

MEMORANDUM OF UNDERSTANDING

BETWEEN,

NATIONAL INSTITUTE FOR THE EMPOWERMENT OF PERSONS WITH VISUAL DISABILITIES (DIVYANGJAN) an autonomous body under the administrative control of Department of Empowerment of Persons with Disabilities (Divyangjan), Ministry of Social Justice & Empowerment, Government of India, having its registered Office at 116, Rajpur Road, Dehradun, Uttarakhand, hereinafter referred to as “**NIEPVD**”, which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its administrators, successors or assignees, of the **FIRST PART**;

AND

PERKINS SCHOOL FOR BLIND INDIA FOUNDATION, a Section 8 company incorporated under the Companies Act, 2013, having its corporate identity number: U74999MH2017NPL330337 and registered office situated at 124-127, Rustom Alpaiwalla Complex, Cotton Depot, Cotton Green, near Reay Road Railway Station (East) Mumbai, Mumbai City, MH-400033, IN (hereinafter referred to as “**Perkins India**” which expression shall, unless repugnant to the context thereof, include its successors and assigns), of the **OTHER PART**.

The expressions “**NIEPVD**” and “**Perkins India**” are hereinafter individually referred to as “**Party**” and collectively as “**Parties**”.

WHEREAS:

- A. **The ‘NIEPVD’** is a society registered under provisions of the Societies Registration Act, 1860 and is an autonomous body governed by its Executive Council. For the purpose of its management and administration, it has its own bye laws, rules and regulations which are duly approved by the Department of Empowerment of Persons with Disabilities (Divyangjan), Ministry of Social Justice & Empowerment, Government of India and is functioning for the education, training, rehabilitation & empowerment of persons with visual impairment under the administrative control of DEPwD, MSJ&E, Government of India.
- B. The ‘Perkins India’ is engaged in providing technical expertise to support teachers, schools, and NGOs to address the needs of children with multiple disabilities and impaired vision.
- C. The NIEPVD and Perkins India have agreed in principle to, amongst others, collaborate on serving children and youth with disabilities.
- D. In light of the same, the Parties wish to reduce the terms and conditions of their relationship, by entering into this MoU.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES, REPRESENTATIONS, AND WARRANTIES, THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS AND ARE TO BE BOUND THEREBY:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

The following terms shall have the corresponding meanings as ascribed to them below:

- 1.1.1 **“Affiliate”** means in relation to, (a) a Person other than an individual, any entity controlled, directly or indirectly, by that Person, any entity that controls, directly or indirectly, that Person, or any entity under common control with that Person, or any Person holding 20% (twenty percent) voting interest in that Person; and in case of partnerships or proprietorship, includes its members, partners and Connected Persons of its partners and members; and (b) about an individual, his/her Connected Persons;
- 1.1.2 **“Applicable Law(s)”** shall mean any statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, judgment, order, decree, bye-law, clearance from any Government Authority, directive, guideline, requirement, or other governmental restriction, or any similar form of a decision of, or determination by, or any interpretation, policy or administration of any of the foregoing having the force of law, by any Government Authority having jurisdiction over the matter in question;
- 1.1.3 **“Connected Persons”** means in relation to any Person, being an individual, (i) his/her relatives, including spouse, parents-children, siblings, sibling’s spouses, and their children; (ii) any entity other than a company, including a sole proprietorship, partnership, limited liability partnership, trust, or society, in which such Person or any of its relatives are, a member, partner, or where such Person or his/her relative’s control, directly or indirectly, such entity, or in which such Person or his/her relatives are in common control, with other Persons; (iii) a company that is controlled, directly or indirectly, by that Person or its Connected Persons, or any entity under common control with that Person and his/her Connected Persons;
- 1.1.4 **“Government Authority”** shall mean any government department, commission, board, bureau, agency, regulatory authority, instrumentality, court, tribunal, or other judicial, quasi-judicial, or administrative body, central, state, provincial, or local authority, and /or any other lawful authority having jurisdiction over the matter or matters in question;
- 1.1.5 **“Intellectual Property Rights”** includes patents, rights to inventions, copyright and neighbouring and related rights (including adaptations and abridgment), moral rights, trademarks and service marks, business names and domain names, goodwill, and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world; and
- 1.1.6 **“Persons”** means any natural Person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu Undivided Family, trust, union, association, government, or any agency or political subdivision thereof, or any other entity that may be treated as a Person under Applicable Law.

