- 8.10.1. The pilot schools will be called Partnership Schools for Liberia. GoL and Operator will agree on branding for Partnership Schools for Liberia operated by Operator under this MOU.
- 8.10.2. The branding for the Operator-operated pilot project schools will represent Liberia and the Ministry of Education in addition to the pilot project.

8.11. Coordination between GOL and Operator

- 8.11.1. Tight coordination and collaboration between Operator and GOL is critical for success in a project of this scale and importance. As such, this section of the MOU outlines the expected communication and collaboration.
- 8.11.2. The Ministry will constitute a Technical Advisory Committee within the Ministry for the purposes of being the primary contact with Operator for this pilot project.
- 8.11.3. Operator and Technical Advisory Committee will meet on a monthly basis to discuss status of the project, open questions, present reports at the conclusion of each stage (defined below) of implementation.
- 8.11.4. Reports will be presented for each of the following:

Report	When is it presented for discussion
Results of Teacher and Principal recruitment and selection	2 weeks after the conclusion of Teacher and Principal selection
Results of Teacher and Principal induction training program	2 weeks after the conclusion of Teacher and Principal induction training
Pupil Enrollment Report	Initial Report in 2 nd week of school; final report at end of first month of school
Measurement and Evaluation Baseline Report on pupil characteristics	30 days after M&E baseline evaluation is conducted (expected to occur during first 90 days of school)
Semester summary of operational data including teacher attendance, pupil attendance, instructional oversight (such as number of lessons delivered), teacher or principal turnover, summary of engagement	30 days after the conclusion of each academic semester

with community and parents, as well as qualitative observations of teaching and learning	
Report showing the pilot project academic timetable and annual calendar	30 days prior the first day of class of the first semester
Report summarizing the results of development of instructional materials for first semester in compliance with the national curriculum, with example materials being provided	45 days prior to the first day of class of the first semester
Measurement and Evaluation Endline Report on learning outcomes	60 days after M&E endline data collection is concluded (expected to occur in the last month of the school year)

8.11.5. Community and stakeholder outreach and engagement will be critical to the success of the pilot project. Such outreach and engagement will be done as a collaboration between GOL and Operator including:

8.11.5.1. Creation of a National Advisory Board for the pilot project. Representatives of a number of key stakeholders in Liberia should be incorporated into the pilot project to maximize advice and outreach. GOL and Operator will collaborate on the creation of a National Advisory Board for the pilot project, with such members to be mutually agreed upon and schedule of meetings to be mutually agreed upon. While the advisory board will not have a governance role, its role will be important for feedback and to keep key stakeholders informed of the progress of the pilot project.

8.11.5.2. The following outreach and engagement will be done jointly by Operator and GOL together:

8.11.5.2.1. Building understanding and support for the pilot project within the Ministry (both centrally and in the field with CEOs, DEOs and others)

8.11.5.2.2. Community leaders and representatives in each Pilot School community

8.11.5.2.3. Education-related NGOs within Liberia

8.11.6. At the end of each semester, Operator in consultation with GOL will prepare content for a 1-day internal conference to be hosted by Ministry for internal Ministry staff. This conference will be jointly run by GOL and Operator to ensure that Ministry staff are kept up to date and involved in the progress of the pilot project. Ministry will be responsible for selecting the attendees of each conference, but it is anticipated that such attendees will include:

8.11.6.1. Central Ministry staff

8.11.6.2. Representative CEOs, DEOs

8.11.7. In order to facilitate strong coordination between Ministry and Operator, both parties will set aside a desk for up to two visiting personnel from the other in their offices, always available for the partners' staff to work in the Pilot or Ministry's main office.

