

INTER-INSTITUTIONAL COOPERATION AGREEMENT BETWEEN SCHOOL DAY HELSINKI, WHOLESCHOOLS INSTITUTE INTERNATIONAL, CHOICE HUMANITARIAN AND THE REGIONAL GOVERNMENT OF PIURA

This is hereby the Interinstitutional Cooperation Agreement entered into by Choice Humanitarian, with address at 20033 SE 416th St. Enumclaw, Washington 98022, USA, and Office in Peru located at Urb. Miraflores-calle las Acacias 160-Q1-Ilt40. - Piura, Peru, duly represented by its Peruvian Director, Mr. Wilmer Cruz La Madrid, who will be referred to as "**CHOICE HUMANITARIAN**"; **THE REGIONAL GOVERNMENT OF PIURA**, with Unique Taxpayer Registry N° 20484004421, with legal address at Av. San Ramón S/N, Urb. San Eduardo - El Chipe, in the District, Province and Department of Piura, duly represented by its Regional Governor, Doctor Servando García Correa, identified with National Identity Card N°41315243, appointed by Resolution N° 3594-2018-JNE of the National Jury of Elections, hereinafter referred to as "**THE REGIONAL GOVERNMENT**"; and, **SCHOOL DAY HELSINKI Ltd**, with address at Fredrikinkatu 47 00100 Helsinki, Finland, duly represented by its Executive Director Mika Kasanen, who shall be referred to as "**SCHOOL DAY**"; **WHOLESCHOOLS INSTITUTE INTERNATIONAL**, with address at Alfredo de Musset 27 Ciudad de México, 11550, México, as the representative of School Day Helsinki Ltd (Business ID FI28630944) in Latin America, whose legal representative is Andrea Denise Ferrari Broggi, will be denominated **WHOLESCHOOLS**; who proceed duly empowered under the following terms and conditions:


CLAUSE ONE: LEGAL BASIS

- Political Constitution of Peru of 1993
- Law No. 27630, Constitutional Reform Law (Chapter XIV, Title IV, Decentralization)
- Law No. 27867, Organic Law of Regional Governments and its amendment: Law No. 27902.
- Law No. 27783, Law on the Bases of Decentralization, as amended.
- Law No. 28411, General Law of the National Budget System.
- Legislative Decree N° 1440, Legislative Decree of the National Budget System.
- Sale Ordered Text of Law No. 27444, General Administrative Procedure Law, approved by Supreme Decree N° 004-2019-JUS.
- Law N° 27806, Law of Transparency and Access to Public Information.
- Public Sector Budget Law for the Fiscal Year
- Civil Code.
- Supreme Decree N° 027-2019-RE, which approves the Regulation of the Decentralized National System of Non-Reimbursable International Cooperation.
- Emergency Decree No. 016-2020. Establishing measures regarding human resources in the public sector.


CLAUSE TWO: BACKGROUND

On February 18, 2021, the Counselor of the Embassy of Finland in Peru, Jorge Fernandez Gates, introduced the representative of the Finnish company School Day via email to evaluate the possibility of working on a cooperation project in education.


On March 15, 2021, representatives of School Day, the Regional Education Directorate and the Regional Management of International Technical Cooperation met through a virtual platform with the purpose of learning about the School Day Wellness model.



On September 2, 2021, the project proposal "Improvement of Learning through the Finnish School Day Program, applied in the Educational Institutions of the Province of Morropón" was emailed to Choice Humanitarian in order to work on this project in alliance with School Day.




By meeting dated November 10, 2021, Choice Humanitarian confirms its interest in being a co-financier of the project to improve learning through the Finnish School Day Program, applied in the following educational institutions: Parroquial Santa Rita and Almirante Miguel Grau, in the province and district of Morropón, II.EE Isolina Baca in the district of Chulucanas, and II. EE. San Agustín of the district of La Matanza,




On Monday, December 13, the beneficiary educational institutions met on a virtual platform with representatives of School Day and Choice Humanitarian to learn about the project and coordinate actions for its implementation:

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- II.EE. Parish "Santa Rita" (Morropón)
 - II. Almirante Miguel Grau (Morropon)
 - II. EE. Isolina Baca (Chulucanas)
 - II. EE. San Agustín (La Matanza)




By means of Multiple Memorandum N° 033-2021/GRP-420000, the Regional Management of Economic Development requested the confirmation of the four prioritized educational institutions to participate in the cooperation project: "Improvement of school learning through the School Day Wellness Model in educational institutions of the Province of Morropón".



By means of OFFICIAL N° 118-2021-GOB.REG.REG.PIURA-DREP-UGEL N° 307, the Principal of the Educational Institution Miguel Grau confirmed the participation in the cooperation project.


