Non Judicial

Indian-Non Judicial Stamp
Haryana Government

Date : 08/07/2022

Certificate No. G0M2022J2793

GRN No. 82373052

Stamp Duty Paid : ₹ 101 (Rs. Only)

Penalty : ₹ 0 (Rs. Zero Only)

Seller / First Party Detail

Name: M three m Foundation

H.No/Floor : 508a/5f Sector/Ward : Na LandMark : M3m urbana

City/Village : Gurugram District : Gurugram State : Haryana

Phone: 88******94

Buyer / Second Party Detail

Name : Dignity Education Vision International

H.No/Floor : Na Sector/Ward : Na LandMark : 10 Station Road,

City/Village: Lucknow District : Lucknow State : Uttar Pradesh

Phone : 88******94

Purpose : MEMORANDUM OF UNDERSTANDING

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website https://egrashry.nic.in

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made and entered in New Delhi on **11th July 2022.**

Between

M3M Foundation, a not-for-profit trust registered under the Indian Trusts Act, having its registered office at M3M Urbana Business Park, Tower A 7th Floor, Golf Course Road Extension Sector 67, Gurgaon, Haryana 122002 (hereinafter referred to as the **"Foundation"** which expression shall, unless it be repugnant to the meaning and context thereof, be deemed to include its successors and permitted assigns); of the ONE PART

And

DEVI Sansthan (Dignity Education Vision International) is a non-profit organisation 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 OTHER PART

M3M Foundation Gurgaon

WHEREAS

Foundation would be financially supporting the **DEVI Sansthan** as permits proposal dated 30th June for the period **July 2022 to June 2023** under the Programme Sakshaar.

An amount of **Rs. 14,51,395 (Fourteen Lacs Fifty One Thousand Three Hundred Ninety Five Only)** has been sanctioned to DEVI SANSTHAN for the **Project titled FLN Govt. Schools, Shamli District**. Under the Project, **2200 students** across **10 government schools** will be catered to bring up their Fundamental Literacy and Numeracy FLN level.

This contribution is subject to the following conditions:

1. ROLES AND RESPONSIBILITIES OF DEVI Sansthan:

DEVI SANSTHAN shall be responsible for the following:

1.1 The activities described by the DEVI SANSTHAN would be implemented in accordance with the Project Proposal Timeline and Budget approved by Foundation (refer Annexure A & B attached respectively).

1.2 DEVI SANSTHAN shall act as the implementing agency for the Project as identified and agreed to under the proposal.

1.3 To identify and establishment of appropriate team and finalization in consultation with the Foundation for successfully implementing the Project under the proposal; and

1.4 Monitor the Project under the proposal and report the progress of the same to the foundation time to time.

1.5 DEVI SANSTHAN shall utilize the grant for the purposes of the Project approved by the foundation as identified under the proposal.

1.6 As and when required, DEVI SANSTHAN shall provide to the Foundation relevant information, data and reports, including internal reports, reports to be submitted to external evaluators regarding the Project undertaken in terms of the proposal. In addition to the above, at the end of the year, DEVI SANSTHAN agrees to provide to the Foundation utilization certificate from a Chartered Accountant of repute certifying the usage of the monies disbursed by the Foundation for a specific Project under the proposal.

1.7 In case any immovable or fixed assets are purchased out of the monies funded by the Foundation to undertake the Projects as identified under the proposal, DEVI SANSTHAN shall ensure that such immovable or fixed assets are purchased in the name of Foundation and shall ensure that such assets

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are not be encumbered, leased, hypothecated, mortgaged or disposed-off in any manner without the prior written approval of the Foundation.

1.8 In case of any material is purchased for the purposes of the Project identified under the proposal and approved by the Foundation. DEVI SANSTHAN shall be required to maintain a register of all such material and details of utilization such material. DEVI SANSTHAN undertakes and agrees that the material shall only be utilized for the purposes of the Project as identified under the proposal.

1.9 DEVI SANSTHAN undertakes to carry out its statutory audits on time and provide all audit reports (statutory as well as internal) to the Foundation within 30 (thirty) days from the date of completion of the audit or within such time as may be requested by the Foundation.

1.10 On expiry of the term, in case of any unutilized balance of the grant shall return such funds to Foundation immediately. The Foundation may, at its sole and absolute discretion, authorize DEVI SANSTHAN to apply such funds for such purpose as may be mutually agreed to by the parties.

2. TERM

2.1 This MOU shall, remain in force for a period of 12 Months, from the Effective Date ("Term") unless terminated earlier, in terms of the provisions contained herein under this MOU. This MOU shall automatically terminate on the expiry of the Term.