1.2 Interpretation

In this Agreement, unless the context otherwise requires:

- 1.2.1 the headings to Clauses are inserted for convenience only and shall not affect the interpretation or construction of this Agreement;
- 1.2.2 references to any statute or statutory provision shall include, (a) any subordinate legislation made under it, (b) any provision which it has modified or re-enacted (whether with or without modification), and (c) any provision which subsequently supersedes it or re-enacts it (whether with or without modification);
- 1.2.3 references to any Applicable Laws shall include any omissions in connection therewith and vice versa;
- 1.2.4 words imparting the singular shall include the plural and vice versa. Words imparting a gender include every gender and references to Persons include an individual, company, corporation, firm, or partnership; and
- 1.2.5 each term defined elsewhere in this MoU and not otherwise defined under Clause 1.1 hereinabove shall have the meaning assigned to such term in the MoU or under the Act, as the case may be.

2. OBJECT

The object of this MoU comes from the desire and responsibility of the Parties to equip a 'Cross Disability Early Intervention Centre' at Dehradun, Uttarakhand for inclusive education of children with disabilities (hereinafter referred to as "Project"). The Parties may extend the object of this MoU to other regions (s) of the country after mutual consideration.

3. SCOPE OF WORK

- 3.1 Subject to the terms and conditions of this MoU, the Parties shall collaborate in the manner and shall perform their respective responsibilities, in accordance with the Statement of Work ("SoW") detailed in **Exhibit A** of this Agreement.
- 3.2 The 'SoW' may be updated from time to time to add or remove any of the responsibility of any Party or to modify the terms upon a written MoU signed by both Parties. In the event of a conflict between the terms of this SoW and the MoU, the terms of the MoU shall prevail.
- 3.3 **The 'NIEPVD'** will implement the Project and Perkins India will provide expertise in the Project as a knowledge partner in various areas of the Project, including identification and implementation of the Project, capacity building, training and mentoring, knowledge partnership, and ongoing monitoring and support.
- 3.4 The Parties acknowledge that any deadlines set forth in the SoW are important, and the Parties will make due and reasonable efforts to meet such deadlines.

4. CONSIDERATION

THIS IS A NON-FINANCIAL MOU. BOTH PARTIES HAVE AGREED THAT THERE WILL BE NO FINANCIAL CONSIDERATION UNDER THIS MOU AND THAT THE SAID PROJECT SHALL ONLY BE DONE FOR CHARITABLE/NON-COMMERCIAL PURPOSES TO IMPROVE THE EDUCATION FOR DISABLED CHILDREN.

5. DUTIES OF THE PARTIES

For the purpose of achieving the object and the SoW detailed in **Exhibit A** of this MoU, each Party hereby agrees to:

- 5.1 provide the other Party with continuous and unhindered deliverables with respect to the object, during the Term of this MoU in an efficient, professional, and timely manner;
- 5.2 devote productive time and energy as per the requirements for performing the obligations under this MoU;
- 5.3 keep the other Party updated on any change in its contact details and the contact details of the team as may be assigned under this MoU;
- 5.4 ensure that it shall not use any improper or unlawful means while performing this MoU;
- 5.5 engage only personnel who are well-qualified, have requisite expertise and skills in providing unhindered assistance and expertise to the other; and
- 5.6 comply and do all such acts and things as may be mutually agreed between the Parties from time to time as considered necessary to further the spirit and objects of this MoU.

