



**MEMORANDUM OF UNDERSTANDING (MoU)**  
**BETWEEN**  
**GHANA EDUCATION SERVICE**  
**AND**  
**INNOVATIONS FOR POVERTY ACTION**

This Memorandum of Understanding (MoU) is entered into between the Ghana Education Service (hereafter referred to as GES), as represented by Jacob Kor, Director-General and Innovations for Poverty Action, Ghana (hereafter referred to as IPA) represented by Loic Watine Country Director for Innovations for Poverty Action in Ghana.

GES and IPA are hereinafter together referred to as "the Parties" and individually as "a Party".

**WHEREAS**

GES, is committed to attain optimal benefit from investments in projects and interventions; learn best practices from research experiments from all over the world on what works and what does not work in improving educational outcomes in order to promote evidence based policy decision making;

IPA is engaged in the field of evaluation of social programmes and policies in a rigorous and scientific manner and has run a number of experiments in the education sector geared towards improving educational outcomes, creating a pool of lessons and findings from multiple studies across the globe; The Parties aim to (a) be thought partners in developing rigorous evaluations of proposed education programs within the next five years b) provide credible empirical evidence from research programs to inform policy decisions c) integrate evidence from targeted instruction into literacy and numeracy instruction at the

early grade levels and d) collaborate on capacity building of GES staff in research and evaluation processes.

#### **ARTICLE I: TERM**

This Agreement shall commence on the date that this instrument is signed by both parties and continue until December 31, 2021 (the "Term"), unless terminated sooner as provided in Section 8 hereof.

#### **ARTICLE II: AREAS OF COLLABORATION**

To meet these aims, the Parties hereby explore four potential collaborations, or any combination thereof:

- 1) **Promote a Culture of Evidence-Based Decision Making:** IPA will share existing scientific evidence from Ghana and beyond on specific questions of interest to GES as requested by GES. This will be done in writing or through one-to-one interactions, larger meetings, or any other forum as appropriate. By sharing existing evidence, GES and IPA aim to promote a culture of evidence-based decision making in educational policies and programming design within the Ghana Education Service and its associated divisions and units. The goal is to ensure that the design of new interventions or educational reforms are informed by existing evidence on what works.
- 2) **Impact Evaluations:** The Parties will jointly identify GES intended projects, policies and reforms that are suitable for randomized controlled trials. GES, IPA, and IPA affiliated researchers will work together to plan, secure funding, and implement these evaluations so that the parties generate more policy relevant research that can assist GES plan for future education systems reform. The impact evaluations should aim to answer key questions that will help inform GES's policies, project planning and education management. IPA will be responsible for identifying IPA affiliated researchers to provide technical expertise for the evaluation of these projects. The cost of the evaluation would be jointly or separately raised through external funding.
- 3) **Evaluation Board(s) or Research Group(s):** IPA is interested in aligning most its work in education research in Ghana to GES's priorities and to questions among key stakeholders in the sector. To do so effectively and in a way that is aligned with other partners, IPA will take part in the evaluation board(s) or research group(s) set up by GES and its partners to promote research in the education sector in Ghana. This participation will

both help other education research organizations be aware and build on past research done by IPA, and help ensure that IPA's future education research in Ghana is policy relevant, builds on research from others, and does contribute overall to the provision of a broader evidence base for future reforms, policy decisions and programming designs.

**4) Training Activities:** The Parties agree to collaborate on training activities for GES participants, jointly fund-raised for by the Parties, to build capacity in the creation and application of evidence relevant to GES's work. These training activities may potentially include:

- In country designed trainings programmes for select groups from GES and/or the Ministry of Education conducted by IPA
- IPA to act as a resource in supporting GES in evidence informed programme implementation designs
- Executive Education Program Abroad: IPA intends to support key GES staff to participate in the J-PAL Executive Education Programme which is a four-day program held for executives once a year in Africa and aimed to provide a thorough understanding of randomized evaluations, a pragmatic step-by-step training for conducting evaluations and how to apply it to policy. The learning from this training will a) build the capacity of GES staff who attend the training and b) help provide insights to assessing the quality of the evidence being brought forward to GES management internally or externally, and its implications on policy decisions and new program designs.
- Collaboration on the implementation of impact evaluations with the aim of sharing and transferring best practices in determining research questions, evaluation design, instrument design, piloting, data collection and data analysis to GES and possibly relevant MOE Divisions in the long run. The means through which IPA best practices are transferred could be a series of training workshops at critical points of the evaluations life-cycle; as well as targeted district and national level dissemination and training events to ensure best practices and lessons are shared with end users.

