

Affidavit



**Indian-Non Judicial Stamp
Haryana Government**



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Seller Detail

Name : Theamerican Indiafoundation Trust

H.No/Floor : 1009

Sector/Ward : Gf

Landmark : D l f city court

City/Village : M g road

District : Gurgaon

State : Haryana

Phone : 9357445149



Purpose : M O U

**ASHOK KUMAR
STAMP VENDOR
R.NO. - 319, PKL.**

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MEMORANDUM OF UNDERSTANDING

This Memorandum of understanding (MoU) is executed at Panchkula on the 12th day of August , 2016

BY AND BETWEEN:

The Department of School Education, Govt. of Haryana represented by State Project Director, Haryana School Shiksha Pariyojna Parishad (HSSPP), Shiksha Sadan, Sector-5, Panchkula (hereinafter referred to as HSSPP OR the First Party) which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors, administrators, heirs, assigns and nominees on the FIRST PART.

AND

The American India Foundation Trust (AIFT), non-profit entity, registered under the Indian Trust Act, 1882, located at 1003-1005, DLF City Court, M.G Road, Gurgaon-122002, tax exemptions under Section 12A and 80G of the Income Tax Act, 1961 represented by its Sh. Arjun Sanyal, Director, Education (LAMP)(hereinafter referred to as 'AIFT or The Second party') which expression shall unless excluded by or repugnant to the context, be deemed to include its successors, administrators, heirs, assigns and nominees on the SECOND PARTY.

WHEREAS 'THE SECOND PARTY' has expressed their interest to train 9th standard students in the subjects of Science and mathematics so that they may be able to get admission to higher learning institutes such as IITs, IIITs, NITs etc.

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BACKGROUND:

The American India Foundation Trust (AIFT) is a nonprofit organization that is devoted to accelerating social and economic change in India. AIFT, in collaboration with Avanti Learning Centres Pvt. Ltd. (Avanti) will work with school teachers to deploy standardized classroom learning materials and teaching practices in Mathematics and Science. These teaching practices are focused on improving student's conceptual clarity by using high quality content enabling critical thinking, student collaboration and in-class practice. Tested over 5 years in India by Avanti, and over 20 years in classrooms around the world by Prof. Eric Mazur, peer instruction has shown to result in 20% learning gains on standardized tests. Avanti's results in India with the same curriculum are impressive.

Through this project, AIFT aims to customize Avanti's workbooks and classroom activities to suit the Haryana Board, as well as the average students in government schools. The project is proposed to be implemented in Government English Medium schools in Haryana with focus on grade 9 students. One Math and one Science Teacher in each school will be trained on pedagogy and classroom facilitation using the digital, structured content. The teachers will also be provided with video content so as to prepare effectively. Ongoing implementation will be monitored jointly by AIFT and Avanti, with monthly reports provided to the Government of Haryana. These Govt. English Medium schools shall be jointly selected by HSSPP and AIFT for implementation in academic year 2016-17.

NOW THIS MEMORANDUM OF UNDERSTANDING AGREED BETWEEN THE PARTIES AS UNDER

SCOPE OF WORK

I. ROLE OF AIFT:

Proposed program scope covers two main areas:

1. Coverage of Program, including a phase-wise implementation plan
2. Program Support, which covers the following:
 - Training of teachers
 - Content: Digital content for teachers and students, including online portal access to teachers
 - Program Management support and troubleshooting
 - Data collection and reporting

1.1 Coverage of Program

A phase-wise plan is proposed to cover all Aarohi Model Schools, Sanskriti Model Schools, and Sarthak School. The plan is illustrated as under:

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Phase	Timeline	Coverage
Phase 1	Program Start date (2016) to March, 2017	Total 10 English medium schools <ul style="list-style-type: none"> • 10 Aarohi Model Schools • 2 Science & 2 Math teachers (Grade 9) in each school
Phase 2	April, 2017 to March, 2018	Total 21 English medium schools <ul style="list-style-type: none"> • 10 Aarohi Model Schools • 10 Sanskriti Model Schools • 1 Sarthak School (Panchkula) • 2 Science & 2 Math teachers (Grade 9) in each school
Phase 3	April, 2018 to March, 2019	Total 41 English medium schools <ul style="list-style-type: none"> • 20 Aarohi Model Schools • 20 Sanskriti Model Schools • 1 Sarthak School (Panchkula) • 2 Science & 2 Math teachers (Grade 9) in each school
Phase 4	April, 2019 to March, 2020	Total 57 English medium schools <ul style="list-style-type: none"> • All Aarohi Model Schools (36 Nos) • All Sanskriti Model Schools (20 Nos) • 1 Sarthak School (Panchkula) • 2 Science & 2 Math teachers (Grade 9) in each school <p>In addition, the State and AIFT can jointly take a decision to include select few Hindi medium schools for implementation in Phase 4.</p>

1.2 Implementation plan for Academic Year 2016-17

In the academic year 2016-17, the program would be implemented in 9th Grade across 10 Aarohi model schools. The schools shall be jointly selected by Avanti and HSSPP.