6. REPRESENTATIONS AND WARRANTIES

Each Party represents to the other Party hereto that:

- 6.1 such Party has the full power and authority to enter into, execute, and deliver this MoU and to perform the transactions contemplated hereby;
- 6.2 this MoU constitutes the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms;
- 6.3 the execution, delivery, and performance of this MoU by such Party and the consummation of the transactions contemplated hereby will not:
 - 6.3.1 violate any provision of the organisational or governance documents of such Party;
 - 6.3.2 requires such Party to obtain any consent, approval, or action of, or make any filing with or give any notice to, any governmental authority in such Party's country or any other

Person pursuant to any instrument, contract, or other agreement to which such Party is a party or by which such Party is bound, other than any such consent, approval, action or filing that has already duly obtained or made;

- 6.3.3 conflict with or result in any material breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both constitute) a default under, any instrument, contract, or other agreement to which such Party is a party or by which such Party is bound; and
- 6.3.4 violate any order, judgment, or decree against, or binding upon, such Party or upon its respective securities, properties, or businesses.

7. INDEPENDENT RELATIONSHIP

Each Party's relationship with the other Party is that of an independent party and nothing in this MoU is intended to or should be construed to create a partnership, agency, joint venture, or employment relationship between the Parties or any of its representatives, successors, and permitted assigns. No Party is authorized to make any representation, contract, or commitment on behalf of the other Party. No Party will be entitled to any of the benefits that the other Party may make available to its employees. Each Party is solely responsible for and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any tax authority as per the Applicable Laws. Each Party is solely responsible for and must maintain adequate records of expenses incurred while recruiting manpower under this Agreement.

8. INDEMNIFICATION

- 8.1 Each Party ("**Indemnifying Party**") shall indemnify, defend and hold harmless the other Parties, their Affiliates directors, officers, representatives, employees, and agents (collectively, the "**Indemnified Persons**") from and against any and all losses, damages, costs, expenses and/or claims asserted against or incurred by the Indemnified Persons, as a result of, arising from, or in connection with or relating to any matter inconsistent with, or any breach or inaccuracy of any representation, warranty, covenant or agreement made by the Indemnifying Party or failure of the Indemnifying Party to perform (whether in whole or part) any obligation required to be performed pursuant to this MoU.
- 8.2 The indemnification rights of the Indemnified Persons under this MoU are independent and in addition to other rights and remedies available under Law or equity.

9. LIMITATION OF LIABILITY

- 9.1 Notwithstanding anything to the contrary, the liability of the Parties for all claims under or pertaining to this MoU, including all Schedules (regardless of the form of claim or cause of action giving rise to such liability, whether in contract, infringement, negligence, strict liability, vicarious liability, tort, damages or otherwise) shall be borne by the Party responsible for such damages.

- 9.2 Neither Party shall be liable to the other (or to any Person claiming rights derived from the other Party's rights) or to any third party, in contract, tort, or otherwise, for any (i) special, indirect, remote, punitive, consequential or incidental damages of any kind; and (ii) any lost profits, revenue or business opportunity, damage to, or loss of, reputation or any records or data due to any cause whatsoever; even if such Party has been advised of the possibility of such damages.