8.11.7.1. Operator will set aside a desk in their project offices for up to two Ministry visiting personnel.

8.11.7.2. Ministry will set aside a desk in the Ministry offices for up to two Operator visiting personnel.

8.11.8. In order to facilitate strong coordination between the Pilot and the Ministry's County and District offices, the Pilot project will be able to have staff sit in or work from Ministry County or District offices, as needed during field support, but never more than 2 people at a time on a regular basis

with community and parents, as well as qualitative observations of teaching and learning	
Report showing the pilot project academic timetable and annual calendar	30 days prior the first day of class of the first semester
Report summarizing the results of development of instructional materials for first semester in compliance with the national curriculum, with example materials being provided	45 days prior to the first day of class of the first semester
Measurement and Evaluation Endline Report on learning outcomes	60 days after M&E endline data collection is concluded (expected to occur in the last month of the school year)

8.11.5. Community and stakeholder outreach and engagement will be critical to the success of the pilot project. Such outreach and engagement will be done as a collaboration between GOL and Operator including:

8.11.5.1. Creation of a National Advisory Board for the pilot project. Representatives of a number of key stakeholders in Liberia should be incorporated into the pilot project to maximize advice and outreach. GOL and Operator will collaborate on the creation of a National Advisory Board for the pilot project, with such members to be mutually agreed upon and schedule of meetings to be mutually agreed upon. While the advisory board will not have a governance role, its role will be important for feedback and to keep key stakeholders informed of the progress of the pilot project.

8.11.5.2. The following outreach and engagement will be done jointly by Operator and GOL together:

8.11.5.2.1. Building understanding and support for the pilot project within the Ministry (both centrally and in the field with CEOs, DEOs and others)

8.11.5.2.2. Community leaders and representatives in each Pilot School community

8.11.5.2.3. Education-related NGOs within Liberia

8.11.6. At the end of each semester, Operator in consultation with GOL will prepare content for a 1-day internal conference to be hosted by Ministry for internal Ministry staff. This conference will be jointly run by GOL and Operator to ensure that Ministry staff are kept up to date and involved in the progress of the pilot project. Ministry will be responsible for selecting the attendees of each conference, but it is anticipated that such attendees will include:

8.11.6.1. Central Ministry staff

8.11.6.2. Representative CEOs, DEOs

8.11.7. In order to facilitate strong coordination between Ministry and Operator, both parties will set aside a desk for up to two visiting personnel from the other in their offices, always available for the partners' staff to work in the Pilot or Ministry's main office.

8.11.7.1. Operator will set aside a desk in their project offices for up to two Ministry visiting personnel.

8.11.7.2. Ministry will set aside a desk in the Ministry offices for up to two Operator visiting personnel.

8.11.8. In order to facilitate strong coordination between the Pilot and the Ministry's County and District offices, the Pilot project will be able to have staff sit in or work from Ministry County or District offices, as needed during field support, but never more than 2 people at a time on a regular basis

8.11.8.1.1. For District or County briefings or meetings, the Ministry will avail the Pilot, as a Ministry program with space that may be available

8.11.9. In order to facilitate capacity building within the Ministry and lesson sharing between the Ministry and the Pilot, the Ministry will work with Pilot Operator to allow use of Government Teacher Training Institute facilities for teacher and principal training for the Pilot schools, including boarding facilities as needed

8.11.9.1.1. Cost of running the teacher training, including any additional procurement of materials or food or need for additional staffing, is the responsibility of the Operator

8.12. Intellectual Property

8.12.1. It is recognized that in order for Operator to provide the services contemplated in the Pilot project at this budget and timeline, it will be incorporating, at no cost, substantial amounts of intellectual property (both academic in the form of instructional design and content, teacher training design and content, software systems, and other processes and systems). All of this represents very high Value for Money under this MOU and all of it will be utilized in order to deliver the services in this Pilot project under this timeline and costs. As such, it is important to make clear that while the Scope of Services referenced earlier in this MOU will be delivered to the Government, the intellectual property developed remains the exclusive property of the Operator. Exceptions to this include all of the data and reports delivered to GOL by Operator as part of this MOU. This data and reports will be freely shared and will be able to be used by GOL and any such partners it deems to help in the development of further phases of this program. In addition, as described in Section 9.7 "Ability for GOL buy Operator-developed textbooks and homework books", GOL will be able to purchase, at low cost, additional copies of textbooks and homework books developed for the pilot project for use in other public schools from the 2017-2018 academic year at the discretion of the GOL.

