



# **MEMORANDUM OF UNDERSTANDING BETWEEN THE MINISTRY OF EDUCATION, SCIENCE, VOCATIONAL TRAINING AND EARLY EDUCATION AND THE LUBUTO LIBRARY PROJECT, INC.**

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Pertaining to public library services to children  
and youth in Zambia

The Parties to this MoU desirous of co-operation with a view to improving literacy and education for all children and youth in Zambia through targeted and accessible library services and literacy programmes.

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**THIS MEMORANDUM OF UNDERSTANDING DATED** the 15<sup>th</sup> day of May, 2014 **BETWEEN** the Government of the Republic of Zambia *through its Ministry of Education, Science, Vocational Training, Early Education* (hereinafter referred to as the *Ministry*) of the one part and Lubuto Library Project, Inc. (hereinafter referred to as LLP) of the other part;

**WHEREAS:**

1. LLP is a non-profit corporation established to create opportunities for equitable, high quality education and poverty reduction through libraries and related educational, cultural and community programs. Lubuto Libraries are indigenously-styled facilities with a comprehensive, balanced collection of professionally selected books and ICT. These libraries serve as safe havens for vulnerable children and youth and are a platform for integrated programs, which offer discovery and learning through reading, recording of local stories, music, art, drama, computers and other activities. Quality educational opportunities are further enhanced by psychosocial support programs of motivational mentoring and counselling, and the flexible model supports health, environmental and other targeted programming as well. By fostering literacy, language skills, awareness and respect of cultural heritage, general knowledge of the world, enjoyment of books and learning, and an enhanced sense of self-worth among children, Lubuto Libraries improve educational outcomes for all those that use them.

2. The Zambia Library Service (ZLS), as a unit of the Ministry, manages the public library network throughout Zambia and plays a vital role in the provision of education in the country. In addition to ensuring the establishment and co-ordination of libraries, the Ministry is responsible for working with other organisations providing library and information services. Critical needs and gaps in services to children and youth were identified by the Ministry and a structured plan was prepared to extend library services to Zambia's majority population of children and youth that it is currently unequipped to serve, through collaboration with LLP, improving educational quality and access for that demographic.

3. The Ministry recognizes LLP as a National Partner:

a) in attaining the objectives of the MDG's specifically increasing the literacy rate of children and youth and contributing to gender equity in Zambia;

b) in providing access to high-quality non-formal educational opportunities to all children and youth in Zambia, with special outreach to those who do not attend school;

c) for the building of libraries to serve children and youth in Zambia in support of the Zambia Library Service programme, supplying these libraries with carefully selected collections of materials in various media (including digital) from international and local sources, and building librarians' capacity in offering children library services, in order to manage these collections and deliver services;

d) in providing professional leadership in specialized library services for children and youth and building that capacity among Zambian library and educational personnel;



4. The Parties to this MoU desirous of co-operation with a view to improving literacy in Zambia and providing opportunities for non-formal education to OVCY by facilitating access to libraries and literacy programs;

## **IT IS AGREED AS FOLLOWS:**

### **1. DEFINITIONS**

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

“*Hosting agencies*” means educational or social service agencies serving OVCY who partner with LLP and to incorporate its specialized libraries into their programming.

“ZLS” means the Zambia Library Service, a unit of the Ministry of Education, Science, Vocational Training, Early Education.

“Lubuto Library Project” or “LLP” mean the organization established to provide library buildings, collections and educational programs for orphans and vulnerable children and youth (OVCY) in Africa.

“*MoU*” means this Memorandum of Understanding.

“OVCY” means Orphans and Vulnerable Children and Youth

“ICT” means Information and Communications Technologies

“CPD” means Continuous Professional Development

### **2. OBJECTIVE AND SCOPE OF MoU**

**2.1** The goal of this MOU is to improve literacy and education for all children and youth in Zambia through specialized and accessible library services and literacy programmes. This MoU details specific responsibilities of the Ministry and LLP in national scale-up and integration of the Lubuto Library model into the Ministry’s library services.

**2.2** The objective of this MOU is to formalize the collaboration between the Ministry and LLP as the national partner for the establishment of indigenously-styled libraries whose design supports services and outreach to OVCY in Zambia.

**2.3** The physical structures and property of the libraries (including the book collections, computers and materials of all media) are owned and managed by the Ministry.

