



Memorandum of Understanding for a Joint Initiative

This Non- Financial Memorandum of Understanding (hereinafter referred to as the "Agreement") is executed and formalized at Bangalore, on 1st April 2022

Between

CBM India Trust

#140, "Commerce Cube", 3rd Floor, 5th Main, Puttannachetty Road,
Chamarajpet, Bangalore - 560 018. Karnataka - INDIA

represented by **Dr Sara Varughese, Managing Trustee** (hereinafter referred to as "CBM") which expression shall include its successors and assigns on the one PART.

And

The Regional Institute of Education (NCERT) Mysore

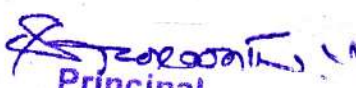
Manasagangothri, Mysuru - 570006
Karnataka - INDIA

Represented by **Prof. Y. Sreekanth, Chief Coordinator IUCTE and Principal RIE Mysore** (hereinafter referred to as '**IUCTE, RIEM**') which expression shall, unless repugnant to the context or meaning thereof, include their respective heirs, executors, administrators and assigns of the other part.

1. Background

CBM:

CBM eV located in Germany is an international disability and development organization whose primary purpose is "to improve the quality of life of the world's poorest person with a disability and those at risk of disability". CBM works in the most disadvantaged societies, irrespective of race, gender or religion. CBM seeks


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to reduce the prevalence of the disease, which causes impairment; minimize the condition, which leads to disability, and promote equal opportunity for economic empowerment, livelihood security and full inclusion in all aspects of society for persons with disabilities.

CBM India Trust is the leading disability and development organisation in India working in 26 states. The Trust views disability as a development and human rights issue and addresses poverty as a cause and a consequence of disability.

The Trust conducts its activities by working with local NGOs such as educational institutions, medical institutions and other NGOs working in the field of empowering people with disability; alliances with agencies such as UN agencies; international nongovernmental organisations; Disabled Persons' Organisations (DPOs); and state and national governments.

IUCTE, RIEM:

The IUCTE is established in RIE Mysore (RIEM). **Inter-University Centre for Teacher Education (IUCTE)** has been sanctioned by the Department of Higher Education, MHRD in December 2017. The IUCTE covers all Schools of Education and Departments of Education in the Southern Region and makes every effort to network and strengthen them for quality improvement in teacher and school education.

The **Regional Institute of Education Mysuru** (Formerly Regional College of Education) founded on 1st August, 1963, is one of five such institutions established by the National Council of Educational Research and Training (NCERT), New Delhi. The other Institutes are located at Ajmer, Bhopal, Bhubaneswar and Shillong. The Regional Institutes were started with main the objective of qualitative improvement of school education through innovative pre-service and in-service teacher training programmes and relevant research, development and extension activities.

The Regional Institute of Education, Mysuru has established itself as an institute of repute in the area of school and teacher Education. The institute has endeavored to shoulder the responsibilities and challenges generated by changes in the educational scenario of the country and the southern region. The Institute has been functioning as Regional Institute of Education since 1995, following a major shift in its focus from pre-service Education to in-service Education. The pre-service teacher Education programmes of the institute are affiliated to the University of Mysuru and cater to the needs of south Indian states namely Andhra Pradesh, Karnataka, Kerala, Tamil Nadu, and Union Territories of Pondicherry and Lakshadweep. A Demonstration Multipurpose School (DMS) is attached to each RIE at Ajmer, Bhopal, Bhubaneswar and Mysuru as a laboratory for trying out innovative practices in school Education and teacher Education. These are also used for practical training for the trainees of the institutes.

2. DURATION

This Agreement shall come into effect from 1st April 2022 and shall remain in effect till 31st March 2023 ("**Agreement Period**"). Though the MOU No.IT090-01/FC/201215/211231/NF-MOU executed on 15.12.2020 for the period 15.12.2020 till 31.12.2021 had expired on 31st Dec 2021, CBM and RIEM were collaborating and working together towards the agreed deliverables for the period Jan – March 2022".

The **Agreement period** may be extended for a further period at the discretion of both the parties in writing with mutual consent.

3. OBJECTIVE AND SCOPE:

CBM India Trust and IUCTE, RIEM have mutually agreed to jointly implement the project 'Delivery of short term certificate courses for teachers on inclusive education' with an objective of introducing inclusive education in the in-service teacher training programme of IUCTE, RIEM.