3. COMMITTEE

3.1 For the purposes of undertaking a project under the proposal, the parties shall formulate a Project Advisory Committee ("Committee") which shall comprise member nominated by DEVI Sansthan, member nominated by the Foundation, local community, local bodies etc.

3.2 The parties agree that during the Term, the meetings of the committee shall be held twice a year (Half yearly and annually). Apart from this, the PAC may join in for periodic quarterly review and reflection meetings that shall be offline (in person) or online (virtual) as the situation allows. The presence of minimum 4 (four) member shall be necessary to constitute a valid quorum for the meeting of the committee.

3.3 The parties have agreed that the foundation, from time to time, will be at liberty to inspect, supervise the project under the proposal in any manner that is deemed fit, either directly or through a nominated agency.

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Gurgaon

4. GRANT

4.1 Facilitate release of funds, out of the grant, for undertaking and implementing the Project under the proposal. The funds to be released as per schedule in table below, subjected to submission of all compliances in the MoU and deductions of unspent balance, if any, as reported in the Fund Utilization Report.

Fund Release	Month	Amount (Rs.)
1st installment	July 2022	INR 362848
2nd installment	October 2022	INR 362849
3rd installment	January 2023	INR 362849
4th installment	April 2023	INR 362849

4.2 The funds disbursed under the Project shall not be utilized for any other purpose other than earmarked for it by Foundation as per Annexure B–(Detail Budget).

4.3 The payments made and the expenses incurred under the Project by DEVI SANSTHAN will be made through cheques. Please note the cheques in the form of bearer cheques will not be permitted.

4.4 The amount utilized shall be shown under the same budget heads and no alteration of the budget or Project is to be carried out, without consulting with and prior approval in writing by Foundation designated authorities.

4.5 Foundation also reserves the right to reduce the funds it is contributing towards the project or to terminate funding prematurely. This decision however will take place only after consultations with the DEVI SANSTHAN. Expenses already incurred by the DEVI SANSTHAN, as well as any commitments entered into for the future which are considered reasonable in the sole discretion of Foundation will then be settled.

4.6 DEVI SANSTHAN will inform Foundation of any changes they seek to make to the Project for which the funding is being sought and the details of the changes sought and implement such changes, only post approval in writing from Foundation's authorized representative.

4.7 DEVI SANSTHAN will notify Foundation about any changes / amendments to the Memorandum of Association/ Trust Deed/ Exemption status under section 80 G of the Income Tax Act,1961 / Registration under the Foreign Contribution Regulation Act, 1960/Trust Registration Certificate, etc. , with immediate effect from the date of changes made.

5. PROJECT RELATED REPORTING AND COMPLIANCES

5.1 The DEVI SANSTHAN is requested to maintain a separate record of Foundation's support. The DEVI SANSTHAN shall keep accurate and appropriate books and accounts to record the use of the grant for the purposes defined in Annexure A below. These shall be made available to Foundation and/or its regulators for inspection or audit if required.

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5.2 Foundation may ask for and inspect excerpts of the books of accounts that relate to Project FLN of the DEVI SANSTHAN as and when Foundation requires.

5.3 The following reports will have to be submitted as per the dates that have been provided below:

Sr. No.	Type of Report	Submission Date
1	Monthly Financial Report	5th of every month
3	Monthly MIS data sheet	5th of every month
4	Quarterly Report	5th of every Quarter
5	Annual Progress Report.	5th May 2023
6	Utilization Certificate	30th May 2023
7	Yearly Audited Statement of Accounts	30th September 2023
8	Income Tax Return	30th September 2023

5.4 The DEVI SANSTHAN will ensure that the under spend amount is highlighted in the quarterly /monthly financial report and the annual under spend is not more than 5% of the total project cost.

5.5 In case a report is not submitted by the above-mentioned dates, Foundation reserves the right to stop disbursement for the remaining period. In case of underutilization of funds disbursed, a proper justification needs to be submitted along with the financial reports.

5.6 The DEVI SANSTHAN will on a regular basis maintain and update the MIS datasheet to record the beneficiary outreach of the Project and shall submit the same to Foundation every month. This MIS sheet will be designed by DEVI SANSTHAN and finalized by Foundation.

5.7 The Foundation formatted Project Annual Report must include an audited statement of the financial contribution made by Foundation for that year.

6. TERMINATION

6.1 This MoU shall automatically terminate on the expiry of the term

6.2 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.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 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

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SANSTHAN. The use of the Intellectual Property by the DEVI SANSTHAN will not be restricted in any manner.

7.2 Foundation shall not use the Intellectual Property for any purpose other than that contracted for in this MOU except with the written consent of the Client. Foundation will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

8. SAFEGUARDING

8.1 DEVI SANSTHAN believe that everyone they come into contact with, regardless of age, gender identity, disability, sexual orientation or ethnic origin has the right to be protected from all forms of harm, abuse, neglect and exploitation.

