

MOU WITH AGASTYA INTERNATIONAL FOUNDATION, BANGALORE



தமிழ்நாடு தமில்நாடு TAMILNADU

தமிழ்நாடு எண். 14878

ரூ. 100 நாள் 29/09/2022

பெயர் N.V.K.S.D College of Education (Autonomous)

இடம் Attoor

CV 680453

K. K. Subramanian

முத்துமணி நிர்வாக இயக்குநர்

பெண். எண்
D.No: 403/R/88

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) records the understanding arrived on this 29th September 2022

BETWEEN

Agastya International Foundation (AGASTYA FOUNDATION), a Trust registered with the sub register office, Shivajinagar, Bangalore with registration number Document # 15 / IV / 1999-2000 dated 10-6-2005 and having its office at #101, Varsav Plaza, 12 Jayamahal Main Road, Bangalore -.560046, hereinafter referred to as "Agastya" (which expression shall be deemed to mean and include its successors and permitted assigns) Represented by Mr. KV Sai Chandrashekar, Director – Operations,

AND

NVKS D COLLEGE OF EDUCATION (AUTONOMOUS) established in the year 1963 in Attoor, Kanniyakumari District, Tamilnadu, India, having its main campus at Attoor PO, Thiruvattar - 629177, through its Principal, Dr.S.SREELATHA which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns of the One Part;

The Parties to this MOU hereinafter shall be jointly referred to as 'the Parties' and individually as 'the Party'.

WHEREAS the NVKSD COLLEGE OF EDUCATION (AUTONOMOUS), Attoor (Kanniyakumari) is entering into this MOU with Agastya Foundation non-exclusive basis.

1. Objective of MOU:

To provide Volunteering opportunities to students of NVKSD COLLEGE OF EDUCATION (AUTONOMOUS) as a part of their Academic program which ensures to bring social awareness to the students. AGASTYA FOUNDATION is collaborating with NVKSD COLLEGE OF EDUCATION (AUTONOMOUS) as an NPO in the Agastya Volunteering Program (AVP), where students are recruited as Volunteers.

2. Obligations:

Both the organizations acknowledge the fact that no contractual relationship has been created out of this MOU and they agree to work in unison towards meeting the goals and expectations of the "Volunteering Opportunity" offered by AGASTYA FOUNDATION to make this collaboration a success and thereby exemplify the spirit of transparency and social responsibility.

3. Cooperation in view of this Collaboration:

The roles for both the parties would be:

a) Role of Agastya International Foundation:

1. Representatives of AGASTYA FOUNDATION will jointly organise webinar to represent & showcase AGASTYA FOUNDATION's social work being done to encourage students to join for Volunteering.
2. The identified students will be trained & assigned the tasks by AGASTYA FOUNDATION based on the Volunteering Opportunity opted for.
3. Volunteers will report to their Supervisor/ Manager/ AGASTYA FOUNDATION officials.
4. AGASTYA FOUNDATION will encourage Volunteers to submit a report based on their role, for which support will be provided.
5. Confidential Personal Information: "Confidential Personal Information" means all information about the Volunteering students, including Transaction Information and their names, addresses, all contact information and demographic or financial information. Confidential Personal Information may be used only for the limited purpose for mere operation of this MOU. AGASTYA FOUNDATION shall be liable for all unauthorized disclosures and use of Confidential Personal Information by its Affiliates and personnel. Notwithstanding the obligation for maintaining confidentiality, AGASTYA FOUNDATION will notify NVKSD COLLEGE OF EDUCATION (AUTONOMOUS) promptly upon the discovery of the loss, unauthorized disclosure, or unauthorized use of the Confidential Personal Information, if any.

These expenses would be met from any third party student support agency but not directly from the student fees.

4. Financials:

AGASTYA FOUNDATION & NVKSD COLLEGE OF EDUCATION (AUTONOMOUS) shall be responsible for its own costs and expenses involved in its efforts to negotiate, conclude and fulfil its obligations under this MOU. Notwithstanding anything to the contrary contained herein, NVKSD COLLEGE OF EDUCATION (AUTONOMOUS) shall render entire its services under this MOU on pro bono basis i.e., without charging or seeking reimbursement of any payment, fee, charges whatsoever from the AGASTYA FOUNDATION.

5. Use of Logo/Name

Permission is given to both the parties to use the official marks of the other party specifically the institutional name and/or institutional logo solely for the purposes of promoting and administering the collaborative activities between the institutions; Provided, that the party using the official marks of the other party shall take all such reasonable degree of care as an institution of good ethical and normal prudence would expect in its own case.

6. IP and Copyright.

The Parties or any of their representatives may not use the name, trademark or logo or any other intellectual property of the other Party without prior written consent of the other Party.

7. Indemnity

Agastya shall indemnify, defend and hold harmless NVKSD COLLEGE OF EDUCATION (AUTONOMOUS) its officers, directors, volunteers, employees and consultants, from and against any loss or damage suffered due to the Agastya's or its employees'/s' fraud, willful misconduct or gross negligence or breach by Agastya of any of the provisions of this MOU.

8. Arbitration and Jurisdiction:

In case of any dispute arising between the parties in respect to any of the terms in this MOU, the parties undertake to settle the same by issuing a notice within 15 days from the date of the issue becoming known to either party. In case no such settlement is arrived at after mutual negotiations, the matter may be resolved by arbitration and shall be governed by the provisions of the Arbitration and Conciliation Act 1996 subject to any statutory modification, amendment or re-enactment, from time to time.

9. MOU Effective Date:

This Memorandum of Understanding shall be effective from the date of signing by both parties.

10. Term of MOU:

This MoU, unless extended by mutual written agreement of the parties, shall expire 5 years after the effective date specified hereinabove. This MoU may be amended or terminated earlier by mutual written understanding of the parties at any time. However, no such early termination of this MoU, whether mutual or unilateral, shall affect the current obligations of the parties under the MOU. Notwithstanding, either party may terminate this MOU after giving 90 days written notice to the other party. However, both the Parties shall be at liberty to terminate the MOU forthwith in the event of any breach of confidentiality, as contained under clause 3(a).7

IN WITNESS WHEREOF BOTH THE PARTIES HAVE SIGNED THIS MEMORANDUM OF UNDERSTANDING ON THE DAY AND DATE FIRST ABOVE WRITTEN:

**For NVKSD COLLEGE OF EDUCATION
(AUTONOMOUS)**

Signature: 

Name: Dr.S.Sreelatha

Designation: Principal

PRINCIPAL
NVKSD COLLEGE OF EDUCATION
AUTONOMOUS
ATTOOR P.O., K.K. DIST

For Agastya Foundation:

Signature:

Name: K.V. Sai Chandrashekhar

Designation: Director – Operations

