

## Memorandum of Understanding

### Between Telangana Social Welfare Residential Educational Institutions Society and Launch Girls

This Memorandum of Understanding ("MoU") is effective as of June 1, 2023 (the "Effective Date") by and between Telangana Social Welfare Residential Educational Institutions Society ("TSWREIS") and Launch Girls Corporation, a Massachusetts based not-for-profit organization ("Launch Girls"). TSWREIS and Launch Girls are referred to individually as a "Party" and collectively as "Parties." This MoU identifies the roles and responsibilities of each Party as they relate to the Vision and Programming described below. The collaboration between TSWREIS and Launch Girls will be based on shared trust and understanding.

#### Organizations Involved

**Telangana Social Welfare Residential Educational Institutions Society (TSWREIS)**, under the aegis of the Ministry of Welfare, Government of Telangana, runs 268 educational institutions in Telangana including Residential Colleges offering Bachelors, Masters and Professional program in Pharmacy, Agriculture and Law for women. Its address is 10-4-771/294, Telangana Social Welfare Residential Educational Institutions Society, Owaisi Pura, Masab Tank, Hyderabad, Telangana 500028.

**Launch Girls** is a 501(c)(3) non-profit organization with registered address 21 Cedar St Somerville MA 02143, United States of America. Launch Girls provides experiential entrepreneurship curriculum, training, and support to organizations working with adolescent girls. Launch Girls' curriculum builds critical 21st century life skills for adolescent girls to become bold participants in the global economy.

#### Programming

Launch Girls and TSWREIS desire to collaborate to run Girl Boss programs within the TSWREIS. Both parties will agree upon the program in Schedule B, attached hereto. Both parties will each use their best efforts to coordinate and accomplish their respective roles and responsibilities as set forth in this MoU. Annually, or at any other frequency mutually agreed upon by both parties, the programs that are implemented at TSWREIS can be re-evaluated and revised, depending on the updated needs and desires of TSWREIS, and the capability of Launch Girls to provide curriculum, training and support as required by TSWREIS.

**TSWREIS' Role and Responsibilities in Joint Programming:** TSWREIS' role and responsibilities are set forth in Schedule A, attached hereto.

**Launch Girls' Roles and Responsibilities in the joint Programming:** Launch Girls' role and responsibilities are set forth on Schedule A, attached hereto.

### Confidential Information

"Confidential Information" means any non-public information or material regarding Launch Girls' legal or business affairs, financing, customers, properties, pricing, or data or designated as proprietary or confidential, herein or otherwise, or which a reasonable person would consider to be proprietary or confidential information. Notwithstanding any of the foregoing, Confidential Information does not include information which: (a) is or becomes public knowledge without any action by, or involvement of, the party to which the Confidential Information is disclosed (the "Partner"); (b) is documented as being known to the Partner prior to its disclosure by the other party (Launch Girls); (c) is independently developed by the Partner without reference or access to the Confidential Information of Launch Girls and is so documented; or (d) is obtained by the Partner without restrictions on use or disclosure from a third party.

The Partner will: (i) protect the confidentiality of the Disclosing Party's Confidential Information using the same degree of care that it uses with its own confidential information of similar nature, but with no less than reasonable care; (ii) not use any of Launch Girls' Confidential Information for any purpose outside the scope of this MoU; and (iii) not disclose Launch Girl's Confidential Information to any party other than its employees, contractors, advisors, and agents, who are bound by obligations of confidentiality as restrictive as those set forth in this MoU. If the Partner is legally compelled to disclose any of Launch Girls Confidential Information, the Partner will provide Launch Girls prompt prior written notice of such requirement so that the Launch Girls may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Section. If such protective order or other remedy is not obtained or the Launch Girls waives compliance with the provisions of this Section, the Partner may furnish only that portion of the Confidential Information which it is advised by counsel is legally required to be disclosed and will use its best efforts to ensure that confidential treatment shall be afforded such disclosed portion of the Confidential Information.