10. CONFIDENTIALITY

- 10.1 The Parties hereby agree to keep confidential and not disclose to any third Person nor utilize for any purpose other than as contemplated under this MoU, any and all Confidential Information that they have received or may receive on account of entering into this MoU and the arrangement contemplated herein. Each Party hereto agrees to safeguard all Confidential Information that is in the possession of such Party whether received from the other Party or not, against disclosure to any other Persons, and shall exercise at least the same degree of care with respect to such Confidential Information as that Party exercises with respect to its own Confidential Information which it does not want to be disclosed.
- 10.2 For the purpose of this MoU, the term 'Confidential Information' shall include, without limitation, technical data, trade secrets, or know-how (including, without limitation, research, products, product plans, product literature, specifications, services, markets, works of original authorship, photographs, videos negatives, digital images, software, computer programs, ideas, inventions (whether patentable), processes, formula, technology, designs, drawings, engineering, hardware configuration information, production methods, projections, budgets, marketing or finance documents, operational, business, commercial, regulatory, marketing, sales, promotional and artistic information, brochures, quality control and testing methods, and other technical, customer and product development plans, forecasts, strategies, and information) whether or not designated as 'Confidential', 'Proprietary' or some similar designation at the time of disclosure. Confidential Information may also include techniques, models, prototypes, and descriptions relating thereto, model names, samples, records, reports, pricing, analyses, compilations, compositions, studies, notes, listings, Intellectual Property Rights, discoveries, employee files, or other employee information, personally identifiable information, customer lists, and other customer information - whether relating to past, present or prospective customers, existence of, and the terms of this MoU and agreements with suppliers, customers and other third parties, or any other information in relation to the opportunity and/or information of a third party that is in Party's possession and is disclosed to other Party under this MoU ("**Confidential Information**"). Information communicated orally shall be considered Confidential Information if such information is confirmed in writing as being Confidential Information within a reasonable time after the initial disclosure. Confidential Information may also include information disclosed to a disclosing Party by third parties.
- 10.3 The Parties agree and acknowledge that nothing contained in this Clause 10 (*Confidentiality*) shall apply to any Confidential Information which –
- 10.3.1 is or becomes a part of the public domain through no fault of the receiving Party;
- 10.3.2 was in the receiving Party's lawful possession prior to the disclosure under this Agreement;

10.3.3 is lawfully disclosed to the receiving Party by a third party without restriction on disclosure or any breach of confidence;

10.3.4 is independently developed by the receiving Party; or

10.3.5 is required to be disclosed under Applicable Law.

Provided that in the event either of the Parties is legally compelled to disclose Confidential Information which is procured/ communicated to under this MoU by order of a governmental agency, legislative body, or court of competent jurisdiction, the Party requested to make such disclosure shall prompt a written notice of such disclosure describing the full circumstances of the required disclosure of the Confidential Information that must be disclosed to the other Party and use all reasonable efforts to limit the disclosure and maintain the confidentiality of such Confidential Information to the extent possible. Each Party agrees to hold the other's Confidential Information in confidence, and not to use or disclose such Confidential Information other than in connection with performance of obligations hereunder.

- 10.4 Each Party shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, the recipient Party shall take at least those measures it employs to protect its own most highly Confidential Information. The recipient Party shall not make any copies of the Confidential Information unless the same are previously approved in writing by the other Party. The Party shall immediately notify the other Party of any unauthorized use or disclosure, or suspected unauthorized use or disclosure, of Confidential Information.
- 10.5 The Parties shall comply with all statutory laws/rules/legislations related to data protection including but not limited to the Information Technology Act, 2000 and Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, and Digital Personal Data Protection Act, 2023. Both Parties undertake that they shall maintain the confidentiality of personal data of individuals/children and shall use the data, shared or accessed, only for the purpose of evaluation and assessment of the Project for it is shared and not for any other purpose whatsoever. Further, the personally identified data of individuals (if any) shall be erased/destroyed or returned to the disclosing Party (as the case may be) after the completion of the purpose and objective under this MoU.
- 10.6 The Parties shall sign a Non-Disclosure agreement w.r.t. sharing of confidential information as described in clause 10.
- 10.7 Notwithstanding the termination of this MoU or any reason whatsoever, the provisions of Clause 10 shall continue to bind the Receiving Party after such termination for a period in perpetuity.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 All proprietary and Intellectual Property Rights shall remain the sole property of the disclosing Party (or its licensors), and nothing in this MoU shall be construed in any way to grant to the receiving Party any express or implied option, license or other right, title or interest in or to the Confidential Information, or to any proprietary or Intellectual Property Rights disclosed,

embodied, fixed, comprised or contained in any Confidential Information.

