

Technical Note and Outcomes of Consultations
Review of Sindh PPP Act 2010 and
Adopt a School Program – MOU and Policy
October – December 2013



Submitted to the
Chief Secretary Sindh
Minister Education Sindh
Additional Chief Secretary
Education and Literacy Department (E&LD) Sindh

December 31, 2013

Technical Note and Outcomes of Consultations

Review of Sindh PPP Act 2010 and Adopt a School Program – MOU and Policy

October – December 2013

Key Facilitators

- Baela Raza Jamil - Honorary Consultant - Director Programs ITA Pakistan
- Reform Support Unit (RSU) Principal Facilitating Institution
- Sindh Education Foundation (SEF) Facilitator – Main Stakeholder

The Chronology of the Consultations – Actions on Notification date October 31, 2013

Dates	Significance	Outcomes
October 23rd 2013	Meeting /Consultation on PPPs called by the Chief Secretary and Minister Education Sindh	A Formed to explore. (Annex1)
November 1, 2013	A Note inviting all stakeholders along with relevant document sent for review	Documents shared included Sindh PPP Act 2010--PPP Policy 2011 AAS Policy/MOU documents – SEF Many docs on the website link
November 8, 2013	1st meeting with all stakeholders co-hosted by Sindh Education Foundation (SEF)	Issues identified in the PPP Act – tasks assigned to stakeholders AAS MOU/Policy to be reviewed
November 25, 2013	2 nd meeting held at RSU	The definition of Service Reviewed for the act AAS Program discussed threadbare
November 30, 2013	Review of all documents by BRJ Request to Raza Kazim Associates to review the amendments suggested in the PPP Act 2010	Sharing updated versions of AAS MOU/Agreement for comments Comments received by RK Associates on the draft amendments
December 3, 2013	Response from Raza Kazim Associates on Amendments Proposed to PPP Act 2010	A short opinion and terminology alignment suggested
December 2013	Sharing the AAS Policy as sent by SEF with all stakeholders	Responses were not received up to December 31, 2013

Outcomes:

1. Acknowledgements

At the outset the response and support from all stakeholders must be acknowledged; the outstanding facilitation received from RSU and SEF for hosting the consultations.

RSU's support is profoundly acknowledged for being a co-facilitator along with Baela Raza Jamil for minute taking, circulation and coordinating of all stakeholder comments in a timely manner.

ITA's team played a significant role in preparation for each consultation and note taking.

Each stakeholder participated fully and shared /provided inputs as requested for a technical debate on governance and partnerships in Sindh. The participation of Special Secretary Education E&LD; Director PPP Cell and Deputy Secretary Department of Finance Sindh and Director PPP Unit was also of great significance to assist with the buy in process for this unique initiative.

2. The Stakeholders (annex) invited for the consultation included:

- Civil Society Organizations
- Academia
- FPCCI /Business
- Adopters eminent ones – Business and former Govt. (Retd.) Lt. Gen Mueen-ud-din Haider
- Donors, INGOS and Projects
- Company/Entity for supporting PPPs- Education Fund for Sindh (EFS)
- Department of Finance and Director PPP Unit – Sindh
- Special Secretary Schools - E&LD
- Sindh Education Foundation
- Reform Support Unit (RSU)

3. The principles agreed with the stakeholders in the first meeting on November 6, 2013 were:

A. Sindh PPP Act 2010

- Amendments to be generic and sensitive to the needs of all social sectors – keeping in mind similar needs with outcomes based approaches and shared risks for public resource transfers
- Amendments to be modest and conservative with minimal but strategic approach
- For all major shifts in PPP law or new proposed laws applicable to social sector this will be moved to Phase II of the initiative
- All amendments proposed to the PPP Act 2010 will have to be shared internally with lawyers prior to presenting to the Chief Secretary Sindh, Minister for Education Sindh and ACS E&LD – this will be followed up with the august leaders sharing concurrently with the law department for vetting and to the PPP Board through the PPP Cell/Unit in the Department of Finance
- All amendments proposed will have to be suitably reflected through minor and some strategic amendments in related documents /governance structures of the PPP Act 2010: viz.
 - **PPP Policy 2011**
 - **Viability Gap Funding (VGF) Guidelines**
 - **PPP Node – TORs**
 - **PPP Cell – TORs**
 - **PPP Board -**

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B. Adopt A School – MoU/Policy

- MoU revised and attached for the AAS program as a sample of PPP for school improvement- however, this is only one form of partnership for education and school improvement .
- Need to host a separate daylong meeting for Adopt a School Policy for clarity and undivided attention, giving space for review of MOU and Policy of AAS with all stakeholders for face to face responses
- Use the Conceptual Framework created for AAS and PPPs from a school improvement perspective as a guide for clarity on “what type of partnerships with what level of authority and autonomy”

4. Proposed Amendments Sindh PPP Act 2010

4.1. To consistently use the term “private party” instead of private entity particularly in the definition of Public Private Partnerships Agreements in 2.x) (see below) together with the proposed amendments at the end “ for improving quality, equity and access”.

- x) “Public Private Partnerships Agreements” include all arrangements and/or agreements in writing, executed between government and **private sector party (-entities)** for the purpose of providing public infrastructure, community facilities and related services **for improving quality, equity and access**

4.2. The proposed definition for “Services” the key term to be added as an amendment of the Sindh PPP Act 2010 was finalized with major inputs from Amima Saiyid –TRC/PCE and Naveed A. Sheikh (CDO).

The definition proposed and accepted is:

- **Service means “any of professional activities concerning imparting of public benefits in publicly owned institution/facility and/or programme related or ancillary to the objective of that facility (s) and institution (s) (as per list in Schedule 1) .**

It has been added as amendment to the alphabetically ordered definition section of the Sindh PPP Act as ‘aa”

- aa) **“Services” means and includes any of professional activities concerning imparting of public benefits in publicly owned institution/facility and/or programme related or ancillary to the objective of that facility (s) and institution (s) as per list in Schedule 1.**

4.3. The second set of major inputs by all stakeholders was on Governance arrangements

4.3.1. **Some amendments to be considered as suggested by stakeholders to reflect the spirit of PPP with more civil society/private members and sectoral specialist to be nominated by the Chief Secretary.**

These may be considered by the Board

4.3.2. The members of the private sector shall be appointed for a period of two years and shall be eligible for reappointment for two terms only. Members of the Business Community, Civil Society Organizations (registered under The Societies Registration Act, 1860, The Trusts Act (II OF 1882); The Cooperative Societies Act, 1925, The Voluntary Social Welfare Agencies (Registration And Control Ordinance 1961) and The Companies Ordinance 1984) and of public sector shall be selected after careful consideration of any actual or potential conflicts of interest. The private sector representatives and sector specialists for the Policy Board shall be nominated by the President, Federation of Pakistan Chambers of Commerce & Industry (FPCCI) or Pakistan Engineering Council?, as the case may be. (The latter may be considered by the

Stakeholders)

If any conflict of interest arises during the tenure of any member from the Business Community, CSOs or the public sector, the Chairman of the Board shall order such member removed from the Board and replaced by another member.

- 4.4. The third proposed amendment is to add to the Viability Gap Fund – definition in Chapter 2 cc) and elaboration in Chapter 5 (Section 22) , the words “ and human resource/capacity/materials shortfalls where the users are not required to pay for socio economic benefits.. “ :
- 2 cc) “Viability Gap Fund” means the funds from the Government which are made available to the private party to cover revenue and human resource/capacity/materials shortfalls where the users or beneficiaries are not required to pay for socio-economic benefits through grants, subsidies or guarantees;

Chapter 5 – Section 22

22. **Viability Gap Fund:** – The Government may establish a Viability Gap Fund to support Public-Private Partnership projects and finance the gap between project revenues and/or costs constrained by affordability considerations and revenues/social returns needed to generate a fair return on investment for the Public- Private Partnership projects.

- 4.5. The fourth proposed amendment that is not reflected in the PPP Act but in the PPP Policy 2011 is that the base threshold eligible for PPP Project currently is Rs. 100 million – this must be reduced to Rs. 10 million ideally for covering services – as soft areas are not so huge in outlays

The PPP Policy 2011 in section 62 under the section PPP **PROJECT PIPELINE - A. Pilot PPP Projects**
There is the first mention of Rs. 100 million as the benchmark for a PPP project to be considered.

62. Given the emphasis the Government is placing on PPPs to meet Sindh’s infrastructure needs, all projects in the sectors not below the value of Rs. 100.00 million (a reasonable estimate may be made compulsory to accommodate advisor’s fees) should first be considered for implementation on a PPP basis. If the concerned departments propose that a project be undertaken under traditional public procurement using public funds, they should justify their choice and demonstrate that this option would be more cost effective for the Government or that the project does not meet selection criteria for PPPs. It should be noted that time saving is generally not a good justification to undertake a project in a non PPP manner

For social sector services projects under the PPP Act 2010 (amended) this amount ceiling must be lowered to Rs. 10 million ideally or Rs. 15 million. The amendment must be made in the PPP Policy 2011 which has all the details of PPP rules. The lowering of the benchmark is critical to make PPPs accessible for private partners.

- 4.6. The fifth proposed amendment is to add the notion of outcomes based performance and have baseline, mid line and end-line under Chapter3. On Project Delivery Process- section 16(3) with addition of a XXIInd provision as under:

(3) The draft Public-Private Partnership Agreement shall include but not limited to the following provisions, as applicable to the Type of Project :

I. Type of project;

XXII: Type and amount of service relevant to the sector with provision of baseline, midterm and end of term target/s assessment for outcomes based performance

4.7. The PPP Policy 2011- Sindh- the sixth input:

a) The PPP Policy 2011 contains elaboration and rules as there are no separate rules for Sindh PPP Act 2010 and hence it is an important document to be familiar with.

b) It elaborates what constitutes PPPs under section 14 and on pages 9-10. This includes other than thirteen infrastructure related partnerships also the service contracts this is defined as:

(xiv) **Service Contract (SC):** Any outsourcing contract by an Agency to any private party whereby the private party undertakes to provide services to the Agency for a specified period with respect to an infrastructure facility. The Agency shall pay the private party an amount according to an agreed schedule.

c) Furthermore the Policy clearly states what the PPP Policy does not include :

15. As defined in this PPP Policy, the PPP modalities do not include privatization, which is handled under a different framework and by different institutions.

d) The PPP Policy 2011 also states a very important aspect that has not been covered in the act but is in the policy on the minimum monetary ceiling for a PPP project's eligibility. Under the section on Project Pipeline in the policy (pp. 23 and 24) and section 62 it states clearly that projects valued at Rs. 100 million will only be considered or equivalent to approximately US 1 million dollars. .

62. Given the emphasis the Government is placing on PPPs to meet Sindh's infrastructure needs, all projects in the sectors not below the value of Rs. 100.00 million (a reasonable estimate may be made compulsory to accommodate advisor's fees) should first be considered for implementation on a PPP basis. If the concerned departments propose that a project be undertaken under traditional public procurement using public funds, they should justify their choice and demonstrate that this option would be more cost-effective for the Government or that the project does not meet selection criteria for PPPs. It should be noted that time saving is generally not a good justification to undertake a project in a non-PPP manner.:

Recommendation: For service contracts (option XIV) this ceiling must be brought down to Rs. 10 million with amendments to the PPP Policy 2011

4.8. The seventh input for the Sindh PPP Act 2010 is to extend the list of sectors in Schedule 1 of the Sindh PPP Act 2010 – these include now the addition of the following sectors to be covered under the PPP Act.

Under Schedule I the additional sectors to be considered for amendment include:

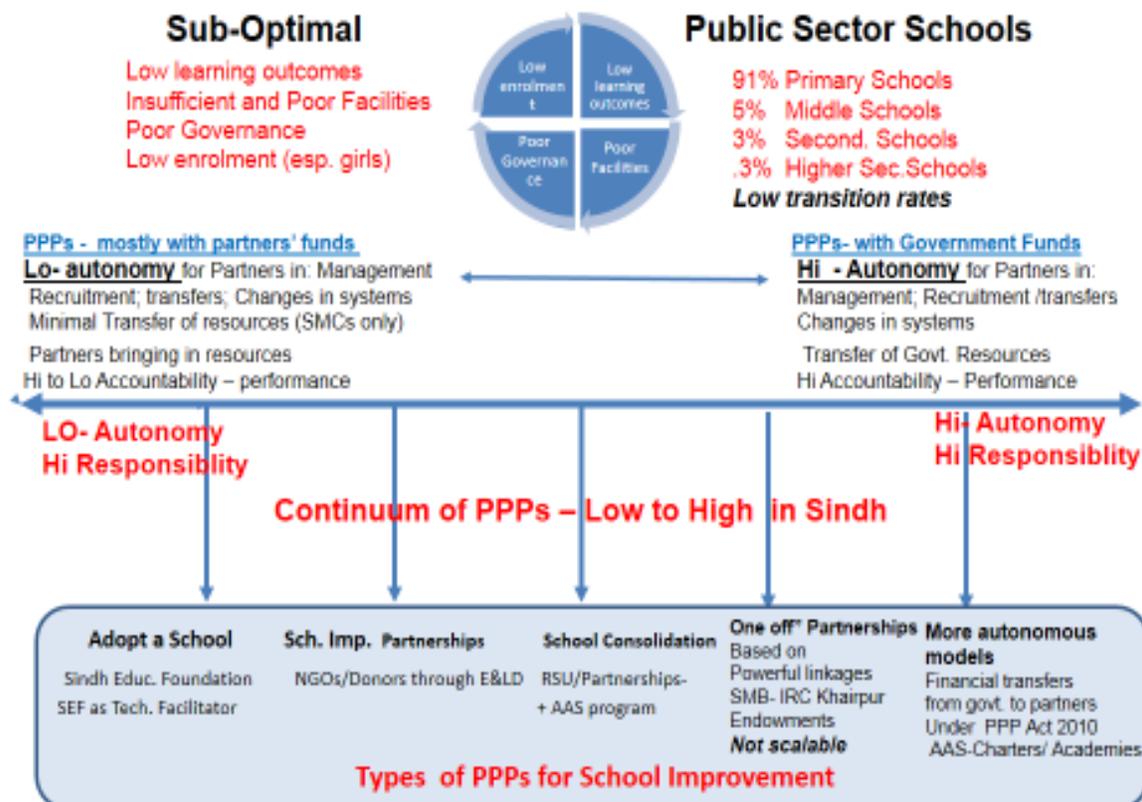
- Education (from ECD/ECE to Higher Education – including non-formal and literacy)
- TVET is already covered under the STEVTA act
- Social Welfare
- Special Education
- Women Development

5. AAS Policy /MOU – Extending the Review to a PPP Framework for School Improvement Continuum

5.1. The AAS is an initiative of the larger program for school improvement through Partnerships

For the purpose of a common frame of reference the following framework was prepared by the honorary consultant and shared with all Stakeholders for comments and discussion –it helps to conceptualize the logic behind partnerships and to see it as a continuum of low to high autonomy based on transfer of funds from government to partners and authority sharing along with responsibility. The different options of PPPs for school improvement in practice are listed at the bottom where the ideal would be to move towards the left end of the continuum but on the other hand remaining on the middle and right side options would also be justified in some cases. In short whatever is decided it should be done so with a logical rationale and established outcomes

Figure 1 – PPP Framework for School Improvement



5.2. Within this framework the AAS – Program is placed at the left hand corner – still limited in scope in terms of mobilizing funds and autonomy from the Government but with a need if so agreed to move left wards on the continuum – these options must be clearly examined with various categories of partners as an inclusive program.

Some Key Decisions on AAS in Sindh

- 5.3.** The adopters and other stakeholders present (Nov 25 meeting) suggested to let AAS remain with SEF of the variety that it is as there may be other forms of school improvement as well . The MOU must be amended and reflected in the policy of AAS – the first variety of the PPP – School Improvement programs.