Outlined below are the timelines and implementation plan required to initiate the program in schools:-

1.2.1 Introductory (Baseline) assessment:

- Purpose:** AIFT/Avanti shall conduct an introductory assessment across 36 Aarohi Model Schools to assess the initial learning levels of the students in these schools, and benchmark their performance, and to customize the syllabus on the basis of results.
- Syllabus:** The assessment shall have 2 sections:
 - Reading & comprehension:
 - To assess whether students' reading & comprehension skills are at the required grade level (as it has a direct influence on their learning capabilities).
 - Mathematics:

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- To evaluate performance on basic pre-requisites in Mathematics. The questions shall be based on entire Grade VIII syllabus (NCERT).

c) Conducting a pilot assessment in one school:

- AIFT/Avanti shall conduct a pilot of the introductory assessment in 1 Aarohi Model School.
- The pilot can be implemented in **August, 2016**. AIFT/Avanti shall send their own surveyors and program managers to conduct the assessment in the school.
- On the basis of the pilot, the difficulty level of questions in the introductory assessment shall be adjusted
- In addition to the assessment, Avanti shall also conduct a demo Science and Math class for 2 sections of Grade 9. This would require the school to provide 2 periods for the demo class – 1 each for Science and Math.

d) Conducting the main assessment across all 36 schools

- The assessment shall be conducted in Aarohi Model Schools in August/ September, 2016.
- AIFT/Avanti shall deploy their surveyors for the assessment. HSSPP support shall be required to send the required communication and notice to all schools in advance.
- In addition to the student assessment, the surveyors shall also conduct an infra-assessment, to audit the availability of the following in the school:
 - Projectors and working connections for laptops/Computers
 - 1 functional computer / laptop
 - Display screen
 - Speakers
 - Power back-up
 - Availability of a room with the above infrastructure along with sufficient benches and power plug points.

e) Teacher training boot camp

- Avanti would conduct a 4-day training boot camp for all Science and Math teachers of the selected 10 Aarohi Model Schools
- The boot camp shall be held in **September, 2016**.
- As per the agreement, HSSPP shall provide the training venue for all days of the workshops, and also cover travel and boarding/lodging expenses for the participating teachers and trainers for the 4 days.

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The day-wise training agenda and detailed schedule shall be shared by Avanti in August, 2016.

2.1 Program Support:

AIFT, in collaboration with Avanti, will provide the following support to HSSPP for program implementation.

2.2. Training of teachers:

AIFT, in collaboration with Avanti, will train 20 teachers from the above 10 Aarohi Model Schools on implementing the program for Class 9 students in Mathematics and Science. In addition, up to 10 more teachers overall could be trained to accommodate larger schools. Training will be conducted through four teacher training workshops as detailed below. Training would cover pedagogy, the use of Avanti's technology platform and the facilitation techniques they can use to follow in teaching the students.

Four teacher training workshops (4-day each) would be conducted by AIFT/Avanti facilitators for each teacher during a year, training them on the following:

- Measurement/Using Bloom's Taxonomy
- Understanding the use and measurement of Avanti's classroom tools
- Preparing for Class (Lesson Planning)
- Reporting from Class (teacher log-book)
- Peer Teaching sessions (teachers teach teachers and get feedback)
- Review of progress

2.3 Content:

2.3.1 Content and Learning Materials: AIFT and Avanti will provide digital content for Class 9, Mathematics and Science to all Selected Teachers. These materials will cover a total of 30 Chapters across Science and Math in Class 9 through 120 classroom sessions of 40 min each and will include the elements below.

- Lesson Plans
- Video Content (for teacher viewing before class)
- In-class activities (Concept Tests, Experiments) for teachers to run in class
- Workbooks including in-class questions and homework for students to use during class and for homework

This content has been developed by Avanti's expert team of IIT and Harvard University alumni and has been licensed to AIFT for use in the Selected Schools. Each Selected Teacher will be given access to the Teacher content in digital and printed form. Students in Class 9 at the Selected Schools will be given a series of workbooks to be used in class.

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2.3.2 Online Portal Access for Selected Teachers: Avanti will provide all Selected Teachers access to its online learning portal where the Selected Teachers will be able to view and download content they require to run in their classrooms (offline). Subject to the availability of all requested infrastructure detailed in point 2.3. of this document, AIFT and Avanti will install the technology systems and ensure that the teachers are trained to operate the technology system.

