



Alliance Française

Hyderabad, India

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("**MoU**") is entered into at Hyderabad on
22nd of November 2022

BY AND BETWEEN:

ALLIANCE FRANCAISE OF HYDERABAD, a not-for-profit organization incorporated under the laws of India, and having its registered office at Renuka Enclave, Plot no.4, Aurora Colony, Road No. 3, Banjara Hills, Hyderabad – 500034 acting through its authorized representative (here in after referred to as "**AFH**", which expression shall unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include its successors and assigns) on One Part;

AND

TELANGANA TRIBAL WELFARE RESIDENTIAL EDUCATIONAL INSTITUTIONS SOCIETY, a government establishment incorporated under the Ministry of Welfare, Government of Telangana and having its registered office at TTWREIS, Masab Tank, Hyderabad acting through its authorized representative (herein after referred to as "**TTWREIS**", which expression shall unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include its successors and assigns) of the Other Part.

AF, Hyderabad and *TTWREIS* are herein after individually referred to as "**Party**" and collectively referred to as "**Parties**".

WHEREAS:

1. AFH is a non-profit division organization, part of the Alliance Française Foundation network, a registered society under the law of the State of Telangana and having its registered office at Renuka Enclave, Plot no.4, Aurora Colony, Road No. 3, Banjara Hills, Hyderabad – 500034.
2. AFH aims to provide French classes, French teachers training, translation and interpretation services, as well as cultural programs in

order to foster and facilitate the exchanges between France and India, particularly in the States of Telangana and Andhra Pradesh.

3. TTWREIS is setup with an objective to improve the standards of life of the students belonging to marginalised sections like Scheduled Caste and Scheduled Tribe students by providing them quality and sustainable education in English medium.
4. The Parties are now desirous to enter into this MoU to record their mutually agreed association on the terms and conditions set forth herein.

NOW, IN CONSIDERATION OF THE MUTUAL PROMISES, TERMS, CONDITIONS AND COVENANTS HEREIN CONTAINED, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITION

- 1.1. **"French Language training as per the CEFR to clear Delf examinations for students and training faculty to become French Teachers"** is a joint initiative taken by TTWREIS and AFH to provide capacity building courses as to underprivileged students/ learners through affiliated institutions.

2. TERMS OF MoU

- 2.1. The aim of the program is to impart French language classes to the students and teachers of TTWREIS (A1 and A2) following the Common European Framework of Reference for Languages: Learning, Teaching, and Assessment (CEFR).
- 2.2. The aim is also to train the most successful students and the teachers to become teachers of French for basic level (A1 and A 2), and then up to B2.
- 2.3. The time frame is provided in the annex, and the possible changes in the schedule have to be agreed upon by both the parties.

3. ROLES AND RESPONSIBILITIES

3.1. AFH shall:

Provide the faculty in order to impart the teaching and assessment of French according to the Common European Framework of Reference for Languages: Learning, Teaching, Assessment (CEFR) up to the level A2 over a period of maximum 1.5 year for 25 students.

3.1.2. Provide the faculty in order to train the selected most successful students of A2 to follow the Common European Framework of Reference for Languages: Learning, Teaching, Assessment (CEFR) up to level B2, as well as to follow an initial training to become teachers of French. Number will be agreed upon by both the parties depending on the students' progress.

3.1.3. Provide the learners an access to the online resources which students of AFH are entitled to such as culturethèque.

3.1.4. Invite Campus France to deliver every year an orientation session

3.2. TTWREIS shall:

3.2.1. TTWREIS is responsible for selecting the students/classes to whom the faculty of AFH will impart French language classes.

3.3. TTWREIS shall provide the suitable conditions for the faculty, as well as the learners to hold French language classes: make sure that the students are not busy with other activities, classrooms equipped with a proper internet connection, as well as at least one computer for 2 students for the online classes, and text books arrange computers with internet facility for the online classes and text books.

3.3.1. TTWREIS shall proceed of fifty per cent of the courses fee before the beginning of each new level course, and the fifty per cent remaining two weeks before the last class of the level course.

3.3.2. TTWREIS shall provide the AFH faculty with the transport to the institution where the class are held for face to face teaching.

4. TERM & TERMINATION

- 4.1.** This MoU shall be valid from 22d of November, 2022 and shall remain in force for a period of three (3) years unless terminated by either Party by giving 30 (thirty) days prior written notice to the other Party ("Term").
- 4.2.** The price per hour (as per annexure below) is subject to change according to the inflation rate for the Year 2 (Year 2024) and Year 3 (Year 2025). (I.e. The Price mentioned for Year 2 and Year 3 is an Indicative price which is subject to change as per the prevailing Inflation rates for such years).

5. INTELLECTUAL PROPERTY

- 5.1. TTWREIS shall not use AFH and AF's name, trademark, logo, or slogans without the prior written consent of AFH.