If other varieties are to be examined for School Improvement and Partnership programs these may be developed as 3-4 options within the above framework with different types of:

- Partnerships
- Duration
- Risk Sharing and
- Resource Sharing from government to private partners and /or partners to schools

Revised version of the AAS MoU is attached as Annex

- 5.4.** The AAS policy review needs a two day session to be hosted by SEF by January 2014 for a new policy with full engagement of all stakeholders – this could be done with support of a consultant to explore the wider continuum of school improvement through partnerships. The MOU /Policy on AAS variety of school improvement may then be finalized.
- 5.5.** Other more autonomous right of the continuum approaches /programs may be tested by institutions such as the EFS and other partners of the E&LD that can be then interfaced with the PPP Act 2010 proposed amendments and the PPP Node if the programs fall within the criteria.
- 5.6.** The more central tendencies of PPPs or SIP through partnerships with NGOs/INGOSs /donors must also strive for possibilities for matching grants initiatives to be explored with clear guidelines on partnerships that encourage movement towards the right hand of the continuum with optimum results
- 5.7** **Rizq Foundation (an adopter of schools under SEF) and an important stakeholder has also given a proposal to be considered under AAS program or other school consolidation and support programs through PPPs (annex)**

6. Viability Gap Funding Support

6.1 **The donors/INGOs supporting Sindh Sector Reforms may also wish to support the VGF through a grant to stabilize and kick start PPPs in the sector (after the amendments are made) with specific conditions attached for specific initiatives encouraging PPPs in the sector for greater value added without putting burden on the service providers /partners .**

7. SEMIS To reflect PPPs – where this covers non-state schools:

The SEMIS team must reflect all PPPs including schools supported by SEF by assigning those schools specific SEMIS codes – a long overdue exercise that cannot wait any longer. This will help inform improved policies for public and private sector schools especially low cost private sector schools.

8. Website on PPPs and AAS

8.1 **A Website link has been generated for all Stakeholders, E&LD and SEF on PPPs on Education and more that can be hosted on as many websites for ready access to all key documents, key actors, and relevant depts. And the processes with some information from other countries on related materials (annex)**

9. Taking Forward for Amendment & Implementation by the Champions of PPPs/AAS in Sindh Government.

The Chief Secretary, Minister E&LD and ACS E&LD must give due consideration to the work done by very skilled stakeholders who gave their precious time and input for this collective exercise. Its impact will not only be felt in Sindh but elsewhere in Pakistan where education implicitly seeks partnerships for making expeditious gains but remain limited due to lack of legal cover and expanded options for improving access, equity and quality.

10. Establishment of PPP Node in E&LD

10.1 It is essential to set up the PPP node within the E&LD with Job Descriptions that can be derived from the PPP Policy 2011 document elaborated under the Terms of Reference for each governing and operational unit. It is also essential to undertake the amendments aligned to all other documents on the Board, PPP Policy 2011 and the Viability Gap Fund document (all on the websites of PPP Unit and also ITA).

With Profound Gratitude to the Champions of this Initiative in Government of Sindh and All Stakeholders who provided inputs, time and support.

Baela Raza Jamil

Honorary Consultant for the Government of Sindh to Review Sindh PPP Act 2010 and the AAS Policy /MOU

December 31, 2013

List of Annexures

1. Notification
2. List of Participants November 8th , 2013
3. List of Participants November 25th 2013
4. Amendments/tracked to Sindh PPP Act 2013
5. PPP Policy 2011 – pp11-12 – (Govt. of Sindh)
6. Email: Legal Opinion on Amendments proposed for Sindh PPP Act 2010 _ Raza Kazim Associates
7. Revised AAS _ MOU
8. Policy PPP Program Sindh by SEF
9. Proposal by Rizq Foundation (an Adopter) for school improvement – Education Support Centres
10. PPTs for the meetings
11. Meeting Minutes for 8th November 2013
12. Meeting Minutes for 25th November 2013
13. Web links developed for the Exercise
http://www.itacec.org/itacec_sindh_public_private_partnership.php
14. Photographs gallery
15. Stakeholders Responses for the PPP Act 2010 and AAS Program

Annex I

Annex Notification



GOVERNMENT OF SINDH
EDUCATION & LITERACY DEPARTMENT
Karachi, the dated 31 October 2013

NOTIFICATION

NO.SO(G-III)E&L/PPA/2013: With the approval of competent authority Ms. Baila Raza Jamil, Director Program, ITA and Education Expert, Reform Support Unit, Education & Literacy Department, Government of Sindh is appointed as a Honorary Consultant to review the following Law / Policy, she will also Co-opt any member for assisting her in the assignment:-

1. Public Private Partnership Act 2010.
2. Adopt a School Policy.

TORs

- i. She would propose amendments in the Public Private Partnership Act, 2010 and would also recommend changes in the "Adopt a School Policy" within one month.

--ADDL: CHIEF SECRETARY --
GOVT. OF SINDH

NO.SO(G-III)E&L/PPA/2013:

Karachi, the dated 31 October 2013

A copy is forwarded for information and necessary action to :-

1. Deputy Secretary Staff to Chief Secretary, Sindh, Karachi.
2. The Chief Program Manager, Reform Support Unit, Education & Literacy Department, Sindh, Karachi.
3. The P.S. to Additional Chief Secretary, Education & Literacy Department, Sindh Karachi.
4. P.A to Additional Secretary (G.A), Education & Literacy Department, Sindh, Karachi.
5. The Officer concerned.


SECTION OFFICER (G-III)

Annex: 2 List of Stakeholders November 08 , 2013 Consultation

Stakeholders to Review Sindh PPP Act 2010 and AAS Policy					
8th November 2013 - SEF Office					
Registration Sheet					
S. No.	Name	Organization	Designation	Phone	Email
1	Amima Sayeed	TRC	Senior Manager	0334-3030340	amimasayeed@gmail.com
2	Naveed A. Shaikh	IRD/CMP	Advisor	0321-2024744	nav.gos@gmail.com
3	Asghar Soomro	EFS	Head of Program PPP	0300-2015927	asghar.soomor@efs.org.pk
4	Lila Ram	UNICEF	Education Officer	0300-2772731	lram@unicef.org
5	Parvez Pirzado	USAID	Education Specialist	0300-5012686	ppirzada@usaid.gov
6	Dr. Sajid Ali	AKU-IED	Asstt. Professor	0333-3985715	sajid.ali@aku.edu
7	Anita Ghulam Ali	SEF	Managing Director	0300-8237906	directorsef@gmail.com
8	Lubna Khalid	SZABIST	Manager Schools and College	0333-3017606	imcmgr@szabist.pk
9	Farhana Iqbal	FPCCI	Advisor	0300-3522600	the_education_foundation@yahoo.com
10	Aziz Kabani	SEF	Director	0346-2828100	directorsef@gmail.com
11	M. Sajid Khan	EUTA, SESSP	Key Expert PFM	0321-5590747	sajidk7@hotmail.com
12	Hamza Khan Tagar	RSU	Deputy Program Manager	0300-9297542	hk.tagar@gmail.com
13	Qalander	HANDS	GM Education	0346-8209510	qalander.behrani@hands.org.pk
14	Sania Khursheed	RSU	SMC Coordinator	0332-2417868	saniakhursheed.rsu@gmail.com
15	Saba Ishrat	ITA	Regional Manager	0331-8999464	saba.ishrat@itacec.org
16	Yasir Ahmed	ITA	Asstt. CSR Manager	0331-8999467	yasir.ahmed@itacec.org
17	Baela Raza Jamil	ITA	Director Programs	0300-8439829	itacec@gmail.com
18	Bushra Umair	ITA	Program Manager	0333-2406753	b4u_umair@hotmail.com
19	Maria Mir	SEF	Asstt. Director-AASP	-	maria.ajaz@gmail.com
20	Sumaira Karim	SEF	Asstt. Director/ Exec. Officer	0345-2003637	sumairakarim123@gmail.com
21	Farida Zuberi	EFS	Program Director	0344-	farida.zuberi@efs.org.pk

				2353431	
22	M. Ibrahim Memon	Finance Department	Deputy Secretary	0321-2604778	ibrahim.memon1972@gmail.com
23	Syed Zakir Ali Shah	Education Deptt.	Special Secretary	0334-3653970	s_zakirishah@hotmail.com
24	M. Afzal Channa	RSU	Program Officer	0301-2196874	afzal_channa@hotmail.com
25	Hammad Umer	ACUMEN	Portfolio Associate	0308-2227718	humer@acumen.org
26	Bilal Hussain	ACUMEN	Portfolio Associate	0332-2525354	bhussain@acumen.org
27	Sajid Mohammad	British Council	Consultant	0301-8241185	-

Annex: 3 List of Stakeholders November 25th , 2013 Consultation

Registration Sheet							
S.No.	Name	District	Designation	Organization	Contact No.	Email Address	Postal Address
1	Fahad Ansari		Director PPP Unit Finance Department	PPP Fin Dept	0333-2724298	fahadkansari@hotmail.com	7th Floor, Building No.6, Sindh Secretariat
2	Dr. Yameen Memon	Hyderabad	Chief Executive	MDC	0300-9376995	yameenmemon@yahoo.com	C-20 GECH Society, Qasimabad
3	Asghar Soomro	Karachi	Head of Programs	EFS	0300-2015927	asgharsoomro@gmail.com	State Life Building 1-C, I.I. Chundrigar Road
4	Maria Mir	Karachi	Assistant Director AASP	SEF		maria.ajaz@gmail.com	
5	Sadiqa Salahuddin		Executive Director	IRC	0332-3793701	sadiqa.salahuddin@gmail.com	D-42, Block1, Clifton
6	M. Sajid Khan	Karachi	Key Expert SESSP	EU TA / British Council	0321-5590747	sajidk7@hotmail.com	
7	Baela Raza Jamil	Karachi	Director Programs	ITA	0300-8439829	itacec@gmail.com	House No. F-70, Block 8, KDA Scheme 5, Clifton
8	Yasir Ahmed	Karachi	Asstt. Manager CSR	ITA	0331-8999467	yasir.ahmed@itacec.org	House No. F-70, Block 8, KDA Scheme 5, Clifton
9	Bushra Umair	Karachi	Manager Programs	ITA	0333-2406753	bushra.itacec@gmail.com	House No. F-70, Block 8, KDA Scheme 5, Clifton
10	Naveed A. Shaikh	Karachi	AEGM	IRD	0346-8222274	naveed@irdglobal.org	
11	Jawed H. Siddiqui	Karachi	Chief Executive	RIZQ Foundation	0322-2915283	rizqfoundation@gmail.com	
12	Waris Gilani	Karachi	Program Manager	RIZQ Foundation	0321-2751455		
13	Sadaf Bhojani	Karachi	Education Officer	UNICEF	0336-2823594	sfbhojani@unicef.org	
14	Sania Khursheed	Karachi	Consultant RSU	RSU	0332-2417868	saniakhursheed.rsu@gmail.com	
15	Lt.Gen (R) Moinuddin Haider	Karachi	Adopter of Schools		021-35862990	moinhaider@hotmail.com	5, Askari Villas St.16, DHA.
16	Hamza Khan Tagar	Karachi	Deputy Program Manager	RSU	0300-9297542	hk.tagar@gmail.com	

Annex 4 – Revised – Amended Draft Sindh PPP Act 2010

PROVINCIAL ASSEMBLY OF SINDH NOTIFICATION KARACHI, THE 17th MARCH, 2010

NO.PAS/Legis-B-1/2010- The Sindh Public-Private Partnership Bill, 2010 having been passed by the Provincial Assembly of Sindh on 18th February, 2010 and assented to by the Governor of Sindh on 10th March, 2010 is hereby published as an Act of the Legislature of Sindh.

THE SINDH PUBLIC-PRIVATE PARTNERSHIP ACT, 2010

SINDH ACT NO: V OF 2010

(First published after having received the assent of the Governor of Sindh in the Gazette of Sindh (Extra-Ordinary) dated 17th March, 2010.)

AN ACT

To create an enabling environment for private sector participation in infrastructure development and services projects in the province of Sindh through public-private partnership projects.

Preamble.- Whereas it is expedient to expand the provision of infrastructure development and services and improve their reliability and quality for accelerating economic growth and achieving the social objectives of the Government; to mobilize private sector resources for financing, construction, maintenance and operation of infrastructure projects; to improve efficiency of management, operation and maintenance of infrastructure and development facilities by introduction of modern technologies and management techniques; to incorporate principles of fairness, competition and transparency in public-private partnership projects; and to provide for the matters ancillary there to for improvement in access and quality provision,

It is hereby enacted as follows:

CHAPTER I PRELIMINARY

1. Short title, extent and commencement. –

- (1) This Act may be called the Sindh Public-Private Partnership Act, 2010.
- (2) It extends to the whole of the Province of Sindh.
- (3) It shall come into force at once.

2. Definitions.– In this Act unless there is anything repugnant in the subject or context –

- a) “Act” means the Sindh Public-Private Partnership Act, 2010;
- b) “Agency” means a department, attached department, body corporate, autonomous body of the Government, local government, or any organization or corporation owned or controlled by the Government or local government;

- c) "Bid" means a bid tendered by a person who is eligible under this Act to submit a proposal to undertake a project;
- d) "Board" means the Public-Private Partnership Policy Board established under section 4;
- e) "Change of control" means and includes any assignment, sale, financing, grant of security interest, transfer of interest or other transaction of any type or description, including by or through voting securities, asset transfer, contract, merger, acquisition, succession, dissolution, liquidation or otherwise, that results directly or indirectly in a change in possession of the power to direct or control, or cause the direction or control of the management of the affected company or a significant aspect of its business;
- f) "Concession" means grant of a right of a public asset **and service** by an agency through the approval of Government in return for stipulated services or a promise that the right will be used for a specific purpose in the form of Build Operate Transfer (BOT), Design Build Finance Operate (DBFO) and any other variant of PPP.
- g) "Consortium" means a joint venture of persons, jointly and severally liable, controlled by private investors or at least majority thereof controlled by private investors, created for the purpose of forming a private party and entering into a Public-Private Partnership Agreement;
- h) "Construction" includes, reconstruction, rehabilitation, renovation, improvement, expansion, addition, alteration and related activities;
- i) "Conflict of interest" means a situation where any member of the Board receives or gives any financial or other remuneration in connection with the assigned position other than as authorized by the Board; (2) engages in any consulting or other activities that conflict with the interests of the Agency or the Board; or (3) has a direct or indirect financial interest in the outcome of any proposal before the Board;
- j) "Departmental Public-Private Partnership Node" means the cell established within an Agency which is authorized to identify Public-Private Partnership projects and carry out the initial screening and feasibility studies;
- k) "Director General" means the head of the Public-Private Partnership Unit appointed by the Government;
- l) "Government" means the Government of Sindh;
- m) "Infrastructure" includes facilities and services in one of the sectors listed in Schedule I;
- n) "Investment" includes development and pre-operative capital expenditures made or incurred on services, land, construction and equipment;

- o) "Lender" means a financial institution, bank, or establishment providing financial support with or without security;
 - p) "Local government" means a local government as defined in the (Sindh Local Government Ordinance, 2001 (XXVII of 2001)) ;Sindh Local Government Act 2013 ?
 - q) "Person" means a company, entity, firm, association, body of individuals, or a sole proprietor other than an Agency;
 - r) "Prescribed" means prescribed by rules or regulations made under this Act;
 - s) "Private party" means a person who enters into a Public-Private Partnership Agreement with an Agency.
 - sa) "Private Sector entities" given that the term appears in Section 2(x) below or might want to consider replacing the term appearing in Section 2(x) with "private party" as defined under Section 2(s) – Raza Kazim Associates
 - t) "Project" means a project implemented as a Public-Private Partnership in one of the infrastructure and services sectors listed in Schedule I;
 - u) "Project Development Facility" means a pool of funds including contributions from donor international agencies, which are available to pay for consulting services required for the preparation and execution of Public-Private Partnership Projects;
 - ua) "Project Implementation Unit" means the Project Implementation Unit, as established and constituted under Section 8
 - v) "Province" means the province of Sindh in Pakistan.
- | |
|--|
| <ul style="list-style-type: none"> w) "Public-Private Partnership" means a partnership carried out under a Public-Private Partnership Agreement between the public sector represented by an Agency and a private party for the provision of an infrastructure facility, management functions and / or service with a clear allocation of risks between the two parties; |
|--|
- x) "Public Private Partnerships Agreements" include all arrangements and/or agreements in writing, executed between government and private sector party ~~-(entities)~~ for the purpose of providing public infrastructure, community facilities and related services for improving quality, equity and access
 - y) "Public property" means any movable or immovable assets or rights which are in the public domain pursuant to law or contract ;
 - z) "Risk" means any event or circumstance affecting the project which can adversely affect performance and costs of any of the contractual obligations related thereto including design, construction, financing, operation and/or maintenance;
 - aa) "Services" means

- **“Services” means and includes any of professional activities concerning imparting of public benefits in publicly owned institution/facility and/or programme related or ancillary to the objective of that facility (s) and institution (s) as per list in Schedule 1**

bb) “Sindh Public Procurement Rules” means the Sindh Public Procurement Rules, as may be framed by the Government from time to time;

cc) “Viability Gap Fund” means the funds from the Government which are made available to the private party to cover revenue **and human resource/capacity/materials** shortfalls *where the users or beneficiaries are not required to pay for socio-economic benefits* through grants, subsidies or guarantees;

dd) “Unit” means the Public-Private Partnership Unit established under section 6;

ee) "User fee" means a levy, unitary charge, annuity, shadow toll or fee whether paid by the Government or the public, which may be charged by a private party under a Public-Private Partnership Agreement.

