MEMORANDUM OF UNDERSTANDING

(hereinafter referred to as "the MoU")

between

Think EdTech & Lagos State

and

DEVI SANSTHAN

on

This Memorandum of Understanding (MoU) is entered into and executed on the 20th day of March, 2023 in Lucknow, Uttar Pradesh, and Think Ed Tech, Lagos, Nigeria (Referred as Party 1);

AND

DEVI Sansthan (Dignity Education Vision International) is a non-profit organization having its registered office at 10 Station Road, Lucknow, 226001, U.P, India, hereinafter referred to as 'DEVI' which term or expression, unless excluded by or repugnant to the subject or context shall mean and include his successors in office (referred as Party 2) and both as Parties.

This MoU as entered into between the Think Ed Tech, Lagos, Nigeria and DEVI Sansthan, commits the two parties to implement the Disruptive Global Dream ALfA—Accelerated Learning for All program to improve foundational learning of children in the government schools of Lagos, Nigeria.

NOW THEREFORE, the Parties agree as follows:

ARTICLE 1
Objectives

The objective of this MoU is to improve the Foundational Literacy and Numeracy skills of children studying in Grades 1 through 5 studying in the government schools of Lagos, Nigeria using advanced and accelerated learning methods as incorporated in the Global

Dream ALfA—Accelerating Learning for All pedagogy, leading to system-wide systemic changes. Another objective is to raise the capacity of the teachers and the government staff at all levels in these new and advanced methods and for the longer-term system-wide improvement of FLN levels.

ARTICLE 2
Area and Scope of Operation

Both DEVI and Think Ed Tech have agreed to enter into an MoU for a period of 4 years to implement the Global Dream ALfA FLN Program in 80,000 government schools pan Nigeria for English, and Numeracy of Grades 1 through 5 in this phase.

DEVI will provide training to the teachers of the participating in the ALfA pedagogy of teaching. Training will also be provided to the school heads and government staff at all levels. This includes training of the 'supervisory' and 'monitoring' staff for ALfA supervision and monitoring of outcomes using the ALfA Way app.

A small sub-set of the schools will be selected for a Randomized Control Trial to collect data on both the Intervention and Reference set of schools.

ARTICLE 3
Intellectual Property Rights

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.

Think EdTech 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. Party 1 will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

ARTICLE 4
Funding

The project will be implemented by Think Ed Tech, Lagos, Nigeria at their expense in the country. Per child cost will be marginal and will depend on the scope of the project as can be discussed and finalized. (As per page 8 of the proposal attached)

ARTICLE 5
Obligations of Government of Nigeria

1. Think Ed Tech will issue all letters and otherwise fully and promptly support all aspects of the program's implementation throughout its duration, create an enabling environment and appoint persons who will have the authority to make quick decisions as may be required from time to time.
2. Think Ed Tech will share data related to schools (school name, principal, teachers, students, contact details, past academic performance) as required by DEVI in Excel or other formats. MoE will also share the syllabus, curriculum, assessment and surveys being currently used by the government schools of Nigeria.
3. Think Ed Tech will review the existing material and provide inputs such as its customization to match the country's syllabus and culturally appropriate or locally known pictures (but not change the pedagogy).
4. The staff will provide full and prompt support at the local levels of implementation, for the training and execution of the program at all levels.
5. Think Ed Tech will help DEVI select randomly some 200 schools for the intervention and reference groups under the guidance of DEVI Sansthan, to collect data for RCT.
6. Think Ed Tech will provide a list of surveyors from its staff to DEVI. Think Ed Tech will direct the surveyors to attend the training by DEVI trainers on how to conduct baseline, midline and endline evaluations at the selected schools. (It can also be discussed if the scope should include assessments of all the primary children country-wide.)
7. Ministry of Education, Think Ed Tech will direct the intervention schools to allocate 1 period each for English, and Numeracy in the daily time-table for the duration of implementation phase of the program. Other, alternative study materials for these three subjects will be replaced by the ALfA study materials.
8. Think Ed Tech will bear the finances of its own staff and training arrangements that arise during the implementation of program. In case Think Ed Tech chooses physical training, it will include the cost of travel, lodging and food of the trainers who visit the country.

ARTICLE 6
Obligations of DEVI Sansthan

1. DEVI will keep data of schools shared by MoE confidential and will use it only for the purpose of project implementation and research.
2. DEVI will create baseline, midline and endline evaluation question papers in collaboration with MoE and upload the same on Pragati App for the 200 schools selected for the RCT.
3. DEVI will make available teaching and learning material in digital format to all the intervention schools after fine-tuning these to the country's cultural and syllabus needs.
4. DEVI will conduct online training of the surveyors on conducting evaluations and collecting data using the Pragati App.
5. DEVI will prepare reports for Baseline, Midline and Endline evaluations and share with

the MoE after each evaluation. DEVI will also prepare a final impact report with the help of MoE, or under their purview. These reports will help garner greater financial support for the country's implementation of ALfA FLN.

ARTICLE 7
Performance Standards

DEVI Sansthan undertakes to perform its services to the highest standards of professionalism, ethical competence, integrity and accountability. Both the Parties shall participate in quarterly review meetings where developments in relation to projects are discussed and revisions made.

ARTICLE 8
Force majeure

In the event of the occurrence of an event of force majeure which shall include, but not limited to the following; riots, natural disasters or war, neither of the Parties shall be held liable or accountable for problems and costs arising from failure to fulfill their obligations under this MoU.

In the event that the event of force majeure subsists for a period of three (3) months the MoU shall automatically terminate due to supervening impossibility of performance. The Party experiencing
an event of force majeure shall give written notice to the other Party within fifteen (15) days of such occurrence.

ARTICLE 9
Governing Laws

This MoU shall be governed and construed in accordance with the laws of Nigeria.

ARTICLE 10
Dispute Settlement

The parties shall attempt to resolve any disputes arising in connection with the interpretation or implementation of this agreement in a spirit of mutual friendship and cooperation.

ARTICLE 11
Termination

This MoU may be terminated at any time by mutual agreement between the Parties, or by any Party giving the other written notice of no less than six (6) months of their intention to terminate this MoU.

ARTICLE 12
Entry into force

This MOU shall enter into force on the date of its signature by both Parties or, if not signed simultaneously, on the date of the last signature.

ARTICLE 13
Duration

This MOU shall be in force for four years and shall be renewed subject to the consent of both parties.

ARTICLE 14
Amendment(s)

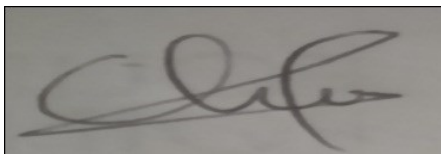
Amendment(s), alterations or modifications to this MoU shall be in writing and shall only take effect once the written consent of the Parties has been obtained.

ARTICLE 15
Confidentiality

All information agreed on between the Parties as being of confidential nature shall be treated as such, unless a Party gives its written consent waiving its claim to confidentiality in respect of that particular information.

ARTICLE 16
Domicilium Citandi Et Executandi

All correspondence and communication between the Parties in respect of this MoU shall be sent through their respective offices and duly authorized representatives as follows:-



For Think Ed Tech
Lagos,
Nigeria.
Chukwuka Enujekor
Chief Executive Officer
Date: 20 March 2023

For DEVI Sansthan

Sunita Gandhi, CEO DEVI Sansthan
12 Station Road, Lucknow 226001,
Uttar Pradesh
India
Date: 20 March 2023