- 11.2 Nothing in this MoU affects the Parties' Intellectual Property Rights/Intellectual Property (as defined below), in existence prior to the Effective Date or acquired/created by any Party before the Effective Date. The Parties grant only the licenses and rights specified in this MoU and no other licenses and/or rights in the Intellectual Property, including those under patent, are granted. Both Parties agree not to do anything whatsoever which might impair in any manner the rights, title or interest of the other Party in or to the Intellectual Property and agrees that it shall not acquire or attempt to acquire any right, title or interest, license in or to, any of the Intellectual Property of the other Party.

For the purpose of this Agreement, the term 'Intellectual Property' includes all improvements, developments, methodologies, discoveries, proprietary information, trademarks, trade names, logos, artwork, slogans, know-how, processes, methods, trade secrets, source code, application development, designs, drawings, plans, business plans or models, blueprints (whether or not registrable and whether or not design rights subsist in them), utility models, works in which copyright may subsist (including computer software and preparatory and design materials thereof), inventions (whether patentable or not, and whether or not patent protection has been applied for or granted) and all other Intellectual Property throughout the world, in and for all languages, including but not limited to computer and human languages developed or created from time to time by the Parties whether before execution of this MoU or afterwards.

Perkins India retains all worldwide Intellectual Property Rights in and to its intellectual property, including without limitation, copyrights and trademarks ("**Perkins India Intellectual Property**"). The Parties recognize that, as between the Parties, the trainings and training materials, the Perkins International Academy (or PI Academy) courses and certificates and the Perkins Quality Indicators (or PQIs) and other documents and materials, produced by Perkins India or its licensors in the course of performing this MoU are Perkins India Intellectual Property and, as between the Parties, are the sole and exclusive property of Perkins India. The **NIEPVD** is expressly prohibited from copying, altering, or distributing, in whole or in part, Perkins India Intellectual Property, including without limitation, the documents, training materials, videos, photographs, and/or other materials produced in any format by Perkins India or its licensors for **NIEPVD** without the prior express written consent of Perkins India.

- 11.3 Neither Party shall use the name or logo of the other Party in any manner without the express prior written consent of the other Party. In the event that the Party does grant such consent, the requesting Party shall conform its use of the name or logo of the other Party according to the style guide as supplied by them.
- 11.4 Any Intellectual Property jointly created under this MoU which includes but is not limited to content such as reports of the Project shall be jointly owned by both Parties, and both Parties shall have uninterrupted rights to use such Intellectual Property for non-commercial charitable purposes to fulfil the objectives of this MoU.

12. NON-SOLICITATION

At all times during the term of this MoU and thereafter for a period of 02 (Two) years after its termination or expiration hereof, neither any Party nor any of its Affiliates will, whether directly

or indirectly, for itself or on behalf of any other Person: (a) hire, solicit to hire, engage, or solicit to engage, whether as an employee, independent contractor, consultant or otherwise, any Person who has been an employee, independent contractor, consultant or other Party or any of its subsidiaries at any time during the then-preceding 12 (Twelve) months (each a “**Restricted Person**”); (b) persuade any Restricted Person to leave his or her employment or engagement with the other Party or any of its subsidiaries; or (c) otherwise interfere in any way with the relationship between the other Party or any of its subsidiaries, on the one hand, and any Restricted Person, on the other hand.

