



MEMORANDUM OF UNDERSTANDING



This Memorandum of Understanding (MoU) records the understanding arrived on this **10 May 2022**.

BETWEEN

Agastya International Foundation (AGASTYA), 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 (**Regional Manager Name**)

AND

Shri Martand Bhairav Adhyapak Mahavidyalaya, Balewadi, Pune a University/Educational Institution established under the University of Savitribai Phule Pune University Act, 2016, enacted by the state of Maharashtra, India, having its main campus at SKP Campus, Balewadi, Pune- 411045, India, through its Principal, **Dr. Sunita Bhore**, 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 **Shri Martand Bhairav Adhyapak Mahavidyalaya** is entering into this MOU with **Agastya International Foundation** non-exclusive basis.

1. Objective of MOU:

To provide Volunteering opportunities to students of B.Ed. as a part of their Academic program which ensures to bring social awareness to the students. AGASTYA is collaborating with **Shri Martand Bhairav Adhyapak Mahavidyalaya** 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 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 will visit college or join a webinar to represent & showcase AGASTYA social work being done to encourage students to join for Volunteering.
2. The identified students will be trained & assigned the tasks by AGASTYA based on the Volunteering Opportunity opted for.

3. Volunteers will report to their Supervisor/ Manager/ AGASTYA officials.
4. AGASTYA will encourage Volunteers to submit a report based on their role, for which support will be provided.

5. CONFIDENTIALITY:

"Both the Parties undertake to keep confidential all confidential information (whether written or oral) concerning and business and affairs of each other. "

"Agastya confirms that **Agastya International Foundation** shall not be liable or responsible in any manner for any act of Agastya and hereby indemnifies and keeps indemnified and holds **Shri Martand Bhairav Adhyapak Mahavidyalaya** harmless from and against all or any loss, damage, charges, cost and expenses that may be incurred or suffered by **Shri Martand Bhairav Adhyapak Mahavidyalaya** or by any one of its employees on account of any claim made against by any person directly arising out of **Agastya International Foundation** association with the project."

"All written and oral information, in whatever medium or form, shall be held in strict confidence by all parties and be used only for purposes of this Agreement. Except as required by law; no such information, including the provisions of this Agreement, shall be disclosed by the recipient without the prior written consent of the other party. If either party is required to disclose any confidential information of the other party; the party so required shall notify the other party immediately and shall co-operate in seeking a reasonable protective order."

6. The above said Volunteering would be for a period of 4 to 8 weeks in the months from Jan to Dec. However, the exact dates of the duration would be mutually agreed between both the parties as per the school calendar & availability.
7. AGASTYA shall provide the 'certificate of completion' of the Volunteering Engagement and grades, within two weeks (15 days) upon satisfactory completion & submission of report on Volunteering engagement to the designated AGASTYA coordinator.

8. AGASTYA shall not involve Volunteers in any sort of financial activities (Crowd funding and, or fundraising activities etc.).

b) Role of Shri Martand Bhairav Adhyapak Mahavidyalaya, Balewadi, Pune :

1. Enroll a minimum of 50 students from each year and each student will conduct a 12 hours classroom session of 30 students following AVP procedures.
2. **Shri Martand Bhairav Adhyapak Mahavidyalaya, Balewadi, Pune** shall facilitate & ensure that the students complete the initial formalities & the required registration processes before starting the engagement.
3. **Shri Martand Bhairav Adhyapak Mahavidyalaya, Balewadi, Pune** shall depute a dedicated Coordinator for this engagement & he/she will be the SPOC (single point of contact).
4. **Shri Martand Bhairav Adhyapak Mahavidyalaya, Balewadi, Pune** shall ensure that the students who signs-up the volunteering engagement will complete the assignment & not leave in the mid-way.
5. **Shri Martand Bhairav Adhyapak Mahavidyalaya, Balewadi, Pune** & the students involved in the engagement shall ensure the safety of themselves during the period of engagement.
6. AGASTYA will ensure that the policies related to prevention of Sexual Harassment or Discrimination that are applicable to their employees as per "Law of the Land" will be applicable to the **Shri Martand Bhairav Adhyapak Mahavidyalaya** students.
7. **Shri Martand Bhairav Adhyapak Mahavidyalaya, Balewadi, Pune** & the students shall adhere to the guidelines prescribed by the school authorities & AGASTYA.

7. Encourage students to join AGASTYA and give them permission to attend events and classes during the week days.
8. **Shri Martand Bhairav Adhyapak Mahavidyalaya, Balewadi, Pune** shall provide platforms for AGASTYA to organize various sensitization activities for students of **Shri Martand Bhairav Adhyapak Mahavidyalaya**
9. **Shri Martand Bhairav Adhyapak Mahavidyalaya, Balewadi, Pune** & the students shall bear the expenses for their travel, food, etc to the designated locations of engagement.
10. **Shri Martand Bhairav Adhyapak Mahavidyalaya, Balewadi, Pune** & the students shall bear the expenses related to the stationeries to be procured for making low-cost model making, etc required for engaging with school children.
11. **Shri Martand Bhairav Adhyapak Mahavidyalaya, Balewadi, Pune** is responsible for its own costs & expenses involved in fulfilling the requirement of "Volunteering Opportunity" assigned to each student & obligations under this MOU.

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

4. Financials:

AGASTYA & **Shri Martand Bhairav Adhyapak Mahavidyalaya, Balewadi, Pune** 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, **Shri Martand Bhairav Adhyapak Mahavidyalaya** 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.

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

Each Party hereby agrees to defend, indemnify, and hold harmless the other Party and/or its affiliates against any liability, losses, damages or costs (including any legal costs) incurred or suffered by a Party as a result of any breach, negligent act or omission, or wilful default on the part of the other Party and/or its affiliates arising either directly or indirectly from the performance (or non-performance) 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.

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 Shri Martand Bhairav Adhyapak
Mahavidyalaya, Balewadi, Pune**

**For Agastya International
Foundation:**

Signature: 

Signature: 

Name: Dr. Sunita Bhore

Name: Mr. Ramesh Hitnalli

Designation: - Principal

Designation: Regional Manager

In Presence Of


Name: Prof. Chhaya Hinge

Designation: Asst professor


Name: Mr. Pandurang Dilip Jadhav

Designation: Maharashtra 1 & 2, AVP
Regional Volunteer Co-Ordinator