Scope:

IUCTE will be undertaking the pre-service and in-service training programmes for teachers on inclusive education, to be done in collaboration with CBM India Trust and the Regional Institute of Education Mysore.

They will train in-service teachers in curriculum designing, subject and pedagogical competencies, research competencies, ICT competencies etc. They will also network with the North East Regional Institute of Education (NERIE) in this regard and also to disseminate the trainings in the North East region. NERIE had already provided their consensus to work on the development of training modules.

4. EXPECTED OUTCOME OF THE AGREEMENT

Please refer to the Terms of Reference (Annexure A) for details about the scope and objective of the project/activities, duration, deliverables, roles & responsibilities, budget break-up and reporting requirements.

5. NON-FINANCIAL TERMS

There will be no financial consideration/transaction between IUCTE, RIEM and the CBM.


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All expenses and cost incurred with respect to the deployment of personnel towards the Project and organising meeting/workshop/training (Expenses) shall be borne solely by CBM.

6. INDEPENDENCE

The parties are and shall remain independent and nothing herein shall be deemed to cause this Agreement to create any agency, employment, partnership, joint venture or other relationship between the parties. Neither party shall have any authority to bind the other to any matter or undertaking.

7. CONFIDENTIALITY

Both parties acknowledge that the information not generally known outside of the organization concerning or relating to the system of working, research, and the management system of the organization, including, without limitation the general function of the organization, findings, reports inventions, discoveries, developments and improvements disclosed to IUCTE, RIEM and/or CBM or written, invented, made or conceived by the parties under this agreement is confidential and of great value to both the parties.

Both parties agree not to divulge to anyone any such information obtained or developed by IUCTE, RIEM and/or CBM without the prior written approval of both parties.

8. PUBLICITY & PUBLIC INFORMATION

Any news release, public announcement, advertisement or publicity proposed to be released by either parties concerning this Agreement shall be subject to the prior written approval of both parties.

9. OWNERSHIP

All rights title and interest in and to any programs, systems, data and materials, shall be the joint property of CBM and IUCTE, RIEM. Both parties may acquire any rights, title or interest therein on the information/systems developed or obtained by them during the term of this Agreement.

10. DAMAGE/VIOLATION

Both parties acknowledge that any breach of the terms of this agreement could cause irreparable damage to both the parties for which remedies at law could be inadequate. In such situation, both parties will have the right to obtain, in addition


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to all other remedies, such injunctive and other equitable relief from a competent court of law as may be necessary to prevent any violation of this agreement.

11. INDEMNIFICATION

Either Party agrees to defend, indemnify and shall accordingly hold harmless the other Party, its directors, officers, employees, agents and affiliates ("**Indemnified Persons**") from and against any losses or liabilities caused by the defaulting Party, its directors/trustees, officers, employees or agents ("**Personnel**") and from all claims, damages, consequences, exposure, outgoings, prejudices, costs, taxes, duties, penalties and interest thereon or expenses of any kind, including reasonable attorney's fees and legal costs (incurred whether in protection or defence) which may be incurred by or asserted against the Indemnified Persons on account of or arising out of or resulting from the acts or omissions of the defaulting Party and/or its Personnel, any bodily injury or destruction of tangible property, any claims for breach by the defaulting Party of any of its obligations contained in this Agreement or any violation of applicable laws

12. INSURANCE & OTHER COMPLIANCES

- (i) Both parties agree that its Personnel have the necessary experience, skill, knowledge, expertise and competence to undertake the activity, hold such licenses, permits or registrations as are required under any Law to undertake the activity.
- (ii) Both parties at its own expense and at all times comply with all laws, rules, regulations, decrees and/or official government orders of India or of any authority which now or may in the future become applicable to Partner Organisation's business, equipment, and personnel.
- (iii) Both parties have and shall maintain all licenses, authorizations and regulatory approvals which may be required from time to time to undertake the duties and obligations under this Agreement.

13. ADHERENCE TO CBM POLICIES

CBM has formulated a policy on prevention of Sexual Harassment of Women at the workplace as per the provision of the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013. CBM has also formulated a Safeguarding Policy for Children & Adults at Risk & Code of Conduct. RIEM hereby undertakes to abide by provisions of policies mentioned herein. **(Annexure B)**


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14. ANTI-BRIBERY

RIEM shall not, and shall ensure that its Personnel shall not, under any circumstances, indulge in corrupt practices or activities. Indulging in corrupt practices would constitute a material breach of this Agreement. This shall include, without limitation, offering money or gifts of any kind and value, either directly or indirectly, to any individual, entity or government official to influence such the actions practices, behavior or judgment of such individual, entity or government official to secure an unfair advantage in any matter directly or indirectly relating to the Project in violation of the Prevention of Corruption Act, 1988 as amended from time to time. If IUCTE, RIEM becomes aware of any such incident during the Agreement Period involving its Personnel, it shall promptly report the same to CBM.

