

Mihir Bhoj Post Graduate Co-ed Degree College, located at Mihir Bhoj Post Graduate Co-ed Degree College, Dadri, Gautam Buddha Nagar, U.P.-203207 ("**Partner**" which expression shall include its successors and permitted assigns) of the Other Part.

For ease of reference, Vama and Partner shall be individually referred to as "Party" and collectively as "Parties".

WHEREAS:

1. WHEREAS, Vama is implementing a project to enhance access to quality education and sports facilities for marginalized communities through organized and deliberate measures known as the Khelo Dadri Program (hereafter referred to as the "**Project**").
2. The Partner has expressed its interest to collaborate with Vama on the above mentioned project for quality enhancement of the school and has represented that it is capable of entering into this Memorandum of Understanding and has all the required permissions for the same.
3. The Parties herein desire to enter into an MoU for collaboration on the abovementioned Project on the terms and condition mentioned hereafter.

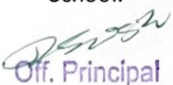
NOW THEREFORE THIS MOU WITNESSES AS FOLLOWS:

Article 1 Scope of Partnership

Both the Parties agree to work in cooperation and in accordance with all applicable laws, regulations and other legal standards for the successful implementation of the Project. The Partner also represents that throughout the duration of the Project it will ensure a safe, protective environment for the students.

Role of the Partner

1. Allocate specific time in the time table (at least once a week) for conducting in-campus sports program.
2. Provide access to school/campus playground to conduct both the in-school sports program and sports excellence program before/after the school hours and on weekends/holidays.
3. Provide a space in the school/campus sufficient to store the props and equipment required for in-school sports program and sports excellence program.
4. Enable access to the school premises for the program implementing team and management - identified for the sports program.
5. Permission for children and school staff (chaperon) to attend external competitions, tournaments and open trials.
6. Provide attendance and academic assessment data of the students to the program implementing team for evaluation of the program impact.
7. Availability of dedicated teacher(s) (preferably Sports teachers) to support the implementation of the Project in the Partner school.
8. Provide full support in conducting periodic Assessments (tests) of students in the Partner School.


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9. Supporting the Assessment data entry and handing over to nominated person of Vama or any other person as may be directed by Vama in writing.
10. The safe custody of the equipment, provided by Vama shall be the responsibility of the Partner.
11. Any other support required by Vama for the successful implementation of the Project.
12. Closely work with Vama or any other agency nominated by Vama to conduct impact assessment.
13. Closely work with Vama or any other agency nominated by Vama Plan logistics and travel for children participating in external tournaments and selection trials as part of the program.
14. Closely work with Vama or any other agency nominated by Vama to prepare the roadmap/plan for following year basis learning outcomes.
15. Facilitate the creation of a short video/documentary by Vama or any other agency nominated by Vama.
16. Support Vama and any other agency nominated by Vama to get students or parents' consent for any image upload and impact case story dissemination in social media.

Role of Vama

1. Overall responsibility of implementation of the 'Khelo Dadri' Project
2. Monitor the on-ground activities/ operations on time-to-time basis
3. Provide sports kits, equipment for the Partner school
4. Plan & schedule bi-weekly/ monthly meeting to map project outcome and periodic progress
5. Design and execute program MEL framework, program logframe & ToC with partner organization
6. Provide the necessary expertise, program tools, and trained resources to carry out the 'Khelo Dadri' project
7. Identify talented athletes across schools through assessments who will be part of the after school SDC (Sports Development Centre) program
8. Conduct the impact assessment basis baseline and end line assessment
9. Plan logistics and travel for children participating in external tournaments and selection trials as part of the program


Article 2 Cost

The Parties acknowledge and agree that this MOU does not create any financial or funding obligation on either Party, and that such obligations shall arise only upon joint execution of a subsequent agreement (which shall include a budget) that specifically delineates the terms and nature of such obligations and that references this MOU. Such subsequent agreements and budgets, will be subject to funding being specifically available for the purposes outlined therein.

Article 3 Monitoring/Follow-up

To implement this MOU, the Parties will engage in ongoing communication, such as conference calls, meetings and attendance at key activities through their respective officials.

Each Party will nominate at-least two members from their organization to discuss and delineate the scope of the engagement, the overall road map and milestones, resource requirements, intellectual property, use of name, and availability of funding.


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Article 4 Intellectual Property Rights

With respect to any invention, discovery, copyrightable work, software or other intellectual property ("Intellectual Property") that is created or conceived under this MoU or any subsequent agreement, unless otherwise agreed to, all rights, title to and interests in any Intellectual Property shall be jointly owned by the Parties of this MoU and neither Party shall use, license, sublicense or otherwise commercially exploit such jointly owned Intellectual Property without the prior written agreement of the other Party. Each Party brings certain background intellectual property ("BIP") to this collaboration. Nothing herein or implied herein shall assign or grant any right to the BIP of one Party to the other.

