

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

**Anudip Foundation for Social Welfare
AND
The Gossner College Ranchi, Jharkhand**

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this the day of 19th July '2023 by and between.

Anudip Foundation for Social Welfare is a non-profit organization registered under the Companies Act, 2013 having its office at Mira Towers, 8th & 9th Floor, Plot No 27, Block DN, Sector V, Salt Lake City, PS : Bidhan Nagar(East), Kolkata – 700091 [hereinafter referred to as “the First Party”, which expression shall include its representatives, successors and permitted assigns] represented herein by its Vice President, Tanmay Mukherjee of the FIRST PART

And

The Gossner College Ranchi, Jharkhand. Established in November 1971 by our founder Principal Rt. Reverend Dr. Nirmal Minz, Gossner College is a minority institution, affiliated to Ranchi University. It is managed by Gossner Evangelical Lutheran Church (GELC) of Chotanagpur and Assam represented herein by its Prof. In-charge Prof. Elani Purty of the SECOND PART.

WHEREAS:

A) First Party, **Anudip Foundation for Social Welfare**, has represented to the Second Party that the First Party is engaged in empowering lives through employability-linked technology skills for high need and economically weaker section communities, minorities, tribal, migrants, political refugees, person with disabilities and minority women. Only job seekers will be the part for this program.

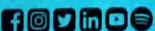
B) First Party & Second Party mutually believe that collaboration and mutual co-operation will enable them to promote more effective use of their resources, and the same will provide each of them with enhanced opportunities.



Anudip Foundation for Social Welfare

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C) The Parties herein intent to cooperate and focus their efforts on cooperation within the areas of skill training to Beneficiaries thereby raising employability and standard of livelihoods of the Beneficiaries. The Parties, therefore, agreed to enter into this MoU on the terms and conditions which are as follows:

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1: CO-OPERATION

- 1.1 Both Parties has agreed to collaborate for the common interests and objectives, and they shall establish co-operation to achieve their common objectives.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of their resources and intellectual capabilities.
- 1.3 The Parties shall co-operate with each other to undertake and execute the Scope of this MoU as detailed in Clause 2

CLAUSE 2: SCOPE OF THE MoU

- 2.1 The beneficiaries sourced by the Second Party would be enrolled for skill training by the First party after the screening process only.
- 2.2 The First party will provide job opportunities to beneficiaries in Jharkhand as well as other parts of India. Hence, relocation will be a major part to get job opportunities.
- 2.3 All identified trainees must have 70% attendance in skill training to be eligible for any interview /assessment/certifications.
- 2.4 The First Party will provide the curriculum and resource persons to execute the training in collaboration with the Second Party
- 2.5 The First Party and the Second Party shall add such further activities in the Scope of this MoU as may be mutually agreed between them to effective execution of their collaboration under this MoU.

CLAUSE 3: VALIDITY

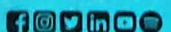
- 3.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period, the Second Part.




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CLAUSE 4: CONFIDENTIALITY

- 4.1 First Party agrees to keep details of beneficiary identified by the Second Party and other inputs relating to the Second Party, its trade, activities and/or associates, which the Second Party shares with the First Party as confidential [**"Confidential Information"**]. The First Party or anyone acting through First Party shall not disclose any Confidential Information to any third party without any written consent of the Second Party.
- 4.2 All Confidential Information furnished by the Second Party will always remain the exclusive property of Second Party and all details shall be returned and/ or destroyed by the First Party promptly at the request of the Second Party. The First Party understands that just disclosure of such Confidential Information by Second Party to First Party does not confer any license, interest or right upon First Party to use the Confidential Information for its benefit.
- 4.3 The First Party shall keep the Second Party indemnified for any breach of above covenants.

CLAUSE 5: INTELLECTUAL PROPERTY RIGHTS

- 5.1 The Parties herein shall be and remain the owner of their respective ideas, source code, materials, patentable and unpatentable inventions, discoveries, and other intellectual property including but not limited to study material, training module, and training course (hereinafter referred to as the "Materials").
- 5.2 The Parties mutually undertake that they shall not infringe and use unauthorizedly the intellectual properties right of other party save and except to the extent agreed herein that to during the currency of the MoU. The Second Party shall always remain the sole and absolute owner of the Materials provided by the Second Party.
- 5.3 The First Party, however, allows the Second Party and/or the beneficiary identified by Second Party under this MoU to use the curriculum, study material, training module, course and programs of the First Party in the future for providing training to the future beneficiaries and for the empowerment of underprivileged persons and such use shall not be considered as infringement of intellectual property right.

CLAUSE 6: RELATIONSHIP BETWEEN THE PARTIES

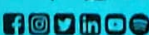
- 6.1 It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership.




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CLAUSE 7: OTHER TERMS AND CONDITIONS

- 7.1 The First Party shall ensure that its trainers/ teachers shall sign a declaration [in prescribed format] that they will follow all protocols, guidelines and policies [including Covid protection policy and children protection policy] as the Second Party may prescribe, from time to time, while providing requisite training/ digital literacy to the beneficiaries identified by Second Party.
- 7.2 The First Party undertakes to indemnify and keep indemnified the Second Party for and against breach of any obligation herein by the First Party and/or anyone acting through First Party.
- 7.3 The Parties herein shall collaborate and do all acts, deeds and things to get best output to achieve their common objective and interest agreed herein.
- 7.4 Any term of this MOU may be amended only by the written consent of both the Parties.
- 7.5 This MoU shall govern by law of India and the Court at Kolkata shall have exclusive jurisdiction to entertain all dispute between the Parties herein.

First Party

Anudip Foundation for Social Welfare

Mr. Tanmay Mukherjee

Vice President

ANUDIP FOUNDATION
FOR SOCIAL WELFARE

Authorised Signatory

Witness 1:

Witness 2:



Second Party

Gossner College Ranchi, Jharkhand

Prof. Elani Purty, Prof. Incharge

Witness 1:

Witness 2:



01/08/2023

Anudip Foundation for Social Welfare

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