MEMORANDUM of UNDERSTANDING

This Memorandum of Understanding is being entered into and executed on this 18th day of February, 2023, in Lucknow, India and Panchkula by and between:

The National Independent Schools Alliance—NISA is a platform that brings together budget private schools from across the country (hereinafter referred to as the "NISA" 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**

NISA 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 an MoU for the duration of five years to implement the Global Dream ALfA FLN Program pan India.

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**

A3. The Second Party will be knowledge partner providing online training to teachers and NISA staff recognized by NISA, and give teaching and learning material to the order request raised though NISA for INR 180 per child in which the cost sharing will be done 1/3 for NISA and 2/3 for DEVI.

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B. ROLES AND RESPONSIBILITIES OF DEVI SANSTHAN

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

B2. DEVI SANSTHAN shall provide access to e-teaching learning material in English, Hindi or any local language in which the toolkits are replicated for both literacy and numeracy to the first party.

B3. DEVI SANSTHAN shall replicate the toolkits to any local language with the help of teachers and volunteers recognized by the First Party.

B4. DEVI SANSTHAN shall help the First Party in monitoring and sustainability of the program by physical monitoring and refresher training once a year.

B5. DEVI SANSTHAN shall provide online training of the Literacy Now App, its working and use where the student volunteers can use the App to make any illiterate learner capable of reading and writing and also for self-practice.

C. ROLES AND RESPONSIBILITIES OF NISA

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.

C3. First Party shall ensure maximum number of schools start following the ALfA pedagogy. First 45 days only through the ALfA toolkits and next 45 days with regular school books but following the ALfA pedagogy.

C4. First Party shall ensure the schools are well informed and a guidance letter is issued by the district authorities that first two periods (one for numeracy and one for literacy) of the school time should be devoted to ALfA for 45 days and no other method is engaged in

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.

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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 Lucknow, 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 NISA and DEVI Sansthan.

For NISA

Signature:

Name:

Designation:

Name of Organization: National Independent Schools Alliance

Date: 23 Feb 2023

For DEVI Sansthan

Signature:

Name: Sunita Gandhi

Designation: CEO

Name of Organization: DEVI Sansthan

Date: 24 Feb 2023

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