3. Private sector participation.

(1) Notwithstanding anything to the contrary in the laws in force, the Government, its Agencies and local governments will be authorized to seek participation from the private sector in appropriate projects subject to the provisions of this Act.

(2) Subject to the provisions of this Act and the procedures outlined in Chapters III and IV hereto, the Government and its Agencies shall be fully empowered to enter into agreements and arrangements in writing with private parties under mutually agreed terms and conditions in one or several project planning and management functions such as designing, financing, building, constructing, owning, operating and maintaining different infrastructure **and services** projects.

(3) The Government and its Agencies with the approval of the Government may enter into a Public-Private Partnership Agreement to vest public property in private parties for development and other appropriate purposes. The Government may transfer title and operational expenses in Public Properties to private parties on appropriate terms and conditions as the Government may deem fit.

(4) The Government shall be competent to pay any fees for services performed by private parties under duly authorized Public-Private Partnership Agreements including but not restricted to user fees, subsidies, revenue shortfall guarantees and may appropriate monies for such purposes.

CHAPTER II ORGANIZATIONAL FRAMEWORK

4. Policy Board. (1) There shall be a Public-Private Partnership Policy Board in the Province to formulate Public-Private Partnership policy based on strategic goals and ensure its implementation in the Province.

(2) The Board shall consist of the following persons – **(some amendments to be considered as suggested by stakeholders to reflect the spirit of PPP with more civil society/private members and sectoral specialist to be nominated by the Chief Secretary)**

(i) Chief Minister	Chairman
(ii) Advisor/Minister P&D	Vice Chairman
(iii) Chief Secretary	Member
(iv) Minister of concerned department	Co-opted Member
(v) Two(2) Members of Provincial Assembly to be nominated by the Assembly	Member
(vi) Additional Chief Secretary (Dev:), Planning and Development	Member
(vii) Secretary Finance	Member/ Secretary
(viii) Secretary of the concerned Department	Co-opted Member
(ix) Director General Public-Private Partnership Unit	Ex officio Member
(x) Three(3) members from the private sector to be nominated by the Chief Minister	Members
(xi) Sectoral Specialist to be nominated by the Chief Minister	Member

(3) The Board shall frame and approve Public-Private Partnership policies and accord final approval to all the projects selected for implementation under the Public-Private Partnership modality. PPP Policy Board, however, shall not entertain a local government project without the consent of the concerned authority.

(4) The members of the private sector shall be appointed for a period of two years and shall be eligible for reappointment for two terms only. Members of the Business Community, **Civil Society Organizations (registered under The Societies Registration Act, 1860, The Trusts Act (II OF 1882); The Cooperative Societies Act, 1925, The Voluntary Social Welfare Agencies (Registration And Control Ordinance 1961) and The Companies Ordinance 1984)** and of public sector shall be selected after careful consideration of any actual or potential conflicts of interest. **The private sector representatives and sector specialists for the Policy Board shall be nominated by the President, Federation of Pakistan Chambers of Commerce & Industry (FPCCI) or Pakistan Engineering Council?, as the case may be.**

If any conflict of interest arises during the tenure of any member from the Business Community, **CSOs** or the public sector, the Chairman of the Board shall order such member removed from the Board and replaced by another member.

(5) The meetings of the Board shall be presided over by the Chairman and in his absence by the Vice-Chairman.

(6) The decisions of the Board shall be taken by the majority of its members present. In case of a tie, the presiding member shall cast the deciding vote.

(7) All orders, determinations, and decisions of the Board shall be rendered in writing and signed by the Director General or any of the Directors on his behalf subject to approval of Chairman or Vice Chairman, as the case may be.

5. Functions of the Board:-

(1) The Boards shall :-

- I. Formulate a Public-Private Partnership policy, guidelines and rules for the Government;
- II. Supervise and coordinate implementation of the Public Private Partnership policy by the Agencies;
- III. Approve, reject or send back for reconsideration the project proposal submitted by an Agency within six(6/2) months;
- IV. Decide on any direct or contingent support for a project proposal submitted by an Agency;
- V. Approve, reject or send back for reconsideration the recommendation submitted by an Agency for the contract award to a private party;
- VI. Issue risk management guidelines, to assess that the government support for projects is included in the annual budget of the Province and that such support is fiscally sustainable, and establish procedures to implement such guidelines consistent with this Act;
- VII. Assist the Agencies in solving major problems impeding project preparation and implementation.;
- VIII. Approve funding for projects receiving support through the Project Development Facility;
- IX. Be the final deciding authority for all the projects; and
- X. Take all other steps necessary to give effect to the provisions of this Act.

(2) The Board shall frame and publish a clear and comprehensive Public-Private Partnership policy outlining criteria for selection of projects and giving general principles for selection of private parties. The policy shall work as the basis for allowing private sector participation in projects. And such policy, once agreed upon by the Board, shall be adopted in letter and in spirit, until such time as and when the Board may amend or revise such policy, upon mutual agreement of the Board.

6. Public-Private Partnership Unit:-

(1) The Government shall, by notification, establish the Unit in the Finance Department to promote and facilitate the development of Public-Private Partnerships in the Province, assist an

Agency in preparing and executing mega projects which could afford the cost of project structuring and due-diligence, and act as a catalyst for Public-Private Partnerships.

(2) To achieve the objectives in subsection (1), the Unit shall:

- I. Assist the Board in formulating, implementing the Public Private Partnership Policy and provide technical support to the Board and act as its secretariat;
 - II. Develop operating guidelines, procedures and model documents for projects for approval by the board;
 - III. Develop technical and human resources to support Public-Private Partnership initiatives at the agencies;
 - IV. Provide technical support and advice to the Agencies throughout the Public-Private Partnership process;
 - V. Evaluate and prioritize project proposals submitted by the Agencies;
 - VI. Evaluate the type and amount of government support sought for a project;
 - VII. Review the bid evaluation report submitted by an Agency;
 - VIII. Prepare and regularly update a pipeline of projects ;
 - IX. Oversee project implementation and issue semi-annual review and annual consolidated reports on the Public-Private Partnership projects in the Province; and
 - X. Perform any other functions and duties which may be assigned to it by the Board.
- (3) The Unit may procure for consideration or for free, technical and professional assistance and advice which it deems necessary from other governmental authorities, multilateral agencies, professional bodies and private firms. The Unit may also provide technical assistance and advisory services to the persons and entities in the Province and elsewhere for consideration or for free, as it deems appropriate.
- (4) The Unit, however, may take up project structure activities mentioned at section 7 (2), either on the request of an agency or if the PPP policy Board assign this task to PPP Unit.

7. Departmental Public-Private Partnership Nodes:

- (1) The administrative head of each Agency which seeks to implement a project on a Public-Private Partnership basis, shall form a Public- Private Partnership Node with the approval of concerned Minister consisting of officers from within the Agency or other Agencies as the case may be, which may include representative from the Finance Department, and independent technical and legal experts if deemed appropriate to develop the project.
- (2). The Public-Private Partnership Node shall:
 - I. Identify suitable projects and prioritize these within its sector or geographical area of responsibility;
 - II. Recruit transaction advisors for project preparation and tendering;
 - III. Supervise the preparation of the feasibility study and if its outcome is positive, submit the project proposal through the Unit to the Board;
 - IV. Conduct a competitive tendering process consisting of pre-qualification and bidding to select the private party;
 - V. Carry out bid evaluation and submit recommendation on contract award to the Board;
 - VI. Negotiate and sign the Public-Private Partnership Agreement;
 - VII. Monitor and evaluate implementation and operation of the project;
 - VIII. If needed, seek support and advice from the Unit for the performance of any of the above function; and
 - IX. Prepare periodic progress reports on the Agency's projects to be submitted to the PPP Policy Board through Unit.

8. Project Implementation Unit:-

- (1) For each Concession Contract awarded to a Public Private Partnership Company, there shall be a Project Implementation Unit, to oversee day to day implementation, particularly during the construction period, of the project in terms of the Public- Private Partnership Agreement and the laws in force.
- (2) The Project Implementation Unit may be established, as and when needed, at the discretion of the administrative head of the Agency consisting of its officers. The administrative head may appoint outside officers, professionals and consultants to serve on the Project Implementation Unit if so required.
- (3). The Project Implementation Unit shall also liaise between the Government and the Public-Private Partnership Company for effective project implementation.
- (4). The Departmental Public-Private Partnership Node shall be responsible to the administrative head of the Agency and shall provide it and the Unit with periodic progress

reports.

CHAPTER III PROJECT DELIVERY PROCESS

- 9. Public-Private Partnership arrangements:-** Subject to obtaining all required approvals and completing the necessary due diligence and appraisal of the project and the prospective private party, an Agency may –
- I. Enter into a Public-Private Partnership Agreement with the private party, through its administrative secretary or officer with equivalent rank and status, for the performance of any of the various tasks related to design, construction, operation, and maintenance of infrastructure facilities **and/or services**;
 - II. Arrange or provide for a payment to the private party in accordance with the terms and conditions of the Public-Private Partnership Agreement;
 - III. Enter into an agreement with any entity for funding or guaranteeing a Public-Private Partnership project;
 - IV. Transfer, through the Administrative Secretary, an interest in a Public-Private Partnership project to a private party or subject to the approval of the Government, to a nominee of the private party by transfer, assignment, conveyance, lease, license or otherwise;
 - V. Enter into an arrangement with any other Agency, the Government Department or a body, board or entity owned or controlled by the Government for a Public-Private Partnership project; and
 - VI. Subject to the Public-Private Partnership Agreement, assume or transfer an interest in a private party or a nominee of the private party by transfer, assignment, conveyance, sale, grant or surrender,.
- 10. Project identification and preparation:-** (1) An Agency shall identify and prepare a project, and shall complete this phase before tendering.
- (2) The Agency shall identify and conceptualize potential projects from its master **and/or sector** plans and other planning documents.
 - (3) The preparation of the projects shall consist of a feasibility study, initial environmental examination, environmental impact assessment in line with Industry international best practices if required, risk analysis, analysis of the need for Government support, stakeholder –**beneficiary** consultations, determination of the appropriate Public-Private Partnership modality, and preparation of bidding documents including a draft Public-Private Partnership Agreement.
 - (4) The Agency shall prioritize the projects within its sector and, or geographical area using criteria such as supply and demand gaps, social and economic benefits, financial attractiveness, risks and uncertainties involved, and readiness for implementation.

(5) The Agency shall submit each viable project proposal through the Unit to the Board.

11. Project prioritization and approval:–

(1) The Unit shall exercise quality control by reviewing the viability of the project proposals and completeness in terms of documentation.

(2) The Unit shall prioritize the projects that pass the review across sectors and the Province, by taking into account provincial development objectives, and submit them to the Board for approval.

(3) The Unit shall include approved projects in a priority list of the Province and widely publicize them.

12. Approval of government support:– (1) Requests for government support described in Section 15 shall be an integral part of the project proposals submitted by the Agencies.

(2) The Unit shall review and analyze all requests for government support with budgetary implications and shall evaluate the justification and eligibility for such support and the fiscal impact of the related direct and contingent liabilities.

(3) Based on this review and analysis, the Unit shall make a recommendation to the Board for approval, rejection or reconsideration of the requested support.

(4) After approval of the Board, the Unit shall make necessary arrangements for including such support in the budget of the Province.

13. Selection of the private party:–

(1) After the approval of the project proposal by the Board, the Agency shall select the private party for the project through open competitive bidding.

(2) The Agency shall not enter into direct negotiations with any person without open competitive bidding. Clarifications may take place during the bid evaluation process subject to principles of integrity, transparency and equal opportunity.

14. Change of control and transfer restrictions:-

(1) If a Consortium is the pre-qualified person, it shall notify the Agency of all changes in the shareholding of the Consortium prior to contract award. Such changes may be approved by the Agency, provided they are carried out in conformity with the terms and conditions of the bidding and do not jeopardize the Consortium's pre-qualification;

(2) If the consortium fails to comply with requirement of subsection 14(1), the consortium shall be disqualified

(3) After the contract award, the members of the Consortium may, with the prior approval of the Government and subject to conditions set forth in the Public-Private Partnership Agreement,

voluntarily or involuntarily cause, permit or undergo any change of control; or transfer their interests in the private party to third parties, provided they are able to be replaced by an entity or entities at least as legally, technically and financially qualified to meet their project obligations.

15. Government support:

(1) Government support approved by the Board for a project may include any of the following:

- I. Administrative support to the private party consistent with the private party's responsibilities under the Public-Private Partnership Agreement in obtaining licenses and clearances on human resource capacity building component from the Government, a public sector organization or an Agency, for the purposes of the project on such terms and conditions as may be prescribed; provision of utility connections for power, gas and water at project site; acquisition of land or rights of way necessary for the project; rehabilitation and resettlement of displaced persons directly required to execute the project; and any other administrative responsibility;
- II. Asset-based support such as leasing land and / or infrastructure facilities owned by the Government or an Agency to the private party. The need for this type of support shall be determined on a case-by-case basis;
- III. Direct financial assistance through the Viability Gap Fund. This type of support shall be offered only for projects which are economically and socially viable but not financially attractive if constrained by affordable user fees; its amount shall be determined through bidding.
- IV. Government guarantees for political risks under the Government's control such as changes in the Public-Private Partnership policy, delay of agreed user fee adjustments, early termination of the Public-Private Partnership Agreement with no fault of the private party, and expropriation; this type of support shall be made available for all projects; and
- V. Government guarantees for other risks such as force majeure, demand risk, and default by an Agency on payments for works and services delivered by the private party (off-take risk); the need for this type of support shall be determined on a case-by-case basis as part of the risk sharing analysis undertaken during project preparation.

(2) All of the government support for the project shall be clearly indicated in the bidding documents and included in the Public-Private Partnership Agreement.

16. Preparation and negotiation of Public-Private Partnership Agreement:–

(1) The draft Public-Private Partnership Agreement shall form a part of bidding documents.

(2) The draft Public-Private Partnership Agreement shall clearly define the legal relationship between the Agency and the selected private party, as well as their respective rights and responsibilities, including the specific government support for the project.

(3) The draft Public-Private Partnership Agreement shall include but not limited to the following provisions, as applicable:

- I. Type of project;
- II. Term of the Public-Private Partnership Agreement;
- III. Scope of work and services to be provided under the project;
- IV. Main technical specifications and performance standards;
- V. Environmental, **Gender** and safety requirements;
- VI. Implementation milestones and completion date of the project;
- VII. Cost recovery scheme through user fees **and/or subsidy-grant in aid**, including a mechanism for periodical adjustment;
- VIII. Performance bonds for construction works and operation;
- IX. Minimum insurance coverage;
- X. Acceptance tests, procedures **and baseline benchmarks**;
- XI. Rights and obligations of the parties to the Public-Private Partnership Agreement, including risk sharing;
- XII. Penalties and liquidated damages provisions for delays; XIII. Type and amount of Government support;
- XIV. Hand back requirements at the end of the term of the Public-Private Partnership Agreement, if any;
- XV. Warranty period and procedures after the hand back;
- XVI. Requirements and procedure for variations of the Public-Private Partnership Agreement; XVII. Grounds for and effects of termination of the Public-Private Partnership Agreement, including *force majeure*;
- XVIII. Compensation formula for early termination scenarios;
- XIX. Procedures and venue for dispute resolution;
- XX. Financial reporting by the private party; and

XXI. Supervision mechanism of the Agency.

XXII: Type and amount of service relevant to the sector with provision of baseline, midterm and end of term target/s assessment for outcomes based performance

(4) The Agency shall not enter into a Public-Private Partnership Agreement unless the procedure specified in this Act has been followed.

(5) Contract negotiations for the conclusion of a Public-Private Partnership Agreement shall be completed between the Agency and the private party within six months after the contract award.

17. Project implementation and operation:

(1) Before signing the Public-Private Partnership Agreement with the Agency, the private party **may** establish, without changing its shareholding and subject to conditions set forth in the bidding documents, a special purpose company for implementation of the project, which shall assume all the rights and obligations of the private party.

(2) For major construction works, the private party shall prepare a detailed engineering design and implementation plan in accordance with the main technical specifications prescribed in the Public- Private Partnership Agreement and submit it first to Pakistan Engineering Council for its clearance and then to the Agency for approval prior to the start of construction.

(3) The private party shall carry out the construction **and services** for the project in accordance with the performance standards and specifications prescribed in the approved engineering and/or **services design**.