9. Costs

9.1. The Pilot will evaluate the value for money this provides as Key Performance Indicators (KPIs)

9.1.1. Operator has already spent the last seven years developing and operating high quality nursery and primary schools in impoverished communities in Kenya, Uganda and Nigeria. When Operator comes to partner with GOL to operate pilot schools in Liberia, it will be able to bring all of these prior investments developed to work in impoverished communities but directly perfected to work in Kenya will be brought to bear on working in communities in Liberia. This enables Operator to provide very high Value for Money under this MOU, since it does not have to redevelop the core approaches, pedagogy and technology for the purposes of the pilot project.



9.2. Total Costs of Intervention plus Estimated Salaries and Facilities Repairs & Maintenance

Costs for Intervention	Pre Launch (through July 2016)	Academic Year (2016- 2017)
fees in \$USD		
Academic Services	1,289,486	2,813,196
Teacher Training & Selection	143,677	252,720
Curriculum Development and Production	862,169	1,724,733
Measurement & Evaluation and Innovation	178,920	332,280
Printing of pupil and teaching materials and learning aides	-	313,302
Academic Management	104,721	190,160
Research Services	156,658	290,937
Pupil, School, and Community Engagement Research	156,658	290,937
People Operations (staff management, personnel systems/operations)	191,288	388,513
Academy and Community Management	198,899	495,161
Academy Supervision & Community Engagement	181,791	365,621
Academy Management Programmes	17,107	129,540
Operations	675,672	1,944,155
Backoffice Operations Programmes Support & Mgmt/Analytics	99,499	494,480
Call Center Operations	7,126	67,576
Quality Assurance Services	2,000	46,808
Academy Utilities, Services and Logistics	-	123,524
Legal Services	24,143	74,248
Finance/Payment/Audit Services	158,975	328,561
Process/Systems Analysts	102,087	189,589
Country Manager (+some global exec support)	143,354	266,229
Backoffice Operational Support Costs (rent, supplies, office expenses, internet, utilities, etc)	138,489	353,140
Supply Chain Services	94,808	249,934
Warehouse & Supply Chain	60,423	212,734
Procurement	10,464	19,433
Logistics/Initial Supplies Transport	23,921	17,768
Technology	513,749	987,806
Software Systems Customisation & Operations	301,019	554,111
Purchase of Devices & Hardware	24,017	135,823
Information Technology & Device Repair & Management	90,034	181,703

Handwritten signature and initials, possibly 'GK', with a date '15' written next to it.

ita & Reporting	98,680	116,169
arges for Intervention	3,120,560	7,169,701
chool Staff Estimated Salaries and Building Maintenance Costs		
ademy Teacher Salaries	88,702	1,056,923
lassroom Teacher Salaries as per current GOL salaries		
egionalised Substitute Teacher Salaries as per current GOL Salaries		
ademy Principal Salaries	9,593	124,704
igned Principal Salaries as per current GOL salaries		
ubstitute Principal Salaries as per current GOL salaries		
timated Academy Repairs & Maintenance	140,625	46,875
pairs & Maintenance Budget as per estimated GOL costs, TBC by GOL		
timated Costs for GOL for School Staff Salaries and Building Maintenance Costs	238,920	1,228,502
note that as agreed, specific amount for infrastructure spending will be based on what ist for Public Schools which will also be committed to Partnership Schools		
tal Costs for Intervention, Est. School Staff Salaries and Building Maintenance	3,359,479	8,398,203

9.3. Financing the Costs of the Project

- 9.3.1. Philanthropic partners expect that GOL will contribute either in-kind or budgetary support for the actual costs of Staff Salaries and Building Maintenance Costs
- 9.3.2. The GOL, through the Ministry and the Office of the President will drive the requests for funds from GOL's philanthropic partners.

