

MEMORANDUM OF UNDERSTANDING

This quadripartite Memorandum of Understanding (hereinafter referred to as "MOU") is entered into at Bhopal on the.....^{20th}..... day of the month of ...^{April}..... in the year 2023 (hereinafter referred to as "Effective Date").

BY AND AMONGST

Directorate of Public Instruction, School Education Department, Government of Madhya Pradesh (hereinafter referred to as "DPI"), having its head office at Gautam Nagar, Sector B, Bhopal, Madhya Pradesh 462023, which expression shall, unless repugnant to the context or meaning thereof, include its executors, administrators and permitted assignees of the FIRST PART

AND

Udhyam Learning Foundation, a Not for Profit Company registered under section 8 of Companies Act, 2013 (hereinafter referred to as "Foundation") and having its registered office House No.2B, Apartment, Garden Homes, Aga Abbas Ali Rd, Halasuru, Hanumanthappa Layout, Sivanchetti Gardens, Post, Karnataka 560042, which expression shall unless repugnant to the context or meaning thereof, include its successors and assigns of the SECOND PART

AND

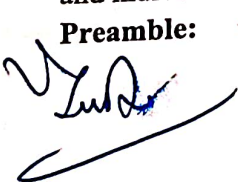
Madhya Pradesh State Open School Education Board, School Education Department, Government of Madhya Pradesh (hereinafter referred to as "Board"), having its registered office at Madhyamik Siksha Mandal Campus, Shivaji Nagar, Bhopal, Madhya Pradesh - 462011, which expression shall, unless repugnant to the context or meaning thereof, include its executors, administrators and permitted assignees of the THIRD PART

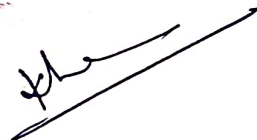
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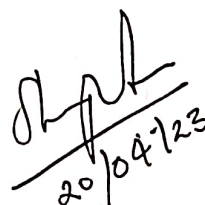
The Education Alliance, a Not-for-Profit Company registered under section 8 of Companies Act, 2013 (hereinafter referred to as "TEA") registered as the Network for Quality Education having its registered address at 15, Golf Links, New Delhi - 110003, which expression shall unless repugnant to the context or meaning thereof, include its successors and assigns of the FOURTH PART

DPI, Foundation, Board and TEA is hereinafter also referred to collectively as the "Parties" and individually as the "Party"

Preamble:






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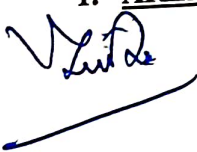

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WHEREAS

- A. DPI focuses on the upliftment of school education of nearly a crore of school children studying in Classes 1 to 12 in the State of Madhya Pradesh. The objective is to equip children with specified knowledge, skills and values in accordance with the National Education Policy enabling them to become good human beings and productive, socially responsible citizens.
- B. The Board regulates and supervises the system of intermediate education in Madhya Pradesh State. It executes and governs various activities that include devising of courses of study, prescribing syllabus & conducting examinations. It also provides direction, support and leadership for all educational institutions under its jurisdiction.
- C. **The Foundation** is a Not-for-Profit Company registered under Section 8 of Companies Act, 2013 that aims to co-create social interventions that build entrepreneurial mindsets in people, so they have the intrinsic abilities to respond to the unpredictable challenges of the future. It works with youth learners (14-25 years) in schools, ITIs and colleges facilitating entrepreneurial mindsets required to succeed in the 21st century. These mindsets are critical for the youth in a world where change is accelerating and can enable students to “learn to learn”, build confidence, create new things, adapt, succeed and achieve their potential. It is involved in the design and implementation of programs for developing entrepreneurial mindsets, at various levels - offering programs to learners directly or partnering with government bodies, in 8 different states. **TEA is a non-profit organization dedicated to promoting high-quality education in the public school system through strategic partnerships, with an aim to ensure that every child in India has equitable access to quality education** It is involved in setting up Project Management Unit (PMU) to support the State education departments to partner more strategically with non-state actors. Through these partnerships, it work towards designing and delivering programs that build governments’ own capacities to sustain initiatives, post the exit of external partners.D. In August 2022, the Government of Madhya Pradesh, with the goal of strengthening the Government School Education ecosystem, by ensuring holistic student development through experiential learning and creating business and innovation mindsets in students, engaged with **Udhyam Learning Foundation** for their support in developing Entrepreneurship as a curriculum subject in schools and has decided to enter into an MOU with the party.

