

## 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. 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.

### **2. SCOPE OF WORK**



- 2.1 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.
- 2.2 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.
- 2.3 **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.
- 2.4 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.

### **3. 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.**

### **4. 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:

- 4.1 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;
- 4.2 devote productive time and energy as per the requirements for performing the obligations under this MoU;
- 4.3 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;
- 4.4 ensure that it shall not use any improper or unlawful means while performing this MoU;
- 4.5 engage only personnel who are well-qualified, have requisite expertise and skills in providing unhindered assistance and expertise to the other; and
- 4.6 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.

### **5. CONFIDENTIALITY**

**BOTH OF THE PARTIES AGREE TO MAINTAIN CONFIDENTIALITY AND UPHOLD THE INTEGRITY OF THE INSTITUTIONS AND THEREFORE WILL NOT DIVULGE ANY INFORMATION CONSIDERED CONFIDENTIAL ABOUT THE TWO PARTIES.**

### **6. INTELLECTUAL PROPERTY RIGHTS**

- 6.1 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.



- 6.2 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.
- 6.3 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.

## **7. TERM, TERMINATION, AND CONSEQUENCES OF TERMINATION**

- 7.1 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 April ...<sup>8<sup>th</sup></sup>..., 2025 ("**Effective Date**") ("**Term**") which shall be further extendable as may be mutually decided by the Parties.
- 7.2 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
- 7.3 if the other Party is in breach of any of the Applicable Laws under which it is governed; or
- 7.4 if the other Party becomes insolvent or a receiver is appointed in respect of its properties; or
- 7.5 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
- 7.6 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.
- 7.7 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.
- 7.8 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.
- 7.9 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.

## **8. GOVERNING LAW AND JURISDICTION**

- 8.1 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 7 of this MoU may be exercised.

## **9. MONITORING AND EVALUATION RESPONSIBILITIES**

NIEPVD will be responsible for compiling and sharing data as per the protocol, including training schedules, attendance records, pre- and post-training evaluations, beneficiary details, activity reports, success stories, consented photographs, and other relevant documentation.



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



|   |   |   |
|---|---|---|
| <ul style="list-style-type: none"> <li>Community Engagement</li> </ul>  | <ul style="list-style-type: none"> <li>Conduct disability awareness sessions with community residing in and around the centre</li> </ul>  | <ul style="list-style-type: none"> <li>Provide need-based training to NIEPVD staff for community training and awareness</li> </ul>  |
| <ul style="list-style-type: none"> <li>Perkins International Academy Foundations course for the educators (Module 1-4)</li> </ul>   | <ul style="list-style-type: none"> <li>To designate team members to be trained.</li> <li>To arrange logistics for the resource persons as required.</li> <li>Maintaining records in the form of attendance sheets and list of participants with the details.</li> <li>Collect and share data with Perkins India on Perkins India template.</li> </ul> | <ul style="list-style-type: none"> <li>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.</li> <li>Perkins India will be responsible for course /participants evaluation (pre and post-test, learning checkpoints and feedback).</li> <li>Maintaining records in the form</li> </ul> |
| <ul style="list-style-type: none"> <li>Parent Support</li> </ul>  | <ul style="list-style-type: none"> <li>Training parents of special needs children to become active participants in their children's education</li> </ul>  | <ul style="list-style-type: none"> <li>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</li> </ul>  |
| <ul style="list-style-type: none"> <li>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.</li> </ul> | <ul style="list-style-type: none"> <li>Jointly select participants from the group for long-term mentoring.</li> </ul>   | <ul style="list-style-type: none"> <li>To train professional/s who will serve as mentors.</li> </ul>  |

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.

#### 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**

**Date:**

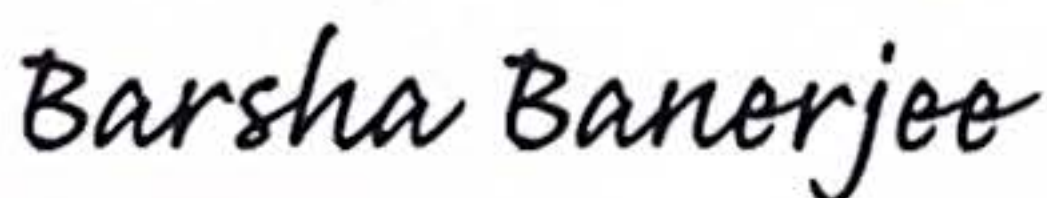
  
\_\_\_\_\_  
**Signature:**

**Name:** Pradeep A

**Designation:** Director

**Date:**

Signed and delivered by and on behalf of  
**Perkins India**

  
\_\_\_\_\_  
**Signature:**

**Name:** Barsha Banerjee

**Designation:** Director

Witness - 

KIRTI TANWAR CHAUHAN