

Memorandum of Understanding

Between

Brillio Foundation

And

Sikshana Foundation, a unit of Sivasri Charitable Trust

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“**MoU**”) is made on **03rd Apr 2023** (“**Effective Date**”)

BY AND BETWEEN

Sikshana Foundation, a unit of Sivasri Charitable Trust a Trust/Society registered under the legislation and registered with the Sub Registrar, Bengaluru with registration number **No. 699/96-97, Book-IV, Volume 181** dated **24th July 1996** and having its registered office / principal place of business at **#113, Lalbagh Cross Road, Krishnappa Layout, Bengaluru-560027** hereinafter referred to as “**Sikshana Foundation**” (which expression shall be deemed to mean and include its successors and permitted assigns)

AND

Brillio Foundation is a Trust established by Brillio Technologies Private Limited for the purpose of undertaking the projects, programs or activities specified in Schedule VII of the Companies Act, 2013, as amended from time to time, (“**Companies Act**”) having its Principal Office at 4th Floor, Bren Optimus, No. 4/2 Dr. M.H. Marigowda, Bangalore 560029 Karnataka, India hereinafter called as “**Brillio Foundation**” (which expression shall unless excluded by or repugnant to the context mean and include its successors and assigns).

Sikshana Foundation, a unit of Sivasri Charitable Trust and Brillio Foundation are hereinafter individually referred to as ‘Party’ and together as ‘Parties’.

RECITALS

- A. WHEREAS **Sikshana Foundation, a unit of Sivasri Charitable Trust** is an Trust/Society registered in Bengaluru, works with the objective to create a solution to improve quality of public education in India by empowering the existing system with minimal and cost-effective input with strong measurement and evaluation system resulting in a scalable and replicable model with appropriate use of technology.
- B. Whereas Brillio Foundation is a Trust setup by Brillio Technologies Private Limited, its settlor, for the purpose of undertaking the projects, programs or activities specified in Schedule VII of the Companies Act, 2013, as amended from time to time, (“**Companies Act**”)
- C. Whereas Name has represented to Brillio that it has setup and currently operates **Brillio-Sikshana Scholarship Program**” (hereinafter referred to as ‘**Project**’) and has requested Brillio to support the Project.

Problem Statement:

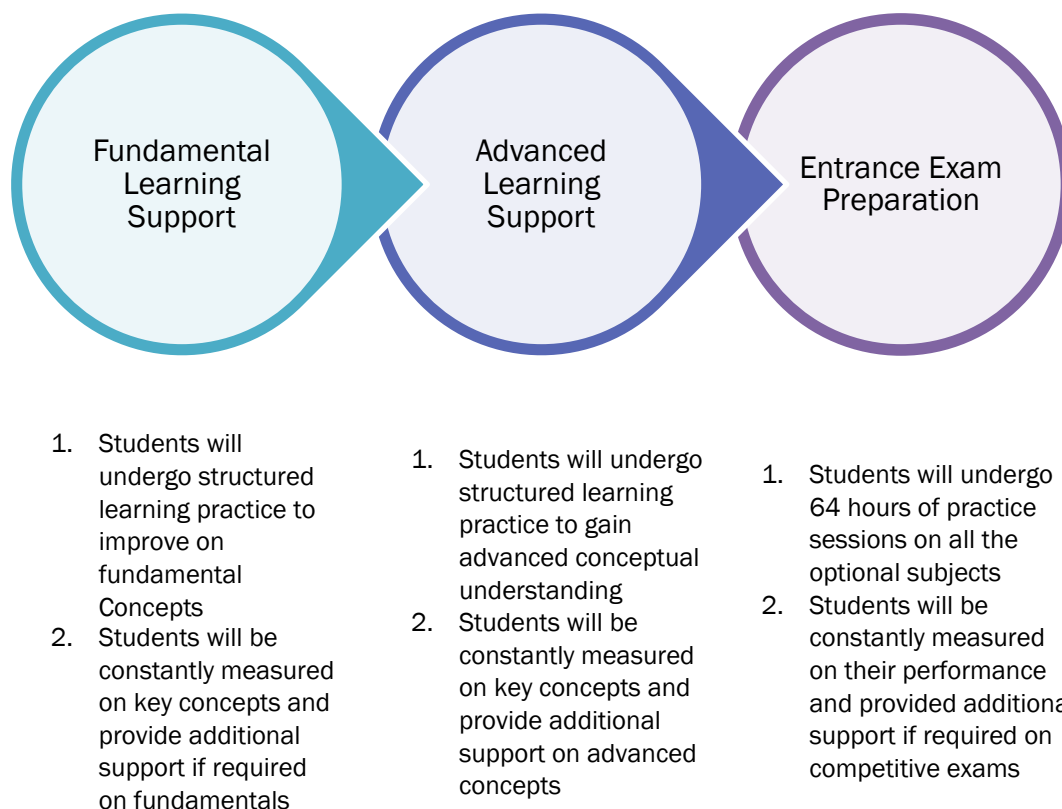
In most of rural and semi urban region due to family economic conditions girls and women education take a back seat. Lack of awareness, ignorance and patriarchy would deprive the basic rights of the girl child in most cases. In most of the places even today, women or girl child are treated as second-class citizens in the society, they are forced to marry at a tender age because of religious, cultural and traditional beliefs this in turn is resulting in low women or girl child participation beyond schools/per-university. Also, it is evident that in many cases, girl child gets the last priority

