MEMORANDUM OF UNDERSTANDING

(hereinafter referred to as “the MoU”)

between

DEVI SANSTHAN

and

ARCA BETA

This Memorandum of Understanding is being entered into and executed on this 29th day of March, 2023, in Lucknow, India and Lima, Peru by and between:

DEVI Sansthan (Dignity Education Vision International) is a non-profit organization having its registered office at 10 Station Road, Lucknow, 226001, UP (hereinafter referred to as "DEVI Sansthan" which shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **First Party**

AND Arca Beta, is an NGO, having its registered office at Calle Ernesto Diaz Lopez 171, Chorrillos. Lima - Perú having its tax ID RUC: 20609719738 (hereinafter referred to as the "Arca Beta" which expression shall, unless it be repugnant to the meaning and context thereof, be deemed to include its successors and permitted assigns); of the **Second Party**

DEVI Sansthan and Arca Beta NGO are collectively referred to as “parties” and individually as a "party”.

Hereby, the following decided:

1. Both parties have agreed to enter an MoU for the duration of two years to implement the Global Dream ALfA FLN Program in Peru.
2. This program will start by implementation in a school in Iquitos, Peru with 117 primary students.
3. DEVI Sansthan will provide access to Global Dream ALfA e-Toolkits in English and in Spanish.
4. ARCA BETA will be responsible for the implementation of the program in Peru and DEVI Sansthan will provide an online training of the program to the volunteers recognized by ARCA BETA.
5. The purpose of this framework agreement is to promote collaborative research and study activities in the common areas of expertise.
6. Fields of cooperation: According to their resources and legal framework, the parties agree to establish between them a bilateral cooperation programme aiming at:

a) Promoting exchange visits or online participation of teachers and researchers for fixed-term periods of teaching, lifelong learning or research, that will be mutually agreed upon by the parties and particularly the participation to courses and conferences.

b) Promoting students´ involvement into improving the literacy rates and implementation of ALfA program in Peru;

c) Carrying out joint research programmes;

d) Organizing together symposia, conferences, meetings, trainings and workshops.

e) Inciting the participation of the administrative staff in cooperation actions that would facilitate good practice exchanges;

f) Informing each other about the symposia, seminars, conferences and other scientific meetings they hold, as well as exchanging publication and documentation about their activities;

g) Communicating the results of their pedagogical experiments (courses and seminars) to each other.

7. Terms of application

   This framework agreement will be considered as the source document of any specific agreement signed during its validity period. Cooperation activities mentioned in article 3 will be governed by specific agreements, which will specify the terms of cooperation and, in american dollars, the potential budget and grants.

8. Coordination Each of the parties will name a participant or service in charge of the administrative coordination of this present agreement.

9. Confidentiality Upon the validation of this agreement and upon its expiration or cancellation, the parties agree to respect the confidentiality of all information and documents, whatever their nature, transmitted between them during execution of this agreement. This consequently prohibits either party from sharing with any third-party information or documents transmitted throughout the duration of this agreement. The parties shall take the necessary measures to ensure that their staffs respect this obligation of confidentiality.

10. Use of logo The parties give permission to each other to use the logos of ARCA BETA and DEVI Sansthan on the websites and social media belonging to each of them with the only purpose to promote the cooperation between the parties and rise universal literacy.

11. Expansion to third parties the cooperation might be expanded to third parties by addendum, in accordance with terms jointly defined and agreed by the parties

12. Duration and renewal the present Agreement shall be in force for two (2) years after the signature of the last of the parties. After this period and after an evaluation of the cooperation activities, a new agreement may be established. It shall be submitted again to the procedures in force.

13. Termination Each party shall have the right to withdraw from this agreement by giving the other party a six months' notice, if withdrawal takes effect no earlier than the end of the ongoing academic year, nor than the end of the ongoing partnership actions.

14. Addenda This agreement may be amended in the form of an addendum which shall be submitted to the same procedure as the one used for the present agreement.

15. Conflict resolution, any conflict about this agreement, regarding its interpretation, its non-validity, its execution, its termination, the addition of complementary elements or its adaptation to new conditions will be resolved by mutual agreement. Failing that, the parties agree that such a conflict shall be submitted to mediation. The parties will select a unique mediator by mutual agreement. Failing that, each party will select a mediator within five working days following the date of the legal notice.

16. Language and number of copies There are two (2) authentic texts of this framework agreement in English.

17. All intellectual property and related materials, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that are developed or produced under this MoU, are "work made for hire" and will be the sole property of the DEVI SANSTHAN. The use of the Intellectual Property by the DEVI SANSTHAN will not be restricted in any manner.

18. Arca Beta will not use the Intellectual Property for any purpose other than that contracted for in this MoU and except with the written consent of the DEVI. Second Party will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

For Arca Beta NGO

Signature:

Name: Miguel Angel Peña Flores

Designation: President

Name of Organization: Arca Beta NGO

Date: 30/03/2023

For DEVI Sansthan

Signature:

Name: Sunita Gandhi

Designation: CEO

Name of Organization: DEVI Sansthan

Date: 31/03/2023

Dignity Education Vision International
DEVI
SANSTHAN
LUCKNOW