13. TERM, TERMINATION, AND CONSEQUENCES OF TERMINATION

- 13.1 Unless otherwise extended with mutual consent by both the Parties in writing or terminated in accordance with Clause 13.2 or Clause 13.3 below, this MoU is valid for a period of 1 (One) year from March, 2025 (“**Effective Date**”) (“**Term**”) which shall be further extendable as may be mutually decided by the Parties.
- 13.2 Notwithstanding any other provision of this Agreement, either Party shall have the right to terminate this MoU by giving 30 (Thirty) days prior written notice to the other Party concerned, under the following circumstances:
- 13.2.1 if the other Party is in breach of any of the Applicable Laws under which it is governed;
or
- 13.2.2 if the other Party becomes insolvent or a receiver is appointed in respect of its properties;
or
- 13.2.3 if the other Party commits a breach of any provision of this MoU, which is not remedied within a period of 30 (Thirty) days of receipt of written notice by the Party committing breach; or
- 13.2.4 any representation or warranty contained herein turns out to be false or misleading in any material respect as of the date on which it is made or deemed to have been made.
- 13.3 Notwithstanding any other provision of this MoU, either Party shall have the right to terminate this MoU by giving 30 (Thirty) days prior written notice to the other Party.
- 13.4 Any termination of this MoU by either Party shall be without prejudice to any accrued rights and liabilities herein and any responsibilities expressed to continue or take effect after termination.
- 13.5 Upon termination of this MoU for whatever reason, either Party shall immediately return or destroy all information/ documents obtained under this MoU within 07 (Seven) days without any delay or limitation and any information shared for an opportunity will be subject to the terms of this MoU.

14. GOVERNING LAW AND JURISDICTION

- 14.1 This MoU shall be governed by Indian law. If there is any dispute between the parties on the execution of the programme/work, it shall be settled through mutual discussion with both parties, failing which the exit from the MoU per Clause 13 of this MoU may be exercised.

15. MISCELLANEOUS

15.1 Notice

Any notice, confirmation, or other communication given under this MoU must be in writing in English and shall be sent by postage, prepaid registered post with acknowledgment due or by recognized efficient courier service, or by email. All notices to a Party shall be sent, addressed to such Party, at the address mentioned in the recital of this MoU or as may be specified by the Party from time to time in a notice to all other Parties. Any notice, document, or communication shall be deemed to be duly given or made at the time of transmission (provided that in the case of electronic mail, provided a hard copy of such notice or communication is forthwith sent by prepaid post to the relevant address), or 03 (Three) days after being dispatched in the post, postage prepaid, recognized efficient courier and by registered mail if available to such Party.

15.2 Amendments

This MoU shall not be amended, altered, or modified except by an instrument in writing expressly referring to this MoU and signed by an authorized person(s) of both the Parties hereto. It is expressly agreed that such authorized person(s) shall be either be a person(s) who are authorized by law, or such authority has been agreed and acknowledged between the Parties.

15.3 Severability

If any term, provision, covenant, or condition of this MoU is held by a court or regulatory body of competent jurisdiction to be invalid, void, or unenforceable, the rest of the MoU shall remain in full force and effect and shall in no way be affected, impaired, or invalidated unless the removal of that provision results in a material change to the MoU.

15.4 Waiver

No delay or omission by either Party to exercise any right or power it has under this MoU shall impair or be construed as a waiver of such right or power. A waiver by any Party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the Party waiving its rights.

15.5 Entire MoU

This MoU along with the Annexures constitutes the entire MoU between the Parties with respect to its subject matter and supersedes all prior written or oral negotiations and/or agreements between the Parties with respect thereto and there are no other representations, understandings, or agreements between the Parties relative to such subject matter.

15.6 Expenses and Legal Costs

The Parties shall bear their own expenses and legal fees incurred on their behalf with respect to this MoU and the transactions contemplated herein except as may be provided for in terms of this MoU.

15.7 Force Majeure

Neither Party shall be liable for acts beyond the reasonable control of the respective Party and without their fault or negligence including but not limited to war, invasion, the act of a foreign

enemy, hostilities (whether war be declared or not), rebellion, epidemic, pandemic like noble COVID-19, government order, insurrection of military or usurped power or conspiracy to overthrow a lawfully constituted government, earthquake, flood, typhoon, hurricane, tornado, cyclone or other convulsions of nature or atmospheric disturbances or any act of God, riot, strike, and civil commotion.