of choosing their subject of interest in continuing their education and may limit themselves continuing their education in the non-STEM subjects. The shortfall of women is prominent in the whole STEM majors across the globe. In many cases girls have generally outperformed boys in academics, but when it comes to those who take up technical courses in later life, the number of women become miniscule, only a small percentage of women who do pursue science convert it into a career. Participation of women in Science and Technology is not only an important aspect in social and economic development of the nation; it is very critical constituent in the process of improving the quality of life of women themselves. Based on the survey input (*IIT Bombay Ref: women in engineering education in India Dr Seema - 109258*) focused on analyzing the status of women in engineering education, it was found that women engineers are as good as male counterparts in their technical skills, interpersonal skill. However due to lack of support most of them result in completion of course and not converting it into career.

Lack of support from the family in providing an additional support for coaching for a girl student is high in rural and semi-urban region leading to low participation of girls in taking an entrance into Engineering and Medical courses. Also, rural setup fails to provide a conducive learning support for students to excel in their education to take an entrance into professional courses.

Proposed Program:

Considering the need for special coaching for underserved girls from the rural and semi-urban region, the Sikshana Foundation, a unit of Sivasri Charitable Trust is offering a unique program to support them with special coaching to improve their quality of education and prepare them to qualify in the entrance exams to take an entrance into professional courses. Sikshana Foundation, a unit of Sivasri Charitable Trust is working closely with government schools over decades and understand the key challenges associated among the students and specially with the girl child when it comes to enrollment into higher education.



Key Objectives of the program are:

- To provide subject wise academic support to students through expert faculty
- Volunteers (Brillio) involvement in providing a career choice options for students
- Motivate, engage & empower the girls through education support, peer interaction, discussions and community engagement.
- Involve the parent community in the holistic development of the child and encourage them to contribute to overall progress of the child.
- Develop 21st century skills such as 4 Cs- Critical thinking, Creativity, Collaboration Skills & Communication Skills in the Girls to make them industry ready.
- Constant mentorship to help students gain required competencies to clear CET/NEET and other similar competitive exams.

Proposed Coaching Sessions:

Shortlisted student under the proposed program will undergo weekend sessions conducted by the experts during the entire academic year. Additionally, students will be provided with the learning materials to help them gain more conceptual knowledge as required for them to qualify in the exams.

Expected Outcomes:

1. 85% of the students clear their board exams
2. 25% of the students secure distinction in the PU board exams
3. 25% of students are able to score well in CET/NEET and other similar competitive exams and take admission in tire-2 colleges.