(4) To guarantee its performance in the construction works, the private party shall post a bond or furnish a bank guarantee, which shall be valid up to the end of the warranty period under the construction contract and acceptance by the Agency; for projects, which include operation by the private party, the private party shall post or furnish another performance bond or bank guarantee upon the acceptance of the completed works to guarantee compliance with the operating parameters and standards specified in the Public-Private Partnership Agreement.

(5) Within twelve months of the signing of the Public-Private Partnership Agreement, the private party shall achieve financial close for the project or as the case may be in the Concession Agreement, defined as a legally binding commitment of equity holders and lenders to provide funding for the entire investment. Any delay in reaching financial close beyond such period shall be reported by the Agency to the Board, with an explanation for the delay so that the Board can determine if the project is capable of being financed under the proposed Public-Private Partnership modality or whether other alternatives including traditional procurement should be considered.

CHAPTER IV

PROCUREMENT

18. Public procurement laws to apply:

(1) The procurement process shall be governed under Sindh Public Procurement Rules framed from time to time by the Government.

(2) The Agency shall ensure that the Sindh Public Procurement Rules have been followed in letter and spirit from the pre-qualification stage through bidding and contract signing. In all instances, the procedures shall be transparent with full disclosure of the procedures and results of the pre-qualification and bidding.

(3) In view of the special characteristics of procurement for Public-Private Partnership projects, the Board shall periodically review, with assistance of the Unit, the Procurement Rules which apply to Public-Private Partnerships, and seek any changes which are needed for successful operation of the Public-Private Partnership program.

(4) On completion of the private party's selection process, the Board shall certify that in its opinion, the selection of the private party has been made in compliance with the Sindh Public Procurement Rules.

19. **Award through open bidding:** Public competitive bidding shall be applied for the award of all Public-Private Partnership projects strictly in accordance with the provisions of the Act.

20. **Unsolicited proposals:** A person may propose a project to an Agency on its own initiative, and will be subject to the procurement procedures as may be prescribed.

CHAPTER V

FINANCE

21. Financing:

(1) Financing of a Public-Private Partnership project may be in such amounts and upon such terms and conditions as may be determined by the parties to the Public-Private Partnership Agreement. Without limiting the generality of the foregoing, the private party and the responsible Agency may propose to utilize any or all revenues which may be available to them by law to:-

- I. Issue debt, equity, or other securities or obligations;
- II. Enter into leases, concessions, and grant and loan agreements;
- III. Access any designated funds;
- IV. Borrow or accept grants from any source; and
- V. Secure any financing with a pledge of, security interest in, or lien on, any or all of its property, including all of its property interests in the facility.

(2) The Government may enter into an agreement with senior secured lenders of the private party pursuant to which, in the event of default of the private party, they or their duly appointed representative will have the right, but not the obligation, to step in and replace the private party or any of its contractors to cure the default and avoid termination of the Public-Private Partnership Agreement. Such agreement will be negotiated and signed at or before financial close.

22. **Viability Gap Fund:** – The Government may establish a Viability Gap Fund to support Public-Private Partnership projects and finance the gap between project revenues **and/or costs** constrained by affordability considerations and revenues/**social returns** needed to generate a fair return on investment for the Public- Private Partnership projects.

23. User fee:-

(1) The Government may impose and revise, through a notification in the official gazette, single or multiple user fees for different uses of the Public-Private Partnership **infrastructure** projects by different classes/**categories?** of the users.

(2) The Government may exempt, through notification in the official gazette, certain classes/**groups** of users from payment of the user fees.

(3) The Government may entrust the private party with collection of user fees.

(4) The Government shall set the user fees and/or **grants in-aid** at levels that ensure the financial viability of the project and fully cover the operations and maintenance expenses, plus a fair return to the private party. Notwithstanding the foregoing, if the Government elects to maintain the user fees at levels below levels that would ensure financial viability as described herein, then it shall compensate the private party for the difference through the Viability Gap Fund.

(5) Unless specified otherwise in the bidding documents, the Agency shall determine,

through bidding, the user fees which shall be adjusted periodically during the term of the Public-Private Partnership Agreement based on a formula using official price indices set forth in the Public-Private Partnership Agreement.

24. Reports and audits: - The Agency shall include appropriate reporting and audit requirements in the Public-Private Partnership Agreement, taking into consideration the nature of the project, its business structure, the source of financing and the financial commitments of the Government to the private party. To the extent required, the Agency may retain outside consultants and auditors to perform periodic reviews of the private party's accounts which may include the same reports submitted by the private party to its lenders.

CHAPTER VI Other Issues

25. Power to prescribe standards:

The Government may:

- I. prescribe and enforce performance standards for a Public-Private Partnership project, including standards of performance for a private party with regard to different aspects of the services to be rendered to the users and the Government;
- II. prescribe quality standards, including standards for the materials, equipment, processes and resources used, or persons employed, during all stages of the project to ensure sustainable delivery of services and adherence to the prescribed quality standards;
- III. link entitlement to the Viability Gap Fund, subsidy, annuity and other compensation and benefits with meeting certain performance standards as it may deem fit;
- IV. issue and enforce accounting guidelines for proper accounting of the projects; and
- V. prescribe any other standard for regulating the Public-Private Partnership projects.

26. Indemnity:

(1) The private party or its sub-contractor shall, subject to subsection

(2) be responsible for, and shall release and indemnify the Agency, its employees, agents and contractors on demand from and against all liability for -

(a) death or personal injury;

(b) loss of or damage to property, including property belonging to the Government or Agency or for which it is responsible;

(c) breach of statutory duty; and

(d) actions, claims, demands, costs, charges and expenses , including legal expenses on an indemnity basis;

which may arise out of, or in consequence of, the design, construction, operation or maintenance of the assets; the performance or non-performance by the private party or its sub-contractor of its obligations under the Public-Private Partnership Agreement; or the presence on the Government's property of the contractor, a subcontractor, or their employees or agents.

(3) The private party or its sub-contractors shall not be responsible or be obliged to indemnify the Agency for -

- I. any of the matter referred to in paragraphs (1) (a) to (d) above which arises as a direct result of the private party or its sub-contractor acting on the instruction of the Agency;
- II. any injury, loss, damage, cost and expense caused by the negligence or wilful default of the Agency, its employees, agents or contractors, or a breach by the Agency of its obligations under the Public-Private Partnership Agreement, or
- III. any claims made under the Act in respect of the Government's property.

27. Dispute resolution:–

(1) If a dispute arises out of or relates to the Public-Private Partnership Agreement, or the breach thereof, and if that dispute cannot be settled through direct discussions, the parties shall first endeavor to settle the dispute in an amicable manner by mediation administered by an independent and impartial person appointed by the Board, before resorting to arbitration. Thereafter, any unresolved controversy or claim arising out of or relating to the Public-Private Partnership Agreement, or breach thereof, shall be settled by arbitration in the city of Karachi or any other place in Pakistan or as agreed to by the parties specified in the Public-Private Partnership Agreement. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

(2) Disputes shall be decided in accordance with the law in force in Pakistan.

28. Termination of the Public-Private Partnership Agreement: – The Public-Private Partnership Agreement may be terminated in the following cases:

- I. **End of the term of the Public-Private Partnership Agreement.** Upon completion of the term of the Public-Private Partnership Agreement, the private party will hand back any public property to the Government, free and clear of all encumbrances and in satisfactory condition as determined by the Government following an inspection. The procedures for the hand back and indemnities if any shall be set forth in the Public-Private Partnership Agreement.
- II. **Unilateral termination of the Public-Private Partnership Agreement by the Government** acting in the public interest. Following notice and subject to the procedures set forth in the Public-Private Partnership Agreement, the Government shall compensate the private party for any investments made in the project, including any debts incurred and a sum which fairly represents the lost profit on such investments;
- III. **Default by the Agency under the Public-Private Partnership Agreement** of its obligations and expiration of any cure period, causing the private party to rescind the Public-Private Partnership Agreement. Following notice and subject to the procedures set forth in the Public-Private Partnership Agreement, the Agency shall compensate the private party for any investments

made in the project, including any debts incurred and the fair market value of the equity or any amount that fairly compensates the private party for its lost revenues in accordance with the terms of the Public-Private Partnership Agreement;

- IV. Default by the Private Party under the Public-Private Partnership Agreement.** If the private party fails to comply with the agreed milestone activities, or fails to achieve the prescribed technical and performance standards, or commits any substantial breach of the Public-Private Partnership Agreement, the Agency shall give written notice of the breach and notice to terminate to the private party and following expiration of any cure period may: (1) take over the project and assume all related liabilities of the private party, including its debt obligations; (2) allow lenders of the private party to exercise their step-in rights and security interests as specified in the loan documents for the project and replace the private party on the same terms and conditions, subject to approval of the substitute private party by the Agency; (3) take over the project and auction the remaining term of the Public Private-Partnership Agreement through an open competitive bidding to interested qualified investors and apply the proceeds to pay the debts of the private party; or (4) invoke its other contractual remedies such as liquidated damages which fairly represent the degree of loss incurred by the Government.
- V. The occurrence of a *force majeure* event** in the Public-Private Partnership Agreement shall be grounds for early termination at the request of either party and shall allow for a reasonable allocation of the risk of loss between the Government and the private party. The allocation of the risk and compensation formulae to be applied in such instance shall be set forth in the Public-Private Partnership Agreement.
- 29. Immunity to acts done in good faith.**– No suit, claim or other legal proceedings by a private party or by any person shall lie against the Board, the Unit, an Agency or an officer of the Board, the Unit, and other government officers or consultants, in respect of anything done or intended to be done in good faith and in accordance with this Act and other laws in force.
- 30. Power to make rules.**– For systemic and transparent enforcement of this Act and towards meeting its objectives the Government may, by notification in the official gazette, make rules for carrying out the purposes of this Act.
- 31. Power to frame regulations and guidelines.**– Subject to this Act and the rules made hereunder, the Board may approve regulations, procedures and guidelines to make operations under this Act, efficient, transparent and effective.

Schedule I [see sections 2 (j)]

INFRASTRUCTURE & SERVICE SECTORS

Canals or dams;

Education (ECD to Higher Secondary level incl.non-formal) g non-formal and Higher Education) *TVET TEVT is already covered by STEVTA law ;*

Health facilities;

Housing;

Information technology;

Land reclamation;

Power generation facilities; including Coal and power generation Roads (provincial highways,

district roads, bridges or bypasses); Sewerage or drainage;

Social Welfare

Solid waste management;

Special Education

Sports or recreational infrastructure, public gardens or parks;

Trade fairs, or cultural centers;

Urban transport including mass transit or bus terminals;

Water supply or sanitation, treatment or distribution; and

Wholesale markets, warehouses, slaughter houses or cold storages.

Women Development & Empowerment

Tourism and Resort Development

BY ORDER OF THE SPEAKER PROVINCIAL ASSEMBLY OF SINDH

**HADI BUX BURIRO SECRETARY
PROVINCIAL ASSEMBLY OF SINDH**

Annex: 5

PPP Policy 2011 – pp11-12 – (Govt. of Sindh)

14. The Sindh PPP Act 2010 describes various concession contracts found in PPP arrangements but does not restrict the contract arrangements to the defined few. Following categories will be used in processing PPP proposals in Sindh depending upon the suitability to the specific project. These categories are indicative and do not restrict government agencies from applying other arrangements with the approval of the PPP Policy Board:

(i) Build-and-Transfer (BT): A contractual arrangement whereby the private party undertakes the financing and construction of an infrastructure project and after its completion hands it over to the Agency. The Agency will reimburse the total project investment, on the basis of an agreed schedule. This arrangement may be employed in the construction of any infrastructure project, including critical facilities, which for security or strategic reasons must be operated directly by the Agency.

(ii) Build-Lease-and-Transfer (BLT): A contractual arrangement whereby the private party undertakes the financing and construction of an infrastructure project and upon its completion hands it over to the Agency on a lease arrangement for a fixed period, after the expiry of which ownership of the project is automatically transferred to the Agency. The lease payments are structured to reimburse the Private Party for its investment and repay the loan.

(iii) Build-Operate-and-Transfer (BOT): A contractual arrangement whereby the private party undertakes the financing and construction of an infrastructure project, and the operation and maintenance thereof. The private party operates the facility over a fixed term during which it is allowed to collect from project users appropriate tariffs, tolls, fees, rentals, or charges not exceeding those proposed in agreement. This enables the private party to recover its investment and operation and maintenance expenses for the project. The private party transfers the facility to the Agency at the end of the fixed term that shall be specified in the Public-Private Partnership Agreement.

(iv) Build-Own-and-Operate (BOO): A contractual arrangement whereby the private party is authorized to finance, construct, own, operate and maintain an infrastructure project, from which the private party is allowed to recover its investment and operating and maintenance expenses by collecting user fees from.

(v) project users. The private party owns the project and may choose to assign its operation and maintenance to a project operator. The transfer of the project to the Agency is not envisaged in this arrangement. However, the Agency may terminate its obligations after the specified time period.

(vi) Build-Own-Operate-Transfer (BOOT): A contractual arrangement similar to the BOT agreement, except that the private party owns the infrastructure project during the fixed term before its transfer to the Agency.

(vii) Build-Transfer-and-Operate (BTO): A contractual arrangement whereby the Agency contracts out an infrastructure project to the private party to construct it on a turn-key basis, assuming cost overruns, delays and specified performance risks. Once the project is commissioned, the private party is given the right to operate the facility and collect user fees under the Public-Private Partnership Agreement. The title of the project always vests in the Agency in this arrangement.

(viii) Contract-Add-and-Operate (CAO): A contractual arrangement whereby the private party expands an existing infrastructure facility, which it gets leased from the Agency. The private party operates the expanded project and collects user fees, to recover the investment over an agreed period. There may or may not be a transfer arrangement with regard to the added facility provided by the private party.

(ix) Develop-Operate-and-Transfer (DOT): A contractual arrangement whereby favorable conditions external to an infrastructure project, which is to be built by the private party, are integrated into the Public-Private Partnership Agreement by giving it the right to develop adjoining property and thus enjoy some of the benefits the investment creates such as higher property or rent values.

(x) Rehabilitate-Operate-and-Transfer (ROT): A contractual arrangement whereby an existing infrastructure facility is handed over to the private party to refurbish, operate and maintain it for a specified period, during which the private party collects user fees to recover its investment and operation and maintenance expenses. At the expiry of this period, the facility is returned to the Agency. The term is also used to describe the purchase of an existing facility from abroad, importing, refurbishing, erecting and operating it.

(xi) Rehabilitate-Own-and-Operate (ROO): A contractual arrangement whereby an existing infrastructure facility is handed over to the private party to refurbish, operate and maintain with no time limitation imposed on ownership. The private party is allowed to collect user fees to recover its investment and operation and maintenance expenses in perpetuity.

(xii) (XI) Joint Ventures (JV): Joint ventures (JVs) are also a form of PPPs in which a company is co-owned and operated by the public and private sector partners. We have seen JV extensively useful and suitable for economic sectors such as mining, manufacturing and agriculture, JVs in the infrastructure sectors like roads etc pose several problems. The Government's dual role as the regulator and a part owner could lead to conflicts of interest. A clear risk allocation, which is a major advantage of PPPs, is blurred by JVs. There are however, some inherent problems with JVs and that include direct negotiations and avoiding Competent Bidding Process which should always be avoided in JVs. Transparency is the underlying objective in all sorts of procurement and JVs are no exception to it.

(xiii) Management Contract (MC): A contractual arrangement whereby the Agency entrusts the operation and management of an infrastructure project to the private party for an agreed period on payment of specified consideration. The Agency may charge the user fees and collect the same either itself or entrust the collection for consideration to any person who shall pay the same to the Agency.

(xiv) Service Contract (SC): Any outsourcing contract by an Agency to any private party whereby the private party undertakes to provide services to the Agency for a specified period with respect to an infrastructure facility. The Agency shall pay the private party an amount according to an agreed schedule.

15. **As defined in this PPP Policy, the PPP modalities do not include privatization, which is handled under a different framework and by different institutions.**

Annex .6

Email: Legal Opinion on Amendments proposed for Sindh PPP Act 2010 Raza Kazim Associates

We have seen the proposed amendments to the draft act, reviewed the same and made suggestions for further amendments accordingly.

**Usman Raza Jamil
Advocate**

**For Raza Kazim Associates
13 Gulberg V, Lahore**

03.12.2013

RKAssociates Suggestions were:

Have read the draft of the proposed amendments to the Act...looks good...just some minor comments:

Please consider adding a definition of "Private Sector entities" after definition Section 2(s) "Private Party"..as the term "private sector entities" has been referred to in the definition of "public private partnerships agreements" under Section 2(x)..or consider doing away with the term "private sector entities" and replaced it with "private parties"

The definition of "Public Private Partnerships Agreements" under Section 2(x) may be amended to read as:

"includes all arrangements and/or agreements in writing between the government and private sector entities for the purpose of providing...." rest is ok..