Article 5 Representation & Warranties

Each Party to this MoU warrants, covenants and represents that: (a) it has full rights to enter into this MoU, and that the entering into and the performance of its obligations hereunder will not violate any agreement, person, firm, organization or any law or governmental regulation, (b) it will perform its obligations in a professional manner in conformance with the general industry standards, and (c) it will adhere to all laws, statutes, regulations or ordinances in performance under this MoU.


Article 6 Term & Termination

This MoU shall commence on the date of signature of the Parties and shall continue until the conclusion of three (3) years from the commencement date, unless extended by mutual agreement of the Parties in writing. Either Party shall have the right to terminate this MOU by providing Sixty (60) days advance written notice to the other Party.

Article 7 Liability & Indemnity

It is understood and agreed that neither Party to this MoU shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other unless such liability is imposed by law, and that this MoU shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one Party against the other or against third parties. However, each Party shall indemnify the other Party in respect of any loss or claim howsoever arising out of any willful negligence or proven incompetence by and on behalf of the other Party, or its employees, agents, partners or service providers, in relation to the execution of this MoU. The scope and level of the indemnity shall be to the full extent of the loss to the suffering Party excluding any indirect, incidental, special or consequential damages/losses. Furthermore, Each Party shall be responsible for all statutory obligations with respect to its employees/personnel pay in accordance with all the applicable legislations.

Any claim, compensation, case initiated by any student against Vama in relation to the Project due to any acts or omissions of Partner shall be defended and contested by the Partner at their


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sole expenses and cost keeping Vama indemnified from the same.

Article 8 Compliance with Laws

Each Party represents and warrants that it will conduct all activities in accordance with all applicable laws, regulations and other legal standards applicable to this MoU. The Partner will also take all actions to facilitate and ensure the smooth functioning and implementation of the Programs launched by Vama to achieve the objectives of this MoU.

Article 9 No Partnership, Agency

Nothing in this MoU establishes or will be deemed to establish a principal-agent relationship, employee-employer relationship, a representative or joint partnership between the Parties, and neither Party will enter into any contract or commitment on behalf of the other Side.

Article 10 Amendments

Any changes to this MoU, including the annexures attaches hereto, if any, will be made with the written approval of both Parties.

Article 11 Non-Exclusivity

The Parties shall pursue the objectives of this MoU on the basis of non-exclusivity. Neither Party, their affiliates, employees, nor agents shall be restricted from making any arrangements or agreements with any third party for direct or indirect participation in support of or contribution for similar Projects. Without limiting the foregoing, either Party may negotiate directly with any third party and not necessarily through the other.


Article 12 Publicity

The Parties agree to keep in confidence the terms of this MoU and any further discussion relating or arising from it.

The Parties also recognize the desire of the other to disseminate information to the public about the fact that this MoU has been concluded and as to its contents. The Parties, however, also recognize a need to coordinate about when and how such information may be disseminated. Accordingly, neither party shall make a public statement or issue a press release or the like about the fact that this MoU has been concluded between the Parties nor as to the content of the MoU without the approval and written consent of the other Party. In instance where either Party may be required under law to share the MoU, it shall be done after intimation to the other Party.

Article 13 Confidentiality

- (a) The Parties hereby undertake and agree not to disclose divulge or otherwise make available any confidential information disclosed, furnished or made accessible to any other person/entity, or use, directly or indirectly. Except as may be required by law, the Parties shall not disclose, in whole or in part, the existence of this MoU or the subject matter hereof,


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or any information related to the business of the other Party, to any third party without the prior written consent of the other Party.

- (b) Notwithstanding the above, either Party may disclose any confidential information, the discussions hereunder and this MoU, if and to the extent the disclosure is:
- (i) required by the law of any relevant jurisdiction or by a court of competent jurisdiction (including by way of press or public announcement);
 - (ii) required by any regulatory or governmental body to which either Party is subject or reasonably submits; or
 - (iii) to the potential investors of the Disclosing Party under due diligence process.
- (c) Notwithstanding the foregoing, in the event the Parties are served with a request from aforementioned authorities, they shall:
- (i) promptly notify the other Party of the request or order in order to provide the other Party an opportunity to seek a protective order;
 - (ii) provide the other Party with reasonable cooperation in its efforts to resist the disclosure, reasonable request by the other Party; and
 - (iii) disclose only the portion of confidential information that is required to be disclosed under such applicable law.
- (d) All confidentiality obligations under this Clause shall survive the expiry or termination of this MoU and further for a period of two (2) years thereof.

Article 14 Notices

Any notice or request required or permitted to be given or made under this MoU will be in writing. Such notice or request will be deemed to have been duly given or made when it will have been delivered by electronic mail or by overnight courier to the Side to which it is required to be given or made at the address specified below or such other address as hereafter notified.