Student Selection Process:

1. Students with 90% and above aggregate in the SSLC exam
2. Students enrolled in the first year of a government science college pursuing PCMB/E/Cs
3. Students belonging to EWS with a family income of less than 2 lakh

D. Whereas Brillio Foundation is, basis the representations of Name, desirous of supporting the Project for a period of One (1) year ("the **Term**") from the Effective Date of this MOU for an amount not exceeding INR 37,52,632/- (**Thirty Seven Lakh Fifty Two Thousand Six Hundred and Thirty Two** only) budget breakup is shown in the **Annexure I**, subject to the terms of this MoU.

E. WHEREAS the Parties now desire to capture their understanding in this MoU in relation to Brillio's support towards the Project.

The parties to this MoU in consideration of the mutual covenants set forth herein and subject to the terms and conditions set forth in this MoU agree as follows:

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS UNDER:

1. Grant

- 1.1 Name has represented to Brillio that it will require an amount of INR **37,52,632** /-(Rupees **Thirty Seven Lakh Fifty Two Thousand Six Hundred and Thirty Two** only) (hereinafter referred to as 'Grant Amount') to set up and operate the Project during the Term.
- 1.2 Brillio Foundation has, basis the above representation of the **Sikshana Foundation**, hereby agrees to provide the Grant Amount to **Sikshana Foundation, a unit of Sivasri Charitable Trust** towards setting up and operating the Project.
- 1.3 The Grant Amount will be disbursed by BRILLIO as per the details set out in **Schedule – I** of this MOU.
- 1.3 **Sikshana Foundation, a unit of Sivasri Charitable Trust** hereby agrees to use the Grant Amount solely towards setting up and/or operating the Project during the Term.

2. Representations and Warranties

- 2.1 Each party represents and warrants to the other party that:
 - a. It has full power and authority to execute, deliver and perform its obligations under this MoU;
 - b. The execution and delivery of this MoU will not result in breach of its constitutional documents and/or default under the laws to which it is bound; and
 - c. The execution and delivery of this MoU will not result in breach of any terms and conditions of any agreement to which it is a party.
- 3. Any government/statutory taxes/levies like service tax applicable now or hereafter shall be borne and paid by each party as applicable.
- 4. **Additional Representations of Sikshana Foundation, a unit of Sivasri Charitable Trust**
 - 4.1 **Sikshana Foundation, a unit of Sivasri Charitable Trust** is registered with Charity Commissioners office dated **24th July 1996** and Bearing no. 699/96-97, Book IV, Volume 181 under the Income Tax Act and has been granted the certificate under Section 80G of the Income Tax Act, 1961 vide letter no DIT(E) 28th May 2021 dated Order No AADTS1642MF20214 and CSR registration (CSR Form 1) number bearing CSR00000155 as issued by Ministry of Corporate Affairs dated 02/04/2021 and is valid and subsisting as on date.
 - 4.2 Name represents to Brillio that it has the necessary expertise, facilities, manpower and resources to setup and operate the Project and achieve the outcome as agreed between the Parties in terms of this MOU.

5. Rights and obligations of Sikshana Foundation

- 5.1 **Sikshana Foundation, a unit of Sivasri Charitable Trust** shall utilize the Grant Amount only towards the Project and only for the purposes as agreed to by Brillio Foundation.
- 5.2 **Sikshana Foundation, a unit of Sivasri Charitable Trust** acknowledges that the Project will be funded solely by Brillio Foundation and that no other funder is and will be sought to fund the Project by Name.
- 5.3 **Sikshana Foundation, a unit of Sivasri Charitable Trust** shall maintain proper accounts of the Project including the Grant Amount disbursed and submit a statement of utilisation to Brillio Foundation as mentioned in Schedule II. Brillio Foundation shall have the right to inspect the books of accounts of Name and to run an audit where necessary at any time.
- 5.4 **Sikshana Foundation, a unit of Sivasri Charitable Trust** shall have a professional person to spearhead its accounts functions and to maintain the accounts to be submitted to Brillio Foundation.
- 5.5 In the event of termination of this MoU, **Sikshana Foundation, a unit of Sivasri Charitable Trust** shall not be entitled to transfer the unutilized portion of the Grant Amount for the purpose of any other project/projects and agrees to duly return all such unutilized funds to Brillio Foundation immediately.