**2.4** As a technical partner, LLP may assist in architectural designs to enhance usability of Provincial Libraries and in establishing ICT facilities for public access computers in coordination with child-appropriate ICT use in Lubuto Libraries

### **3. OBLIGATIONS OF LLP**

**3.1** LLP will assist the GRZ in attaining the objectives of the MDGs. In particular, the LLP will -

(i) Work with the Ministry to identify appropriate local host agencies in each province in conjunction with facilities it builds with Provincial Libraries;

(ii) Build open-access libraries throughout Zambia that actively target OVCY, particularly those who cannot attend school, providing effective literacy and holistic educational programs;

(iii) Collaborate with the Zambia Library Association as well as other organizations serving OVCY in promoting the use of Lubuto libraries; and

(iv) Collaborate with the Ministry in matters pertaining to the promotion of literacy and other library services in Zambia.

**3.2** LLP together with the Ministry will provide leadership in establishing standards of good library practice, in supplying excellent and well-balanced book collections and appropriate ICT, developing effective, accessible services and programs, and constructing appropriate library buildings that are environmentally suitable and connected to Zambian vernacular building patterns, to meet national needs as identified by the Ministry or the hosting agencies.

**3.3** LLP will work in close partnership with the Ministry in planning, management and Lubuto Library system and policy incorporation into the Ministry's existing library policy. New service and collection policies will thus require joint development by the Ministry and LLP. LLP will assist the Ministry with stakeholder advocacy with a goal of obtaining development funding and ongoing direct financial support for Provincial and Lubuto libraries. Additionally, LLP will recognize and cooperate with other key Ministry bodies including the University of Zambia, Copperbelt University, technical, educational and vocational colleges thereby enhancing the network of competent accredited educational support structures.

**3.4** With each Lubuto Library to be constructed, LLP shall:

a) Mobilize community support and participation in library programs, outreach and other activities.

b) Provide a complete, balanced collection of books organized according to its specially-developed classification scheme and arrange for acquisition of local and specialized publications. LLP shall also endeavor to provide periodic updates to the book collection.

c) Provide continuous professional development (CPD) to staff that will run the Lubuto library.

d) Supervise the library's operations and programs.



e) Measure the use and impact of the libraries in meeting objectives as outlined in section 2 above, and train and provide tools to library staff for monitoring and evaluating the libraries' collections and services.

f) Work with Ministry/Provincial library staff to plan and schedule existing Lubuto library enrichment programs such as *LubutoLiteracy*, *LubutoMentoring*, *LubutoArts*, *LubutoLaptops*, *LubutoDrama*, *LubutoStorytime*, and develop new programs as possible for all libraries in areas such as early childhood education, health & HIV/AIDS and environment.

g) Establish effective outreach programs adapted to community demographics and sensitive to the particular needs and circumstances of the most vulnerable youth, with special attention to overcoming constraints experienced by girls.

h) Provide technical assistance to the Ministry for the maintenance of the physical condition of the library buildings including painting and structural maintenance.

**3.5** LLP will collaborate with the Zambia Board on Books for Young People, the Zambia Library Association, the Ministry and other stakeholders in preserving and documenting indigenous literature, cultural history and knowledge. LLP will work with the Ministry to identify and digitize out-of-print Zambian literature to add to the *LubutoCollections.org* digital archive and endeavor to have selected works reprinted by Government or commercial publishers. LLP will build capacity within the Ministry to sustain and continue the preservation and digitization programme and to engage library users and communities in creation of new materials in various media that preserve oral traditions.

**3.6** In developing and implementing its corporate objectives, LLP will assist the educational community in Zambia to improve its outreach to OVCY thereby promoting community benefits. It will evaluate ways in which public library services can be provided more efficiently and effectively, according to professional standards.

**3.7** LLP will act in the national interest as identified in the Ministry's policies and plans and take into account the priorities of Zambia's educational needs.

**3.8** LLP will respond to concerns raised by the Ministry with respect to the performance or competence of Lubuto libraries and will provide timely feedback to the relevant agency on actions taken to address those concerns.

#### **4. OBLIGATIONS OF THE MINISTRY**

**4.1** The Ministry will to the maximum extent possible provide the necessary financial support for the building of libraries that meet the needs of OVCY throughout Zambia. The Ministry may request and direct financial support for this purpose from its supporting partners and assist LLP in direct funding requests.

**4.3** The Ministry shall provide LLP with assistance and guidance in locating the libraries and liaising with relevant branches of national and municipal administration to facilitate their establishment (see Annex).