15.8 Counterparts

This MoU may be executed in any number of counterparts, all of which taken together shall constitute one single MoU between the Parties.

15.9 Survival

Each Party's obligations under Clause 6 (Representation and Warranties), Clause 8 (Indemnification); Clause 9 (Limitation of Liability); Clause 10 (Confidentiality); Clause 12 (Non-Solicitation); Clause 11 (Intellectual Property Rights); Clause 13 (Term, Termination and Consequences of Termination); and Clause 15 (Miscellaneous) shall survive the termination of this MoU to the extent permitted by Applicable Law.

EXHIBIT A

Statement of Work

This Statement of Work is made expressly subject to the Master MoU dated March,2025 by and between the Parties. Both the Parties acknowledge that Master MoU was entered into on its behalf; ratifies the execution of such Master MoU; and agrees to be bound thereby with respect to this Statement of Work.

THIS STATEMENT OF WORK MAY NOT AMEND, MODIFY OR CHANGE THE Master MoU IN THE EVENT OF A CONFLICT OR INCONSISTENCY BETWEEN THE TERMS AND CONDITIONS OF THE MSA AND THIS STATEMENT OF WORK, THE TERMS AND CONDITIONS OF THE MSA SHALL GOVERN AND CONTROL.

Capitalised terms not defined herein shall have the meanings set forth in the MoU.

Goal: The NIEPVD and Perkins India would work collaboratively to increase access to quality education for children with disabilities in 1 (One) Cross Disability Early Intervention Centre in Dehradun, Uttarakhand by capacitating the educators, teachers and families working with children with special needs to provide quality educational interventions to children with special needs based on Perkins QI framework.

The Perkins Quality Improvement process is both an assessment tool and an approach to quality education. Developed ten years ago, the Quality Improvement process stems from Perkins' 200 years of expertise and knowledge in educating children with disabilities. It has been applied to schools and programs around the world to drive change, transform systems and support educational excellence.

The quality improvement framework includes a standard set of over 40 quality indicators to evaluate, enhance, and implement technical assistance and sustainable program improvement.

Proposed Outcome: The pilot project will enhance the capacity of public and private schools to become models of inclusive education for children with disabilities having a trained cohort of teachers and educators who are equipped with the knowledge and skills they need to effectively teach children with multiple disabilities.

Year 1		
Activity	NIEPVD	Perkins India
<ul style="list-style-type: none">• Bootcamp for The NIEPVD educators, therapists and staff	<ul style="list-style-type: none">• To designate name of the educators, therapists, teachers and staff members.• To arrange logistics for the resource persons as required.	<ul style="list-style-type: none">• Perkins India team will facilitate the bootcamp sessions.• Perkins India will conduct course/participants evaluation (pre and post-test, learning check points and feedback).
<ul style="list-style-type: none">• Baseline & Endline Assessment	<ul style="list-style-type: none">• Designate core team at centre to conduct the assessment• Administer the questionnaire in the centre	<ul style="list-style-type: none">• Jointly conduct the baseline assessment of the Cross Disability Early Intervention Centre using the Perkins Quality Indicators
<ul style="list-style-type: none">• Action Plan Development	<ul style="list-style-type: none">• Co-develop annual action plan for NIEPVD	<ul style="list-style-type: none">• Based on the baseline assessment, co-develop annual action plan for the centre along with the core team from NIEPVD