6. Rights of Brillio Foundation

- 6.1 Brillio Foundation shall have the right to withhold further payments or instalments of the Grant Amount and/or terminate this MoU if:
- Sikshana Foundation, a unit of Sivasri Charitable Trust** does anything which, in the opinion of Brillio Foundation, brings, or is likely to bring, the reputation of Brillio Foundation, or any member thereof into disrepute; or
 - Sikshana Foundation, a unit of Sivasri Charitable Trust** or any of its employees, consultants or agents is involved in any manner of corruption or bribery or otherwise acts fraudulently or negligently or with criminal intent in the **Sikshana Foundation**; or
 - Sikshana Foundation, a unit of Sivasri Charitable Trust** ceases to have charitable and non-profit status; or
 - Sikshana Foundation, a unit of Sivasri Charitable Trust** is dissolved or becomes insolvent; or
 - Sikshana Foundation, a unit of Sivasri Charitable Trust** commits a breach of the terms of this MoU.

7. Binding Nature

- 7.1 This MOU shall be binding between the Parties.
- 7.2 The terms contained in this MoU shall be construed as a definitive commitment by Brillio and Name to complete the proposed transactions provided for under this MoU.

8. Reporting and Monitoring

Sikshana Foundation, a unit of Sivasri Charitable Trust shall submit quarterly reports on the Project progress as per Quarterly reporting format set out in Schedule III of this MOU. Name

assures Brillio that the Project shall achieve the following outcomes over 2023-2024 financial year/**mention period**:

Below are the key headers used in the reporting format

- a. Background
- b. Program Overview
- c. Program Activity
- d. Story of Change
- e. Provisional Fund Utilization
- f. Annexures (if any)

Activity	Student Exposures	Number of Schools
Onboarding of students from Grade 11 based on the following criteria	<ol style="list-style-type: none"> 1. Student must be from the Govt schools with 85% and above in SSLC 2. Students must be belonging to weak socio-economic conductions with the annual income of the family less than 2 Lakhs 3. Students must from enrolled in government college into science stream (PCMB/E/CS) 	50 Students
Academic - Fundamental Learning Support	<ol style="list-style-type: none"> 1. Students will undergo periodic sessions on improving their fundamentals on core subjects by the experts 2. Access to materials in enhancing their fundamental in core subjects 3. Periodic sessions on doubt clearance by the experts 	50 Students
Academic – Advance Learning Support	<ol style="list-style-type: none"> 4. Students will undergo periodic sessions on improving their fundamentals on core subjects by the experts 5. Access to materials in enhancing their fundamental in core subjects 6. Periodic sessions on doubt clearance by the experts 	50 Students
Entrance Exam Preparation	<ol style="list-style-type: none"> 1. Preparation of students on the CET on key topics of core subjects 2. Mock sessions for students on the core subjects 	50 Students

Assessments	<ol style="list-style-type: none"> 1. Periodic Assessment to measure the students' learning outcomes after end of every concepts 2. Periodic assessments to measure students' performance in CET formats 3. Provide remedial support to improve the learning outcomes 	50 Students
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Measurable indicators are shown in Annexure II

9. Limitation on the liability

Brillio Foundation will not be responsible in any manner whatsoever for the actual implementation of the Project. Brillio Foundation will also not be responsible for any claim, damage, loss or harm that is caused to any person or property, in the implementation of the Project. The total liability of Brillio pursuant to this MOU shall, at any time, be limited to the extent of the Grant Amount already advanced to **Sikshana Foundation**.

10. Term

This MoU shall remain in force and effect for the Term of the Project and may be mutually renewed for a further period, if agreed in writing by both parties.

11. Termination

In the event the Grant Amount is not used for the Project in terms of this MoU, it would be construed as a breach of this MoU and Brillio Foundation shall be entitled to terminate this MoU by giving **Sikshana Foundation, a unit of Sivasri Charitable Trust** a prior written notice of 30 days. In the event of such a Termination, the portion of the Grant Amount utilized not in accordance with this MOU and the unutilized portion of the disbursed Grant Amount shall be returned by **Sikshana Foundation, a unit of Sivasri Charitable Trust** to Brillio Foundation immediately.

