



Partnership Arrangement

between

**The Vanuatu Tennis Federation
*Represented by his President***

and

**The Government of Vanuatu Represented by the Ministry of Education and Training
*Represented by the Honourable Minister***

for

Kindy Tennis Program

2014

Table of Contents

INTRODUCTION..... 3

PARTNERSHIP OBJECTIVE AND DURATION 3

PARTNERSHIP PRINCIPLES 3

MUTUAL RESPONSIBILITIES 3

GENERAL PROVISIONS..... 4

 OVERALL MANAGEMENT OF THE ARRANGEMENT..... 4

 VARIATION 4

 DISPUTE RESOLUTION 4

 MEDIA AND USE OF LOGO..... 4

 EXTRAORDINARY EVENTS..... 5

 PARTNER WITHDRAWAL 5

 CONFLICT OF INTEREST 5

 RELATIONSHIP OF THE PARTNERS 5

IMPLEMENTATION PROCESS 6

Introduction

1. The Vanuatu Tennis Federation and the Ministry of Education and Training agreed to establish a partnership arrangement to implement a program named “Kindy Tennis”.
2. This Arrangement (“the Arrangement”) is between “the Parties”, namely:
 - a) The Vanuatu Tennis Federation hereafter named VTF who is:

A non-government organisation which aims at developing the game of tennis and promoting it to the young Ni-Vanuatu generation. The official mission of the VTF is according to its 5 Year Strategic Plan to *increase the number of players and the quality of the game through improved coaching and facilities thus participating in the development of Vanuatu.*

- b) The Ministry of Education and Training hereafter named MOET.

Partnership objective and duration

3. The objectives of this partnership are:
 - a) To promote sports activities and particularly tennis in Port-Vila Early Childhood Schools;
 - b) To promote education through sport in Port-Vila Early Childhood (ECE) Schools;
 - c) To contribute to the development of teachers in the field of sports and tennis in Port-Vila Early Childhood Schools;
 - d) To advocate children’s rights and inclusive teaching methodologies.
4. The duration of this arrangement is for one (1) year commencing at the signature of the arrangement.

Partnership Principles

5. The Parties to this Arrangement are committed to apply the following principles:
 - a) Fairness, transparency, openness, accountability and mutual trust in all dealings.
 - b) Effective and efficient use of funding and resources.

Mutual Responsibilities

6. The **Vanuatu Tennis Federation (VTF)** is responsible:
 - a) to provide tennis materials (bats, tennis balls, nets) to a selected range of ECE schools in Port-Vila selected by the MOET;
 - b) to train ECE teachers selected by the MOET through systematic training sessions;
 - c) to design through a consultation process the teachers ‘guidelines in order to assist ECE teachers to implement the project;
 - d) to communicate any information relevant to this arrangement to the MOET.

7. The **Ministry of Education and Training (MOET)** is responsible:

- a) to select the ECE schools to benefit from this program;
- b) to select the ECE teachers to benefit from this program;
- c) to ensure that all documents designed to assist the program and the teachers are relevant to all ECE policies and rules and other educational policies;
- d) to assist in the writing of the ECE teachers guideline;
- e) to monitor the implementation of the program;
- f) to communicate any information relevant to this arrangement to the VTF.

Reporting

8. The VTF will prepare an intermediate report at mid-completion and a final report.

9. Both reports will be shared with the MOET

General Provisions

Overall management of the arrangement

10. Each partner will appoint a person (focal point) to deal with regular issues related to this arrangement.

11. The Focal point for VTF will be Mr Francis Bryard, VTF Secretary-General.

12. The Focal point for MOET will be Mrs Jennifer James.

13. The implementation of this arrangement shall be discussed at least one time a year in a formal meeting.

Variation

14. Any variation, modification or amendment to the provisions of this Arrangement will only be effective if agreed in writing by the Parties.

Dispute Resolution

15. Each of the Parties shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising under or in connection with this Arrangement. The outcome of the negotiations will be documented. In so doing, each of the Parties undertakes to act in good faith, in a spirit of goodwill and cooperation.

Media and use of logo

16. In the event that a Partner needs to issue a media release in relation to this Arrangement, it will first consult with the other Partner. Reasonable time must be allowed for such consultation, while taking into account the constraints of media release timeframes.

17. Partners may use each other's logos where and when it is considered relevant and in relation with this arrangement.

Extraordinary Events

18. Partners shall not be liable for any failure to perform or any delay in performing their obligation(s) under this Arrangement where the cause of such failure or delay is beyond that Partner's reasonable control. However, the Partner claiming suspension of its obligations for this reason must immediately give written notice to the others.

Partner Withdrawal

19. Each Partner reserves the right to withdraw and/or terminate its support to this arrangement. In doing so it should provide, where possible, at least two months notice to the other Partner. The circumstances and reasons for the withdrawal should be discussed prior to any written notification.

20. Prior to written notification of its withdrawal or termination, the Partner in question must call a meeting to inform of its decision and to consult on the consequences for the other partner.

Conflict of Interest

21. Each Partner agrees to take active steps to manage any actual, potential or perceived conflict of interest.

Governing Law

22. This agreement is governed by the laws of the Republic of Vanuatu.

Relationship of the Partners

23. Each Partner is a separate entity. Nothing contained or implied in this Arrangement shall be construed as creating, and no Partner shall state, imply or do anything to suggest that this Arrangement creates, a relationship of employer/employee, or principal/agent or a legal partnership between the Partners, or any of their employees, agents or sub-contractors.

24. Each Partner remains responsible for the liability of its own employees, agents and sub-contractors and for all related tax, insurances or such other costs attributed to their employment, engagement or activities.

Implementation process

25. The implementation of this arrangement shall be based on regular consultation and be respectful of each other identity and capacity.

26. The implementation shall be organised in two stages:

a) Stage 1. Pilot Phase.

The MOET will select a range of five (5) pre-schools. VTF will allocate materials and run training for the teachers of these five kindergartens. The place for the training will be decided by MOET. At this stage, all documents designed by VTF will be considered as drafts and all the teachers including in the training will contribute to the finalisation of the document. VTF will print the final documents in sufficient quantity for stage 2. The pilot phase shall be finalised by January 2015.

b) Stage 2. Full implementation.

The MOET will select a wider range of kindergarten located in Port-Vila to a maximum of ten (10) schools. VTF will run the training sessions, allocate materials to these schools. The MOET will monitor the implementation.

27. By the end of August 2015, a final evaluation of the program will have to be completed.

Done at Port-Vila, on the.....

**Minister of Education and Training
Hon. Bob Loughman (MP)**

VTF Representative