NOW THIS MOU IS HEREBY AGREED BY AND AMONG THE PARTIES HERETO AS FOLLOWS:

1. AREAS OF MUTUAL COOPERATION






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- 1.1. Foundation and TEA are engaged by the DPI as partners for introducing Entrepreneurship as a Curriculum subject as per the tasks mentioned in the scope of work of this MOU on the terms and conditions as set out hereunder.
- 1.2. The Board will provide funds as per the approved budget at Annexure 1 for the program design and implementation by the DPI supported by Foundation and TEA in accordance with the terms provided herein.

2. TERM AND TERMINATION


- 2.1. This MOU is for the period commencing on the effective date and terminates after the completion of three years unless terminated earlier by either party in accordance with the terms provided herein.
- 2.2. The term of this MOU shall thereafter be renewable upon review of the MoU operation and upon such terms and conditions as may be mutually agreed to by parties in writing. The MoU shall be reviewed one month before the end of contract date or at a time mutually agreed by Parties for such possible renewal.
- 2.3. Any of the Party may terminate the MoU by giving three months' notice to the remaining parties.
- 2.4. Notwithstanding anything contained in this MoU, the Board cannot terminate this MoU except in case of withdrawal of program approval or non-availability of funds earmarked for the program for any reason, administrative or otherwise.
- 2.5. On termination of this MoU, Foundation and TEA shall handover all property created or retained exclusively for this program or owned or provided by the other Parties to DPI (e.g. content, technology, software, documentation, etc.).

3. SCOPE OF WORK


3.1. Entrepreneurship Education would be through two key interventions:

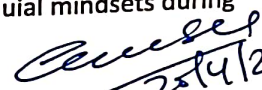
- a) **Entrepreneurship Mindset Curriculum** as a curriculum subject proposed for students of Grade 9 will enable learners to build confidence in their business ideas, and develop their 21st Century Skills (in line with the NEP, 2020). The program shall be introduced in all government schools of Bhopal and Indore having grade 9 students.
- b) **Societal and Business Innovation Challenge** proposed for the students of Grade 11 will enable learners to use a technological bend to solve societal issues and facilitate grass root development, aided through an innovation grant. In this program, students form teams, come up with innovative scientific and business ideas to resolve social issues. The program shall be introduced in all government higher secondary schools of Bhopal and Indore.

All Grade 11 students will receive inputs around building entrepreneurial mindsets during the Pre-Grant stage.






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3.2. Subject to availability of funds and DPI's approval on program design, the scope of work for the Foundation broadly encompasses the following objectives:

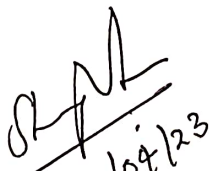
- **Curriculum Development:** Create content (stories/case studies of entrepreneurial journeys, experiential activities and real life projects that enable them to take charge of their career path). Pilot the various modules, components and projects of the curriculum in a smaller number of schools and refine them based on the pilot experience. The curriculum should raise the aspirations of students and build qualities and abilities of Entrepreneurship such as dreaming big, identifying opportunities, planning and execution, bouncing back from failures, perseverance. The curriculum should provide students with opportunities to explore a wide range of career paths through interactions and interviews with a variety of professionals, successful start-ups and business owners.
- **Teacher Training:** Provide in-person and online training, by creating training design, facilitating training, bringing in external resource persons and experts, and providing other support as required.
- **Monitoring & Evaluation:** Develop tools and collect feedback from schools through classroom observations, interactions with students and teachers. Engage third parties to assess aspects of the Program (except for the pilot year of the program). Modify the curriculum based on data collected from tools, observations, interactions, assessments and recommendations, as decided by DPI.
- **Technology:** Develop technology-enabled tools and interventions for achieving the objectives of the curriculum - inspire students, equip them with Growth Mindset and enable them to take charge of their career path. Create and use technological tools to assist in teacher training, research, monitoring & evaluation. Use technological tools and social media platforms for effective communication with teachers and students.