12. Indemnity

Sikshana Foundation, a unit of Sivasri Charitable Trust confirms that Brillio Foundation shall not be liable or responsible in any manner for any act of **Sikshana Foundation**, and **Sikshana Foundation, a unit of Sivasri Charitable Trust** hereby agrees to indemnify and keeps indemnified and holds Brillio Foundation, its directors and employees harmless from and against all or any loss, damage, charges, costs and expenses that may be incurred or suffered by Brillio Foundation or any one of its directors and employees on account of any claim made by any person directly arising out of Brillio Foundation's association with the Project.

13. Exclusivity

The parties agree that this MoU shall be exclusive only for the Project and that the Parties may work with other persons/organizations for other projects.

14. Dispute resolution and Jurisdiction

- 14.1 The provisions of this MOU shall be governed by, and construed in accordance with Indian law, and any dispute, controversy or claims arising out of or relating to this Memorandum of Understanding shall be settled by Arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be held in Bengaluru and the language of the proceedings shall be English.
- 14.2 Subject to the provisions of arbitration as mentioned above, this Agreement shall be subject to the jurisdiction of the Courts at Bengaluru.
- 14.3 In the event of execution of the Project as specified above gets delayed for external reasons beyond control, the parties may extend the time for completion of job as mutually agreed but subject to the written undertaking from **Sikshana Foundation, a unit of Sivasri Charitable Trust** to confirm the completion of Project in specified reasonable time limit.

15. Notices

Any notice or other communication required or permitted to be given hereunder shall be in writing and dispatched by hand delivery or Registered Post Acknowledgement Due (RPAD) or by courier to the address specified below, or transmitted to the facsimile number specified below, and shall be deemed sufficiently made or given on the date of delivery if delivered by hand, or on the date of mailing if dispatched by registered post acknowledgement due or by courier or on the date the facsimile was sent, to the address listed below. Either party may change its address or facsimile number, by written notice to the other.

For Brillio Foundation
Kind attn.: Abhishek Ranjan, Head- CSR
4th Floor, Bren Optimus,
No. 4/2 Dr. M.H. Marigowda,
Bangalore 560029 Karnataka, India
Karnataka Tel: 080-6600 7000

For **Sikshana Foundation, a unit of Sivasri Charitable Trust**
Kind attn.: **Prasanna Vadayar, CEO**
#41, KR Road
Basavanagudi,
Bengaluru - 560004
Tel: +91-080-2662-9890

16. Relationship of Parties

This relationship shall not constitute any partnership between the parties, nor, except as expressly set out in it, constitute any party as the agent of another party, nor shall any party have the right or authority, to assume, create or incur any liability or obligation, express or implied, against, in the name of, or on behalf of the another party.

17. Miscellaneous

A party shall not assign or transfer this MoU or any rights or obligations under this MoU without the prior written consent of the other party. This MoU shall only be amended, if in writing signed by an Authorized representative of each Party. The headings in this Memorandum of Understanding have been included solely for ease of reference and shall not be considered in the interpretation or constructions of this Memorandum of Understanding. If any clause/part of this MoU is declared/discovered to be illegal, remaining part/clauses will be effective and binding.

<Signature page follows>

IN WITNESS WHEREOF, the parties hereto have set and subscribed their respective hands the day and year first hereinabove written.

For and on behalf of
Brillio Foundation

Name:

Title:

Witness:

Name:

Contact Details:

For and on behalf of
Sikshana Foundation

Name: Prasanna Vadayar

Title: CEO

Witness:

Name: Naveen Chikkanna

Contact Details: +91-9880977051

Schedule – I**FUND REQUIRED FOR COMMENCEMENT OF PROJECT**

Tranche	Amount	Description
I – 85%	31,89,737	Upon signing the agreement
II – 15%	5,62,895	Oct 2023

Schedule II

Schools & No. of beneficiaries (attach the table with beneficiary details)

Students will be shortlisted from the science college around Bengaluru City or Kanakapura Taluk.

