# MEMORANDUM of UNDERSTANDING

This Memorandum of Understanding is being entered into and executed on this 15th day of February, 2023, in Lucknow, India and Beirut, Lebanon by and between:

Borderless NGO, an independent Lebanese non-profit organization, having its registered office at Ouzai Main Street, Beirut, Lebanon (hereinafter referred to as the "Borderless" which expression shall, unless it be repugnant to the meaning and context thereof, be deemed to include its successors and permitted assigns); of the **First Party**

**AND** 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 **Second Party**

Borderless NGO and DEVI Sansthan are collectively referred to as "parties" and individually as a "party".

## A. STATEMENT OF PURPOSE

A1. Both parties have agreed to enter a non- financial MoU for the duration of five years to implement the Global Dream ALfA FLN Program in Beirut.

A2. The program will be implemented in the following location:

| Global Dream ALfA FLN Program | | | |
|---|---|---|---|
| **Location** | **No. of Units Volunteers** | **No. of Beneficiaries covered** | **Language** |
| Beirut, Lebanon | 50+ | 250-1000+ | Arabic & English |

A3. The Second Party will be knowledge partner providing free of cost one-time online training and free E- teaching and learning material to the volunteers and teachers of the first party. The First Party will act as implementation partner of the program.

A4. No financial transaction shall take place between the two parties in the duration of this Program.

## B. ROLES AND RESPONSIBILITIES OF DEVI SANSTHAN

B1. DEVI SANSTHAN shall provide online training to staff, volunteers and teachers of the First Party for the Global Dream ALfA FLN Program.

B2. DEVI SANSTHAN shall provide access to e-teaching learning material in English, Arabic for both literacy and numeracy to the first party.

**C. ROLES AND RESPONSIBILITIES OF BORDERLESS NGO**

C1. First Party shall act as implementation partner and ensure monitoring of all program related activities spread across the period of program.

C2. First Party shall ensure submission of data along with photos and videos as evidences as to the progress of the project.

**D. TERMINATION**

D1. This MoU shall automatically terminate on the expiry of the term.

D2. Either party may terminate this MoU by giving three (3) months' notice of termination in writing to the other party clearly conveying their intention to terminate the MoU.

**E. INTELLECTUAL PROPERTY RIGHTS**

E1. 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 is developed or produced under this MoU, is a "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.

E2. First Party will not use the Intellectual Property for any purpose other than that contracted for in this MoU except with the written consent of the Second Party. First Party will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

**F. GOVERNING LAW, JURISDICTION, AND DISPUTE RESOLUTION**

F1. This MoU shall be governed by the Laws of India. Any or all disputes arising out of this MoU shall be subject to the exclusive jurisdiction of the courts of Lucknow, Uttar Pradesh, India

The document signed by both the parties constitutes the entire binding understanding between Borderless NGO and DEVI Sansthan.

BORDERLESS LB جمعية بوردرلس علم وخبر - ٢٧٧٥ - عين الرمانة - بعبدا

Dignity Education Vision International DEVI SANSTHAN LUCKNOW

**For Borderless NGO**

Signature:

Name: Randa Ajami

Designation: Founder

Name of Organization: Borderless NGO

Date: 15/02/2023

**For DEVI Sansthan**

Signature:

Name: Sunita Gandhi

Designation: CEO

Name of Organization: DEVI Sansthan

Date: 15/02/2023