8.2 DEVI SANSTHAN individually are fully committed to ensuring that their respective policies and procedures comply with principles and duties and reflect current guidance and best practice in safeguarding children and vulnerable adults.

8.3 DEVI SANSTHAN individually agree that they will take all reasonable steps to prevent harm, particularly sexual exploitation, abuse and harassment from occurring; and to protect people, especially vulnerable adults and children, from that harm; and to respond appropriately when harm does occur.

8.4 DEVI SANSTHAN individually will:

i. Ensure that all their respective staff have access to, are familiar with and know their responsibilities concerning their respective Safeguarding policy.

ii. Undertake collaboration and project operation in a way that protects people from any risk of harm that may arise from their coming into contact with the respective parties.

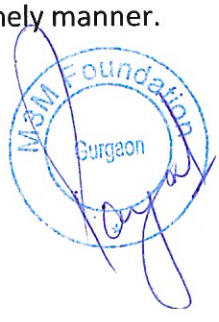
iii. Implement appropriate safeguarding procedures when recruiting, managing and deploying staff and associated personnel.

iv. Ensure staff receive orientation on safeguarding at a level commensurate with their role in the organisation of the respective parties.

v. Appoint Designated Person to ensure that safeguarding is given a high priority within their respective organisations.

vi. Follow up on reports of safeguarding concerns promptly and according to due process.

8.5 DEVI SANSTHAN individually will ensure that safe, appropriate, accessible means of reporting safeguarding concerns are made available to the respective staff and those they come in to contact with. To enable this, DEVI SANSTHAN individually have appointed the safeguarding Designated Person who is responsible for ensuring that safeguarding is given high priority within the respective party organisations and that all safeguarding reports are dealt with in a timely manner.



8.6 DEVI SANSTHAN individually agree to:

i. Follow up safeguarding reports and concerns according to policy and procedure, and legal and statutory obligations.

ii. Apply appropriate disciplinary measures to staff found in breach of policy. Both the respective parties undertake as a policy to report all crimes to the relevant law enforcement authorities unless doing so may pose a risk to anyone involved in the case.

iii. Within its means, DEVI SANSTHAN individually will offer support to survivors of harm caused by staff or associated personnel, regardless of whether a formal internal response is carried out (such as an internal investigation).

9. INDEMNITY

9.1 The DEVI SANSTHAN agrees to indemnify and hold harmless Foundation from and against all claims, calls, demands, notices, costs (including but not limited to lawyers' costs) and losses of whatever nature arising from an intentional breach of the obligations under this Memorandum of Understanding and/or on account of acts or omissions of the DEVI SANSTHAN or infringement of any intellectual property rights of Foundation.

9.2 The Foundation, its Trustees, Managing Trustees and all employees should be hold harmless from and against all claims, damages, losses and expenses arising out of or resulting from the services under the agreement provided by DEVI SANSTHAN.

10. GOVERNING LAW, JURISDICTION, AND DISPUTE RESOLUTION

10.1 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 Gurugram, Haryana.

11. GENERAL PROVISIONS

11.1 The DEVI SANSTHAN will be open to visits, monitoring and evaluation the project by Foundation. Monitoring visits will be done two times & audit will be conducted once a year or as per need.

11.2 The DEVI SANSTHAN will work with Foundation to promote and share learning's from the Project

11.3 DEVI SANSTHAN agrees to the involvement of Foundation personnel on the DEVI SANSTHAN related staff meetings, workshops, etc., if so required by Foundation.

11.4 The DEVI SANSTHAN hereby also grants permission to Foundation to shoot pictures/ videos of the Project during its visit to the Project sites. The said material will be the sole property of Foundation and it will be permitted to / or it has the right to use it for its different forms of communication collaterals in print, visual and cyber mediums for the purpose of creating awareness on social development. The material can be so shared with the DEVI SANSTHAN if they so wish.

M3M Foundation Gurgaon

12. MODIFICATIONS/AMENDMENTS

12.1 No modifications or amendment to this MoU and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by the parties.

13. PROPOSAL RELATED COMMUNICATION AND NOTICES

13.1 Any notice, demand or other communication to be made or in connection with this MoU shall be made in writing and, unless otherwise stated. Such notice, demand, request or other communication shall be deemed to have been duly given or made when it shall be (i) delivered personally; or (ii) sent by registered mail with acknowledgement due , postage prepaid or courier; or (iii) sent by email(provided that the email is followed up with a copy by any of the aforesaid modes)

13.2 The details of the parties for the purpose of serving any notices in relation to or pursuant to this MoU are given below:

M3M Foundation	**Address:** M3M Urbana Business Park, Tower A, 7th Floor, Golf Course Road Extension Sector 67, Gurgaon, Haryana 122002
DEVI Sansthan	**Address:** 10 Station Road, Lucknow, 226001, UP

Please indicate acceptance by countersigning and dating the duplicate copy of this letter.

