MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is entered into on 26.09.2025 *September 2025* at Lucknow, Uttar Pradesh, India, by and between the following parties:

- **DEVI Sansthan** (Dignity, Education, Vision International), a registered charitable society, Registration No. 250/1992-93, Lucknow, Uttar Pradesh, India, implementing the ALfA Foundational Literacy and Numeracy (FLN) Program (hereinafter "First Party" or "DEVI Sansthan," which expression shall, unless repugnant to the context, include its successors and assigns).
- **IIMPACT**, having its operational office at Ground Floor, M 2/3, DLF Phase–II, Gurgaon 122002, India (hereinafter "Second Party" or "IIMPACT," which expression shall, unless repugnant to the context, include its successors and permitted assigns).

DEVI Sansthan and IIMPACT are collectively referred to as the "Parties" and individually as a "Party."

Statement of Purpose

1. The Parties agree to collaborate for a period of one (1) year to implement the ALfA FLN Program in West Bengal, Uttarakhand, UP, Bihar and Rajasthan with the aim of making 19,000+ adult learners foundational literate and numerate.
2. Implementation Plan:
    - West Bengal: 201 volunteers; 6030 adult learners; Literacy & Numeracy; language: Bengali & Oriya.
    - Uttarakhand: 42 volunteers; 845 adult learners; Literacy & Numeracy; language: Hindi.
    - UP and Bihar: 177 volunteers; 5310 adult learners; Literacy & Numeracy; language: Hindi.

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- Rajasthan: 230 volunteers; 6900 adult learners; Literacy & Numeracy; language: Hindi.

Scope of Work and Responsibilities

A. Responsibilities of the First Party (DEVI Sansthan)

1. Provide Global Dream ALfA Toolkits as per quantities and amounts in the approved budget (Annexure A).
2. Provide online training to volunteers and learners identified by the Second Party.
3. Prepare and print assessment papers and provide supervision support for assessments, OMR entry, and scanning.
4. Provide ongoing feedback and full implementation support to the Second Party.

B. Responsibilities of the Second Party (IIMPACT)

1. Organize orientation and online trainings for volunteers and learners.
2. Bear shipping charges for materials on actuals.
3. Supervise and monitor the program; conduct assessments with support from the First Party.
4. Collect and share implementation evidence (photos, videos) of instructors and learners with the First Party.
5. Include the logo of DEVI Sansthan in banners and social media branding and adhere to the Branding and Communications Clause herein.
6. Release payments as per the approved budget in three tranches: 50% before start, 30% after completion of training, and 20% at the time of the post-test.

Branding and Communications

1. Co-Branding Use: Both Parties grant each other permission to use the names and logos of IIMPACT and DEVI Sansthan on websites, social media, and outreach materials solely to promote this cooperation and the shared objective of universal literacy, subject to each Party's brand guidelines and any prior written instructions.

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2. Approval Process: Each Party will share co-branded materials with the other Party at least five (5) working days prior to publication or dissemination for review and reasonable approval, which shall not be unreasonably withheld.

Intellectual Property Rights

1. All intellectual property and related materials (including trade secrets, moral rights, goodwill, registrations or applications, and rights in patents, copyrights, trademarks, trade dress, industrial designs, and trade names) developed or produced under this MoU shall be considered "work made for hire" and be the sole property of DEVI Sansthan.
2. The use of such intellectual property by DEVI Sansthan shall not be restricted in any manner.

Financials and Disbursement

1. Payments shall be made by the Second Party in three tranches as specified in the Responsibilities of Second Party, linked to project milestones: commencement, completion of training, and post-test.
2. The detailed budget and line items are provided in Annexure A; shipping costs shall be on actuals.

Term and Termination

1. Term: This MoU shall be valid for one (1) year from the effective date, unless terminated earlier in accordance with this clause. It shall automatically terminate on expiry unless renewed by mutual written consent.
2. Termination for Convenience: Either Party may terminate this MoU with three (3) months' prior written notice to the other Party, clearly stating the intention to terminate.
3. Effects of Termination: Upon termination, Parties shall settle dues and return any property or confidential information as mutually agreed, without prejudice to accrued rights and obligations.

Monitoring, Reporting, and Evidence

1. The Second Party will ensure supervision and monitoring of program delivery, assessments, and data collection, and share periodic reports with the First Party.

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2. The Second Party shall collect and share photos, videos, and other implementation evidence, ensuring necessary consents are in place per applicable laws.

Confidentiality

1. Each Party shall maintain confidentiality of non-public information shared under this MoU and use it solely for purposes of implementing the program, unless disclosure is required by law or consented to in writing.

Compliance

1. Each Party shall comply with applicable laws and regulations, including data protection, child protection (where applicable), and any statutory requirements relevant to program delivery.

Governing Law, Jurisdiction, and Dispute Resolution

1. This MoU shall be governed by the laws of India.
2. Any disputes arising out of or in connection with this MoU shall be subject to the exclusive jurisdiction of the courts of Lucknow, Uttar Pradesh, India.

Entire Understanding and Amendments

1. This MoU constitutes the entire understanding between the Parties with respect to the subject matter and supersedes all prior communications. Any amendment must be in writing and signed by authorized representatives of both Parties.

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Signatures

For First Party (DEVI Sansthan)
Signature:

Name: *Dr. Sunita Gandhi*
Designation: Founder and President
Organization: DEVI Sansthan
City, State, Country: Lucknow, Uttar Pradesh, India
Date:

For Second Party (IIMPACT)
Signature:

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Name: *Preeti Munjal*
Designation: Executive Director
Organization: IIMPACT
City, State: Gurgaon, Haryana
Date:

Annexure A

MOTHER LITERACY PROGRAM

Summary	Total Cost
A: Training	₹ -
B: Evaluation papers	₹ 181,308
C: Teaching Learning Materials	₹ 1,431,375
Total Program Cost	₹ **1,612,683**
F: Miscellaneous / Admin (5% of Total Program Cost)	₹ -
Grand Total	₹ **1,612,683**

No. of Adult Learners 19085

A:Training of master-trainers	**No. of Trainers**	**No.of days**	**Unit cost per trainer**	**Total Cost**
Training fee (Onboarding+refresher+Debrief / per day)	0	₹ -	₹ 5,000	Free
Travel (to be provided by IIMPACT)	0	₹ -	₹ -	₹ -
Accomodation & Fooding (to be provided by IIMPACT)	0	₹ -		₹ -
Total				₹ -

B: Evaluation	**No. of adult learners**	**Unit cost**		**Total Cost**
Printing cost of Baseline paper	19085	₹ 3.50		₹ 66,798
Printing cost of Endline paper	19085	₹ 3.50		₹ 66,798
Pragati App	19085	₹ 2.50		₹ 47,713

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Shipping (on actuals, to be paid by IIMPACT)				On Actuals
Total				₹ **181,308**
C: Global Dream Teaching Learning Materials	**No. of Adult learners**	**Unit Cost**		**Total Cost**
Learner Kits (One Kit per two learners) (learners + 5% trainers)	9543	₹ 150.00		₹ 1,431,375
Shipping (on actuals, to be paid by IIMPACT)				On Actuals
		Total		₹ **1,431,375**
		GT		₹ **1,612,683**
		Cost per learner		₹ 84.50