2.4 Program Management support and troubleshooting:

- i. AIFT, in collaboration with Avanti, will provide monthly, in-service Trainings and in-school mentorship. Program Managers will visit the Govt. Schools of Haryana once a month. During these visits, the Program Managers will observe classes, provide feedback to the Teachers and review their lesson plans.
- ii. In order to ensure smooth introduction of the program in all schools, during the first month of implementation in each class, a member of the training team or the Program Manager will be available for at least 2 days per week at each School.
- iii. Data Collection and Reporting: AIFT/Avanti will provide a monthly report on student and teacher performance to the HSSPP. This will include attendance, coverage of syllabus, students test scores and subjective assessments of teacher performance.

II. ROLE OF HSSPP

- 1.1. Create an implementation team that will supervise the program, support with implementation and lead coordination with all concerned schools
- 1.2 **Appoint District Level Coordinators (preferably DPCs)** who shall provide district-level supervision support, jointly monitor the program with AIFT/Avanti staff, and providing safe travel support for female Avanti staff.
 - 1.1.1. HSSPP will make best efforts to ensure that the Principal and Science and Math teachers are not transferred from the Selected Schools during the period of this agreement.
 - 1.1.2. HSSPP will make best efforts to ensure that the Selected School have an appropriate student-teacher ratio (40:1 maximum) for Science, Maths and English during this period
 - 1.1.3. HSSPP will make best efforts to ensure that during all the allotted Grade 9 Science and Maths periods, the selected and trained teachers are not assigned duties in other classes / subjects, and they are only teaching

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these Math and Science classes in Grade 9, during the period of this agreement. HSSPP will additionally make best efforts to ensure that the content and learning material delivered as part of this agreement are used and implemented by the teachers during school hours in the regular Maths and Science periods.

1.1.4 Agree to an implementation calendar at the earliest to ensure that the program can be initiated in schools by first week of October 2016.

1.1.5 HSSPP will provide one well-lit room with electrical connectivity within school premises, with seating capacity of minimum 50 students where the trained school teachers could run video lectures and conduct regular teaching and study sessions (E-learning Room). There should also be provision for the following equipment to be used in a dedicated way for the activities detailed in this agreement in the E-learning Room.

- A >3,000 ANSI Lumen Digital Light Processing (DLP) projector or equivalent LED projector with screen
- A desktop or laptop computer with a minimum of 4GB RAM and dual-core processor.
- >150W Speaker system

1.3 HSSPP will ensure that the School timetables are adjusted so as to allow the conducting of all Maths and Science classes by the Selected Teachers in this room.

1.4 HSSPP will Issue an order in form of a circular and letter to the Principals of each Government School, DEOs and all relevant education department officials with the following:

1.4.1 The HSSPP is entering into a partnership with AIFT and their implementation partner Avanti Learning Centres Pvt Ltd to implement Technology-aided Blended Learning in the Selected Schools.

1.4.2 The Principals should make requisite adjustments for all Maths and Science classes to be conducted in the E-learning room, and schedule classes as described in point 2.3 of this agreement.

1.4.3 Selected Maths and Science teachers in these schools will be required to attend four training workshops of four days each. The Selected teachers would require from HSSPP the requisite TA/DA and allowances and timely notifications to attend these training workshops.

1.4.4 Upon completion of the first workshop, the Principal and the trained Maths and Science Teachers of these schools would be required to

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diligently implement the program as per the guidelines provided by AIFT and Avanti, and communicate any challenges and concerns to the AIFT and Avanti representatives. These program will be implemented during the school hours in the Maths and Science periods for class 9 students.

- 1.4.5 Representatives of AIFT and Avanti be allowed to visit the Selected Schools through the term of this agreement and conduct meetings and mentor teachers and students on the school premises during the term of this agreement.
- 1.4.6 Share relevant information and data with AIFT and Avanti staff including past-year performance of the selected schools, pass percentages and attendance rates to enable AIFT and Avanti to plan, coordinate and evaluate their activities.
- 1.4.7. HSSPP will make the following provision for the Teacher Training activities to be conducted as per the provisions of this agreement and the implementation calendar to be finalized in consultation with HSSPP.
- Provide a training room to be used by AIFT and Avanti for conducting 4 training workshops. For each workshop, the room will be required for 4 complete days. The room should be equipped with a projector, screen and seating for 30 teachers.
 - HSSPP will cover all travel expenses for the Selected Teachers to and from the training venue. HSSPP will also provide boarding and lodging facilities for all trainers and teachers during the training period.
- 1.4.8. HSSPP will print all students' learning material (as described in 1.2. of this agreement) or cover the costs of printing all student learning material during the period of this agreement. AIFT and Avanti will ensure that the Student learning material do not exceed 1,000 pages per student per year and can be reasonably printed at a cost of less than INR 400 per student per year.
- 1.4.9. No payment of any kind will be made to Second Party i.e. AIFT.