### Intellectual Property Rights

All materials, ideas, discoveries, and inventions that are owned by, or are proprietary to, a LaunchGirls to this MoU as of the Effective Date, shall at all times remain owned by Launch Girls exclusively.

All materials, projects, techniques, ideas, discoveries, designs, course curriculum, manuals, images, graphics, text, and techniques utilized by or employed by or on behalf of Launch Girls by Partner and Partner's officers, employees, staff, agents, and volunteers (collectively, "Partner's Representatives"), together with all intellectual property rights embodied therein, shall be and remain the exclusive property of Launch Girls ("Launch Girls IP"). Launch Girls hereby grants TSWREIS a non-exclusive, non-transferable, non-assignable, worldwide, perpetual license to use the Launch Girls IP in connection with the Programs.

### Use of Logos and Identifying Materials

TSWREIS acknowledges and agrees that Launch Girls' logos, trademarks, service marks, trade names, and similar identifying materials (the "Marks' ") shall remain the exclusive property of each Party, as applicable. Subject to the terms and conditions of this MoU, Launch Girls grant to TSWREIS during the

Term a non-transferable, non-sublicensable, and non-exclusive license to use the Marks solely to carry out the obligations of TSWREIS set forth in this MoU. TSWREIS shall have no rights in such Marks except where permission is given in writing by Launch Girls. Upon termination of this MoU, TSWREIS shall immediately cease the use of Marks. TSWREIS shall have the right to use photographs of activities and works produced by participants under this MoU in any promotional materials, provided credit is also given to Launch Girls. TSWREIS' use of Marks shall be subject to Launch Girls' written guidelines provided to TSWREIS from time to time. The Marks, and all goodwill therein, shall remain the sole and exclusive property of Launch Girls, and any and all rights therein, including, but not limited to, all goodwill arising from the use by TSWREIS of the Marks pursuant to the provisions of this MoU shall inure to the benefit of and be the sole, exclusive property of Launch Girls. TSWREIS hereby grants to Launch Girls during the Term a non-transferable, non-sublicensable, and non-exclusive license to use the logos, trademarks, service marks, trade names, and similar identifying materials ("Organization Marks") solely to carry out their obligations set forth in this MoU.

## Representations and Warranties

Mutual Representations and Warranties: Each Party represents and warrants to the other Party that: (i) such Party has the full power to enter into this MoU and to perform its obligations hereunder; (ii) such Party's execution of and performance under this MoU will not breach any oral or written agreement with any third party or any obligation owed by such Party to any third party to keep any information or materials in confidence or in trust; and (iii) it has and will continue to comply with all Applicable Laws in the performance of its obligations under this MoU. For the purposes of this MoU, "Applicable Laws" means any treaty, directive, international agreement, law, statute, regulation, order, code, rule, or ordinance, including any laws, rules, directives, regulations, on any local, provincial, state, federal, or national level, pertaining to data privacy, data security and/or the protection of personal data, that are issued, adopted, or otherwise put into effect by or under the authority of any governmental authority and applicable to a Party performance of its obligations hereunder.

Additionally, TSWREIS also represents and warrants to Launch Girls that it has and will continue to comply with any treaty, directive, international agreement, law, statute, regulation, order, code, rule, or ordinance, including any laws, rules, directives, regulations, on any local, provincial, state, federal, or national level, in relation to the protection and safety of children.

**Disclaimer:** EXCEPT FOR THE EXPRESS WARRANTIES STATED HEREIN, NEITHER PARTY MAKES, AND EACH PARTY EXPRESSLY DISCLAIMS, ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, ARISING BY COMMON LAW, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SUBJECT MATTER OF THIS MOU.