Schedule III**Quarterly reporting format**

Q1	Jul 2023
Q2	Oct 2023
Q3	Jan 2024
Annual Report	Mar 2024

Annexure I :-

Location	Bengaluru/Kanakapura		
Total Project Budget	₹ 37,52,632		
No. of Students	50		
Brillio Sikshana Scholarship Program	Estimated Cost/year		Description
	Amount	In %	
Coaching Scholarship, Learning material and Transportation	₹ 30,00,000	80%	Scholarship per student per year for special coaching including the learning materials and transportation
Sikshana Brillio - Pragati Event	₹ 1,00,000	3%	Launch and Culmination event engaging all the key stakeholders.
Scholarship Coordinators (Student tracking and mentoring)	₹ 3,00,000	8%	Scholarship Coordinator involved in tracking the program’s progress and regular interaction with the students, parents, and college authorities. Track the student’s performance and coordinate with the volunteers from Brillio in conducting the sessions for students. Apportioned cost for the management team to provide necessary guidance and inputs for effective program execution.
Device - Scholarship Coordinator	₹ 45,000	1%	Device to equip scholarship coordinators to effectively manage the program and keep track of students’ progress and manage the program reporting and documentation
Program Monitoring and Evaluation	₹ 1,20,000	3%	
Total Student Input Expenses	₹ 35,65,000		
Admin	₹ 1,87,632	5%	General admin cost at 5% of the overall program
Total Net Expenses	₹ 37,52,632		

Annexure II : -

	Measurables	Description	Frequency	Mode of Assessment	Expected Outcomes
Quantitative	Baseline Assessment	Assessment on the following subjects at the start of the program will be conducted. Assessment will consist of Objective (50%) and Subjective (50%) questions for 25 marks in each subject Physics Chemistry Maths Biology Optional: Electronics & Computer Science	One time (at the beginning of the program) Jun - Jul 2022	Online or In-person	Measure the student performance subject wise
	Periodic Assessments	Periodic assessments will be conducted to measure students learning level at the end of every stage (topic/chapter/units or sub-units) of their learning process	One per month	Online or In-person	1. Measure students performance (topic/chapter/units or sub-units)
	Mock Exam	Mock exams for all subjects will be conducted to measure students performance across multiple mock exams	2 or 3	In-person	% of improvement among the students
	Students Attendance	Individual students attendance tracker will be maintained to ensure students attend all the sessions without fail	Every session	Attendance Tracking	Achieve 95% and above throughout the program
	Academic Performance	Individual students academic performance will be tracked to measure students overall academic excellence	Once a month	College record	1. Compare students performance in the assessment conducted at the college 2. Improvement in the learning level among students month on month
Qualitative	Classroom participation	Sikshana mentors to track the individual students involvement and participation in the in-classroom activities through out the program duration	Once a month	Student rating form	1. Measure the interpersonal skills among the students
	Feedback from Facilitators and Coordinators	Capture the inputs on a periodic intervals	Once a quarter	Student rating form	1. Measure students participation and involvement in the program
	Peer involvement	Peer coordination for effective program execution	Once a quarter	Student rating form	1. Improve students learning abilities through peer model

Annexure – III

Deliverables

- i. Approximate 675 hrs of training time.
- ii. Classroom Session of 90 minutes.
 - a. Option 1 : Monday to Saturday from 5:30 PM to 8:45 PM - 2 sessions per day
 - b. Option 2 : Saturday & Sunday - 2 sessions on Saturday, 4 sessions on Sunday & remaining session when the student moves from 1st year to 2nd year (30 days)
- iii. Program starts from June 2nd week to the end of February every academic year.
- iv. Students shall be given modules (8nos each in P, C, M, B).

- v. Students are given periodic CET pattern Tests.
- vi. Students/Parents can see the test performance of the students through the Student Portal.
- vii. Conduct performance counseling for the students.
- viii. One on One mentoring with students will be conducted periodically.