For the Vama:

Attn: Mr. Robin Sarkar
Email: robin.sarkar@hcl.com
Phone number: 98111 47275

For Name of Partner: Mihir Bhoj Post Graduate Co-ed Degree College

Attn: Dr. Rajendra Panwar
Phone number: 9811866366
Email: rajendrasingh0033@gmail.com


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Article 15 Child Protection & Inclusion

VAMA observes a 'ZERO TOLERANCE' policy on any form of child abuse, which includes the conduct of employees of Partner children & communities in project areas. In occurrence of any such acquisition, report, suspicion, conduct, VAMA will immediately terminate this MoU, as well report such event to valid legal authorities for investigations.

The Partner hereby represents to VAMA that it has 'Child Protection Policy' and 'Safe Work Place Policy' and has the mechanisms to implement the same. VAMA may at its sole discretion (a) require the Partner to provide it with such child protection policy; or (b) conduct any audit to ensure compliance with such policy. The Partner further represents to VAMA that it is an inclusive organization, wherein all sections of the society are represented as its staff including people with disabilities. The Partner hereby acknowledges that the aforesaid representations are key consideration, based on which VAMA has agreed to partner the Partner and any breach of these representations will lead to termination of this MoU.

Article 16 Applicable Law & Jurisdiction:

Any disputes under this MoU shall be first resolved amicably, failing which; the Parties agree to submit their grievances to the exclusive jurisdiction of the competent courts at New Delhi, India.

Article 17 Assignment

Neither Party can assign, transfer or sub-contract its rights and obligations under this MoU, except to its successor-in-interest, unless it obtains the prior written consent of the other Party.

Article 18 Waiver

If any of the provisions of this MoU be found invalid and unenforceable, the remaining provisions shall be given full effect and construed harmoniously to the extent it is reasonably permitted.

IN WITNESS WHEREOF, each of the Parties to this MoU has caused this MoU to be signed by its duly authorized representative as of the date written below:

For Vama

Name: Mr. Robin Sarkar

Signature: _____

Title: Program Director

Seal: _____

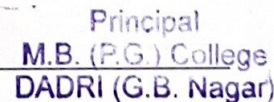
Date: _____

For Name of Partner

Name: Dr. Rajendra Panwar

Signature: 

Title: Principal, Mihir Bhoj Post Graduate Co-ed
Degree College

Seal: 

Date: 26-04-2023



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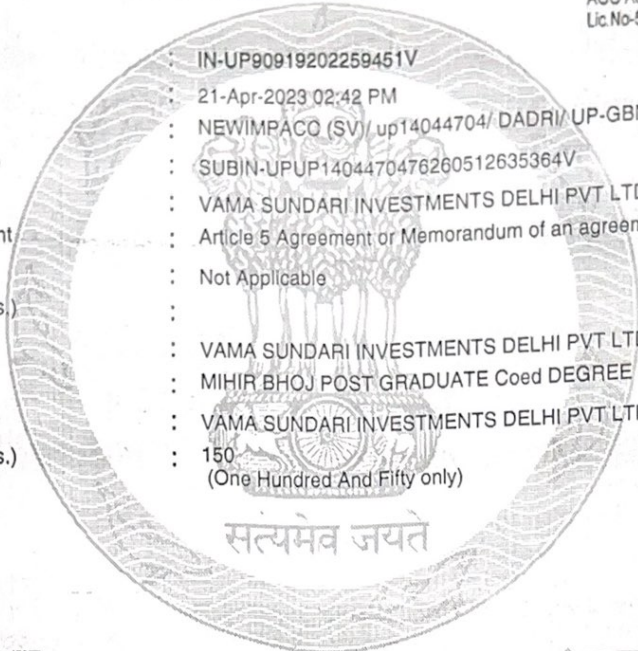
Signature: *Ajay Kumar Sharma*
ACC NAME - AJAY KUMAR SHARMA
ACC CODE - UP14044704
ACC Address- Dadri, Mob-9958440032
Lic.No-56/2020 Teh. & Distt. Dadri (G.B.N.)
₹150

e-Stamp

Certificate No.
Certificate Issued Date
Account Reference
Unique Doc. Reference
Purchased by
Description of Document
Property Description
Consideration Price (Rs.)
First Party
Second Party
Stamp Duty Paid By
Stamp Duty Amount(Rs.)

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: VAMA SUNDARI INVESTMENTS DELHI PVT LTD
: Article 5 Agreement or Memorandum of an agreement
: Not Applicable
:
: VAMA SUNDARI INVESTMENTS DELHI PVT LTD
: MIHIR BHOJ POST GRADUATE Coed DEGREE COLLEGE
: VAMA SUNDARI INVESTMENTS DELHI PVT LTD
: 150
(One Hundred And Fifty only)

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is hereby made and entered into on 01st May' 2023 at New Delhi by and between
Vama Sundari Investments (Delhi) Private Limited, a company incorporated under the provisions of Companies Act 1956, having its registered office at CP-3, Sector 8, IMT Manesar, Haryana-122051 and corporate office at 806, Siddhartha, 96, Nehru Place, New Delhi - 110019 ("Vama" which expression shall include its successors and assigns) of the One Part;

AND

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Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.