**5) Participation of IPA staff in other discussions, meetings and other working Groups:** wherever relevant, GES will involve IPA in discussions, meetings and working groups related to research, but also related to the design of specific programs and policies that may be informed by evidence generated by IPA, so that IPA is able to provide its support and lesson-learnt to such programs. For instance, building on IPA's existing studies

already, GES can count on IPA's support in any discussion related to targeted instruction, remedial education, teacher training, Kindergarten education, vocational training, SHS scholarships, or incentives in education systems.

This collaboration will be under the guidance and Leadership of the Ag. Deputy Director General of the Ghana Education Service or the Director of Basic Education of the Ghana Education Service.

### **ARTICLE 3: COSTS**

The services provided by each party are free of charge. The parties further acknowledge that this MOU is not an obligation of funds, nor does it constitute a legally binding commitment by any party or create any rights in any third party. All expenses borne by each party will be their own, unless explicitly agreed to otherwise.

### **ARTICLE 4: INTELLECTUAL PROPERTY**

4.1 "IPA Intellectual Property" will mean individually and collectively all products and processes of inventions, improvements and discoveries which are conceived and reduced to practice solely by one or more employees of IPA directly pursuant to this agreement. All rights and title to IPA Intellectual Property will belong to IPA and will be subject to the terms and conditions of this Agreement.

4.2 "GES Intellectual Property" will mean individually and collectively all products and processes of inventions, improvements and discoveries which are conceived and reduced to practice solely by one or more employees of GES pursuant to this agreement. All rights and title to GES Intellectual Property will belong to GES and will be subject to the terms and conditions of this Agreement.

### **ARTICLE 5: CONFIDENTIAL INFORMATION**

5.1 During the course of this agreement, the parties may make available to each other certain confidential or proprietary information or one party may otherwise learn of confidential or proprietary information belonging to the other party. Both parties shall respect the confidentiality of information

expressly provided by each of them as "confidential", "restricted", or "in confidence" and **identified as such in writing**. The parties shall hold in strictest confidence any of the other party's confidential or proprietary information and not disclose such information to any third party without first obtaining the written consent of the other party.

5.2 Any identifying information on individual clients /survey respondents will be maintained with the strictest of confidence and security and will be deleted from data sets except as necessary for the matching of clients across data sets in adherence to the Human Subjects Protocol as dictated by the Institutional Review Board (IRB) of IPA.

#### **ARTICLE 6: USE OF NAMES**

Neither party hereto shall employ or use the name of the other party in any promotional materials or advertising without the prior express permission of the other party.

#### **ARTICLE 7: INDEMNIFICATION**

Each party agrees to defend, indemnify and hold harmless the other from and against and to reimburse it for any and all claims, obligations and damages, any and all taxes and any and all claims and liabilities directly or indirectly arising out of or in connection with any breach of this Agreement or resulting or arising out of the activities or the work undertaken by it as relates to this agreement.

#### **ARTICLE 8: TERMINATION AND AMENDMENT**

This MoU only provides the general framework for future collaboration between the Parties. Future research evaluations, training activities and project implementations can proceed with a simple amendment to this MoU or another MOU, later laying out the specific details for collaboration, including deliverables by both the Parties and their respective financial commitments. This agreement may be amended in writing, at any time by mutual agreement of the parties. The parties agree that they may withdraw from this Agreement by mutual consent confirmed in writing, in which case the Parties shall agree upon termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

**ARTICLE 9: FORCE MAJEURE**

Neither party shall be liable to the other party for any delay or non-performance of its obligations under this Memorandum arising from any cause beyond its reasonable control, including but not limited to any of the following acts of God, war, fire, explosion, civil commotion or industrial or other disputes of a third party or impossibility of obtaining requisite materials.

**ARTICLE 10: REPRESENTATIONS AND WARRANTIES**

Each party represents and warrants to the other that it has the full right and authority to enter into and perform this Agreement and is not party to any agreement or understanding in conflict with this Agreement.

**ARTICLES 11: GOVERNING LAW**

This Agreement shall be construed in accordance with the substantive laws of Ghana.

**ARTICLE 12: NOTICES**


All notices and all other documentation required to be given under the terms of this Agreement, or which either party may desire to give to the other, shall be in writing and shall be sent by mail or email to the following addresses:

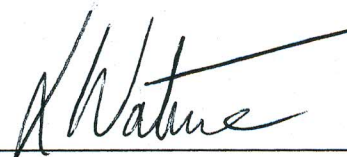
GES

IPA

Signed for and on behalf of GES by:

Signed for and on behalf of IPA by:

  
Name: Jacob Kor  
Designation: Director-General – GES  
Date:

  
Name: Loic Watine  
Designation: Country Director – IPA  
Ghana  
Date: