

Kendriya Vidyalaya Sangathan

&

Intel® Teach Program

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is made on 24-11-2009 between Intel Technology India Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 23-56P, Deverabeesanahalli, Varthur Hobli, Outer Ring Road, Bangalore-560 103 (hereafter referred as "Intel" )

AND

Kendriya Vidyalaya Sangathan (hereafter referred as KVS), having its office at 18 Institutional Area, Shaheed Jeet Singh Marg, New Delhi - 110602 represented by Mr. Ranglal Jamuda, Commissioner, who is duly authorized to enter into this MOU.

WHEREAS;

- A. Intel is one of the indirect subsidiary of Intel Corporation, USA which is one of the supplier of hardware and software products and platforms to the computer and communications industry worldwide;
- B. KVS represents that the intents and purpose of this MOU will be effectively implemented in letter and spirit with all the Kendriya Vidyalayas for implementation of the present understanding entered into with Intel through this MoU.

1.0 PURPOSE OF THIS MoU :

The objective of the MOU is to support KVS in their vision of using Information & Communication Technology (ICT) effectively to facilitate enhanced learning environment in their schools in order to prepare the students for the knowledge economy.

This vision will be supported by Intel by implementing the Intel® Teach Program which helps teachers understand how, when, and where to bring technology tools and resources into their classrooms. The program is centered on Intel's belief that "computers aren't magic - teachers are." This program trains teachers to create a student-centered learning environment that promotes the creation of 21<sup>st</sup> century skills such as critical thinking, problem solving and collaboration.

The same can be achieved by -

- a) Supporting the KVS vision of nurturing schools of excellence by sharing innovative Information & Communication Technology (ICT) integration models.
- b) Conducting capacity building workshops for Principals and Teachers using latest/relevant Technology Tools available in KVS schools.
- c) Helping Teachers discover how to turn the power of Information and Communication Technology (ICT) into teaching strategies that captivate the students, motivate them, and ultimately move them towards effective learning - using the Intel Curriculum Assets.
- d) Helping KVS teachers in using the Internet Resources effectively for Communication, Collaboration & Research

## 2.0 Role & Responsibilities- Intel:

To achieve these objectives Intel team to conduct the following activities:

- a) Work closely with the "ICT Task Force" as formulated by KVS, both at the Regional and National level.
- b) Share best practices with KVS for conducting an Online School Survey to ascertain the needs & gaps on the ground.
- c) Support KVS in formulating the strategies based on the Online Survey Analysis done.
- d) Conduct Principal Leadership Technology Forums and/or Technology Plan Workshops for the Principals using Teleconferencing/Webinars facilities available at KVS.

- e) Conduct capacity building workshops for Master Teachers (subject and ICT) on latest/relevant Technology Tools using Intel Curriculum Assets:
- o Teach Online Course - 42-hours Online Course for the teachers to empower them to effectively utilize Web technologies
  - o Project Based Approaches (PBA) Course - (24 hrs) both Online & Offline for the teachers to facilitate/implement project based learning methodology with their students.
  - o Assessing Projects & Designing Effective Projects - (12 hrs) to provide guidelines and models for creation and assessment of the Projects created by the students
- f) Support KVS vision of nurturing selected model/smart schools by facilitating them to strengthen institution processes & learning environment using ICT effectively.
- g) Facilitate KVS with effective ICT Usage models to be emulated by the schools and teachers across all KVs.
- h) Encourage KVS in organizing contests for effective usage of Internet for communication & collaboration - Website & Blog Contests.

### 3.0 Role and Responsibilities of Kendriya Vidyalaya Sangathan

- a) KVS to form "ICT Task Force" comprising of Regional Directors, Education Officers, Principals, PGT Computer Science Teachers & Subject Teachers at Regional or National level (as found appropriate by KVS). The objective of the "ICT Task Force" would be to formulate innovative strategies & policies making effective use of ICT Tools to enhance their schools learning environment.
- b) KV to conduct a School Online Survey to ascertain the needs & the gaps on the ground and analyze the feedback.
- c) ICT Task Force & Intel to plan strategies for ICT integration in the schools based on the analysis of the School Online Survey
- d) KVS to arrange and coordinate for Principal Leadership Technology Forums and/or Technology Plan Workshops for the School Leaders for all KVs using Teleconferencing/ Webinars tools.

e) KVS to provide support for Professional Development Programs and Enhancement Workshops for Teachers

- KVS to provide logistic support to the schools/ master teachers for the training:
  - Identify Principals/Teachers; communicate with them;
  - Schedule training dates & their travel; make training venue available (as per specifications of the training)
  - Ensure master teacher and participant teacher attendance by communicating with the schools
  - Ensure the participation of the rest of the teachers in the school as "Participant/ Teachers" Training by the Master Teachers trained by Intel.
- KVS to do the monitoring & take feedback from the schools.

f) KVS to upload the Digital Resources & Projects on their website, subject to the necessary approval from Intel for using Intel's logo as per the prevalent guidelines.

KVS to ensure the effective integration & implementation of Technology Supported Project Based learning

- g) KVS to encourage & support ICT Contests (Digital Portfolios, Blog Contests, Website Contests) amongst Schools, Teachers and Students
- h) KVS to support the teachers to make effective use the available technology in their teaching and learning leading to enhancement of student learning.

#### 4.0 Resource Materials:

- a) Intel to share relevant Intel Teach Curriculum assets for the Online and Face to face trainings conducted for KVS Principals & Teachers
- b) Intel to provide free access for the online trainings website to all the Master Trainers and Participant Teachers enrolled to the course.
- c) Intel to provide access to KVS for the Digital Portfolios created under the program.
- d) KVS to upload the Digital Portfolios created by their teachers on their Website.

## 5.0 Termination

This MoU will continue in effect for a period of three years from the date of this MoU, or until it is terminated by any of the Parties. Any of the Party may terminate this MoU at any time for any or no reason upon 30 days of written notice to the other Party, or immediately if any of the Party has failed to cure a material breach of this MoU, 10 days after receiving written notice of such breach. The obligation arising under Sections 7.0, 10.0 and 11.0, of this MoU shall survive termination.

## 6.0 Non-Binding Nature:

The terms of this MoU are statements of intent only and is intended only to provide the general principles and key term for initial cooperation, understanding and negotiation between the Parties. This is not a binding agreement between the parties and does not contain all matters upon which agreement must be reached in order for any transaction between the Parties to be consummated, This MoU does not constitute an offer, binding commitment or obligation on either Party, nor shall it be construed as creating a contract or deemed to be a contract of any nature and under no circumstances and no legally binding agreement shall exist until the parties have negotiated, prepared and executed separate individual written agreement(s) establishing the binding obligations of the Parties as approved by each Party's management and legal entities. Intel shall not be under any obligation to ensure performance commitment on behalf of other partners involved in the above programs..

## 7.0 Confidentiality:

During the term and also after the termination of this MoU, the parties to this MoU shall not disclose to any third party any data set forth and classified as "confidential" or "proprietary" for the purpose of execution of this MoU, unless:

- Have obtained written consent from all the other parties;
- Mandated by law or regulations;
- Order by a court of proper jurisdiction as required by the legal procedure; or

- The confidential information has become publicly available, but not due to the violation of the confidentiality obligation as specified under this MoU by
- Employees from any of the parties or its affiliated companies, parent company or related companies.

#### 8.0 Expenses:

Except as specifically set forth in this MOU, each Party will be responsible for its own expenses in connection with all matters relating to this MOU. In no event shall either Party be liable to the other for any damages of any kind whatsoever (even if such Party has been advised of the possibility of such losses or damages) based upon or arising out of either Party's performance of or failure to perform the activities described herein, except for any damages arising from any breach of the non-disclosure provisions herein.

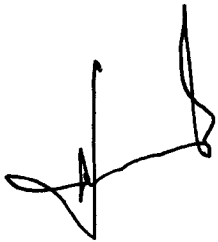
#### 9.0 Relationship of the Parties:

The Parties are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is intended or created by this MoU. Neither Party will make any warranties or representations on behalf of the other.

#### 10.0 Publicity:

Except as may be otherwise stated in this MOU ,or as may be required by law, the Parties agree that they shall seek and receive the express prior written consent of the other Party before they disclose to the public or to any third party the existence of this MOU or the relationship described herein. This is further governed by Indian law and right to information act.

#### 11.0 No Intellectual Property Rights Granted:



Except as explicitly permitted under this MOU, the Parties does not grant either Party any license or other rights to any trademarks, logos, copyrights or other intellectual property of the other Party and use of any such other Party's intellectual property must be governed by a separate trademark license agreement.

#### **12.0 Limitation of Liability:**

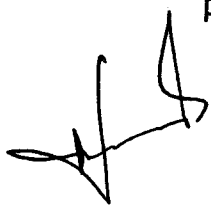
In no event shall either Party be liable to the other for any damages including, without limitation, direct, speculative, indirect, incidental, special or consequential damages in connection with this MOU.

#### **13.0 Non Exclusivity**

Nothing in this MOU shall mean or shall be construed to mean that either Party is at any time precluded from having same or similar arrangements to the one envisaged hereunder with any other person including without limitation any competitor or potential competitor of the other party, subject always to maintaining confidentiality obligations stated herein.

#### **14.0 Entire Understanding; Amendment; Assignment:**

This MoU along with the Annexures sets forth the entire and final understanding and agreement of the Parties, and supersedes any and all oral or written agreements or understandings between the Parties, as to the subject matter hereof. No amendments or modifications shall be effective unless in writing and signed by authorized representatives of all the Parties. The waiver of a breach of any provision of this MoU will not operate or be interpreted as a waiver of any other or subsequent breach. No right, duty or obligation under this MoU may be assigned, delegated, factored or subcontracted in any manner by any of the Party without the prior written consent from all the other Parties , except that Intel may assign its



rights or delegate its duties to one or more direct or indirectly-owned subsidiaries of Intel.

#### 15.0 Warranties Disclaimed:

The Parties disclaim all warranties of any kind (including all express, implied and statutory warranties, and all conditions of merchantability, fitness for particular purpose, and any warranty of non-infringement of any intellectual property of any third party) in connection with this MoU and any related products, technologies, or services. Each party shall be solely responsible for the quality, warranty and functionality of its own products and services.

#### 16.0 Notices:

All notices shall be directed in writing to the following individuals (or their successors):

For Intel

Name: Mrs. Valsa Williams

Designation: Head - North and East

Corporate Affairs Group Intel Technology India Pvt. Ltd.

Upper Ground Floor, Block E, International Trade Tower

Nehru Place New Delhi 110019 India.

Direct No : +91-11-41226025 / Fax : +91-1141226055

Email: valsa.williams@intel.com

For Kendriya Vidyalaya Sangathan :

Name: Mr. Ranglal Jamuda

Commissioner, KVS

Address:

Kendriya Vidyalaya Sangathan,

18, Institutional Area,

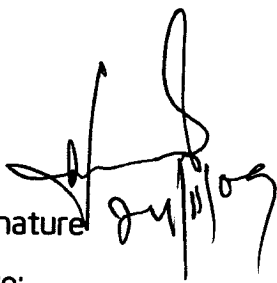

Shaheed Jeeat Singh Marg, New Delhi - 110602



**17.0 Choice of Law:**

This MoU shall be governed by and construed in accordance with the laws of India without reference to principles of conflict of laws and the parties irrevocably submit to the exclusive jurisdiction of the Courts in Bangalore for any action or proceeding regarding this MoU.

IN WITNESS WHEREOF the Parties hereto have set their respective hands to this MOU, in duplicate, each treated as an original, on the day, month and year first herein above written.


<b>For and on behalf of Kendriya Vidyalaya Sangathan</b>	<b>For and on behalf of Intel Technology India Pvt., Ltd</b>
Name: Mr. Ranglal Jamuda Designation: Commissioner Address: Kendriya Vidyalaya Sangathan, 18, Institutional Area, Shaheed Jeet Singh Marg, New Delhi - 110602	Name : Mr Rahul Bedi Designation: Director, Corporate Affairs South Asia, Address: Intel Technology India Pvt. Ltd No.23-56P, Devarabeesanahalli, Outer Ring Road, Varthur Hobli, Bangalore South Taluk, Bangalore-560037
Signature  Date:	Signature  Date: 24/11/09

WITNESS

OK TO SIGN	
20/11/2009	V. J. J.
DATE	LEGAL

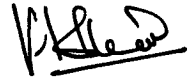
For and on behalf of  
Kendriya Vidyalaya Sangathan

For and on behalf of  
Intel Technology India Pvt., Ltd

  
24/11/09

Signature M. M. JOSHI  
Date: DC CAC9d

VALSA WILLIAMS.

Signature   
Date: Nov. 24, 2009.