For the definition of Services, it should read as "Services" means and includes.... the use of the word "includes" in statutes allows for providing the necessary scope for making sure that other similar items are included within a definition clause.

Regards,

Annex 7. Revised AAS _ MOU

AGREEMENT

This Agreement is made in Karachi on this _____ of _____.

BETWEEN

Government of Sindh, through Education & Literacy Department, Tughlaq House, Court Road, Karachi.
(Hereinafter referred to as Government and/or Owner)

AND

M/s: _____ having registered office/ address
_____ acting through Mr.
_____ **Designation** _____ having CNIC
No. _____
address. _____ (here
in after referred to as "Adopter")

WHEREAS, Government of Sindh intend to improve existing Government schools identified by District Government, into quality schools under its Adopt a School Program. These schools will be improved by the Adopter with **an overall objective of enhancing student learning outcomes through specific strategies well reflected in the annual School Development Plan.**

AND WHEREAS, the District Education Officer concerned _____ and Managing Director, Sindh Education Foundation have been assigned to act as enabler and facilitator respectively.

AND WHEREAS, the Adopter is willing to take responsibility of the Government owned School namely _____ situated at (Village), (UC), (District) _____ SEMIS Code # _____ and undertake to upgrade the adopted school as per terms and conditions laid down in this Agreement.

NOW, THEREFORE, it is hereby agreed as follows:-

1. OBLIGATION OF GOVERNMENT

- 1.1 The Government shall provide funding to the Adopted School through its regular annual development schemes and School Management Committee and it must pay utilities of the School
- 1.2 The Education and Literacy Department Government of Sindh shall ensure the Government teachers/head teachers are identified and attend trainings regularly aligned with the Government's overall training strategy and that the adopter is allowed complete access to the adopted government schools to observe and provide training and follow up support to teachers as per needs, participating in various capacity building programs
- 1.3 The Education and Literacy Department shall support the adopter to resolve School based issues and problems in coordination with concerned officers of Education Department.
- 1.4 The Government shall support Adopters for implementing the annual School Development Plan in partner schools for improving educational outcomes.

2. OBLIGATION OF ADOPTER.

- 2.1 The Adopter shall be responsible for the overall supervision of the adopted School with freedom to access the school/s after signing the MoU.
- 2.2 The Adopter shall serve as Patron of the SMC (to be reflected in the SMC booklet/rules) and must ensure active participation of the SMC through teachers and parental involvement. In case SMC does not exist in the School the adopter shall establish SMC through general body meeting and election.
- 2.3 The Adopter may hire teaching and non-teaching staff on contract as and when required with financial obligation on the adopter.
- 2.4 The Adopter shall mobilize material, financial and human resources for smooth functioning of School.
- 2.5 The Adopter shall ensure that the annual "School Development Plan" is annexed at Annexure "A" (which constitute part and parcel of this Agreement) shall be implemented in letter and spirit with joint support from E&LD. However, any amendment/ alteration or change in "School Development Plan" can only be done with the mutual consent of SMC, SEF and the Adopter.
- 2.6 The adopter will galvanize community support through SMC for enhancing enrollment in the Schools.
- 2.7 The Adopter shall maintain enrollment, attendance, retention and examination records of the adopted school/s as per agreed criteria and shall share periodical reports with stakeholders.

- 2.8 The Adopter shall work closely with school level stakeholders for the betterment of Schools especially for improving the overall quality of education and particularly creating positive impact on students' learning outcomes.
- 2.9 The Adopter may include government teachers from neighboring government schools in the local teacher training programs.
- 2.10 The Adopter shall not use the name, acronym or logo of government, enabler or facilitator.

3. RESPONSIBILITIES OF DISTRICT GOVERNMENT (ENABLER)

- 3.1 The concerned District Education Officer shall coordinate with the management of Adopted Schools and extend all necessary support to ensure that targets of SDP and others agreed are achieved in given time framework.
- 3.2 The concerned District Education Officer will ensure availability/presence of head teachers and teaching/non-teaching staff in partner schools according to sanctioned posts.
- 3.3 The concerned District Education Officer will regularly participate in the coordination meetings.
- 3.4 The DEO will ensure regular presence of ADEO and Supervisor for close liasoning with the adopter and SMCs
- 3.5 All relevant government schemes for the school or schools' development will be applicable to adopted schools in a timely manner
- 3.6 SEMIS Officer at the district level will record and track improvement and/or challenges in the adopted school/s. The same shall be reflected at the provincial SEMIS consolidated data
- 3.7 DEO will have all necessary documentation on adopted schools, adopters in respect of MOU/Agreement- school improvement schemes – (hard and soft) initiated by the adopters for record, policy briefing and progressive improvement of the program.

4. RESPONSIBILITIES OF SEF (FACILITATOR)

- 4.1 SEF will be the **Focal Organization** for the program coordination
- 4.2 SEF will be responsible for the quality of audit of the program including baseline assessment of students/teachers; teacher development, curriculum enrichment, school monitoring and student assessment (mid-terms/end-line).
- 4.3 SEF shall provide facilitation for school adoption.
- 4.4 The SEF shall analyze/ review school needs and adopters' capacity to contribute

- 4.5 The SEF shall conduct/ facilitate Adopters' orientation regarding adoption process and parameter
- 4.6 The SEF shall facilitate with the stakeholders to develop a customized School Development Plan (SDP) and setting targets.
- 4.7 The SEF shall conduct/ facilitate capacity building sessions on school development planning for adopters as well as district government officials.
- 4.8 The SEF shall undertake advocacy for the initiatives through different media. SEF's website will be linked to the DoE's website for Adopt-a-School Program.
- 4.9 The SEF shall facilitate quarterly meetings of stakeholders.

5. Steering Committee

5.1 The overall progress of the program will be supervised by the Project Steering Committee (PSC) as per policy:

a)	Secretary Education & Literacy Department And/ or	Chairperson Special Secretary Schools
b)	Managing Director, Sindh Education Foundation	Co-Chairperson
c)	Director of the relevant Division	Member
d)	Member of Civil Society	Member
e)	Member of Civil Society	Member
f)	DEO E&LD of the target district	Member
g)	Coordinator, AASP of SEF	Member/ Secretary

- 5.2 All disputes, difference, doubt, difficulties, divergences etc of serious nature arising between the parties, will be resolved amicably, otherwise, it shall be referred to project Steering committee and its decision shall be final.
- 5.3 The member/s of the civil society will be notified by the Department of Education and Literacy, Government of Sindh.
- 5.4 Day to day issues will be resolved by the Coordinator AASP of SEF along with DEO of the district
- 5.5 The project Steering committee will hold quarterly meetings.

6. Duration of agreement

6.1 That the duration of this agreement shall be for _____years i.e. from _____ to _____. This period shall be extendable for a maximum period up to 10 years with the mutual consent of the parties, subject to satisfactory performance of the Adopter.

6.2 The parties can opt to cancel this agreement by giving a notice of six months and in extra-ordinary cases a notice period of three months to ensure a smooth transition ensuring no liability towards Government.

7. Indemnification.

7.1 The Adopter shall indemnify Education & Literacy Department, Government of Sindh for any loss or damages sustained owing to non-observance of agreement and/or any litigation arising out of implementation of agreement and/or any claim or charge against Adopter.

8. Responsibility of the Adopter.

8.1 The **Adopter**, without prior consent to be recorded in writing by the other partners to this agreement shall not assign or transfer or caused to be transfer or assign the responsibility under agreement or any part, share or interest thereof, to any third party.

IN WITNESS WHEREOF the Parties have set and subscribed their respective hands hereunder, the day, month and year first mentioned above.

**ON BEHALF OF
ADOPTER**

**ON BEHALF OF
DIRECTOR OF SCHOOLS**

Name: _____

Name: _____

Designation: _____

Designation: _____

NIC No. _____

NIC No. _____

**ON BEHALF OF
SINDH EDUCATION FOUNDATION**

**ON BEHALF OF
GOVERNMENT OF SINDH**

GOVERNMENT OF SINDH

Managing Director

Secretary

Sindh Education Foundation

Education & Literacy Department

Date of Signing the Contract: _____

Annex 8: ADOPT A SCHOOL PROGRAM (AASP) Policy

SEF's flagship public private partnership initiative, The Adopt-a-School Program was envisioned in 1997 with a vision to revive the failing public sector schooling system and involvement of the private sector. Concentrated efforts were made to mobilize resources and interest from the private sector and civil society to initiate a sustainable process of reforms in public schools. The program now fifteen years into operation has been able to generate models of successful private sector involvement for the purpose of bringing transformation in public schools of Sindh and has been replicated at the national level. Most of the adopters have contributed significantly in terms of financial and material resources resulting in conspicuous improvements in school infrastructure and environment.

VISION

To improve "under-performing" government schools through public private partnerships.

OBJECTIVES OF AASP

- Providing quality inputs to enrich the learning environment in the schools
- Facilitating adopters to develop and implement school development plans for improvement of adopted schools
- Mobilizing support from the civil society, private sector, NGOs/CBOs, corporate sector and philanthropists
- Developing and strengthening linkages with all stakeholders within and outside the school
- Gauging the impact of adopter's initiatives on the overall standard of education and learning outcomes
- Introducing co-curricular activities.
- Monitoring, supervision and support to schools.
- Increased involvement of parents and communities in school management.

ADOPTION PROCESS

Adoption process will comprise of the following steps:

1. **Application/Request** received from prospective adopter for new School Adoption
2. **Identification of school** based on the preference of the individual/organization.
3. **Meeting** with the school administration and **conducting need assessment** of the School by Adopt-A-School Program Team.
4. **Submission of Work Plan (School Development Plan)** of school for next three months by the prospective Adopter.
5. Screening Process: **Screening committee meeting** conducted by all Screening committee members, who are:
 - MD, SEF
 - Special Secretary Education
 - Two Civil society members
 - AASP coordinator

Functions of the committee:

- a) To access whether the potential adopter who has submitted request for adoption fulfills the request criteria
- b) To evaluate the potential adopter's educational background and past experience in the field of education
- c) To access the potential adopter's purpose and motivation for adoption.

- d) To discuss with the adopter, his work plan for the school to be adopted.
6. Steering committee: **Steering committee** chaired by Additional Chief Secretary Education and Literacy Department and co-chaired by MD-SEF for Finalization of adoption, if any.
Functions of the Committee:
- a) To approve request for adoption of parties who fulfill the criteria of having commitment and showing specific work plan for improving schools teaching and learning
 - b) To oversee the progress on AASP by holding quarterly review meetings
 - c) To resolve day to day disputes (if any) which may arise among the stakeholders.
 - d) To examine and decide differences, doubts, difficulties, divergences etc of serious nature arising between the parties. Its decision will be final.
7. Conditional signature / confirmation obtain from prospective adoption on **MoU / Contract:**
Agreement between 4 parties namely:
- Government of Sindh
 - SEF
 - The Adopter (Individual or NGO)
 - Director of Education
8. Stakeholder Meeting :
- In the **Stakeholder Meeting** registration of the relevant school is done by the following:
- Adopter
 - Headmaster/Headmistress
 - Concern District Education Officer
 - Adopt-A-School Program Team Member

ROLES AND RESPONSIBILITIES OF THE STAKE HOLDERS

GOVERNMENT (OWNER)

- The Education and Literacy Department through District Officer Education concerned will be responsible for ensuring that the school administration and teachers participate in the improvement vision with full commitment. The Education and Literacy Department Government of Sindh would be responsible for providing regular school budgets and other inputs including textbooks, stipends and SMC funds.
- The Government shall provide funding to the Adopted School through its regular annual development schemes and School Management Committees and must pay on time utilities of the School
- The Education and Literacy Department Government of Sindh shall ensure the Government teachers/head teachers are identified and attend trainings regularly aligned with the Government's overall training strategy and that the adopter is allowed entry into government schools to observe and provide training and follow up support to teachers as per needs, participating in various capacity building programs.
- The Education and Literacy Department shall support the adopter to resolve School based issues and problems in coordination with concerned officers of the Education Department.
- The Government shall support Adopters towards implementing the annual School Development Plan in partner schools (for improving educational outcomes).

DISTRICT GOVERNMENT (ENABLER)

- The concerned District Education Officer shall coordinate with the management of Adopted Schools and extend all necessary support to ensure that targets of SDP and others agreed are achieved in given time framework.
- The concerned District Education Officer will ensure availability/presence of head teachers and teaching/non-teaching staff in partner schools according to sanctioned posts.
- The DEO will ensure regular presence of ADEO and Supervisor for close liasoning with the adopter and SMCs.
- All relevant government schemes for the school or school's development will be applicable to adopted schools in timely manner.
- SEMIS Officer at the district level will record and track improvement and/or challenges in the adopted school(s).
- DEO will have all necessary documentation on adopted schools, adopters in respect of MOU/Agreement-school improvement schemes-(hard and soft) initiated by the adopters for record, policy briefing and progressive improvement of the program.
- The concerned District Education Officer will regularly participate in the coordination meetings.

ADOPTER (IMPLEMENTER)

- The adopters will be primarily responsible for implementing "School Development Plan" in the adopted schools. The SDP will be designed in accordance with the needs of the school and will be target oriented and time lined. It will entail specific objectives including key performance indicators and strategies to improve school's overall environment (infrastructure and ambience) as well as academics towards raising the standards of education and widening the horizon of learners. Since Adopters are SMC's patron, they will ensure that SMC funds are properly channeled towards servicing the school's development needs only. The quality interventions undertaken by Adopters should ensure improvement in children's learning outcomes.
- The Adopter shall be responsible for the overall supervision of the adopted School.
- The Adopter shall serve as Patron of the SMC (to be reflected in the SMC booklet/rules) and must ensure active participation of the SMC through teachers and parental involvement. In case SMC does not exist in the School the adopter shall establish SMC through general body meeting and election.
- The Adopter may hire teaching and non-teaching staff on contract as and when required with financial obligation on the adopter.
- The Adopter shall mobilize material, financial and human resources for smooth functioning of School.
- The Adopter shall ensure that annual "School Development Plan" shall be implemented in letter and spirit with joint support from E&LD. However, any amendment/ alteration or change in "School Development Plan" can only be done with the mutual consent of SMC, SEF and the Adopter.
- The adopter will galvanize community support through SMC for enhancing enrollment in the Schools
- The Adopter shall maintain enrollment, attendance, retention and examination certification record of the adopted school(s) as per agreed criteria and shall share periodical reports with stakeholders.
- The Adopter shall work closely with school level stakeholders for the betterment of Schools especially for improving the overall quality of education and particularly creating positive impact on students' learning outcome.
- The Adopter may include government teachers from neighboring government schools in the local teacher training programs.
- The Adopter shall not use the name, acronym or logo of government, enabler or facilitator.

SEF (FACILITATOR)

- The SEF will be responsible for receiving and processing requests as well as overseeing the project and facilitating adopters for school adoption and implementation of the school development plan in schools. SEF as a technical support agency will offer teacher training, develop and disseminate learning resources for classrooms and conduct student assessment and annual school monitoring.
- SEF will be the **Focal Organization** for the program coordination
- SEF will be responsible for the quality audit of the program including teacher development, curriculum enrichment, school monitoring and student assessment.
- SEF shall provide facilitation for school adoption.
- The SEF shall analyze/ review school needs and adopters' capacity to contribute
- The SEF shall conduct/ facilitate Adopters' orientation regarding adoption process and parameters of the program
- The SEF shall facilitate with the stakeholders to develop a customized School Development Plan (SDP) and setting targets.
- The SEF shall conduct/ facilitate capacity building sessions on school development planning for adopters as well as district government officials.
- The SEF shall undertake advocacy for the initiatives through media. SEF's website will be linked to the DoE's website for Adopt-a-School Program.
- The SEF shall facilitate quarterly meetings of stakeholders.

DURATION OF ADOPTION

The agreement will be time bound and will be signed for a period of three years, which can be renewed up to 10 years, with the mutual consent of the parties, subject to the satisfactory performance of the Adopter.

INDEMNIFICATION

The Adopter shall indemnify Education & Literacy Department, Government of Sindh for any loss or damages sustained owing to non-observance of agreement and/or any litigation arising out of implementation of agreement and/or any claim or charge against Adopter.

RESPONSIBILITY OF THE ADOPTER

The Adopter, without prior consent to be recorded in writing by the other partners to the agreement shall not assign or transfer or caused to be transfer or assign the responsibility under agreement or any part, share or interest thereof, to any third party.