By means of OFFICIAL N° 056 - 2021 - GOB-REG.PIURA-DREP-U.E.303-AP-I.E.IBH-D, the Principal of the educational institution Isolina Baca Haz, confirmed its participation in the cooperation project.




By means of OFFICIAL N° 070-2021- DRE-P/ UGEL-CH / NGE-LM /-IE.SA-LM/D, the Principal of the Educational Institution San Agustín, confirmed its participation in the cooperation project. Institución Educativa San Agustín, confirms its participation in the cooperation project.

By means of OFFICIAL N° 209-2021-DRE-P-UGELM-I.E.P-"SR"-D.M, the Principal of the Santa Rita Parish School confirmed its participation in the cooperation project.

By the email dated 01.18.2022, Sampo Lokki of School Day, gives conformity to the inter-institutional collaboration agreement.



By the email dated 01.18.2022, Andrea Ferrari from WholeSchools, agrees to the Interinstitutional Collaboration Agreement



CLAUSE THREE: OF THE PARTIES

The **REGIONAL GOVERNMENT OF PIURA** is a legal entity under public law, with political, economic and administrative autonomy in matters within its competence. Its essential purpose is to foster sustainable integral regional development, promoting public and private investment and employment, and guaranteeing the full exercise of the rights and equal opportunities of its inhabitants in accordance with national, regional and local development plans and programs.

CHOICE HUMANITARIAN is a non-profit organization headquartered in Salt Lake City, Utah, USA. From there, it coordinates the efforts of full-time country directors and their staff in all countries, implementing the "CHOICE Humanitarian Leadership Development Model" which enables rural communities to create their own path and determine the most cost-effective method to eliminate extreme poverty. It has an office in Peru which aims to create, seek and support programs to improve the lives of Peru's low-income communities in need or poverty, through education, better nutrition, improved agricultural practices and economic development.

SCHOOL DAY, founded in 2017, is a Helsinki-based start-up specializing in EdTech. We combine kindness with unique artificial intelligence to provide pedagogical support that improves learning and social-emotional well-being. Everything we do aims to help schools and school districts achieve better well-being and improved learning outcomes. Wellness during the school day is an act of empathy that gives everyone in the classroom an equal voice. Everything we do is based on the success of world-renowned Finnish education and tailored to all educators globally. Our wellness model and service is created in cooperation with industry-leading researchers, educators, and software architects.

WHOLESCHOOLS INSTITUTE INTERNATIONAL is an educational consulting group based in Mexico City created by a growing network of global educators who specialize in local and international accreditations, pedagogical frameworks and teaching practices that are at the forefront of educational approaches such as the Finnish System, Reggio Emilia, the International Baccalaureate and Harvard Project Zero. Our mission is to empower educational institutions through the implementation of best practices and international programs that help schools improve their competitiveness and strengthen the well-being of their educational community, in order to transform society.

CLAUSE FOUR: OBJECTIVES

4.1 General Objective of the Agreement:

By this Inter-institutional Cooperation Agreement, THE PARTIES express their willingness to articulate and establish relations of support and cooperation in order to execute and implement the project called "Improvement of Learning through the Finnish School Day Program, applied in the following educational institutions: Parroquial Santa Rita and Almirante Miguel Grau, in the province and district of Morropón, II.EE Isolina Baca in the district of Chulucanas, and II. EE. San Agustín of the district of La Matanza. The project aims to develop the school day wellness model in four main themes: learning, social and emotional skills, social relations and well-being.

4.2 Specific Objectives of the Agreement:

Developing competencies based on the four dimensions of wellbeing established by the model: Social and Emotional Skills, Wellness, Social Relationships and Learning. Each of these dimensions has subcategories that address a total of 18 competencies that are developed throughout the school cycle.

Social and Emotional Skills

1. Task Performance
2. Emotional skills
3. Collaboration skills
4. Open-mindedness
5. Social skills

Wellness

6. Physical Health
7. Emotions
8. Diet
9. Psychological WellBeing
10. Academic Wellbeing

Social Relationships

11. Communication with teachers
12. Communication with school mates
13. Communication with the school
14. Student Services

Learning

15. Self-study
16. Study support
17. Learning environment
18. Learning material

CLAUSE FIVE: PROJECT DESCRIPTION

School Day asks students questions about their wellbeing, analyzes the data and provides real-time feedback. The Program highlights what is going well in the classroom and provides easily implementable solutions. From the classroom to the school, students and educators are helped to learn how wellness improves learning outcomes.

School Day wants all students to have a voice and be heard equally and it asks students questions about their wellbeing using emojis appropriate for all age groups, highlighting what is going well in schools and classrooms and provides solutions to the most pressing issues. When students feel good, they learn better.

