

Affidavit



**Indian-Non Judicial Stamp
Haryana Government**



Date : 12/08/2016

Certificate No. POL2016H277



Stamp Duty Paid : ₹ 20

(Rs. Twenty Only)

GRN No. 20301027



Penalty : ₹ 0

(Rs. Zero Only)

Seller Detail

Name : Avanti Fellows

H.No/Floor : 9

Sector/Ward : 3f

Landmark : G p c kadambakkam high road

City/Village : Nungambakkam

District : Chennai

State : South

Phone : 9357445149



Purpose : M O U

**ASHOK KUMAR
STAMP VENDOR
R.NO. - 819, PKL.**

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MEMORANDUM OF UNDERSTANDING

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

BY AND BETWEEN:

The Department of School Education Department, Govt. of Haryana, represented by State Project Director, Haryana School Shiksha Pariyojna Parishad, 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 and assigns of the FIRST PARTY.

AND

'Avanti Fellows', a public charitable trust registered under the Delhi Public Trust, represented by Sh. Akshay Saxena, Co-Founder & President and having its office at Avanti Fellows, No.9, 3rd Floor, Gemini Parsn Complex, Kodambakkam High Road, Nungambakkam, Chennai 600 034 (hereinafter referred to as "Avanti Fellows" or the Second Party) which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in office and assigns on the Second Part.

WHEREAS Avanti Fellows through its program aims to narrow the education gap in India by providing students from low-income communities, additional training and mentoring to score better in board exams and get into good professional colleges like IIT (Indian Institute of Technology) and NIT (National Institute Of Technology) etc. The organization has been working with Government school since June 2014 and has designed a program, to provide additional teaching to selected Haryana students and thereby significantly improve the quality of education, for low income communities in the State of Haryana and is determined to provide the highest quality of education to students.

NOW THIS MEMORANDUM OF UNDERSTANDING AGREED BETWEEN THE PARTIES AS UNDER

1. Role of 'AVANTI FELLOWS':

1.1. would conduct special training program in Math and Science for Grade XI and XII students, for IIT-JEE preparation starting June 2016 in after school hours. One School will be part of the program in the first year 2016-17. Depending upon response and results, the number of centers could be reviewed for expansion.

1.2. Provision of Video content focused on Physics, Chemistry and Mathematics preparation in after school hours in Class XI and XII, for IIT JEE and other competitive exams

1.3. Provide a full-time facilitator, to work with the students and enable effective student collaboration, performance assessment and mentorship.

1.4. Arrange volunteer mentors from top IIT's / NIT's for students' tutoring and mentoring.

2. ROLE OF THE HSSPP

2.1 Provide 'Avanti Fellows' the following:-

Direct Principal of GGSSS Jacobpura towards providing dedicated classroom with the following amenities in the first year and one ADDITIONAL classroom with another set of amenities/infrastructure in the second year.

- Classrooms
- Internet and Video (projector/TV)
- Audio (2 speakers)
- Internet connection
- One Desktop/Laptop computer
- Printer access
- dedicated classroom space in after/before school hours

2.2 Written permission to conduct one 15-minute sensitization for students currently studying in Class X in all government schools across Gurgaon every year, for a period of 3 years, as mentioned above (One- time activity every year).

2.3 Written permission to conduct an aptitude test (1 hour) for 3 years (One- time activity every year) after initial sensitization mentioned in point number 2. Two members from Avanti staff would be present at each test Centre to coordinate the selection test.

- GGSSS Jacobpura (School Code-846)
- GSSS Chakkarpur (School Code-751)

2.4 An advertisement to inform students of the test every year.

2.5 School teachers be allowed to invigilate during selection tests on the above-mentioned dates. Avanti would be willing to pay upto Rs. 200 per teacher for a day of invigilation during the selection test.

2.6 Notification be sent in writing to the Principal and management of the schools regarding this partnership and the permissions granted.

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2.7 The HSSPP will permit 'Avanti Fellows' and its staff including:

- Facilitation of Program and conduct mentoring sessions
- Program Associates will be allowed a minimum of 3 hours of instruction time in their respective classrooms per day
- Allow Avanti staff to conduct parent meetings in school based on need, interact with parents in school premises outside teaching time.

2.8 No payment of any kind will be made to Avanti Fellows.

3. Duration of MoU:

3.1 This MoU shall be valid for a period of 5(five) years from the date of Execution. After the expiry of the contract period, this MoU may be further extended or renewed with the mutual consent of the parties. The list of schools and employees placed in Government schools may be updated at the end of every academic year by mutual consent.

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

4. 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) GoH or any officer nominated by the Administrative Secretary (School Education), GoH, 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.

5. TERMINATION

5.1. In the event that the performance of 'Avanti Fellows' is not found satisfactory, the HSSPP will notify 'Avanti Fellows' in writing of such poor performance, and in case "Avanti Fellows" fails to improve its performance, then HSSPP may terminate this MOU by giving 1 (one) month notice in writing.

5.2. This MOU 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/consent of the parties.

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5.3 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.

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

For and on behalf of the FIRST PARTY:
Haryana School Shiksha Pariyojna Parishad
Plot No. 1/B, Shiksha Sadan, Sector-5, Panchkula, India

Name: Sh. Zile Singh

Designation: Deputy Director (Administration), HSSPP, Panchkula

Signature:

[Signature]
12/8

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:
Avanti Fellows, No.9, 3rd Floor, Gemini Parsn Complex,
Kodambakkam High Road, Nungambakkam, Chennai 600 034

Name: Sh. Akshay Saxena

Designation: Co-founder & President

Signature:

[Signature]

Seal:

Place and Date: Panchkula and 12th August, 2016

WITNESS 1:

Signature

[Signature]

Name:

K. K. AGNIHOTRI

Designation:

Hon. Member HSSPP

Office Seal:

Addl Dir. / Hon Advisor

WITNESS 2:

Signature

[Signature]

Name:

Dr. Bal Kishan

Designation:

Consultant (Plg)

Office Seal:

Dr. B. K. YADAV
Con. Plg.
HSSPP. (PKL.)

ATTESTED
OATH COMMISSIONER

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Certified that aforesaid statement has
been made before me on oath/
S.A. Before me on... 12/8/16 at Panchkula
By...
No...
who is identified by...
OATH COMMISSIONER, PKL.