9.4. Funding Commitment Needed for Operator to Commence Pilot project

- 9.4.1. In order for Operator to commence significant work on the project, including hiring and shifting significant resources, GOL and its philanthropic partners need to raise firm commitments of \$3.1M to fund the entire pre-launch phase of the pilot project, with commitment from GOL and its philanthropic partners that they are committed to the work of raising the remaining amount of the pilot project costs before August 2016.
- 9.4.2. In good faith of the progress made so far in the discussion, once this MOU is executed by both parties, Operator will already start the recruitment processes, and shifting internal capacity priorities and resources. However, Operator cannot begin in earnest, which includes hiring new staff until the \$3.1M has been secured.
- 9.4.3. It is anticipated that the securing commitments of the \$3.1M must occur by March 1, 2016 in order for there to be sufficient time for Operator to be confident in the launch of pilot schools in September 2016. If the \$3.1M has not been securely committed by March 1, 2016, then the Operator

will provide feedback to GOL as to whether it can continue its services under the MOU or whether it needs to exit the MOU or re-negotiate the terms.

9.5. Timing of Payments to Operator

9.5.1. In order to ensure that Operator can deliver the services contemplated under this MOU, it is critical that Operator receives timely payments from GOL and its philanthropic partners, with the following payment schedule. Consequences of missed payment and any changes to this payment schedule will need to be agreed to in writing between Operator and GOL and its philanthropic partners:

- 9.5.1.1. Payment 1 - minimum commencement payment of \$1.5M paid by March 15, 2016 (assuming entire \$3.1M pre-launch costs have been committed)
- 9.5.1.2. Payment 2 - remainder of the \$3.1M pre-launch fees paid by April 15, 2016
- 9.5.1.3. Payment 3 - \$4M payment towards the costs of intervention for academic year paid by July 1, 2016
- 9.5.1.4. Payment 4 - \$2.2M payment towards the costs of intervention for academic year paid by January 1, 2017
- 9.5.1.5. Payment 5 - \$1M final payment towards the costs of intervention for academic year paid by April 1, 2017

9.6. Optional Uniform Costs

9.6.1. As discussed in the section about branding for the pilot, GoL and operator will agree on branding for Partnership Schools for Liberia operated by operators under the MOU. Operator can provide some branding ideas for GoL to agree. One option discussed has been uniforms for Partnership Schools for Liberia operated by Bridge, approved by the MOE. In "turn-around" public school programs in both the UK and in the US, new uniforms have been used to create a new identity and new "spirit" for the new program at the public school.

9.7. Ability for GOL to buy Operator-developed textbooks and homework books

- 9.7.1. At GOL's request Operator can provide a list of commercial wholesale prices to the GOL to purchase additional copies of the Operator-developed textbooks and homework books developed for the initial 50 pilot schools, starting academic year 2017-2018.
- 9.7.2. Under these conditions, these purchased copies can be used by GOL for any purposes as it sees fit.

10. Key Financial and Non Financial Contribution of Government of Liberia

10.1. GOL will provide key financial contribution to ensure the success of the pilot project, including:

10.1.1. The physical premises, buildings, furnishings and fittings of each pilot school. The selection of these locations will follow the minimum requirements and process outlined in Section 8.3 of this MOU.

10.1.1.1. To ensure clarity of exactly which locations are selected in the final process, when locations are selected, they will be added as an addendum to this MOU or a later agreement or contract, in specifics for each location.

10.2. Principal and Teacher Salaries

10.2.1. GOL will contribute the salary payments for all of the teachers assigned to pilot schools and substitute teacher pool as well as principals assigned to pilot schools and principal substitute pool. Such contribution is estimated at \$1.28M over the course of the pilot project, but will be confirmed by

GOL during the assignment of actual schools to the Partnership Schools program, and determination of exact number of classrooms, and teaching/leadership staff.

10.3. Building Maintenance

10.3.1. GOL will continue to provide its stated Building Maintenance funds for upkeep and repair of pilot schools.

10.3.1.1. It is critical for oversight and accountability that these funds for the pilot come to the Operator to use at the pilot schools to ensure that the funds are used for the most critical purposes. As seen in the costing in Section 9.2, it is also critical that the majority of these funds for the pilot are released to the Operator for the pilot schools before July 2016 so the funds can be used to upgrade the facilities prior to opening for the academic year.

10.4. Hiring Support

10.4.1. Due to the tight timeframes of the pilot project, Operator requests Ministry and Office of President to help distribute all information about its job openings through Ministry and its networks and postings.

10.4.2. MOE to provide support in applying for Operator's global staff receive long term multiple entry visas

10.4.3. In cases where a non-Liberian citizen is required for a role based in Liberia (after reasonable efforts have been undertaken to identify a resident Liberian candidate), MOE to support work permit applications that are demonstrated as needed for implementation of the PSL project.

10.4.4.

10.5. Visible GOL presence in promoting the pilot project internally throughout the Ministry and Office of President and externally with domestic and international stakeholders.

10.6. Incorporation, Vat and Duty Support

10.6.1. MOE to support work with relevant Ministries such as MFDP and LRA, to apply for Duty-Free and VAT-Free ratings for materials directly needed for implementation of PSL

10.6.1.1. Examples not limited to textbooks, tablets, computers, books, printed materials, learning aides, technology, uniforms, etc

10.6.2. MOE to support application for incorporating subsidiary and other incorporation-related paperwork

10.7. Infrastructure

10.7.1. MOE will support the pilot project by endeavoring to ensure adequate infrastructure serves the pilot schools, including by selecting schools with existing cellphone access available, electricity connected to the school where possible, and water at the school where possible

11. Suspension and Termination

11.1. Bridge may suspend their performance under this MOU in the event of any act or omission of GOL that materially impacts upon their performance hereunder. Bridge suspension notice to be agreed with GoL.

11.2. Bridge may terminate this MOU in the event that:

11.2.1. any suspension under 9A.1 continues for longer than 28 days;

11.2.2. any monies payable hereunder remain outstanding for longer than 14 days after specific dates that are agreed to herein or in addendums to this MOU;

11.2.3. GOL commit a material breach of its obligations hereunder.

11.3. GOL may terminate this MOU in the event that Bridge commit a material breach of its obligations hereunder. GoL suspension notice to be agreed with GoL.

11.4. GoL may terminate this MOU in the event of any act or omission of Bridge that materially impacts upon performance hereunder.



12. Liability Cap

Save in the case of fraud, death or personal injury the liability of Bridge to GOL arising out of or in connection with this MOU shall in no circumstances whatsoever exceed the sum of 30% of all monies paid to Bridge in connection with the performance of their obligation under this MOU.

13. Governing Law and Dispute Resolution

13.1. This MOU and the performance of GOL and Bridge hereunder shall be governed and construed in accordance with the law of Liberia, with dispute resolution as necessary under the procedural rules of the ICC.

13.2. In the event of any dispute or difference between the Parties of any kind whatsoever arising out of or in connection with this MOU whether before, during or after completion, abandonment or termination of the same, then the parties agree to submit such dispute to a single arbitrator sitting in London who shall be appointed and act in accordance with the rules and procedures of the International Chamber of Commerce applicable at the relevant time.

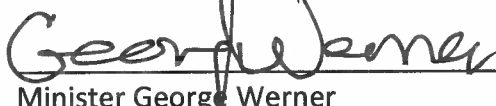
14. Agreement to Good Faith In Achieving Best Practice and Best Partnership

14.1 Both parties realize that in operationalizing a project that is establishing new practices and new programs, not all answers or details will be known at the time of signing this MOU. Full financial obligations of MOE for teacher and principal salaries cannot be fully known until the specific staff are selected. Bridge cannot know full cost of academic year operations until there is a full class and pupil count. How teachers will be selected needs to be determined in partnership, as does the process for teacher transfer. Both parties agree to hold to the spirit of partnership and good faith in working together to make the best decisions and work toward ensuring that Partnership Schools for Liberia are a successful, even world-renowned Liberian project benefiting the children of today, and the country in decades to come.

15. Effective Date

15.1. This Memorandum of Understanding and Project Plan is effective from the Date of Endorsement.

Signed for and behalf of
Ministry of Education


Minister George Werner

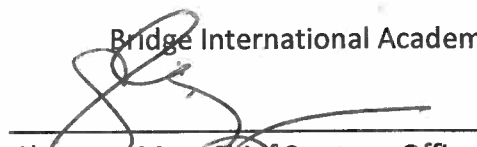
Date:

Witness:

Name:

Title:


Bridge International Academies


Shannon May, Chief Strategy Officer Date:

Witness:

Name:

Title:


Tendai L. Mtana
COUNTY EXECUTIVE EDUCATION,