3.3. Subject to availability of funds and DPI's approval on program design, TEA will provide support to the Foundation with 8 dedicated resources (2- in Indore and 2- in Bhopal), who will manage & monitor 15-20 schools each and work on the following components:

- **Monitoring & Evaluation:**
 - Define, support and monitor overarching timelines and targets.
 - Support in-classroom monitoring & evaluation through periodic classroom visits facilitating data collection.
 - Work with District-level Officers and school-level Teachers & Principals in the implementation of the Program.
- **Feedback system:**
 - Provide handholding at the district-level and school level for implementation of the program as needed.






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- Address gaps & bottlenecks in teaching-learning and implementation of the curriculum; assess progress and highlight and work with The Partner in highlighting issues and resolving them.
- Assistance in access to state-level data and assistance in administrative coordination.

4. NON EXCLUSIVITY AND ASSIGNMENT

4.1. Nothing in this MoU restricts DPI from collaborating or entering into any agreement with any third party relating to matters within the scope of this MoU or any other matter. However, for any matter within scope of this MoU, Foundation and TEA can engage/enter into agreement with or assign its rights/obligation to a third party only after the prior written consent of DPI.

5. EXPENSES

5.1. DPI or the Board will not be making any financial payments to the Foundation, TEA or any other party assigned obligations for the work undertaken in pursuance of this MoU.

6. ROLES and RESPONSIBILITIES

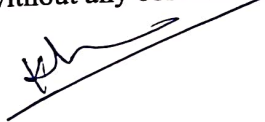
6.1. For DPI

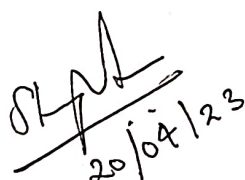
- Leading all the areas listed in the Scope of Work section, in collaboration with the Foundation :-
 - a. Curriculum Design vetting
 - b. Teacher Training
 - c. Support in Monitoring & Evaluation
- Identifying Master Trainers/teachers/educators who will undergo the teacher trainings thus enabling them to effectively carry out Program
- Printing of the teacher's manuals for training courses and activities conducted in Government Schools.
- Training of teachers and capacity building of team members.
- Overseeing disbursement of Innovation Grant of upto Rs. 2000 per student for Societal and Business Innovation Challenge or Science, Social and Business Innovation Challenge and other funds for Entrepreneurship Mindset Program.
- Inviting the Foundation and TEA to participate/ observe in significant meetings related to teacher training, policy meetings on entrepreneurial education reforms, etc.
- Officially acknowledging the contribution of Parties in Entrepreneurship Program and give due credit.

6.2. For The Foundation

- The Foundation will work in the following areas (as detailed in the Scope of Work section) without any cost reimbursement from DPI:-






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- a. Curriculum Designing
 - b. Teacher Training
 - c. Monitoring & Evaluation
 - d. Technology
- Dpi will support in the above areas.

6.3. The Foundation will appoint dedicated resources (either in-person or remotely) to participate in the project, without any cost to DPI. With prior consent of DPI, Foundation shall assign and designate one Project Head at the State level who shall have the principle responsibility for overseeing and managing the performance of all project related obligations as per the scope delineated including without limitation expected timeline of deliverables with outcomes and transfer of information/deliverables to parties. The Foundation shall also designate district level/subject matter level resource persons for the successful delivery of the project.

- The Foundation will lead the on-ground management and monitoring at district and school level through TEA or any other partners on-boarded in accordance with this MoU.

6.4. For The Board

T the Board will fund the programme in order to achieve intended goals broadly under the given heads :


- **Innovation Grant:** Provide Innovation Grant of up to Rs. 2000 per student for students for Science and Social Innovation Challenge. Students will work in teams, brainstorm, and identify social challenges or business opportunities, prepare budget & plan, and execute their plan.
- **Training:** Funds to provide in-person and online training by creating training design, facilitating training, bringing in external resource persons and experts, and providing other support as required for all schools covered by the programme.
- **Technology:** Funds for developing and using technological tools and interventions for implementation, training and monitoring under the programme
- **Administrative costs:** Funds related to setting up of PMU, orientation of district officials etc.


