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MoU

This Memorandum of Understanding (MoU) executed on this 17th day of February, 2023 ("**Execution Date**") is entered

BETWEEN

BRIGHTCHAMPS EDUCATIONAL FOUNDATION holding CIN U80301KA2022NPL167299 incorporated under the under the Companies Act, 2013 (18 of 2013) having its registered office at No. 2316, K. No.19062316,16th Cross, 27th Main Road 1st Sector HSR Layout, Bangalore, Karnataka – 560102, under its authorised signatory Kartik Sharma (Designation-Global Director of Curriculum and Learning Experience) (hereinafter referred to as "**BCF/Foundation**"), which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include all its legal representatives, successors, executors, administrators and permitted assigns of the **First Part**.

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/Partner**"), which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include all its legal representatives, successors, executors, administrators and permitted assigns of the **Second Part**.

The **Foundation** and the **Partner** shall hereinafter be collectively known as the "**Parties**".

1. BACKGROUND

a) BCF's main object is to conduct educational and consulting programs relating to education, research, advancement of technology, technological know-how, providing infrastructure, facilities and structure resources leading to social good, promotion of similar activities and more. BCF further aspires to become the world's most impact-driven educational organisation with the vision to equip every underprivileged kid, in every part of the world, with next-gen life skills to level the playing field for them and give them every tool they will need to become future leaders.

b) Partner / DEVI Sansthan is a non-profit organization serving underprivileged communities since 1992. With the slogan 'Each One Teach One' we hope to inspire people's movement for literacy throughout the nation. Our vision is that no one should be left behind in the spread of Literacy. Our mission is to be a catalyst in creating a replicable model of change.

2. PURPOSE

a) BCF will act as networking partner for Massive Open Online Training (MOOT) for teachers and education volunteers from across the globe free of cost which is being organised by DEVI on March 9 & 10 and any further dates as and when decided.

b) Whereas with respect to the background defined above under Clause 1 of this MoU (*Background*) BCF shall enter into a MoU with DEVI to achieve a shared goal of bringing learning and access of BCF's courses to underprivileged students registered with Partner's Special Interest Group (SIG).

Dignity Education Vision International DEVI SANSTHAN LUCKNOW

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c) And Whereas, BCF shall provide BCF's courses along with its curriculum, learning tools, teachers, and other similar resources to the students registered with Partner's Special Interest Group (SIG) for a course to be completed within a period of 4 (four) weeks without any cost, or till the completion of the said course to a defined batch of students, which shall be mutually decided by the Parties.

3. TERM AND TERMINATION

This MoU shall be effective from ("**Effective Date**") and shall continue for a period 1 (one) year ("**Term**") unless terminated by either Party by a 15 (fifteen) day prior written notice to inform about such termination. Renewal of the MoU for another Term shall be extended by mutual written consent of both the Parties.

4. GENERAL OBLIGATIONS OF THE PARTIES

The parties shall:

a) Act reasonably in performing their duties/obligations and exercising their rights under this MoU; and
b) Diligently perform their respective obligations as defined in this MoU; and
c) Work together in a collaborative manner.

5. SCOPE

BCF and Partner shall work together on implementation of each other's programs.

a) BCF should spread the message for MOOT and enroll as many teachers for this free of cost online event being organized by DEVI.
b) DEVI shall offer it's **ALfA Program-toolkits** and BCF shall offer its "**BrightChamps Educational Foundation Curriculum and/or Course**" (a four-week online course especially curated for BrightChamps Education Foundation's purpose which is solely defined and decided according to BCF). **BrightChamps Educational Foundation Course shall be delivered by the teachers engaged with BCF to the students registered with Partner's SIG** free of cost for the Term already defined under Clause 3 of this MoU. BCF in furtherance of the purpose of the MoU may discuss the extension of this journey for some high-potential and tech-passionate students free of cost.

6. NON-BINDING

Neither Parties shall have any legal obligation under or by virtue of this MoU, including any obligation to enter into any definitive agreement or other contract, to provide any services, to disclose any information, to make any investment or to pay any consideration or compensation, whether or not expressly described herein; provided that the Parties agree to co-operate in good faith along the lines described in this MoU.

7. MISCELLANEOUS

a) BCF provides any and all services/ courses on an "as-is" basis and makes no representations or warranties as to bright champs educational foundation curriculum and/or course provided. BCF disclaims and waives off any explicit warranties if given orally or in written form prior to signing of this mou and also waives off all implied warranties in connection with this mou.
b) Partner shall indemnify BCF against any claim, loss, damage caused to BCF due to any act/omission done by Partner, SIG and the Students under or any other affiliates and related parties of Partner during or after the Term of this MoU with respect to any breach, negligence or misconduct.
c) The Partner shall agree and acknowledge that BCF may use the Partner's name, picture, or likeness for any advertising, publicity, or other business purpose at any time, during or after the Term of this MoU and may continue to use materials generated during or after the Term of this MoU. Wherein,



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the Partner shall receive no consideration if the Partner's name, picture or likeness is so used. The Partner further agrees and acknowledges that any negatives, copies, prints or other material for printing or reproduction purposes prepared in connection with the use of the Partner's name, picture or likeness by BCF shall be and are the sole property of BCF.

d) 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. BCF will not use the Intellectual Property for any purpose other than that contracted for in this MoU except with the written consent of DEVI. BCF will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

e) The Partner acknowledges and agrees that this MoU does not confer on it any right, title or interest in or to the intellectual property rights of BCF. All rights in such intellectual property solely rest in BCF and are the exclusive property of BCF, including, without limitation all materials for which copyright may be sought including, but not limited to, writings, computer software programs, source codes, artistic works, work products, designs, graphs, drawings, blueprints, audio and/or visual works or other works of authorship (whether or not copyrightable); marks, names, phrases, colours, designs or other indications useful to identify the origin of any goods or services (whether or not protectable as trademarks), trade secrets and know-how, whether in hard copy or electronic form, recordings, works of authorship, programming tools,reports, designs, analysis, user or procedural manuals and other supporting material, summaries, literature, test results, recommendations, drawings and work papers concerning the business and/or BCF compiled and/or prepared by and/or invented by the BCF during the term, either alone or jointly with any other person(s), which relate to or are connected or are capable of being associated with the MoU or BCF's business activities (collectively referred to as the "**Intellectual Property**"). The Partner further acknowledges that this Agreement does not grant it any license, whether expressor implied to use the rights in relation to any of the intellectual property of BCF in any manner whatsoever.

f) This MoU shall be the final understanding between the Parties and shall supersede all the prior agreements/ arrangements, if any.

g) Any amendment and/or changes in this MoU shall be mutually decided amongst Parties in written and shall be part of this MoU as an addendum to this MoU.

IN WITNESS WHEREOF, the Parties hereto have executed this MoU as of the day and the year first above written.

SIGNED, SEALED and DELIVERED by For and on behalf of **BRIGHTCHAMPS EDUCATIONAL FOUNDATION** DocuSigned by: Amit Kumar BC3EEFB2C52042D... **Name: Amit Kumar** **Title:** Authorised Signatory	SIGNED, SEALED and DELIVERED by For and on behalf of **DEVI Sansthan** **Name: Sunita Gandhi** **Title: CEO**

Dignity Education Vision International DEVI SANSTHAN LUCKNOW