15. TERMINATION

This agreement shall be valid for the period as mentioned in the Duration clause. Both the parties may terminate this agreement in writing at any time during the agreement period, with a notice of one month.

The termination of this agreement by either party shall not affect the obligation of either party under any than the existing assignment issued hereunder and unless both parties agree otherwise, any assignment shall continue in effect as though this agreement had not been terminated and was still in effect concerning the said assignment.

16. FORCE MAJEURE:

Both parties shall be excused from performance and shall not be liable for any delay in delivery or non-delivery, in whole or in part, caused by the occurrence of any contingency beyond the control of parties including, but not limited to, natural calamity, civil disobedience, riots, fire accident, diplomatic impasse and Act of God. Both parties shall however make all reasonable efforts to render the Services once the event ceases to exist.

17. GOVERNING LAW

This agreement shall be construed and the legal relationship between the parties hereto shall be determined under the laws of India as existing at the time of acceptance of the agreement and disputes if any shall fall within the jurisdiction of the court of law located in Bangalore, Karnataka State, in India.


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18. DISPUTE RESOLUTION & ARBITRATION

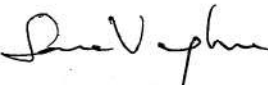
- (i) All or any disputes or differences arising from this agreement or any matter connected therewith shall be settled amicably between the Parties.
- (ii) If no amicable settlement is arrived at within 30 days from the date of reference of dispute/difference by either Party to the other Party, then any Party may refer the dispute to the sole arbitrator to be nominated and appointed in mutual agreement. All arbitration proceedings shall be conducted in English following the provisions of the Arbitration & Conciliation Act, 1996 & the Rules made thereunder. The place of the arbitration shall be at Bangalore.
- (iii) The arbitration award shall be final and binding upon the Parties and each Party will bear its own costs of arbitration and equally share the fees of the arbitral tribunal.
- (iv) All disputes shall be at exclusive jurisdiction of the courts at Bangalore

19. AMENDMENTS

This agreement may only be amended in writing signed by duly authorised representatives of each of the parties, which shall be attached to and incorporate into this agreement.

20. CONTACT PERSONS

For CBM India Trust



Dr Sara Varughese
Managing Trustee

For IUCTE, RIEM

Prof. Y. Sreekanth
Chief Co-ordinator IUCTE and Principal RIEM

21. NOTICES

All Notices required to be given hereunder shall be deemed to be received only when given in writing and mailed by registered mail courier, return receipt requested and addressed to the respective parties as follows:


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If to the CBM India Trust

Dr Sara Varughese
Managing Trustee
#140, "Commerce Cube"
3rd Floor, 5th Main, Chamarajpet,
Bangalore - 560 018

If to the IUCTE, RIEM

Prof. Y. Sreekanth
Chief Coordinator IUCTE and Principal
Regional Institute of Education(NCERT)
Manasagangothri,
Mysuru - 570006 Karnataka.

22. COUNTERPARTS

This Agreement shall be executed in duplicate, both of which shall be deemed to be an original, and together shall constitute the same instrument

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorised representatives, on the date and year as under for the duration first above written.

For **CBM India Trust**

For **IUCTE, RIEM**

Place: Bangalore

Place: Mysuru

Dated: 29.04.2022

Dated:

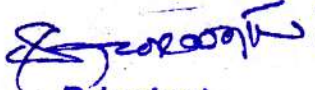
For CBM Internal:

Responsibility from CBM	Name: Umesh Baurai
Department	Designation: Head - CBID
Responsibility from CBM	Mr Venkata Gopalakrishna, Finance
Finance Department	Manager
Budget Approval:	P4278-2022 - Parwaaz
Reference No.	IT/FC/NF-MOU/013/22-23/RIEM

Enclosed:

Annexure A - Terms of Reference

Annexure B - CBM Policies zip file shared separately


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Annexure A:

Terms of Reference (TOR)

1. About the project

CBM India Trust and RIEM have mutually agreed to jointly implement the project 'Delivery of short term certificate courses for teachers on inclusive education' with an objective of introducing inclusive education in the in-service teacher training programme of IUCTE, RIEM.