7. AMENDMENTS OR MODIFICATIONS

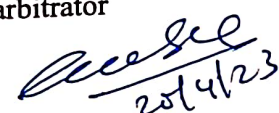
7.1. This MOU may be modified at any time by mutual agreement in writing and signed by duly authorized representatives of the Parties. Modification or amendment in any other form are void.

8. DISPUTE RESOLUTION

8.1. Any difference or dispute between or amongst Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Memorandum of Understanding ("dispute") shall be settled amicably through mutual consultation or negotiations. Commissioner, DPI shall be the sole arbitrator for resolution.




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9. LIMITATION OF LIABILITY AND INDEMNITY

9.1. The parties are entering into this MOU in good faith and intentions. Neither party shall make a claim against, or be liable to, the other party or its affiliates or agents for any damages, including (without limitation) lost profits for continuation or abandonment of negotiations. Neither party will be responsible for any liabilities arising out of death, injury or any legal action in respect of field staff, trainees or any other persons associated with the operationalization of this MOU.

9.2. Foundation and TEA shall not be liable for any error of judgment or for any loss arising out of any act or omission taken with respect to the scope of work, except for willful misfeasance, bad faith or gross negligence in the performance of its duties, or by reason of reckless disregard of its obligations and duties hereunder and except to the extent otherwise provided by law.

9.3. Each Party shall indemnify and hold harmless each other from any third party claims and losses arising in connection with this MoU to extent that such claims or losses are attributable to or arise from the MoU action or omissions of its own employees or agents.

10. FORCE MAJEURE.

10.1. Neither party shall be liable for any failure to perform its obligations under this Agreement if prevented from doing so by a cause or causes beyond its control. Without limiting the generality of the foregoing, such causes include acts of god, or the public enemy, fires, floods, storms, earthquakes, riots, strikes, lockouts, acts of terrorism, wars or war operations, epidemic or pandemic, restraints of government or other cause or causes which could not with reasonable diligence be controlled or prevented by such party.

10.2. Any change in policy/scheme of the Government of Madhya Pradesh affecting availability of funds and approval for the services needed from the Supplier will be qualified as force majeure event. DPI or Board shall not be liable for any damages for termination of contract as a result of this event.


11. OTHER COVENANTS

11.1. Usage of Logo and Publicity: The use of the name, logo and/ or official emblem of The Party and DPI on any publication, document and/or paper is allowed only, after seeking explicit permission in writing by either party.

11.2. Binding Provisions: Save as expressly provided herein, the MOU does not create any other legal obligations. Consequently, neither Party may assert any claim for damages or injury arising from this MoU or reliance on any of the provisions of this MoU. The Parties agree that Clauses 2, 4, 5, 7, 8 and 9 are binding and enforceable against the parties.




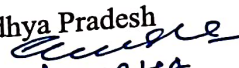
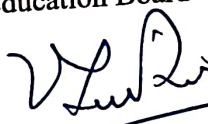
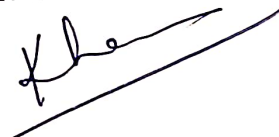



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- 11.3. This MOU does not prohibit Parties to advertise/share the services mentioned in this MOU by way of Printed communication material like brochures and reports; Social Media like Facebook, Twitter, Instagram; Websites and other Media Platforms.
- 11.4. This MOU does not give authority to Foundation and TEA to either represent or express opinion or decision, on behalf of the DPI and vice versa.
- 11.5. The Foundation and TEA shall give prior information to DPI before making reference of this MOU in any other MOU to be signed by them with an entity other than DPI
- 11.6. This MOU does not prohibit Foundation and TEA from entering into any new agreement with a new entity(ies)/ Government agency(ies)/ State Education Board(s) regarding the areas mentioned in this MoU.
- 11.7. Relationship of Parties: Nothing in this MoU is intended to to establish or create a partnership, joint venture, agency or any other fiduciary relationship between the parties and neither of them has any authority to bind the other in any way.
- 11.8. Notices. Communications of a routine nature may be transacted by email. Communications of a non-routine nature shall be given in writing and transmitted by registered post acknowledgement due (RPAD) addressed to the address specified by the parties in this MoU and marked to the attention of the signatories to this MoU.
- 11.9. Survival. Provisions which by their nature are intended to survive the expiry of this MoU shall so survive