Students express how they feel by answering weekly wellness questions in a secure, anonymous application and receive feedback and practical tips for reflection and learning.

Student voice is amplified in actionable data and intervention strategies to improve student wellness and Socio-Emotional Learning (SEL).

The School Day Wellness model covers four main themes: learning, social and emotional skills, social relationships and wellness.

You will have instant data on how your students are feeling and receive weekly highlights with CASEL-aligned discussion topics, intervention strategies, and grade-specific lesson plans.

School Day provides teachers with highlights, intervention strategies and support for concrete discussions for brief weekly check-ins with students. Each month a new CASEL-aligned lesson plan is generated based on the most pressing issues and weaknesses in the classroom.

CLAUSE SIX: SCOPE OF PROJECT EXECUTION

The project will be implemented in the following educational institutions:

- II.EE. Parish "Santa Rita" (Morropon)
- II. Almirante Miguel Grau (Morropon)
- II. EE . Isolina Baca (Chulucanas)
- II. EE. San Agustín (La Matanza)

CLAUSE SEVEN: TERM OF EFFECTIVENESS

The project is 12 months long. It will start on March 1, 2022 and end on February 28, 2023.

CLAUSE EIGHT: COST OF THE PROJECT AND CONTRIBUTIONS OF THE PARTIES

Each of the parties has valued its counterpart contributions which are summarized in Annex No. 01.

CLAUSE NINE: EXECUTION OF THE PROJECT

Choice Humanitarian, as General Coordinator, will be in charge of the Project execution, and each of the institutions will have a designated Coordinator.

CLAUSE TEN: INSTITUTIONAL COORDINATORS

For the purpose of implementing, adapting, executing and complying with this Inter Institutional Cooperation Agreement, THE PARTIES agree to designate their Coordinators.

For the Regional Government: The Regional Directorate of Education.

For School Day: WholeSchools Institute International, S.A DE C.V, representative in Hispanic America.

For Choice Humanitarian: Director in Peru.

CLAUSE ELEVEN: PROJECT REPORTS

- 11.1 Choice Humanitarian will send the parties a progress report on the project on a bi-monthly basis.
- 10.4 The General Coordinator of the Project will meet every two months with the coordinators of the institutions to evaluate the progress of the project.

CLAUSE TWELFTH: COMMITMENTS OF THE PARTIES

12.1 Of Choice Humanitarian

1. It will be responsible for the execution and liquidation of the Project.
2. Choice Humanitarian will co-finance the acquisition of the license to School Day, for the development of the project.
3. Choice Humanitarian provides its psychologists team for the project development.
4. It will provide permanent accompaniment, control, support, technical assistance and evaluation to the professionals involved in the project.
5. Choice Humanitarian will coordinate with the institutions the preparation and dissemination of the quarterly Virtual Newsletter on the progress of the project.
6. Communicate to the parties any circumstance or event that affects the normal execution of the activities and/or the fulfillment of the agreements established in this Agreement or that could affect the activities of the project.

12.2 OF THE REGIONAL GOVERNMENT

1. Perform monitoring of project activities in coordination with the parties.
2. The Regional Education Directorate, in coordination with the Morropón Local Education Management Unit (UGEL Morropón), will provide a professional in charge of monthly monitoring and systematization of the project's progress.
3. The Regional Education Directorate assumes the commitment to represent the Regional Government in the Project coordination and to provide the corresponding technical assistance.
4. The Regional Government of Piura, through the Regional Directorate of Education, will disseminate the results and lessons learned from the School Day model.

12.3 SCHOOL DAY & WHOLESCHOOLS INSTITUTE INTERNATIONAL,

1. Make the license of the School Day Program available for the Project execution
2. Create user accounts in School Day Program for the coordinators of Choice Humanitarian for the development of the Project. Choice Humanitarian must provide School Day the institutional email accounts of each user that will participate in the execution/supervision of program.
3. Train IIEE teachers in the use of the School Day application.
4. Provide adequate and timely data-driven support.

5. Provide technical support and advice to the project's educational institutions.
6. Process and interpret the data from the surveys applied to the students of the project's educational institutions.
7. Grant a scholarship of US\$2 per beneficiary student towards the cost of the purchase of the license, according to Annex 01.
8. Cooperate in the implementation, supervision, monitoring and evaluation of Project activities in coordination with the parties.
9. Access/users to the platform: School Day will create an account for each user (students, teachers and administrative team including the counselors, coordinators and directors). Each user must provide an email account to create their account (it must be the email account assigned by the educational institution). This information must be delivered by the project coordinators of each educational center. It must include a list indicating the name of each student by group/grade and each teacher by group/grade assigned to provide them with access to the platform. A separate list of the coordination/administrative staff who should have access to the data on the platform, for example counselors and coordinators including those on behalf of Choice Humanitarian, indicating which grade/levels/groups access will be assigned to them.

CLAUSE THIRTEEN: MONITORING AND SUPERVISION

For the purposes of monitoring and supervision, THE PARTIES designate their respective representatives.

For the Regional Government: The Regional Management of International Technical Cooperation

For School Day: WholeSchools Institute International, S.A DE C.V, representative in Spanish America.

For Choice Humanitarian: The Director in Peru

CLAUSE FOURTEEN: ANNEXES

The following Annex is an integral part of this Agreement and is duly signed by THE PARTIES:

- a) Annex N° 1: Project budget.

CLAUSE FIFTEEN: FREE ADHERENCE AND SEVERANCE

Pursuant to the provisions of Article 77°, paragraph 77.3 of the General Administrative Procedure Law - Law No. 27444, THE PARTIES enter into this Agreement freely and in accordance with their competencies; consequently, the agreement may be declared terminated upon prior notice to the other party with thirty (30) working days' notice, after which the free separation shall take effect.

CLAUSE SIXTEEN: OF MODIFICATIONS

This Agreement may be modified or extended by means of an Addendum or Additional Clause coordinated and subscribed by THE PARTIES, when they deem it convenient and the modifications introduced have the respective legal support.

CLAUSE SEVENTEENTH: DOMICILE AND NOTIFICATIONS

- 17.1 For the effects derived from this Agreement, THE PARTIES establish as their domiciles those indicated in the introductory part of this document.
- 17.2 All documents to be notified or sent between the parties shall be deemed to have been validly executed if they are sent to the addresses indicated in the introductory part of this agreement.
- 17.3 Any change of address during the term of this AGREEMENT shall be notified to the other party, by means of a dated document, to the addresses stated in the introductory part with fifteen (15) working days' notice.

CLAUSE EIGHTEEN: SETTLEMENT OF DISPUTES

- 18.1 The Parties declare to know the content and scope of each and every one of the Clauses that regulate the present Agreement, committing themselves to respect it according to the rules of good faith and common intention, pointing out that there is no vice or error that could invalidate it.
- 18.2 In the event of any discrepancy or controversy arising from the interpretation or fulfillment of this Agreement, it shall be resolved by direct agreement between the Parties following the rules of Good Faith and Common Intention of the Parties, the latter committing themselves to make their best efforts to achieve a harmonious solution, taking into account the principles inspired by this Agreement.

CLAUSE NINETEEN: JURISDICTION

Without prejudice to what is stated in the previous clause, in the case of requiring the intervention of the Judicial Power, the parties submit to the jurisdiction of the judges and courts of Piura. For which purpose they ratify as their domiciles those stated in the introduction of this Agreement.



SCHOOL DAY



CHOICE HUMANITARIAN
Peru ending extreme poverty

As a sign of conformity and acceptance of the terms of this agreement, the parties sign it in original and three copies, in Spanish and English, in the city of Piura and Helsinki on the 28 day of February of the year Two Thousand and Twenty Two.



GOBIERNO REGIONAL PIURA

Mg. SERVANDO GARCÍA CORREA, Mg.
GOBERNADOR REGIONAL

Gobierno Regional Piura
GOBERNADOR REGIONAL



Wlmer R. Cruz La Madrid
DIRECTOR PERÚ
Choice Humanitarian

Por Choice Humanitarian
EXECUTIVE DIRECTOR



MIKA KASANEN, CEO

School Day Helsinki
EXECUTIVE DIRECTOR

WholeSchools Institute International S.C.
LEGAL REPRESENTATIVE

ANEXO N° 01:

PRESUPUESTO DEL PROYECTO

Partidas presupuestarias	TOTAL	GORE Piura (soles)	Choice Humanitarian (USD)	School Day (USD)
	Dólares			
1. Implementación de Programa School Day				
Adquisición de Licencia de Software (8 dólares por alumno) Total: 3,208 alumnos	25,664.00	0.0	19,248.00	6,416.00
2. Monitoreo y Sistematización				
Professional of the Regional Directorate of Education who carries out the monitoring and systematization report.	7,500.00	7,500.00		
3. Asesoría y acompañamiento del Programa School Day	4,000.00		4,000.00	
4. Profesional de Asesoría al Programa 12 meses	9,000.00		9,000.00	
Total en dólares	46,164.00	7,500.00	32,248.00	6,416.00
Total en soles	184,656.00	30,000.00	128,992.00	25,664.00

1 Dólar = 4.00 soles