6. REPRESENTATION & WARRANTIES

- 6.1. TTWREIS represents and warrants to AFH that:
- 6.1.1. It shall perform its obligations under this MoU in such a manner as to not adversely affect the reputation and the goodwill of AFH or its associated institutions.
- 6.1.2. It has the legal right, power and authority to enter into this MoU and perform all of its obligations, terms and conditions hereunder; The person executing this MoU on behalf of the TTWREIS represents and covenants that he/she has the authority to sign and execute this MoU on behalf of the TTWREIS.
- 6.1.3. It shall not infringe any third-party rights while performing its obligations under this MoU;
- 6.1.4. Neither the execution nor delivery of this MoU, nor the fulfilment nor compliance with the terms and provisions hereof, will conflict with, or result in a breach of terms, conditions or provisions of, or constitute a default under, or result in any violation of any MoU, restrictions, instrument, order, judgment, decree, statute, law, rule or

regulation to which he is subject, or require any consent, approval or other action by any court, tribunal, administrative or governmental or private body (including any employer);

6.1.5. It has obtained all the required regulatory and other approvals from the appropriate authorities for the execution of this MoU and the performance of its obligations hereunder; and

6.1.6. It has/shall not, nor has/shall any person employed or represented by it, offer, promise to give, give or authorize the paying or giving of anything of value, directly or indirectly, to any government official, political party or official thereof or a political candidate, domestic or foreign ("Government Official") for the purpose of influencing the Government Official's acts or decisions or inducing the Government Official to use his influence with others who affect the acts or decisions of a government, government instrumentality or political party, if this is done in order to obtain or retain business or direct business as required under this MoU.

7. CONFIDENTIAL INFORMATION

7.1. All communications received by the TTWREIS as a consequence of the performance of its obligation under this MoU and all information and other materials supplied to or received by the TTWREIS from AFH, including any information pertaining to UG Foundation's programs or business activities, which is either marked "confidential" or is by its nature intended to be exclusively for the knowledge of the TTWREIS alone, and any information concerning the business transactions or the financial arrangements of UG Foundation or of any person with whom AFH is in a confidential relationship with regard to the matter in question coming to the knowledge of the TTWREIS, shall be kept confidential by the TTWREIS and shall not be used for any purpose other than the performance of its obligations, unless or until the TTWREIS can reasonably demonstrate that it is or part of it is, in the public domain, whereupon, to the extent that it is public, this obligation shall cease.

7.2. Upon expiry or termination, the TTWREIS shall return all Confidential Information in his/her possession to AFH. These provisions of confidentiality shall survive for a period of three (3) years from the termination of this MoU.

8. MISCELLANEOUS

8.1. **Governing Law:** This MoU shall be governed, construed and interpreted according to the laws of India and the courts at Hyderabad shall have sole and exclusive jurisdiction in relation to matters and/or disputes arising out of this MoU.

8.2. **Independent Contractors:** AFH and TTWREIS are independent contractors. Nothing in this MoU will be construed as creating any relationship such as joint venture, partnership, association of persons, employer-employee, principal-agent or franchisor-franchisee. Save as otherwise expressly provided under this MoU, this MoU is not intended to be for the benefit of any third party, and is not enforceable by any third person, and shall not confer upon any third party any right, privilege, remedy, claim or other right.

8.3. **Assignment:** Neither Party shall assign any part or all of this MoU. Any attempt to assign in violation of this Clause is void in each instance.

8.4. **Publicity:** In connection with this collaboration, TTWREIS hereby grants AFH the permission to use its name and logo on the AFH educational platform or website or on marketing material in perpetuity.

8.5. **Notices:** Notices under this MoU are sufficient if delivered by a nationally recognized overnight courier service, speed post with acknowledgement receipt, electronic mail ("e-mail"), or personal delivery at the address of the Party mentioned in this MoU. Notice is deemed delivered: (a) when delivered personally at the time of delivery, (b) in the case of speed post – on the date mentioned in acknowledgement receipt, (c) on the business day after sending by a nationally recognized courier service or day mentioned on the delivery receipt, (d) on the e-mail being sent. A Party may change its notice address by giving notice in writing in accordance with this Clause.

- 8.6. No Waiver: A Party does not waive any right under this MoU by failing to insist on compliance with any terms of this MoU or by failing to exercise its rights hereunder. Any waiver granted hereunder is effective only if recorded in writing signed by the Party granting that waiver.
- 8.7. Limitation of Liability: Notwithstanding anything to the contrary, under no circumstances will either Party be liable for indirect, special, consequential or incidental losses or damages (including, but not limited to loss of profits, lost or damaged data, failure to achieve cost savings, loss of equipment or systems, or the failure of or increased expense of operations) of any kind, regardless of whether any such losses or damages are characterized as arising from breach of contract, warranty, tort, strict liability or otherwise, even if such damages are foreseeable or either or both parties have been advised of the possibility of such damages. Either Party's monetary liability under this MoU, including costs, attorneys' fees and expenses where applicable, will be limited to the amount of Rs.1,00,000 (Rupees One Lakh)
- 8.8. Entire MoU : This MoU constitutes the complete and final MoU of the Parties pertaining to the understanding herein and supersedes the Parties' prior MoUs, understandings and discussions relating to the contents of this MoU. No modification of this MoUs binding unless it is in writing and signed by the Parties.
- 8.9. Severability: If any provision of this MoU is determined by any court or governmental authority to be unenforceable, the Parties intend that this MoU be enforced as if the unenforceable provisions were not present and that any partially valid and enforceable provisions be enforced to the extent that they are enforceable.
- 8.10. Survival: The respective obligations of the Parties under this MoU that by their nature would continue beyond the termination, cancellation or expiration, shall survive any termination, cancellation or expiration.

IN WITNESS WHEREOF, AFH AND TTWREIS HAVE EXECUTED THIS MoU AS OF THE EFFECTIVE DATE

For AFH



Name: Sri Jayesh Ranjan, IAS
Designation: President of AFH
Alliance Francaise, Hyderabad

For TTWREIS



Name: Sri D Ronald Rose, IAS
Designation: Secretary
TTWREIS