Annex: 9 Proposal By Rizq Foundation

Anita Ghulam Ali,
Chief Executive,
Sindh Education Foundation,
Amir Khusro Road,
Karachi

22 November, 2013

Subject: My proposal on revival of State Schooling System in Sindh through mutual partnership of Sindh Education Foundation, Civil Society Organizations and Sindh Education Department

Dear Anita Apa, Salams

I thank you for all your kindness, valuable cooperation and support that you have extended to us so far in our efforts to adopt government schools under your Adopt a School Program.

Rizq Foundation now wishes to work with a broader objective of reviving Education at Government Primary and Secondary Schools throughout Sindh. While this may appear to be an ambitious task, given the will and dedication of all participating stakeholders I do not see it as an impossible goal.

PLEASE PAY ATTENTION TO MY FOLLOWING OBSERVATIONS AND PROPOSAL AS YOUR OWN PERSONAL INTEREST IN THIS REGARD WILL BE KEY TO OUR SUCCESS:

Why Government Schools Become Dysfunctional:

It is a common belief that government schools become dysfunctional because of the unwillingness of teachers to attend them. While it is true to a great extent, this is not exactly true in all cases.

There are several government school teachers who are willing to attend schools. For instance, When we took over 5 closed schools under your Adopt a School Program in District Thatta, our initial impression was that we will have to employ our own teachers to teach at these schools. But once these schools were taken over by us, we saw teachers slowly return to take up their duties within next few weeks. Now we have only one school where we have employed our own teacher.

There are several other reasons which lead to the absence of teachers from schools and their eventual closure, such as lack of transportation facilities to travel to schools. This is particularly a problem in case of Lady Teachers who cannot use Motorcycles as means of transportation as compared to their male counterparts. Lack of accommodation available to the teachers where they have been posted from a different city is also one reason why they are unable to attend schools.

A number of schools are deserted by the students and communities not by the teachers. A number of rural communities in Sindh are unsettled communities. They are of a nomadic nature who move from one place to another searching for greener pastures to feed their flocks. Hence, several schools are left behind with no populations around them.

Why state schooling system becomes dysfunctional.

While a lot has been written and said about corruption, mismanagement, political appointments and other reasons for the failure of state schooling system, to me the fundamental reason for failure of this system is that it thrives on a rather old fashioned beaucocratic system of governance that is run by EDOs, ADOS and Supervisors who often lack the will and ability to carry out their delegated tasks and are not held accountable for their failure to do so.

The solution lies in creating proper professional management structures at the UC level who are given the entire task of managing the state schooling system at the Union Council Level.

Reviving the closed Government Schools is a better option than building new schools.

Ever since, the state schooling system became dysfunctional in the province of Sindh leading to closure of an extraordinary number of schools, a number of new schools are now being built by the private sector NGOs, philanthropists and other institutions under sponsorships from international donors, as a replacement for these schools. Billions of rupees are being spent under these programs.

Thus, while Government continues to spend billions of rupees on feeding a dysfunctional state schooling system, Billions more are spent by the private sector on creating a parallel schooling system which has limited outreach and cannot meet the needs of entire population in Sindh.

Hence under present environment, while the Sindh government will build up more schools every year to add to its present stock of 42,000 primary and secondary schools most of which are now closed, private sector will build new schools at huge cost which will have a limited outreach. As most of the new schools built by Sindh Education Department will be eventually closed and not even a fraction of them is likely to be replaced by the private sector, the overall gap between the number of functional and dysfunctional schools in Sindh is likely to get widened leading to an ever growing population of out of school children in Sindh.

Adopt a School Program introduced by Sindh Education Foundation and the provincial government is a good Program But as it is not a funded program and lacks proper attention and support from the government it has achieved limited success. There are only 165 schools adopted so far under this program whereas under World Bank Funding 390 private schools are being supported under PPRS PROGRAM. (source SEF website).

THIS SHORT ANALYSIS LEAD US TO THE FOLLOWING CONCLUSIONS:

- (1) WHILE WE CONTINUE TO SPEND MORE TIME EFFORT AND MONEY IN CREATING PARALELL EDUCATION SYSTEM BY SETTING UP NEW STATE PRIVATE SCHOOLS, LITTLE EFFORT TIME AND MONEY IS BEING SPENT ON REVIVING STATE SCHOOLING SYSTEM WHICH HAS BECOME LARGELY DYSFUNCTIONAL CREATING AN EVER INCREASING POPULATION OF OUT OF SCHOOL CHILDREN.
- (2) AS THERE IS A SURPLUS NUMBER OF TEACHERS AVAILABLE WITH THE PROVINCIAL EDUCATION DEPARTMENT, AND THERE ARE AMPLE NUMBER OF SCHOOL BUILDING AVAILABLE IN CLOSED SCHOOLS, ANY SUCCESSFUL EFFORT DIRECTED AT REVIVING THE STATE SCHOOLING SYSTEM AT DISTRICT AND UC LEVELS IN SINDH WILL BE MORE PRODUCTIVE AND CARRIED OUT AT A MINISCULE OF THE AMOUNT OF MONEY BEING SPENT BY PUBLIC AND PRIVATE SECTOR ON BUILDING NEW SCHOOLS.

WITH THIS IMPORTANT ANALYSIS AND CONCLUSION I WISH PUT UP THE FOLLOWING PROPOSAL:

EDUCATION SUPPORT CENTRES SHOULD BE ESTABLISHED AT UC LEVELS UNDER PUBLIC PRIVATE PARTNERSHIP THE OBJECTIVE OF REVIVING EDUCATION AT THE UC LEVEL IN ALL GOVERNMENT SCHOOLS IN A PARTICULAR DISTRICT.

These Centres shall be set up with the mutual participation of following stakeholders:

1. Sindh Education Department.
2. Sindh Education Foundation.
3. Civil Society Organization, philanthropist, or institution.
4. Donor organizations.

The prime task of these Centres shall be to ensure that entire state schooling system at the Uc Level is revived and remains functional throughout the year.

They will be set up with following goals and functions:

1. To ensure 100% enrolment of children in all government schools in the Union Council.
2. To interact and coordinate with local supervisors, headmasters and teachers and the heads of local communities to make all schools operational in the area.
3. To arrange for the transport, accommodation and other facilities required by the teachers to attend the schools.
4. To arrange for private teachers temporarily in the schools where government teachers cannot be arranged.
5. To monitor the quality and standard of education in all schools in the area.
6. To arrange for the Teachers training program in order to improve the quality and standards of teaching.
7. To undertake various research and analysis tasks in the area to assist other organs of Sindh Education Department such as SEF, RSU etc.
8. Each centre will have its own website on which it will compile its data on each school with regard to:
 - (a) No of Student Enrolled in each school. Boys and Girls
 - (b) The level of Education they have attained.
 - (c) The state of facilities available in each school. Etc
9. The SMC funds shall be disbursed to the Centre who shall ensure their proper utilization.

More details on exact Functioning and role these **EDUCATION SUPPORT CENTRES** can be established through further discussion and debate.

I strongly recommend that a pilot project be initiated by Sindh Education Foundation on this idea. The achievements and results of that pilot project will lead to a correct model of EDUCATION SUPPORT CENTRES which can be established throughout Sindh.

Rizq Foundation shall be pleased to become a partner with SEF in that pilot project.

I SHALL BE PLEASED TO MEET YOU ANY TIME TO DISCUSS THIS PROPOSAL.

Annex 10. PPTs for the Meetings

PPTs provided in CD

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Annex 11. Minutes of the Stakeholders meetings November 06, and 25th

MINUTES OF THE MEETING **November 8th 2013**

REVIEW & AMENDMENTS IN THE “PUBLIC PRIVATE PARTNERSHIP ACT-2010” **&** **REVIW OF “ADOPT A SCHOOL POLICY”**

SCHEDULE:

DAY/DATE:	Friday, November 08, 2013
TIME:	10:00 AM – 1:30 PM
VENUE:	Head Office, Sindh Education Foundation
CHAIR:	Professor Anita Ghulam Ali
CO-CHAIR:	Chief Program Manager – Reform Support Unit/ Baela Raza Jamil – Director Programs ITA and Designate Honorary Consultant for the Task

PARTICIPANTS: Representatives from Government, (Education & Finance), SEF, CSOs /NGOs; Private sector and Development Partners

AGENDA: To provide a platform to relevant stakeholders for jointly reviewing and proposing amendments in the Public Private Partnership Act & “Adopt a School Policy”, record their suggestions and propose amendments to consolidate a final document for presenting to the Chief Secretary Sindh.

MEETING PROCEEDINGS:

- Welcome and Opening Remarks
- Introduction
- Presentation of “Public Private Partnership Act”
- Presentation of “Adopt a School Policy” (with key points to consider)
- Open Discussion
- Proposed Amendments
- Way Forward.

BACKGROUND:

There was a meeting called on October 23, 2013 at Sindh Secretariat by the Chief Secretary Sindh Mr. Muhammad Aijaz Chaudhary with all Education Stakeholders from Government, Private Education Sector, CSOs and donors. He emphasized that there is an Education Emergency Situation in Sindh and a lot of actions are to be taken on immediate basis. Government of Sindh cannot work in isolation and needs support from the Private sector. The most emphasized areas were “**Public Private Partnership**” and “**Adopt a School Policy**”, and it was deemed critical to make these policies/strategies effective to tackle the current challenges of the Education Sector. In this regard Ms Baela Raza Jamil Director Programs Idara-e-Taleem-o-Aagahi (ITA) with support from Reform Support Unit was made responsible to work over the review of and Amendments in the said Provincial Acts & Policies along with all copted members as desired.

In this regard, ***“First Review Meeting”*** was called under the chairmanship of Professor Anita Ghulam Ali at Sindh Education Foundation. Special Secretary Schools, representatives from Finance Department, and number of other Education Stakeholders were co-opted to be a part of the review Panel. The Sections in the ACT were reviewed and the panel proposed the below Amendments and suggestions.

PUBLIC PRIVATE PARTNERSHIP ACT – 2010 – REVIW AND AMENDMENTS.

1. Even though the PPP Act is for all the sectors, but the PPP Act-2010 is more Infrastructure and construction oriented with services related primary to the various stages of construction and maintenance of facilities. As over many places, it has description of Canals Dams and number of other alike activities. The “services” element is completely missing in the document pertaining to areas of quality and equity.
2. The need here is to make the Act inclusive of services for all sectors mentioned in Schedule I so that it can provide legal cover to the government to seek support from private partners for a range of activities in respective sectors with a transparent procurement process and financing which is performance and outcomes based.
3. The meeting conveyors shared at the outset the need to be conservative but effective for inclusion of services with minimal amendments favorable to service sectors and, ideally generic in nature to apply to all sectors. The specific scope for each sector can be defined in a “Schedule” or Annex as the legal section deems appropriate
4. The act has .. . Chapter 1 consists of the core definitions or fundamental side of the ACT, whereas Chapter -2 discusses more governance and operational aspects of the PPP ACT 2010. The changes if made in the fundamental side of the ACT will be more generic and will apply to entire ACT easily.
5. The major addition was proposed that “Service Delivery” was to be added in the very definition of the ACT; this will support and include the interventions of Service Sectors like Education, Health, Population, Technical Vocational, WATSAN, etc. .
6. “How to define “SERVICES” and where this clause/section will be added was also part of the discussion. “Amima from Teacher Resource Centre and Pakistan Coalition for Education (PCE) was made responsible to propose the said definition along with Naveed Sheikh () .
7. It was decided that after Section 2 (h) in Chapter I, Services and type of Services will be added in Section 2(hh).
8. It was suggested that there is a need to insert a sentence in the preamble after the word “Techniques, to improve public service delivery, its access/provision and quality. It can also be added in the end after the word “There to”.
9. It was shared that Section 2(m) of Chapter I has discussed the “Service side”, however it is only infrastructure driven. The change in 2(m) will be less significant however change in the definition itself will be more concrete and inclusive. This would apply to all sectors as well.
10. Dr. Sajid from AKU, suggested that words like “Equity and Accountability” can also be made part of the preamble in the 6th Line after transparency, but the participants felt that this is contained in the existing terminology and not to disturb the text if it is broad based and clear. .

11. The Chair suggested that we need to understand the process of Law. We need to look at things in a broader perspective and add as little as possible, while making sure that the desired purpose is being successfully fulfilled.
12. Baela pointed out regarding the Viability Gap Funding (VGF) are for infrastructure and revenue oriented, we need to come up with an additional cover for VGF to include shortfall in funding in case of services to be met by both not for profit and for profit partners in the sector. This clause or addition may be added.

Action: Baela, Naveed and Deputy Sec Finance will work on the wording in compliance with the meaning of the term. Deloitte and Touche will also help as they are working with RSU for SERP II

13. Naveed Ahmed Shaikh suggested that we must define “Services” and need ensure that the list is comprehensive matched with the definition, which will later be compiled, consolidated and added in the amendment proposed. It is also to be decided where this definition will be added. He suggested that on Page # 11 Chapter III, 16-2 (XVII) the definition of service must be added.
14. After further discussion it was decided that 16-2 (XXII) will be added in order to insert “Type and amount of services relevant to the sector”.

Action: Amima (TRC) & Naveed () volunteered to craft the text for generic services relevant to all sectors that will be added .

15. “Services” to be included with “Infrastructure” in the entire document.
16. USAID Representative Mr. Parvez Pirzado also proposed that there is sufficient room in the composition part of the Chapter II, 2(XI) to define the Sectoral Specialist and the number of Sectoral Specialist who can be nominated.
17. The very first point raised was the composition of the Private members in the Board. The panel show high concern over the composition of the Policy Board and shared that this is very unfair to add only three representatives nominated by the chief Minister in the Policy Board. As when we talk about partnership there must be equal representation of both the parties. There are 14 members total in the Policy Board and the Private Sector representation is only around 20%. This can be either equalized or increased to some extent. The very idea of partnership must be reflected from the composition itself.
18. It was also discussed that the Government has this right and authority to define the extent and scope of power which will be given to the private partners in the Policy Board. Farhana Iqbal from FPCCI suggested that not only representation of both parties but also the decision making authority should be made equal.
19. A question was raised whether this Policy Board is functional or not, if yes what number of meetings have been conducted by the board as yet. It was brought into notice of the panel that the Policy Board for PPP exists in the “Finance Department” and there have been 10 meetings so far to date. The panel was also interested in knowing that if this board exists who the three representatives are in the Policy Board currently.

20. Mr. Azia Kabani however was of the view that the Role of Board of Directors and Committee must not be confused. **Committee is High profile CSO democratically elected.**
21. It was suggested that the Chief Minister who is the chairman of the Policy Board of PPP, may not be able to attend to all the boards he is the chairman of. In case of his unavailability there must be an alternate chairman like Finance Minister to play his role as a co-opted Chairman..
22. There must exist a “Node” in each department which constitutes the technical group but it does not exist as yet. This node will be responsible for all the projects under PPP for the relevant sector.
23. Mr. Sajid Khan also shared that it is very important to take the legal experts and representatives from the Law department onboard because the Law is for a very longer period of time. Also the members from the other sectors like health and infrastructure to be taken onboard to make the amendments inclusive of all the departments and to ensure that the assessment mechanism is intact to tackle the technical side of this matter successfully and flawlessly.
24. As per Amima from TRC there was clear conflict of interest in the Chapter II – Policy Board (4), where local bodies are not clearly defined and the Private Partnership concept/Idea is being ignored.
25. Naveed Ahmed Shaikh pointed out that in Chapter –II Functions of Board (VIII) ambiguity must be avoided whether the project is PC1 or not PC1, and an alternate synonym should be brought here which does not makes the Project Development Facility” a specific word. Because the word used here should include both type of projects which are PC1 or not PC1. The definition on Page-3 (U) states that the Project Development Facility includes both internal and external projects.
26. In Punjab every department has the PPP Node. The composition of this node is described at Page #7 (line-1) which includes “or other agency” which can be defined further.
27. Also concern was shown by several members over the length of approval period, as it was stated that for the bigger project like infrastructure a board meeting can be called however in a small project like training of teachers in a village/taluka/district a board meeting will not be called. This may result in the increase in the approval period.
28. Naveed Ahmed Shaikh suggested that in Chapter-III Section 9(I), in the Project Delivery Process the Project life cycle which is specific to infrastructure is mentioned which has words/operations which are related to the Infrastructure Projects only. We need to use the alternate terms which are used in service sector in its Project Life Cycle. Such as Base Line, Piloting, Monitoring & Evaluation, Implementation and Impact Analysis etc. It will be decided if these alternate terms will be stated in a separate clause or in the same clause with a slash. Volunteers from Finance and Mr Aziz Kabani will discuss and come up with the alternate project cycle for Service sector.
29. On page # 8 in the Section 10. Project Identification & Preparation the point (2) states that “Master Plans are to be conceptualized” However in social Sector there are “Sector Plans” which are to be mentioned. In the same section Point (4) Social Cohesion can also be added because the service sectors priority is this domain in current practices.
30. When we talk about the “Education Sector” the Human Resource is the important element which is missing in the Chapter –III Project Delivery Process Section 15 (I). (I.I) can be added here.