<ul style="list-style-type: none"> Community Engagement 	<ul style="list-style-type: none"> Conduct disability awareness sessions with community residing in and around the centre 	<ul style="list-style-type: none"> Provide need-based training to NIEPVD staff for community training and awareness
<ul style="list-style-type: none"> Perkins International Academy Foundations course for the educators (Module 1-4) 	<ul style="list-style-type: none"> To designate team members to be trained. To arrange logistics for the resource persons as required. Maintaining records in the form of attendance sheets and list of participants with the details. Collect and share data with Perkins India on Perkins India template. 	<ul style="list-style-type: none"> Perkins India will conduct training using the standardized modules of the Perkins International Academy (PIA) for selected members of NIEPVD team and selected special educators, therapists, educators and staff of the selected centre. A minimum of 3 staff from the centre will be trained under the PIA. Perkins India will be responsible for course /participants evaluation (pre and post-test, learning checkpoints and feedback). Maintaining records in the form
<ul style="list-style-type: none"> Parent Support 	<ul style="list-style-type: none"> Training parents of special needs children to become active participants in their children's education 	<ul style="list-style-type: none"> Family participation is a core domain in the Perkins Quality Improvement process. Perkins India will provide need-based training to support the NIEPVD team to increase family participation and support in their children's education
<ul style="list-style-type: none"> To provide mentoring to selected participants from the group (not more than 5 participants in 1 cohort) post training, to implement the strategies and activities based on the content of the course. 	<ul style="list-style-type: none"> Jointly select participants from the group for long-term mentoring. 	<ul style="list-style-type: none"> To train professional/s who will serve as mentors.

In case this Master MoU is extended in that case, **From Year 2 and Year 3**, Perkins India will continue to serve as a Knowledge and Technical partner to NIEPVD for one Cross Disability Early Intervention Centre in Dehradun district into Model Program, subject to the availability of funds, partly through the Department of Empowerment of Persons with Disabilities (DEPwD) and through potential CSR donors for both of which NIEPVD and Perkins India shall make efforts to submit joint proposals.

Timeline – Year 1

[illegible]

MONITORING AND EVALUATION RESPONSIBILITIES

NIEPVD will be responsible for compiling and sharing data regularly as part of the protocol. This will include, but is not limited to:

- Dates and locations of trainings
- Attendance sheets from all trainings
- Pre-and post-training data
- Data and records of beneficiaries
- Data and documentation of project activities as planned and implemented
- Success stories
- Photos with signed consent
- Reports, records, and relevant data from other related activities
- Any other documentation as required

Annexure 1

Definition of a Model Program:

A **Model Program** is a place of constant search for improvement, a leader in self-assessment and innovation, committed to the revision of practices based on each individual demand. It is a program/school with social awareness as they see themselves as a program/school of reference and support, as a training site, a model for other programs/schools.

The criterion for selecting schools to be developed as Model Programs:

Perkins School for the Blind (PSB) has developed the following criteria to determine which schools are most ready to work towards becoming Model Program Schools:

- Currently serves students with disabilities including those with visual impairments, additional disabilities, and deaf-blindness.
- Is a public school or early education program recognized by the Government.
- Is staffed by teachers and administrators who want to learn and change practices and who welcome evaluations, training, and coaching.
- Promising practices must be observed during an initial Perkins Representative direct observation session. In general, we work with programs that show potential for the best quality, not the worst.
- Foundational infrastructure and existing programs to build upon must be present.
- The school or program must offer an accessible and safe location enabling students, parents, teachers, and trainers to safely reach and interact at the school or program area.
- The school or program must have a demonstrated desire to increase enrolment of students with disabilities including those with visual impairments and additional disabilities and complex disabilities.
- Local, national, and international potential for resources to sustain programs in the long term must be present.

This MoU shall be valid for a period of one year from the date of signature. This MoU may be extended by mutual written agreement of both parties. Either of the parties may exist from the MoU giving one month's prior notice.

If there's any dispute between the parties on the execution of the programmes, it shall be settled through mutual discussion with both parties, failing which the exit from the MoU as per ABOVE clause may be exercised.

Signed and delivered by and on behalf of
NIEPVD

Signed and delivered by and on behalf of
Perkins India

Signature:
Name: Pradeep A
Designation: Director
Date:

Signature:
Name: Barsha Banerjee
Designation: Director
Date: