MEMORANDUM OF UNDERSTANDING

(hereinafter referred to as "the MoU")

between

DEVI SANSTHAN

and

UNDER PRIVILEGED ADVANCEMENT BY YOUTH

This Memorandum of Understanding (MoU) is entered and executed on 12th day of April 2023, in Lucknow, India, by and between:

DEVI Sansthan (Dignity, Education, Vision International), a registered charitable society, with registration no. 250/1992-93, Lucknow, Uttar Pradesh, India implementing the Global Dream **Foundational Literacy and Numeracy (FLN)** Program whose expression shall unless excluded by or repugnant to the context be deemed to include its successors & assigns of the **FIRST PARTY**.

AND

UPAY NGO, with registration no. 2011/0046244 which expression shall unless excluded by or repugnant to the context herein be deemed to include its successors & permitted assigns of the **SECOND PARTY;**

The First Party and the Second Party are collectively referred to as "parties" and individually as a "party."

STATEMENT OF PURPOSE

1. Both parties have agreed to enter into a non-financial MoU for a period of 2 years to implement the ONE STAR SCHOOL Program to enhance the FLN skills of 2000 children studying in 44 centres of UPAY.
2. The program will be implemented in the following locations:

One Star School Program			
Location	No of Units Volunteers	No of Beneficiaries covered	Language
Nagpur	**6**	**68**	**English/Hindi**
Mouda	**12**	**120**	**English/Hindi**
Pune	**7**	**30**	**English/Hindi**
Delhi	**8**	**55**	**English/Hindi**
Gurugram	**4**	**55**	**English/Hindi**
Gadarwara	**6**	**55**	**English/Hindi**
Kolkata	**9**	**21**	**English/Hindi**
Bangalore	**7**	**80**	**English/Hindi**

3. The program will be implemented for 45 instructional days by the Second Party during which first period of the day will be allocated for teaching and learning using the Global Dream toolkits which will be provided online by the First Party through ALfA pedagogy. First Party will be knowledge partners.

4. A pre and post test will be conducted for the learners identified by Second Party. Data will be collected and analyzed for evaluating the impact of the project on the FLN skills of learners.

RESPONSIBILITIES OF FIRST PARTY (DEVI SANSTHAN)

1. Provide free access to online Global Dream toolkits to the Second Party.
2. Conduct an online orientation for the staff and volunteers identified by the Second Party on project planning and implementation including pre and post-test, usage of Global Dream FLN toolkits and implementation of pedagogy.
3. Provide feedback to the Second Party in the duration of project implementation.

RESPONSIBILITIES OF SECOND PARTY (UPAY NGO)

1. Shall not modify, re-purpose or adapt any part of the FLN Toolkit, and also shall not share the digital PDF file of the Global Dream toolkit with any other individual or organization outside the Second Party or make it publicly available on any online or offline platform.
2. Organize orientation for its staff and instructors on project implementation.
3. Ensure the project is implemented for 45 instructional days for the Intervention Group during which one daily period will be allocated for teaching and learning using Global Dream FLN toolkits and pedagogy.
4. Conduct pre and post tests of the learners, collect and collate data, share with the First Party, and

analyze data in consultation with the First Party.

5. Collect evidence like pictures and videos of instructors and learners during project implementation and also share with the First Party.

TERMINATION

1. This MoU shall automatically terminate on the expiry of the term.

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.

INTELLECTUAL PROPERTY RIGHTS

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

GOVERNING LAW, JURISDICTION, AND DISPUTE RESOLUTION

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 Lucknow, Uttar Pradesh, India

2. Use of logo The parties give permission to each other to use the logos of UPAY and DEVI Sansthan on the websites and social media belonging to each of them with the only purpose to promote the cooperation between the parties and rise universal literacy

Both the parties agree to work sincerely and diligently towards implementing the terms of this MoU. The document signed by both the parties constitutes the entire binding understanding between.

FOR Second Party (UPAY NGO)

Signature:

Name: VARUN SRIVASTAVA
Designation: Founder and President
Name of Organization: UPAY NGO
City, State: Nagpur, Maharashtra, India

FOR First Party (DEVI Sansthan)

Signature:

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