In witness, whereof the parties hereunto have set their respective hands and seals on day, month and year first herein before mentioned:

Read, agreed and accepted	Read, agreed and accepted	Read, agreed and accepted	Read, agreed and accepted
For Udhyan Learning Foundation  Name <i>Shyam Sanyal</i> Title <i>Leader Udhyan Shiksha</i>	For Directorate of Public Instruction, School Education Department, Government of Madhya Pradesh  Name <i>ANUBHA SHRI VASTAVA</i> Title <i>CPI</i> Date <i>20.4.23</i>	For Madhya Pradesh State Open School Education Board  Name <i>PRABHAT RAJ TIWARI</i> Title Date <i>20/4/23</i>	For The Education Alliance  Name <i>KANCHAN LALL</i> Title <i>DIRECTOR</i> Date <i>20/4/23</i>

Director
 M.P. State Open School Education Board
 Bhopal

Date	Place	Place	Place
Place			

In Presence of the Following:

Witness 1

M
Moushe Sarkar
APD SSA

Witness 2

[Signature]
20/04/23
R. S. TOMAR

Add. Dir (Samagra)
Bhopal
CPI office.

[Signature]

[Signature]
20/04/23

[Signature]
20/4/23

Annexure 1

Budget Table for Seed Money Program

A	Trainings + Co-Creation with Resource Person	Unit	Unit cost	Number of days	Total
	Accomodation	10	₹ 1,500	10	₹ 1,50,000
	Lunch	10	₹ 500	10	₹ 50,000
	Travel Allowance	10	₹ 1,500	2	₹ 30,000
	Training Resource	10	₹ 500	10	₹ 50,000
					₹ 2,80,000
B	Training of master trainers	Units	Unit cost	Number of days	
	Accomodaton	13	₹ 1,000	2	₹ 26,000
	Food	13	₹ 400	2	₹ 10,400
	Travel Allowance	13	₹ 1,000	1	₹ 13,000
	Training resource (Teacher Manual + Stationery)	13	₹ 500	1	₹ 6,500
					₹ 55,900
C	Training of Teachers				
	Lunch	379	₹ 250	2	₹ 1,89,500
	Travelling Allowance	379	₹ 500	2	₹ 3,79,000
	Training resource (Teacher Manual + Stationery)	379	₹ 500	1	₹ 1,89,500
					₹ 7,58,000
D	Student Material				
	Student Handbook	50	24000	1	₹ 1200000
E	Technology				
	Dashboard tool for monitoring				₹ 5,00,000
F	Events				
	Program Launch and Program Showcase	2	250000	1	₹ 500000
G	Administrative Expenses (Setting up of PMU, Orientation of District officials etc)				₹ 2,00,000
H	Seed Money for Students	11369	₹ 2,000	1	₹ 2,27,38,000
Grand Total					₹ 2,62,31,900

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Budget table for Entrepreneurship Mindset Curriculum

A	Trainings + Co-Creation with Resource Person	Unit	Unit cost	Number of days	Total
	Accomodation	15	₹ 1,500	10	₹ 2,25,000
	Lunch	15	₹ 500	10	₹ 75,000
	Travel Allowance	15	₹ 1,500	2	₹ 45,000
	Training Resource	15	₹ 500	10	₹ 75,000
					₹ 4,20,000
B	Training of master trainers	Units	Unit cost	Number of days	Total
	Accomodaton	15	₹ 1,000	5	₹ 75,000
	Food	15	₹ 400	5	₹ 30,000
	Travel Allowance	15	₹ 1,000	1	₹ 15,000
	Training resource (Teacher Manual + Stationery)	15	₹ 500	1	₹ 7,500
					₹ 1,27,500
C	Training of Teachers				
	Lunch	900	₹ 250	5	₹ 11,25,000
	Travelling Allowance	900	₹ 500	5	₹ 22,50,000
	Training resource (Teacher Manual + Stationery)	900	₹ 500	1	₹ 4,50,000
					₹ 38,25,000
D	Technology				
	Dashboard tool for monitoring				₹ 5,00,000
E	Administrative Expenses (Setting up of PMU, Orientation of District officials etc)				
					₹ 2,00,000
					₹ 50,72,500
Grand Total					

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