With regards

M3M Foundation

M3M Foundation Gurgaon

ACCEPTANCE

Name of Organization:

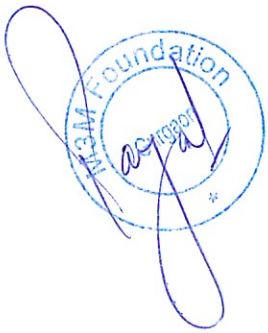
Authorized Signatory:

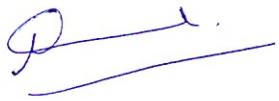
Date:

ANNEXURE A

Schedule and timelines*
***subject to approval by the government**

SL. No	Activity	Tentative Timeline
1	School Identification	15-20 July
2	Categorization of schools into reference and intervention	20-22 July
3	Teacher Training & Implementation	23-31 July;
4	Delivery of Materials	23 July
5	Classroom Implementation	July 2022 to March 2023
6	Classroom Observation	31 July-12 August, 12-16 October, 12-20 December
7	Townhall-1	13 August
8	Peer Sharing Event for Teachers	17 September
9	Baseline July Midline 1 September Midline 2 December Endline February	Dates to be finalized with the government
10	Preparation for NAS	February-March

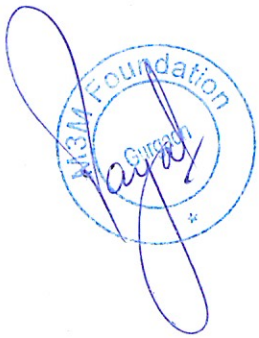


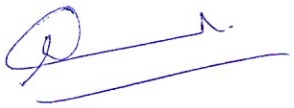


ANNEXURE B

Budget Overheads

Summary	Totals	Cost/ Child	% of TOTAL	Remarks
A: Training & Academic Support	1,91,150	127	13.2%	The cost includes the traveling an allowance or a trainer for classroom demonstration
B: Evaluation	1,01,700	68	7.0%	
C: Teaching Learning Materials	6,21,000	414	42.8%	
D: Project Staff	4,05,600	270	27.9%	
SUB-TOTAL	13,19,450	880		
F: Miscellaneous / Admin (10% of Total Program Cost)	1,31,945	88	9%	
TOTAL	**14,51,395**	**968**		
3rd Party Research & Reports	**0**			
GRAND TOTAL	**14,51,395**			





Detailed Budget

A:Training & Supervision	Number	Cost/ Unit	Duration (Months) / Count	Salary	Total
Training, Academic Support & Supervision	0.5		2	50,000	50,000
Training Manuals & App	12	100	1		1,150
Lunch, Tea & Coffee, Snacks, Water	50	200	2		20,000
Felicitation & Awards for Teachers & Principals	50	800	1		40,000
Travel To & Fro and Within District	1	5,000	4		20,000
Accommodation & Per Diem	1	2,000	30		60,000
Total					**1,91,150**

B: Evaluation	Count	Count / # Schools	Unit Cost	Total
Printing 3 Assessments (Pre-, Mid, Mid, Post: with 10% extra printing = Count *Number of assessments*unit cost)	1,650	3	4.0	19,800
Surveyor Pre-Test (2 surveyors per school for 3 days) @ Rs. 400 per surveyor per day * 3 times	18	10	400	72,000
Pragati App Count * No. of Subjects * Number of Assessments* Unit Cost)	1,650	6	1	9,900
Total				**1,01,700**

C: Global Dream Teaching Learning Materials	# Children		Unit Cost	Total
FLN Toolkits Language & Numeracy (1 Toolkit per child + 15% teacher copies) Cost includes shipping & handling	1,725	2	180	6,21,000
Total				**6,21,000**

D: Staff	# Staff	# Months / Visits	Per Month	Total
Central Manager	0.1	12	55,000	66,000
Field Managers	1	6	30,000	1,80,000
Field Coordinators (1 Coordinator / 50 Schools)	0	12	25,000	0
Travel & Other Costs (@5000 per month)	1.1	12	3,000	39,600
IT / Academic Staff	0	12	45,000	0
Office, Laptops, PC Tablets, Supplies, Mobile, Printers	1.0		60,000	60,000
Travel of Supervisory Staff from Headquarters, accommodation, etc.	1.00	4	15,000	60,000
Total				**4,05,600**

M3M Foundation
Gurugram