1. Scope:

The Inter-University Centre for Teacher Education, which is under the Regional Institute of Education Mysore will be undertaking the pre-service and in-service training programmes for teachers on inclusive education, to be done in collaboration with CBM India Trust and the Regional Institute of Education Mysore.

They will train in-service teachers in curriculum designing, subject and pedagogical competencies, research competencies, ICT competencies etc. They will also network with the North East Regional Institute of Education (NERIE) in this regard and also to disseminate the trainings in the North East region. NERIE had already provided their consensus to work on the development of training modules.

2. Duration:

The grant amount will be available for project implementation over a period beginning from **1st April 2022 and ending 31st March 2023 (Project Period)**.

The **Project period** may be extended for a further period at the discretion of both the parties in writing with mutual consent

3. Role and Responsibilities

IUCTE, RIEM:

- Shall provide permissions to implement the planned activities by the Consultant.
- Provide a coordinating officer from IUCTE, RIEM who could be the point of contact for due approvals and reporting, provide authorisation to implement the planned activities.
- Support in providing the required space and adequate facilities to set up and operate the programme support unit within the premises of IUCTE, RIEM


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- Permission to access resources of IUCTE, RIEM such as office utilities and departmental linkages for the purpose of the project
- Support in conducting workshops and training programmes within the scope of the project.
- Ensure that CBM is included in the main meetings/programmes of the department
- Support in developing the self-learning materials
- IUCTE, RIEM will incorporate disability inclusion into the training modules.
- Shall provide technical experts to develop training modules for 2 days orientation programme and 6 months' certificate courses
- Support in conducting research study by CBM to promote evidence base for inclusive education and learning outcomes of children with disabilities.
- Support in developing a pool of resources at the state level on inclusive education.
- Participate in the review and project monitoring processes and all such review activities, with prior notice.

CBM:

- CBM shall pay for consultant services, travel and other out of pocket expense pertaining to the project
- Shall organise the workshop and training programmes in coordination with IUCTE, RIEM and expenses towards the same shall be borne by CBM or with minimum support with the collaborating agency. Also explore funding opportunities through local CSR.
- Shall hire a research agency/ consultant for research and support for the programme.
- CBM shall provide resource material and technical expertise for developing the inclusive education teacher training programme at the IUCTE, RIEM.
- Participate in the review and project monitoring processes and all such review activities, with prior notice.

4. Terms of Payment

- There will be no financial consideration/transaction between IUCTE, RIEM and the CBM.
- All expenses and costs incurred with respect to deployment of personnel towards the Project and organising meeting/workshops/trainings ("Expenses") shall be borne solely by CBM and collaborating agency.

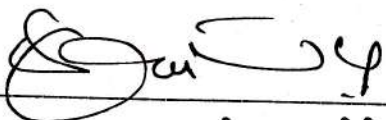
5. Timeline

Activities	Timeline
Develop the 2 days awareness training material on IE	April - June 2022
Complete pilot training and revise the 10 days training, material based on the feedback received	By July 2022
Develop 6 months certificate course on IE as per the need	As per the need
Conduct the 2 days awareness programme (in various batches)	July to Dec 2022
Conduct 10 days Orientation Programme for In-service Teachers on Inclusive Education	Aug to Dec 2022
Conduct 6 month certificate course for In-service Teachers on Inclusive Education (if material developed)	As per the need
Research study	Aug - Sep 2022
Develop a monitoring and evaluation plan	June 2022

5 Signatures

This agreement is undertaken in a spirit of trust, co-operation, and collaboration between the two parties, for the achievement of the larger goal of inclusive development of persons with disabilities in our communities.

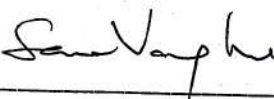
For IUCTE, RIEM

Signature:  Date: 3/5/22

Name: Prof. Y. Sreekanth
प्राचार्य, आर.आई.ई. और
मुख्य-समन्वयक, आई.यू.सी.टी.ई.

Designation: Chief Coordinator IUCTE and Principal RIE, Mysore
Principal, RIE &
Chief-Cordinator, IOCE

For CBM

Signature:  Date: 29/04/22

Name: Dr Sara Varughese

Designation: Managing Trustee


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