31. On page # 9, Chapter III, Section 15(I), it was suggested that Section 15(I.I) to be added, Asgher, Amima & Baela to review the same.
32. Page # 10 Section 16 (3)(V) it was asked if can we add moral obligations with Environment and Safety Requirements. This needs to be specified in the Education related Addendum.
33. Page # 10 Section 16 (3)(VIII), the performance bonds, it is need to be checked what can we add against this for the service Sector. It was discussed that there must be Performance bonds for service sector as well in order to define penalties. It is to be decided what these are and how they can be added here.
34. Page # 10 Section 16 (3)(VII), The point is specific to the Infrastructure Development , What can be added here to ensure that the Service sector is also reflected.
35. Page # 11 Section 16 (3)(XXIII), to be added to define “Educational Planning, Baseline & Impact Evaluation”
36. Page # 11 Section 16 (3)(XXIII), was added for type and amount of services.
37. It was suggested that the Chapter-III, Section (17) will be thoroughly reviewed by Asgher, Amima Baela to ensure if there is any amendment needed in the same.
38. In the Chapter –V, Finance, Section 22 Viability Gap Fund – VGF term needs to be changed with an alternate term for the same funding by Government to Service Sector.
39. In the Chapter –V, Finance, Section 22, User Fee, is also to be made a service sector friendly term.
40. In the Chapter –V, Finance, Section 23, the term “Different Classes of Users” is to be reviewed if its not suitable enough to be used here. Groups of people/users can be an alternate term here.
41. In the Chapter –V, Finance, Section 23(4), the section is to be reviewed by Mr. Pervez Pirzado and FPPCCI.
42. On Page # 14 Chapter– IV, Section 25 The power to prescribe standards to be reviewed. It is to be decided whether the power lies in the hands of Government only or the private parties can have the power to some extent.
43. There is need to identify the term used for “USER FEE” in service sector, FPCCI and USAID will be helping in the same. They will also review the engineering part and come up with terms which are service sector friendly.
44. It is to ensure that the technical terms related to service sector are included in the Act just like the ones added for the Infrastructure Projects. While also taking care that those additions/Changes are not in contravention of constitutional clauses. Also making sure that the construction/Infrastructure part of the act is not jeopardized in any way.
45. In the Schedule-1 Infrastructure sector “Education Facilities” is to be replaced by “Education” Only in order to keep it generic for making room for other type of projects as well. Naveed Ahmed Shaikh to help in Schedule-1 on Page 16 Further.

Adopt A School Policy Amendments

Aziz Kabani provided a comprehensive review of the policy and current status of the scheme. Knowing its efficacy, multiple ways of school adoption and need for an overall direction and framework the following key aspects were shared with the stakeholders for consideration

1. Need to recognize that there are multiple institutional facilitators for AAS:
 1. SEF – the original designer of the initiative
 2. E&LD senior most
 3. District Governments and EDOs/DEOs
 4. PPP Cell – Finance Department

Should there be only one institutional point of entry for AAS as SEF has been suggesting?

Should RSU be the SEMIS - evidence focal institution for updating lists of adopted schools and tracking them at the baseline, mid line and end of term stages.

2. Need a framework
3. Need to have a performance outcomes based focus in AAS tracking learning outcomes
4. Need to review and classify adopters who will be eligible to go the route of PPP Act if they are bringing in major resources for infrastructure /quality.

Annex 12: Meeting minutes for 25th November 2013

Minutes of the Meeting

Venue: Reform Support Unit
Purpose: Review of AAS & Finalization of PPP Act Amendment
Date: 25th November 2013 (Monday)

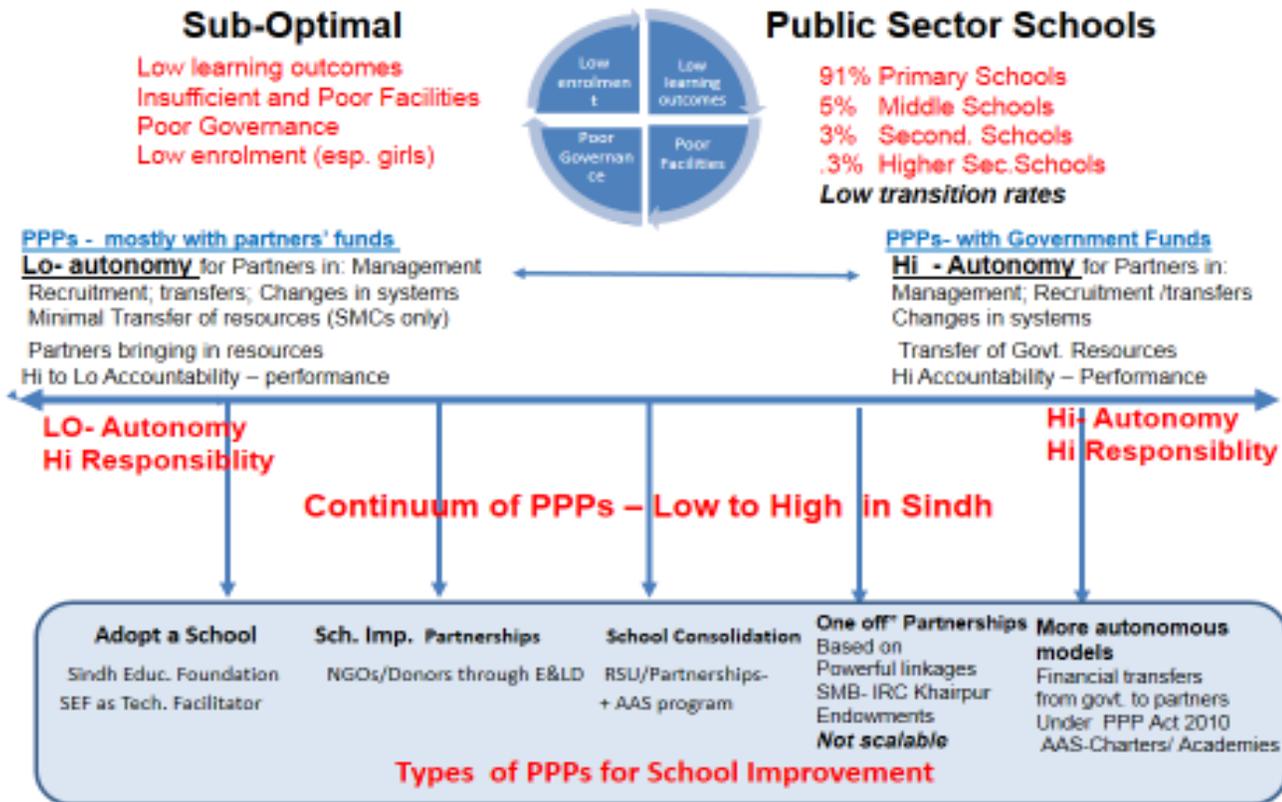
Participants:

1. List of People in Attendance (Annex)
2. Baela R. Jamil – Chaired and Facilitated the Meeting

Key Documents Shared: A PPT on Adopt a School – Review of the Agreement and
The Sindh Public Private Partnership Act 2010 Proposed Amendments

Outcomes of the Meeting: BRJ shared the presentation on: the Situation Analysis of Education in Sindh as a basis for strengthening and revamping PPPs as a cross cutting strategy to reverse/improve the condition of education ; a Framework or the Continuum of PPP was presented indicating a range of options for partnerships from Lo to Hi autonomy of partners and transfer of funds for them by the Government of Sindh. With this as background progress on the two areas of focus as per TORs were shared and debated- viz. Adopt a School and the Public Private Partnership Act 2010.

Framework for PPPs and Adopt a School or School Improvement Program



Baela Raza Jamil Nov. 25th 2013 – Sindh PPPs

Prepared by : Baela Raza Jamil

2. Adopt a School Discussion : Stakeholders were in agreement with the framework proposed and the options for school adoption/improvement presented along the continuum of low/high autonomy and financial transfers from public to private sector. Further feedback would be welcome.

AAS – transfer of program to other partners such as EFS from SEF

Outcome: After a long discussion – the adopters (Gen (retd. Moin ud din Haider and Javed Siddiq Rizq Foundation) and other stakeholders felt that :

- a) AAS program should remain with SEF with 14 years of good experience ; some possibilities to be considered as given below:
- b) More schools being adopted in other districts beyond Karachi
- c) More AAS/SIP programs are required for: i. reopening of closed schools; ii. school upgradation and iii. resource centres support for optimizing access as well as closing the transition and quality gaps across sub-sectors- see SEF discussion note presented by Maria Mir –SEF (annex).
- d) However, other variations of the school improvement program along the continuum could be considered with other key partners in a management/coordination role with the E&LD/RSU - Any organization seeking this role must be seen beyond a project mode or short –term period as a long term entity, legally well entrenched that can come up to the criteria of accountability and ensuring performance as well as shared risks – given the dire needs of Sindh in Education challenges.

Two key AAS documents need to be improved upon incorporating the suggestions in this meeting:

- a) Policy of AAS program –ensuring that it has a section on responsibility of school evaluation and outcomes
- b) Agreement of AAS (between adopter and E&LD)

A Master List of variants of School Adoption and Improvement should be published by SEF and RSU/E&LD to be circulated amongst stakeholders

3. Sindh PPP Act 2010 Amendments – Discussion and Outcomes

- The Second part of the meeting focused on the PPP Act 2010. A presentation was shared by BRJ acknowledging that key documents are all present on the website maintained by the PPP Unit, Dept. of Finance GoSindh. The Director PPP Unit Mr. Fahad Ansari was present to respond to all queries by the participants.
- Director PPP stated at the outset that the PPP Policy 2011 is in place as approved by the Board; it has all PPP rules in place so a separate document on rules is not needed.
 - **Legal Framework** – PPP Act 2010 Policy /rules 2011
 - **Institutional Framework- PPP Unit in the Finance-Dept.-& PPP Nodes**
 - **Regulatory Framework** -- PPP Board
 - **Financial Support- Project Development Facility (PDF) Fund & Viability Gap Fund (VGF) and VGF Guidelines- Sindh** http://www.pppunitsindh.gov.pk/site/downloads/viability_gap_fund.pdf
 - As per the Act 4.6 (p.9): VGF can be financed through the budgets, gifts, grants, transfers or by any other means the Finance Dept. deems appropriate -
 - **some donors can provide grants for VGF**
- To date no department has a PPP Node – a summary for the Works Department has just been moved for establishing a PPP Node. So it may be a good time for E&LD to consider the same.
- 2 PPP infrastructure projects are being implemented and several are In the pipeline at different stages.

Ms. Sadiqa Saluddin of IRC a key stakeholder had a reservation that the Sindh PPP Act 2010 is fundamentally ‘infrastructure driven’ and mixing social sector services would be problematic - so in the long term it is better to have a PPP Law for “social sectors” It was decided that in phase I, as agreed by the stakeholders we would go the amendment route for Sindh PPP Act 2010 for larger projects and then in phase II there may be second wave of PPPs working for smaller sized projects and services .

3. 1 PPP Act 2010 – Proposed amendments

The timely contribution of Amima Saiyid and Naveed Sheikh in providing the definition for “services” was acknowledged and appreciated; “Services “ being the anchor word around which the amendments are proposed in the Act.

The Services Definition being adopted is the option a given below across the PPP Act 2010:

- **Service: Service means any of professional activities concerning imparting of public benefits in publicly owned institution/facility and/or programme related or ancillary to the objective of that facility (s) and institution (s).**

The PPP Act was discussed and it was shared that the main definition was to be amended with the agreement of all the stakeholders.(see all amendments track changes annex) (other definitions

including services as defined under SPPRA rules as well
<http://www.pppunitsindh.gov.pk/site/downloads/SPPRA%20RULES%202010.pdf>

Chapter 1- Preliminary (Amendments proposed)

It was underscored that whilst in Chapter 1 - 2. w) definition of PPP is clearly comprehensive the Sindh PPP Act 2010 is not so clear in its preamble and subsequent chapters about the 'services' component that seems to be overcast by infrastructure.

Definition of PPPs in the PPP Act 2010 -1 2. w)

"Public-Private Partnership" is a partnership carried out under a Public-Private Partnership Agreement between the public sector represented by an Agency and a private party for the **provision of an infrastructure facility, management functions and / or service** with a clear allocation of risks between the two parties"

Throughout the act services will be added where appropriate to mean the definition proposed by this group.

- Services definition would be added alphabetically in Chapter 1 section 2 on definitions

at aa) followed by bb) cc) dd) and ee)..

- Under 2-p) the new Sindh Local Govt. Ordinance 2013 will be replaced

Some amendment proposed to the VGF are under definitions Chapt 1 - 2 cc)

cc) "Viability Gap Fund" means the funds from the Government which are made available to the private party to cover revenue **and human resource/capacity/materials** shortfalls *where the users or beneficiaries are not required to pay for socio-economic benefits* through grants, subsidies or guarantees;

This is reinforced under VGF Guidelines (www.pppunitsindh.gov.pk/site/downloads/viability_gap_fund.pdf).

- **2.1 The VGF will provide the funds for those projects approved by the Government that are economically viable but financially unviable. *The funds shall be disbursed to the private sector operator/ project company which has been contracted to carry out the project under any PPP variants mentioned in the Sindh PPP Act, 2010.***
- **4.6 (p.9): VGF can be financed through the budgets, gifts, grants, transfers or by any other means the Finance Dept. deems appropriate -**

http://www.pppunitsindh.gov.pk/site/downloads/viability_gap_fund.pdf

Chapter 2 – Organizational Framework -

Policy Board

There are 3 key comments on the governance structure

- a) It is biased towards public sector representatives (10 in number) undermining the PPP spirit by having only 4 private sector members selected by the CM
- b) The FPCCI suggested that the private sector /civil society representatives may be selected by FPCCI and the Pakistan Engineering Council ? representing the private sector/CSOs – (see notes/responses from stakeholders)
- c) As the program grows the Board may consider presence also at the divisional level to make the program more accessible for faster decisions.

Elaboration of Civil Society Organizations (CSO): CSOs to be considered are only those registered under the Societies Registration Act, 1860, The Trusts Act (II OF 1882); The Cooperative Societies Act, 1925, The Voluntary Social Welfare Agencies (Registration And Control Ordinance 1961) and The Companies Ordinance 1984)

Chapter 3 Project Delivery Process

Under section 16, Clause XXII to be added

XXII “Types and amount of services relevant to the sector with provision of baseline midterm and end of term assessment for outcome based performance.”