## **Participant Protection Policy**

TSWREIS commits to follow best practices for participant protection, including but not limited to:

- Discipline: No physical discipline of any kind, such as hitting or slapping, may be used.
- Physical touch: Physical contact should be limited and appropriate.
- Verbal communication: No inappropriate verbal communication should be made with participants.
- Prevention of abuse: Staff and volunteers should be trained on how to recognize physical and

- mental abuse and report it.
- Parental consent for use of a participant's image: Launch Girls recommends that partners get parental permission for any external use of a participant's image if the participant is under the legal age of consent (often 18 years of age).
  - Protection of a participant's identity: Launch Girls recommends that partners never publicly post the surname of any participant in their programs, or any other important information that could enable people to know their geographical location.

### **Indemnification**

TSWREIS shall indemnify, defend, and hold harmless Launch Girls and its and their respective officers, directors, employees, attorneys, agents, and successors (collectively, the "Indemnified Parties") from and against any and all losses, liabilities, damages, fines, costs, and expenses (including reasonable outside legal fees, disbursements, and costs of investigation, litigation, settlement, judgment, interest, and penalties) incurred by such Indemnified Parties in connection with any third-party claim, suit, or proceeding including, but not limited to, claims, suits or proceedings by government or regulatory bodies (each, a "Claim") to the extent alleging, arising from, or relating to TSWREIS and/or TSWREIS Representatives breach of this MoU.

### **Limitation of Liability:**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (OR TO ANY THIRD PARTY CLAIMING RIGHTS THROUGH SUCH OTHER PARTY) FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING FOR LOSS OF PROFITS OR REVENUE OR LOSS OF GOODWILL) OR FOR LOSS OF BUSINESS OR DATA ARISING OUT OF OR IN CONNECTION WITH THIS MOU, HOWEVER CAUSED, AND UNDER WHATEVER CAUSE OF ACTION OR THEORY OF LIABILITY (INCLUDING UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT THEORY OF LIABILITY) EVEN IF SUCH PARTY HAS BEEN ADVISED OF, HAD REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE.

IN NO EVENT SHALL EITHER PARTY'S LIABILITY FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS MOU (WHEN AGGREGATED WITH SUCH PARTY'S LIABILITY FOR ALL OTHER CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS MOU) EXCEED THE TOTAL AMOUNT OF FUNDING PROVIDED BY LAUNCH Girls TO TSWREIS DURING THE IMMEDIATELY PRECEDING CALENDAR YEAR FROM THE DATE ON WHICH THE CLAIM ARISES.

### **Term and Termination**

This MoU shall commence on the Effective Date and continue in full force and effect until sooner terminated by either Party pursuant to this section ("Term"). Either Party may terminate this MoU: (i) at any time if the other Party breaches a material term of this MoU and fails to cure that breach within twenty (20) business days of receiving written notice, or such other cure period as the Parties mutually agree in writing; (ii) on thirty (30) days written notice for any reason or no reason; or (iii) immediately if

the other Party becomes insolvent, files a petition in bankruptcy, or makes an assignment for the benefit of creditors. Upon termination of this MoU for any reason: (i) TSWREIS' rights to use the Marks shall terminate immediately and TSWREIS shall immediately cease representing itself as an Organization of Launch Girls; (ii) Launch Girls' rights to use TSWREIS' Marks shall terminate immediately; (iii) each Party shall return to the other Party the other Party's Confidential Information in its possession or control. This section and the sections titled Intellectual Property Rights (except the license to Marks), Disclaimer, Indemnification, Limitation of Liability and Miscellaneous shall survive the termination or expiration of this MoU.

**Miscellaneous:**

This MoU is governed by the internal substantive laws of the State of Massachusetts, United States of America, without respect to its conflict of laws provisions. Either Party's failure to act on or enforce any provision of the MoU shall not be construed as a waiver of that provision or any other provision in this MoU. No waiver shall be effective against Launch Girls unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. This MoU, together with all attached Schedules constitutes the entire MoU between the Parties with respect to the subject matter, and **supersedes** all previous or contemporaneous MoUs, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and shall not be given any legal import. TSWREIS may not assign any of its rights or obligations under this MoU without prior written consent of Launch Girls

IN WITNESS WHEREOF, the Parties have executed this MoU as of the Effective Date shown above. Each of the persons signing this MoU affirms that he or she is duly authorized to do so and thereby to bind the indicated entity.

**Launch Girls**



Neha Sahu, COO

1st June, 2023

**Telangana Social Welfare Residential  
Educational Institutions Society**



Dr. G. Nirupa

Joint Secretary (Higher Education)

TSWREIS

1st June, 2023

## PERSONAL DATA RELEASE

Any information (including but not limited to, personal data of Program participants), survey responses, pictures, and other data ("Data") provided by TSWREIS to Launch Girls under this MoU shall remain the exclusive property of TSWREIS. The "Data" includes images, videos, text, and other information provided to Launch Girls by TSWREIS. Representatives over any channels including but not limited to email, voice call, video call, social media and instant messaging. TSWREIS hereby grants Launch Girls a non-exclusive, perpetual, royalty-free, worldwide license to use the Data in connection with the Programs, including but not limited to, on the Launch Girls' website, social media pages, donor materials, and reports.

TSWREIS is responsible for following all relevant laws and regulations in relation to obtaining consent from Program participants, so that Launch Girls may use the Data. TSWREIS represents and warrants to Launch Girls that TSWREIS has, or shall obtain, all rights, authorizations, releases, consents and/or permissions necessary to provide and make available the Data to Launch Girls as set forth herein for use by Launch Girls. Upon request from Launch Girls, TSWREIS shall, within five (5) days, provide a copy of the applicable authorizations, releases and/or consents in connection with such Data. Launch Girls will provide a media release form template to TSWREIS but is not responsible for obtaining any necessary permissions from participants.

**Launch Girls**



Neha Sahu, COO

1st June, 2023

**Telangana Social Welfare Residential  
Educational Institutions Society**



Dr. G. Nirupa  
Joint Secretary (Higher Education)

TSWREIS  
1st June, 2023

## Schedule A

### A.1. TSRWEIS' Role and Responsibilities: Girl Boss Rise

1. TSWREIS shall identify and arrange for participants, facilitators ("Girl Boss Advisors" or "GBAs"), and technology access as given in Table A.

Table A

Program Name	Minimum and maximum number of participants	Participant age group	GBA: Participant ratio	GBA:POC ratio
Girl Boss Rise	1,400-2,000	17-23	1:25	10:1

2. TSWREIS shall provide a secure, safe and protected space for program participants and others for trainings, activities and sessions, either in person or online.
3. TSWREIS shall strive to implement the Girl Boss Rise program from **October, 2023**. The date on which the first session of the program is conducted is the "Start Date", and the date of the last session is the "End Date"
4. TSWREIS shall facilitate collection of monitoring and evaluation data from participants as set out in Table B to Launch Girls.

Table B

Sr.No	Monitoring and evaluation data	Due Date
1	Pre program impact assessment survey filled in Google Forms	10 working days from Start Date
2	Post program impact assessment survey filled in Google Forms	10 working days from End Date
3	Participants' feedback form filled in Google Forms	10 working days from End Date
4	Participant Dashboard, in the format provided by Launch Girls' Participant Tracker, filled in Google Sheets	10 working days from End Date

5	Partner POC Feedback survey responses filled in Google Forms	15 working days from End Date
6	Program Coordinator Feedback survey responses, filled in Google Forms	15 working days from End Date
7	GBA Feedback survey responses, filled in Google Forms	15 working days from End Date
8	Ad hoc reports and information as requested by Launch Girls	Need based
9	Long term impact assessment survey after 6 months	15 working days from date of receiving the survey from Launch Girls
10	Long term impact assessment survey after 1 year	15 working days from date of receiving the survey from Launch Girls