III. DURATION OF MOU

- 1.1 This MoU shall be valid for a period of 4 (four) years from the Execution date i.e. from 12.8.2016 to 11.8.2020. After the expiry of the validity period, this MOU may be further extended or renewed with the mutual consent of the parties.

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- 1.2 An annual progress report will be submitted to the HSSPP at the end of every academic year.

IV. DISPUTE RESOLUTION

Any dispute, difference, controversy or claim between the Parties arising out of or relating to this MoU or the construction, interpretation, breach, termination or validity thereof ("Dispute") shall, upon the written request of either Party be referred to the authorized representatives of the Parties for resolution. The authorized representatives shall promptly meet and attempt to negotiate in good faith a resolution of the Dispute. In the event that the Parties are unable to resolve the Dispute through negotiation within Thirty (30) Days after service by a Party of such a request, then the Dispute shall be referred to the Administrative Secretary (School Education) HSSPP or any officer nominated by Administrative Secretary (School Education), HSSPP who will be the sole arbitrator. The dispute will be resolved as per the provisions of Arbitration and Conciliation Act 1996 (as amended from time to time). The decision of the sole arbitrator will be final & binding upon the parties. The proceedings of arbitration shall be held at Chandigarh/Panchkula.

V. TERMINATION

- 1.1. In the event that the performance of AIFT and Avanti in the HSSPP schools is not found satisfactory, HSSPP will notify AIFT in writing of such poor performance, and in case AIFT fails to improve its performance, HSSPP may terminate this MOU by giving 1 (one) month written notice. Further, on the mutual written consent of HSSPP and AIFT, the MOU can be terminated by giving 1 (one) month written notice to either party.
- 1.2. This Agreement constitutes the entire agreement between the parties in respect of the transaction and supersedes and cancels any prior oral or written agreements, representations, understandings, arrangements, communications or expressions of intent relating to the subject matter of this MoU. This MoU shall not be altered, modified or supplemented except with the prior written approval of the parties.
- 1.3 This Agreement shall be executed in two counterparts, each of which shall be deemed to be an original, but which together shall constitute one and the same instrument.

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VI. GOVERNING LAW AND JURISDICTION

1.1. This Agreement will be construed in accordance with and governed by the Laws of India and each party agrees to submit to the exclusive jurisdiction of the courts in the city of Panchkula.

Both the parties have set their hands in presence of witnesses on 12th day of August, 2016 as first written above.

For and on behalf of the **FIRST PARTY:**

**Haryana School Shiksha Pariyojna Parishad,
Department of School Education, Govt. of Haryana,
Plot No. 1/B, Shiksha Sadan, Sector-5, Panchkula, India**

Name: Sh. Zile Singh

Designation: Deputy Director (Administration)

Signature:

[Handwritten Signature]
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Seal:

**Deputy Director (Admn.)
O/o S.P.D., HSSPP,
Panchkula**

Place and Date: Panchkula and 12th August, 2016

For and on behalf of the **SECOND PARTY:**

AIFT, 1003-1005, DLF City Court, M.G Road, Gurgaon-122002

Name: Sh. Arjun Sanyal

Designation: Director, Education (LAMP)

Signature:

[Handwritten Signature: Arjun Sanyal]

Seal:

Place and Date: Panchkula and 12th August, 2016

ATTESTED
[Handwritten Mark]
OATH COMMISSIONER

WITNESS 1:

Signature

[Handwritten Signature]

Name:

[Handwritten Name: K.K. Agnihotri]

Designation:

[Handwritten Designation: Addl. Dir. / Hon. Advisor]

Office Seal:

WITNESS 2:

Signature

[Handwritten Signature]

Name:

[Handwritten Name: Dr. Bal Kishan]

Designation:

[Handwritten Designation: Consultant (P&T)]

Office Seal:

**Dr. B. K. YADAV
Con. Planning
H.S.S.P.P. (PKL)**

[Handwritten Mark]
Certified that aforesaid statement has
been made before me on oath

S.A. Before me on 12/8/16 at Panchkula

By..... S/o Sh.

R/o..... *[Handwritten Name]*

who is identified by..... *[Handwritten Name]*

[Handwritten Signature]
OATH COMMISSIONER, PKL.

