



MEMORANDUM OF UNDERSTANDING BETWEEN THE MINISTRY OF EDUCATION AND LUBUTO LIBRARY PROJECT

[Pertaining to the libraries and book based
literacy programs]

[...../10/2008]

[The Parties to this MoU desirous of co-operation with a view to improving literacy in Zambia and providing opportunities for non-formal education to OVC by facilitating access to libraries and book-based literacy programs.]



THIS MEMORANDUM OF UNDERSTANDING DATED the 13 day of November 2008 **BETWEEN** the Government of the Republic of Zambia *through its Ministry of Education (hereinafter referred to as MoE)* of the one part and Lubuto Library Project, Inc. (hereinafter referred to as LLP) of the other part;

WHEREAS:

1. LLP is a non-profit corporation established to create educational opportunities and safe havens for children affected by AIDS by building libraries with excellent book collections and programs targeted specifically to the needs of such children.
2. The MoE recognizes LLP as a national Partner:
 - a) in attaining the objectives of the MDG's specifically increasing the literacy rate of children in Zambia;
 - b) for the building of libraries of OVC in Zambia and supplying these libraries with, and arranging for the acquisition and processing of carefully-selected publications from international and local sources;
3. The Parties to this MoU desirous of co-operation with a view to improving literacy in Zambia and providing opportunities for non-formal education to OVC by facilitating access to libraries and book-based literacy programs;

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

In this Memorandum of Understanding unless clearly inconsistent with or otherwise indicated by the context:

"*Hosting agencies*" means educational or social service agencies serving OVC who partner with LLP to incorporate its specialized libraries into their programming.

"Lubuto Library Project" means the organization established to provide library buildings, collections and educational programs for orphans and vulnerable children (OVC) in Africa.

"*MoU*" means this Memorandum of Understanding.

"OVC" means Orphans and Vulnerable Children

"*Resource Centres*" means MoE centres which provide administration, communication and curriculum support materials for teachers in Zambia, situated at Zone, District and Provincial levels, serving clusters of schools.



2. OBJECTIVE AND SCOPE OF MoU

- 2.1 The terms of co-operation for each specific activity under this MoU shall be mutually discussed and agreed upon in writing by both parties.
- 2.2 view to improving literacy in Zambia and providing opportunities for non-formal education to OVC by facilitating access to libraries and book-based literacy programs;
- 2.3 LLP offers literacy and other educational services for OVC by building libraries with excellent book collections and targeted programs. Lubuto Libraries are hosted and staffed by educational or social service agencies serving OVC.
- 2.4 LLP gives children the opportunity to participate in informal education, improving literacy, language skills, and sense of self-worth and general knowledge of the world. They are a focal point for enrichment and communication through the arts, drama, music and all forms of artistic and personal expression, using many means in addition to books, for teaching, learning, and personal expression.
- 2.5 MoE recognizes the LLP as the national partner for the construction of indigenously-styled libraries for OVC in Zambia and the institution responsible for supplying the libraries with an initial collection of books organized according to a specially-developed classification scheme, training staff to maintain the libraries and offer user services, and arranging for programs and acquisition of relevant local publications.

3. THIRD PARTIES

- 3.1 This MOU also recognizes the close relationship that exists between the LLP and its local hosting agencies.
- 3.2 The GRZ recognizes that the LLP needs to enter into complementary activities to enable it to support the full range of its library activities and to construct indigenously-styled library complexes at hosting agency sites.

4. OBLIGATIONS OF LLP

- 4.1 The LLP will provide leadership in establishing standards of good library practice, in supplying excellent and well-balanced book collections, developing targeted services and programmes, and constructing appropriate library buildings that are environmentally suitable and connected to Zambian vernacular building patterns, to meet national needs as identified by GRZ or the hosting agencies.
- 4.2 The LLP will recognize and cooperate with, other key GRZ bodies including the University of Zambia, Copperbelt University, technical, educational and



vocational colleges thereby enhancing the network of competent accredited educational support structures for OVC.



- 4.3 The LLP will assist the GRZ in attaining the objectives of the MDGs. In particular, the LLP will –
- (i) Work with the GRZ to identify appropriate local host agencies in conjunction with its resource centres on the Zone, District or Provincial level;
 - (ii) Build open-access libraries that actively target OVC, particularly those who cannot attend school, providing effective literacy and broad educational programs;
 - (iii) Collaborate with the Zambia Library Association in promoting the use of its libraries; and
 - (iv) Collaborate with the GRZ in matters pertaining to the promotion of literacy and other library services in Zambia.
- 4.4 The LLP in developing and implementing its corporate objectives will seek to assist the educational community in Zambia to improve its outreach to OVC thereby promoting community benefits. It will evaluate ways in which its library services can be provided more efficiently and consistent with international standards.
- 4.5 In its role as GRZ's partner, the LLP will act in the national interest identified by the GRZ and take into account the priorities of Zambia's educational needs.
- 4.6 The LLP will respond to concerns raised by the GRZ with respect to the performance or competence of the LLP libraries and will provide timely feedback to the relevant agency on actions taken to address those concerns.
- 5. OBLIGATIONS OF MoE**
- 5.1 The MoE may, through a grant-in-aid, provide financial assistance in relation to activities assessed as being in the national interest which will be addressed in detail in the annual budgets to be submitted to Parliament.
- 5.2 In this regard, the MoE will to the maximum extent possible provide the necessary financial support for the building of libraries that meet the needs of OVC throughout Zambia, in conjunction with selected resource centres on the Zone, District and Provincial levels.
- 5.3 The GRZ shall provide LLP with assistance and guidance in locating the libraries and liaising with relevant branches of national and municipal administration to facilitate their establishment.



6. FINANCIAL OBLIGATIONS

6.1 This MoU imposes no financial obligations on either party.

6.2 The parties to this MoU understand that any financial arrangement entered into will have to be negotiated and will depend on the availability of fund.

7. ENTRY INTO FORCE AND DURATION

This MoU shall come into force upon both parties appending their signature thereto and shall remain in force for a period of five (5) years.

8. TERMINATION

This MoU may be terminated at any time upon either MoE or LLP giving three (3) months notice in writing of intention to do so.

9. AMENDMENT

This MoU may be varied by agreement of the Parties and any such variation shall be set out in writing and signed by both parties.

10. DISPUTE RESOLUTION

Any dispute arising out of the interpretation, application or implementation of the provisions of this MoU shall be settled amicably through consultation, negotiation and mutual consent.

11. GOVERNING LAW

This MOU is made under the Laws of the Republic of Zambia and shall be governed by and construed, performed and enforced in accordance with the Laws of Zambia.

12. NOTICES

Notices or communication by LLP to MoE shall, unless otherwise notified in writing by MoE to LLP, be addressed to MoE as follows:

The Permanent Secretary
Ministry of Education
P.O. Box 50093
LUSAKA, ZAMBIA
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Fax: +2601254139
E-mail: oshitima@moe.gov.zm



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 P.O. Box 50548
 LUSAKA
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 Cell : 260955754696
 Email elenicoromvli@iconnect.zm

13. GENERAL

13.1 *MoE and LLP respectfully confirm that they have taken all actions and secured all approvals necessary to authorize the execution and performance of this MoU.*

13.2 Headings in this MoU are for convenience and shall not affect the interpretation of any provision of this MoU.

IN WITNESS WHEREOF the parties hereto or their duly authorized representatives have hereunto set their hand the day and year first before written.

Signed for and on behalf of the Government of the Republic of Zambia
 By the Permanent Secretary

[Signature]
 Lillian E.K. Kopulu (Mrs.)
 C.A. Kotundu.
[Signature]
13-11-08

In the presence of
 Signature of witness
 Date:

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EC



Signed for and on behalf of the Lubuto Library Project Inc

Eleni Coromvli, Regional Program Director

Eleni Coromvli
ELENI COROMVLI
Dana Sandstrom
[Signature]

In the presence of

Signature of witness

Date:

13/11/2008

05

EL