**4.4** With individual Lubuto Libraries, the Ministry shall:

- a) Sustain Lubuto Libraries after their establishment through the provision of staff, electricity, water and sanitation, etc.
- b) Maintain the book collection (which is non-circulating, so books do not leave the library) and organization scheme as provided by LLP, and regularly carry out enrichment and outreach programs according to procedures provided by LLP's trainers.
- c) Agree to allow all vulnerable children, whether or not they are part of their own school or organisation, to use the library, provided they are able to follow library rules.
- d) Keep the library open and accessible for a minimum of 45 hours per week, during regular hours, to be determined with high priority given to the needs of OVCY in the catchment area.
- e) Respect the integrity and purpose of the design of the library structures, and not make any changes to the building's interior or exterior and immediate surroundings (including trees and shrubs) or remove furniture and equipment (including fire extinguishers) from the library buildings, unless in agreement with LLP.
- f) Provide access that other libraries may reasonably request to familiarize themselves with the management and operations of the library.
- g) In collaboration with LLP, endeavor to get ongoing evaluation of the book collections and services of the libraries including but not limited to measuring the impact of the services provided.
- h) Ensure that library staff keeps accurate daily statistics of library use, disaggregated by gender and including all participants in library programs as well as visitors to the library, according to systems provided by LLP, and report those statistics to LLP on a monthly basis.
- i) Make reasonable efforts to make library staff available for professional development that will from time to time be provided by the LLP.

## **5. FINANCIAL OBLIGATIONS**

**5.1** This MoU imposes no financial obligations on either party.

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

## **6. ENTRY INTO FORCE AND DURATION**

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



**7. TERMINATION**

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

**8. AMENDMENT**

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

**9. DISPUTE RESOLUTION**

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

**10. GOVERNING LAW**

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

**11. NOTICES**

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

The Permanent Secretary

Ministry of Education, Science, Vocational Training, Early Education

P.O. Box 50093

LUSAKA, ZAMBIA

Phone: +2601253594

Fax: +2601254139

## LLP contacts:

The President

Lubuto Library Project, Inc

5505 Connecticut Ave., NW, #368

Washington, DC 20015-2601

USA

Phone/Fax: 202-558-560

Email: [mayazi@verizon.net](mailto:mayazi@verizon.net)

Local communication via:

Regional Director

Lubuto Library Project Regional Office

P.O. Box 50548, Ridgeway

LUSAKA, ZAMBIA

Phone: +260-955754696, +260-211267418

Email: [lieke@berghauser.com](mailto:lieke@berghauser.com)

## 12. GENERAL

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

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

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

**Signed for and on behalf of the Government of the Republic of Zambia**

By the Permanent Secretary:

Chishimba Nkosha

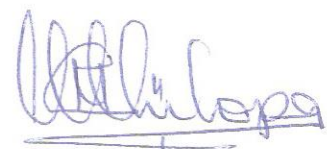
Signature



In the presence of

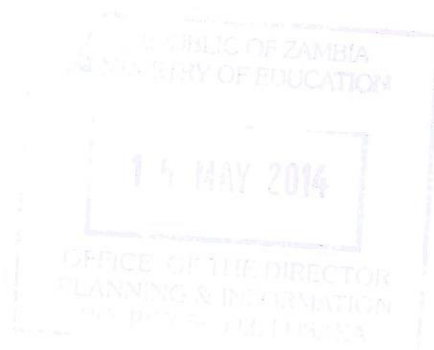
Signature of witness

Mulopa N.C



15/05/14

Date:



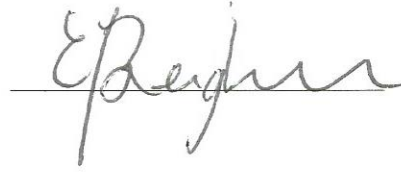


Signed for and on behalf of the President of Lubuto Library Project Inc Mrs. Jane Kinney Meyers

By the Regional Director

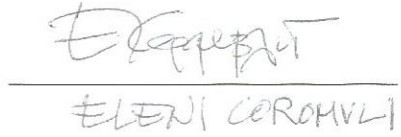
Lieke Berghauser Pont

Signature

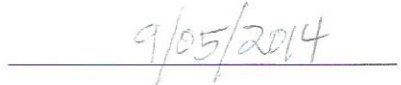


In the presence of

Signature of witness

  
ELENI COROMVILI

Date:



## ANNEX

### SCHEDULE OF PROPOSED INITIAL LUBUTO LIBRARIES

Priority of Lubuto Libraries to be established to be determined  
in consultation with MESVTEE

- Mumuni Library at Nabukuyu School, Monze District, Southern Province: under construction, to be completed August 2014
- Choma Lubuto library, associated with Choma ZLS Provincial Library, Southern Province
- Mongu Lubuto library, associated with Mongu ZLS Provincial Library, Western Province
- Solwezi Lubuto library, associated with Solwezi ZLS Provincial Library, NorthWestern Province
- Mansa Lubuto library, associated with Mansa ZLS Provincial Library, Luapula Province
- Chinsali Lubuto library, associated with a ZLS Provincial Library (if applicable), Muchinga Province
- Kasama Lubuto library, associated with ZLS Provincial Library, Northern Province
- Chipata Lubuto library, associated with ZLS Provincial Library, Eastern Province

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