SCHEDULE I - Amendments addition of sector

INFRASTRUCTURE & SERVICE SECTORS

- Canals or dams;
- Education
- (ECD to Highr Secondary level includ ding non-formal and Higher Education)
- *TVET covered by STEVTA law;*
- Health facilities;
- Housing;
- Information technology;
- Land reclamation;
- Power generation facilities; including Coal and power generation
- Roads (provincial highways, district roads, bridges or bypasses);
- Sewerage or drainage;
- **Social Welfare**
- Solid waste management;
- **Special Education**
- Sports or recreational infrastructure, public gardens or parks;
- Trade fairs, or cultural centers;
- Urban transport including mass transit or bus terminals;
- Water supply or sanitation, treatment or distribution;
- Wholesale markets, warehouses, slaughter houses or cold storages.
- **Women Development & Empowerment**

3.2 The amendments to the Act are in track form that need to be reviewed and are attached with the minutes for review. The note of caution is that we all wanted to be minimalist in the proposed changes rather than be ambitious. The shift to include services more comprehensively along with infrastructure is the objective and to ensure that the VGF is mobilized well to cover financing/resource gaps without passing the burden to HHs as is conceived in 25 A Right to Education (RTE)

4. Concluding Remarks and Next Steps

- SEF to review and send the draft AAS Policy and Agreement with amendments December 02, for finalization by the group.
- The final meeting will be held just prior to the presentation to the Minister/Chief Secretary and ACS on the 7th or 16th December 2013 –
- The draft amendments will be shown to a lawyer/firm prior to forwarding to the Minister /Chief Sec/ACS for their review and sharing with the law department and the PPP Board

Annex 13. Web links developed for the Exercise –
http://www.itacec.org/itacec_sindh_public_private_partnership.php

Meetings Held

2nd **Review** Meeting held on 25, 26 November, 2013

Second Review Meeting - Invitation

[Invitation](#)

http://www.itacec.org/document/sindh_public_private_partnership/2ndMeeting/Second%20Review%20Meeting%20-%20Invitation.jpg

Registration Sheet

[Registration Sheet](#)

http://www.itacec.org/document/sindh_public_private_partnership/2ndMeeting/Registration%20Sheet%20for%20PPP%202nd%20Meeting.xlsx

AASP Note by SEF

[AASP Note by SEF](#)

http://www.itacec.org/document/sindh_public_private_partnership/2ndMeeting/AASP_Note_by_SEF.pdf

Draft amendments Sindh Act PPP No.V of 2010

[Draft amendments Sindh Act PPP No.V of 2010](#)

http://www.itacec.org/document/sindh_public_private_partnership/2ndMeeting/Draft_amendments_Sindh_Act_PPP_No5_of_2010.pdf

Responses from Stakeholders for the PPP Act 2010 and AAS Program_ADDED

[Responses from Stakeholders for the PPP Act 2010 and AAS Program_ADDED](#)

http://www.itacec.org/document/sindh_public_private_partnership/2ndMeeting/Responses%20from%20Stakeholders%20for%20the%20PPP%20Act%202010%20and%20AAS%20Program.pdf

Rizq Foundation proposal to SEF_ADDED

[Rizq Foundation proposal to SEF_ADDED](#)

http://www.itacec.org/document/sindh_public_private_partnership/2ndMeeting/Rizq%20Foundation%20proposal%20to%20SEF.pdf

Presentations

[Second Stakeholders Meeting for Amendment to Sindh PPP Act 2010 and Review of AAS Program](#)

- Dr. Baela Raza Jamil

http://www.itacec.org/document/sindh_public_private_partnership/2ndMeeting/presentations/2nd%20Meeting%20PPT%20Draft%20..%20PPT.pptx

[Summary of PPT for ACS - AAS and PPP Act 2010](#) - Dr. Baela Raza Jamil

http://www.itacec.org/document/sindh_public_private_partnership/2ndMeeting/presentations/Summary%20of%20PPT%20for%20ACS%20-%20AAS%20and%20%20PPP%20Act%202010.pptx

Notification of PPP- AAS Amendments

[Notification](#)

http://www.itacec.org/document/sindh_public_private_partnership/Notification%20of%20PPP-%20AAS%20Amendments/Notification.docx

Correspondence

[Invitation to Members and Sindh Notification to review PPP Act 2010 and AAS Policy](#)

http://www.itacec.org/document/sindh_public_private_partnership/Correspondence/Invitation%20to%20Members%20and%20Sindh%20Notification%20to%20review%20PPP%20Act%20%202010%20and%20AAS%20Policy.pdf

Laws Acts PPP RTE Sindh

[Sindh Act No.V of 2010](#)

http://www.itacec.org/document/sindh_public_private_partnership/Laws%20Acts%20PPP%20RTE%20Sindh/Sindh%20Act%20No.V%20of%202010.pdf

[Sindh Act RTFCE-1](#)

http://www.itacec.org/document/sindh_public_private_partnership/Laws%20Acts%20PPP%20RTE%20Sindh/Sindh_Act_RTFC-1.pdf

Policy Adopt a School

[MOU](#)

http://www.itacec.org/document/sindh_public_private_partnership/Policy%20Adopt%20a%20School/MOU/MoU%20Copy.doc

[Policy AAS](#)

http://www.itacec.org/document/sindh_public_private_partnership/Policy%20Adopt%20a%20School/Policy%20AAS.docx

Recommendations Proposals PPP Stakeholders

[Notes Recommended Changes by Members of the Committee to Review Sindh PPP Act 2013](#)

http://www.itacec.org/document/sindh_public_private_partnership/Recommendations%20Proposals%20PPP%20Stakeholders/Notes%20%20Recommended%20Changes%20by%20%20Members%20of%20the%20Committee%20to%20Review%20%20Sindh%20PPP%20Act%202013.docx

Workshops on PPP

[List for Workshop](#)

http://www.itacec.org/document/sindh_public_private_partnership/Workshops%20on%20PPP/List%20for%20Workshop.jpg

[Workshop on PPPs ADB](#)

http://www.itacec.org/document/sindh_public_private_partnership/Workshops%20on%20PPP/Workshop%20on%20PPPs%20ADB.jpg

Learning Resources PPP - AAS

[Public Private Partnerships \(PPPs\) as 'anchor' of educational reforms: lessons from Pakistan -](#)

Masooda Bano 2008

http://www.itacec.org/document/sindh_public_private_partnership/learning_resources/Bano%20..%202008%20World%20bank.pdf

[Non-State Providers and Public-Private Partnerships in Education](#)

http://www.itacec.org/document/sindh_public_private_partnership/learning_resources/Non-State%20Providers%20and%20Public-Private%20Partnerships%20in%20Education-ADB%20-UNICEF%2013%20Jan%202011.doc

[Partnerships for Equity in Education in South Asia - Prospects and Challenges](#)

http://www.itacec.org/document/sindh_public_private_partnership/learning_resources/Partnerships_for_Equity_Full_report.pdf

[Punjab Devolved Social Services Programme - PPP Strategy for the Social Sectors](#)

http://www.itacec.org/document/sindh_public_private_partnership/learning_resources/PnD-PPP.pdf

[PUBLIC-PRIVATE PARTNERSHIPS IN EDUCATION - Lessons Learned from the Punjab Education Foundation](#) - Allah Bakhsh Malik

http://203.131.219.245/oldbranches/n_puey/News/world%20bank/Public-Private%20Partnerships%20in%20Education%20Lessons%20Learned%20from%20the%20Punjab%20Education%20Foundation.pdf

[NON-STATE PROVIDERS AND PUBLIC-PRIVATE PARTNERSHIPS IN EDUCATION FOR THE POOR](#)

http://www.unicef.org/eapro/Final_NSP_lowres.pdf

[The Role and Impact of PPPs in Education: What Worked and What Didn't Work](#)

<http://ideas.org.my/wp-content/uploads/2011/06/Session-3-Norman-LaRocque-What-Worked-and-Did-Not-Work-IDEAS-31-May-2011.pdf>

[Public-Private Partnerships and Educational Outcomes: New Conceptual and Methodological Approaches](#) - Shailaja Fennell Development Studies, University of Cambridge

http://recoup.educ.cam.ac.uk/publications/WP37-PPP_and_Educational_Outcomes.pdf

PPPs in Education in India

[Accelerating Public Private Partnerships in India](#)

[http://www.ey.com/Publication/vwLUAssets/Accelerating_PPP_in_India/\\$FILE/Accelerating%20PPP%20in%20India%20-%20FINAL%28Secured%29.pdf](http://www.ey.com/Publication/vwLUAssets/Accelerating_PPP_in_India/$FILE/Accelerating%20PPP%20in%20India%20-%20FINAL%28Secured%29.pdf)

[Scheme for setting up of 2,500 Model Schools under Public-Private Partnership \(PPP\) mode](#)

http://mhrd.gov.in/sites/upload_files/mhrd/files/Scheme-MS-PPP_-_clean-NEW_0.pdf

[Toolkits on PPP and the Maharashtra Education Report](#)

<http://pppinindia.com/reports-policy-documents.php>

[Patrinos Role and Impact of PPP in Education](#)

http://siteresources.worldbank.org/EDUCATION/Resources/278200-1099079877269/547664-1099079934475/547667-1135281523948/2065243-1239111225278/Role_Impact_PPP_Education.pdf

Sindh PPP Unit Key Documents

[The Sindh Government Gazette](#)

<http://www.pppunitsindh.gov.pk/site/downloads/PPPAct.pdf>

[Policy for Public-Private Partnership - Partners in Success - Finance Department Government of Sindh](#)

<http://www.pppunitsindh.gov.pk/site/downloads/PPP%20Policy.pdf>

Viability Gap Fund

[Viability Gap Fund \(VGF\) Guidelines 2012](#)

http://www.pppunitsindh.gov.pk/site/downloads/viability_gap_fund.pdf

Annex 14: Photographs Gallery



Annex 15. Stakeholders Responses for the PPP Act 2010 and AAS Program

Responses from Stakeholders for the PPP Act 2010 and AAS Program

Amima Saiyid and Naveed A. Shaikh

Option A – Preferred

Service: Service means any of professional activities concerning imparting of public benefits in publicly owned institution/facility and/or programme related or ancillary to the objective of that facility (s) and institution (s).

Option B-

Service means an act of support that may be intellectual, technical or strategic in nature required to ensure quality of a project, programme, facility or institution. Examples of services may include intangible products such as consultancy, planning, expertise, training, strategy development, marketing, transportation, procurement, etc. Sectors listed in Schedule I will have domains of work for which specific professional services may be required.

Option C –

Service as defined in PPRA rules

Ashgar Soomro (EFS)

Dear Sania,

Please refer to our today's (Nov 25th 2013) meeting on PPP and Adopt A School program at RSU. Please find below my comments, shared in the meeting, for incorporation in the minutes:

In response to a comment regarding EFS status I clarified that EFS is not part of PWC but a separate company set up under section 42 of the Companies Ordinance, 1984. The EFS is not a project, however, its initial funding is for 3 years but it will continue to work as an independent organisation in future.

Since we are not legal experts therefore I presented a suggestion that all proposed amendments to PPP ACT 2010 should be consulted with legal experts before submitting them to Law Department for vetting. Moreover, I suggested that definition of civil society organisation (CSO) should be included in the proposed amendments. In this connection please find below a definition of CSO which I have borrowed from the World Bank website:

A) Civil Society Organizations (CSOs) are non-governmental and not- for -profit organisations.

B) CSO refers to a wide of array of organizations: community groups, non-governmental organizations (NGOs), labor unions, indigenous groups, charitable organizations, faith-based organizations, professional associations, and foundations”.

Thanks Baela. There is a long list of acts under which CSOs are registered therefore I just proposed broader definations. However, please find below the required list; most common acts are in red colour:

The Societies Registration Act, 1860

λThe Religious Endowments Act, 1863

λThe Trusts Act (II OF 1882)

λThe Charitable Endowments Act (Vi Of 1890)

λThe MussalmanWakf Validating Act, 1913

λThe Charitable and Religious Trusts Act, 1920

λThe MussalmanWakf Act, 1923

λThe Cooperative Societies Act, 1925

λThe Mussalman Validation Act, 1930

λThe Voluntary Social Welfare Agencies (Registration And Control Ordinance 1961)

λThe Companies Ordinance 1984

Hope this is helpful.

Farhana Iqbal (TEF/FPCCI)

Dear Baela,

Assalamoalaikum!

Please refer to your numerous emails and the discussions in the meeting held on November 8, 2013 at SEF on the above subject. In the first instance, we would like to share with you the comments and views in his attached email on the said PPP Act of Engr. Anwar-ul-Haq Siddiqui, who is Advisor on Science, Technology & Technical Education to CSR of FPCCI, for information and appropriate action. He is a senior Fellow of Institute of Engineers Pakistan and a Chartered Mechanical Engineer. He has done his Masters in Educational Planning & Management and attended many professional training courses in Pakistan and abroad. We suggest that he may please be invited in the next meetings for giving his valuable input.

We have tried to go through the subject Act and would like to share some of our additional views and suggestions in this regard as follows:

S. No.	Page No.	Chapter & Article No.	Suggestions & Comments
1.	5	Ch. I & Art. 3	i) Insert para (3) as: The Government and its Agencies shall provide adequate funds for different types and levels of maintenance of Schools on regular basis. ii) Change existing para Nos. 3 to 4 and 4 to 5.

2.	5	Ch. II & Art. 4	The private sector representatives and sector specialists for the Policy Board shall be nominated by the President, Federation of Pakistan Chambers of Commerce & Industry (FPCCI) or Pakistan Engineering Council, as the case may be.
3.	7	Ch. II & Art. 5.III	Replace 6 months with 2 months.
4.	14	Ch. III & Art. 16 (5)	Replace six months with two months.
5.	14	Ch. III & Art. 17 (2)	Insert in 3 rd line after submit it: first to Pakistan Engineering Council for its clearance and then
6.	19	Schedule I	Social Services may be added at the end.

With kind regards.

Farhana Iqbal
Member,
Advisors Group on Social Sector to FPCCI

The Sindh Public Private Partnership Act 2010

Anwar Siddiqui/through TEF/FPCCI

To Mefarhanaiqbalms.Mohammad Siddique Sheikh and 2 More...

Today at 11:06 PM

Dear Ms Farhana Iqbal, Assalam o Aleykum

I have through this Act critically, there is hardly a partnership concept in this legislation. It is no different from a normal contract award or concession award with all formalities and tangles involved with central control with the PUBLIC PARTNER. It will never achieve the desirable objectives of efficiency, economy, effectiveness of the Private Sector project approach. There is no specific provision for Critical Path Method (CPM), Project Evaluation & Review Technique (PERT), SMART planning, Logical Framework etc some of the hallmarks in the Private Sector project management.

The Act has been typically well worded legal language and there is no need to go into semantics for inclusion of 'service' or 'service delivery' here and there. Just get the Schedule-I amended as under:

- Education facilities [and services](#);
- Health facilities [and services](#);
- Information [& Communication](#) Technology [facilities and service](#)

It will cover the 'service' and 'service delivery' in the main body text.

Though Education covers all types of education including Universities, yet there is no harm in make explicit case for :

- [Special Education](#);
- [Technical & Vocational Education and Training, and](#)
- [Women Social Development sector.](#)

Meanwhile in Section 2, sub clause (q) the definition of Person, the last portion ' [or a sole proprietor other than an Agency](#)' be deleted, and it should read:

["Person" means a company, entity, firm, association or a body of individuals;](#)

This may check the loophole for corruption of individuals, though, it can be effectively plugged if the prior Pre-Qualification includes the registration of the "Person" with the Pakistan Engineering Council for desirable categories of works.

Kind regards

Anwar Siddiqui

SZABIST - Nov 25th

Dear Baela,

I was about to come for the meeting, just now I had some emergency and have to travel immediately, regret for missing this opportunity and share SZABIST point of view but definitely

I went through the whole documents you sent me , specially the MOU for AASP. I appreciate the efforts and would like to add that:

1. point 3.3 must be considered thoroughly as in various schools there is an imbalance of teachers in proportion to students, so instead of hiring some transfer idea can be considered.
2. Project manager idea is well appreciated.
3. In 5.1 addition of adopter is appreciated
4. focus for adoption is usually on providing infrastructure or financial aid from the adopter to school instead quality outcome must be considered along with strict monitoring on resource leakages

Director Intermediate Colleges SZABIST
imcmgr@szabist.pk

Prof. Anita Ghulam Ali - Sindh Education Foundation

HISTORY

The AASP was launched by SEF in 1997, with the approval of Government of Sindh, to support public sector schooling system through the involvement of the private sector. It was conceived by Prof. Anita Ghulam Ali (S.I)

PROGRAM SUCCESSES

- Program running successfully since 15 years.
- Significant contributions in government schools by adopters (Infrastructure, teachers, extra curriculum facilities)
- Mobilizing support from the private sector.
- AASP currently has 167 adopted schools in 12 Districts and 50 plus in the pipeline (that has been screened out this year). This has come a long way from only 7 schools in 1998.
- Program Budget of approximately 2 Million in 2013
- School support visits
- Field visits in interior Sindh by AASP team to carry out Need Assessments.
- Teachers trainings and Students Assessments
- Work plans and School Development Plans.
- Transparency in the form of Need Assessment, Screening and Steering Committee Meetings.
- Old adopters come back for more school adoption

CONCERNS OF THE ADOPTERS

- The adopter should have more freedom/power in running of the school in terms of curriculum, hiring and firing of teachers, HT and HM.
- Strategies should be made to better improve the relation between HT/HM and adopter.
- More (direct) funds should be made available from the government to the adopter for running/maintenance of the school
- Action should be taken against inactive adopters, as to remove them from the list of adopters.
- Adoption time should not be restricted to 3-10 years.
- Adoption process is too long and tedious. It should be made shorter.
- Delays take place at the district administration level. Therefore greater support from their side should be mobilized
- As per SNE, gatekeeper and sweepers are not available in the primary schools. Hence provisions should be made accordingly.
- There should be more subject teachers available at the secondary level
- A process should be made to consolidate the schools that have a requirement.
- Encroachment in all schools should be removed. They cause obstructions for teachers, students staff and adopters.

RECOMMENDATIONS

SEF is successfully running AASP since 15 years. The proof is in the before and after pictures of schools and students. SEF is willing to continue to run it and continue facilitating the Education Department in every possible manner. SEF only requests the government to address the concerns of adopters. SEF wants to expand this program by:

- Focusing on opening more Higher Secondary schools.
- Co-branding and tie-ups with other schools that transfers our students in private sector. (E.g.: Get 10 brilliant students annually from underprivileged areas and give them scholarships)