5. TSWREIS shall appoint a point-of-contact ("Partner POC") for the Program to oversee program implementation and provide regular updates to Launch Girls.
6. TSWREIS shall appoint 2-3 "Girl Boss Advisor's" (GBAs) per college across the 29 sites (colleges) of implementation.
7. TSWREIS shall also appoint 1 Girl Boss Advisor (GBA) Assistant for each Girl Boss Advisor (GBA).
8. TSWREIS shall appoint the required number of "Program Coordinators" (approximately 6) in discussion with Launch Girls across the different sites of implementation, who shall assist the Partner POC in carrying out the responsibilities. Based on the mutual agreement of TSWREIS and Launch Girls.
9. Partner POC may also be responsible for training Program Coordinators and GBAs to deliver the programs.
10. TSWREIS will organize graduation ceremonies for participants and distribute certificates.
11. TSWREIS shall cover all costs of setting up and implementing the programs including but not limited to soliciting participants, identifying and engaging facilitators, printing and distributing Program materials, providing refreshments for participants, and securing space for programmatic activities including training. If both parties mutually identify the need for in-person, on-site training, TSWREIS will cover the transport (Domestic, local) and accommodation costs for trainers.
12. TSWREIS shall promote collaborative work with Launch Girls through press, media, and social media whenever possible.



## A.2. Launch Girls' Role and Responsibilities

1. Launch Girls shall provide curriculum for Programs including lessons and agreed-upon activities.
2. Launch Girls shall virtually conduct online Partner POC onboarding and training session(s).
3. Launch Girls shall virtually conduct online Program Coordinators' onboarding and training session(s) as mutually determined with TSWREIS.
4. Launch Girls shall conduct online and in-person training sessions for GBAs as mutually determined with TSWREIS.
5. Launch Girls shall conduct periodic reviews (or as mutually agreed) with the Partner POC and/or PCs to provide support for implementation, help solve problems, and help drive better experience and outcomes for participants.
6. Launch Girls shall provide the following materials to enable Program implementation:
  - a. Partner Manual (optional)
  - b. GBA Training Materials
  - c. GBA Facilitator's Guide
  - d. Girl Boss Planner/ worksheets
  - e. Flyers and poster for promoting the program (optional)
  - f. Status updates to TSWREIS on program progress
  - g. A final report on program and participant outcomes
7. Launch Girls shall also provide the following materials for monitoring and evaluation:
  - a. Pre- and post-program impact assessment survey
  - b. Participant feedback form
  - c. Participant Tracker/ Session Attendance forms on KOBO
  - d. Partner POC Tracker (optional)
  - e. Partner POC Feedback form
  - f. Program Coordinator Tracker
  - g. Program Coordinator Feedback form (optional)
  - h. GBA Feedback form
  - i. Long term impact assessment surveys
8. Launch Girls shall identify opportunities to promote the work of TSWREIS through Launch Girls external communications channels, including social media, email, website/blog and press engagement.
9. Launch Girls may combine onboarding and training sessions for Partner POC, Program Coordinators and GBAs as it sees fit. If TSWREIS is implementing multiple Launch Girls programs, then materials, onboarding, training, and mid-program check-in may be combined as Launch Girls sees fit.

**Schedule B**  
**Girl Boss Rise Program**

## Girl Boss Rise Curriculum

Themes	Description
<b>Girl Boss Rise Launch</b>	A few sessions to get the girls acquainted to the new setting, and help them feel comfortable to open up and participate actively.
<b>Girl Boss Primary Sessions</b>	Sessions that teach entrepreneurial concepts that can be applied to one's own lives. With the help of these concepts, girls will create concrete plans for their future and a roadmap to get there. They will also learn how to solve problems using Design Thinking.
<b>Girl Boss Advocacy</b>	As girls, seeking opportunities that may seem different is not easy. In these sessions, girls will learn gender-based stereotypes and how it affects them. They will create self-advocacy plan and learn how to communicate their needs effectively.
<b>Girl Boss Workshop</b>	Parents/guardians OR siblings of the participants will learn about gender roles and how to support their daughters/sisters with their future plans. Who we have the workshop with will depend on the availability of parents and siblings.
<b>Wrap-Up</b>	A few sessions to prepare for graduation!

Note: Programs are subject to change based on Launch Girls' internal decisions and/or TSWREIS' customization requirements.