

महाराष्ट्र MAHARASHTRA

2020

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जिल्हा कोषागार कार्यालय, ठाण
112 AUG 2021
मुद्रांक वसुध विणीक / लिणीक

Memorandum of Understanding

This memorandum of Understanding (herein after "Memorandum" or "MoU") is dated this 15-04-2021.

BETWEEN

Aayushman Social Wellness Foundation (ASWF) having its office at A/8, 8, Balratna CHS Ltd. , Mahesh Nagar, Goregaon (West), Mumbai -400 104.(hereinafter referred to as "First Party" which expression shall mean and include its legal heirs, administrators and permitted assigns),

AND

Nirmala Memorial Foundation College, having its office at Kandivali East (herein after referred to as "Second Party" which expression shall mean and include its legal heirs, administrators and permitted assigns).

(referred to herein as "Parties" or individually as "Party")

WHEREAS

- The parties are interested in working together in connection with the Purpose which is described in this Memorandum.
- This Memorandum sets out the initial relationship between the Parties as well as the respective rights and responsibilities of each party.
- This Memorandum is not intended to be legally binding but is intended to document the expectations of each Party except obligation contained in the Clause on Confidentiality which is intended to be binding of Parties herein.
- Each Party respectively is expected to act in good faith in accordance with this Memorandum.

जोडपत्र-१ फक्त प्रतिज्ञापत्रसाठी

13 AUG 2021

मुद्रांक विक्री नोंदवही अनुक्रमांक दिनांक

मुद्रांक विकत घेणाऱ्यांचे नांव व पत्ता *Nivmala memorial foundation*

इस्ते असल्यास त्यांचे नाव व पत्ता

इस्ते सही

परवानाधारक मुद्रांक विक्रेत्याची सही- (प्रमोद आर. दुबे)

मुद्रांक विक्रीचे पत्ता- आदेश्वर कृपा, शांती पार्क, मीरा रोड (पूर्व), ठाणे.

परवाना क्रमांक - १२०१०४७

मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधककारक आहे !

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13 AUG 2021



(1) PROJECT AND PURPOSE

(a) The Parties intend to investigate the purpose of working together and/or to actually work together on a project which will be referred to as **"Youth Empowerment through impacting Social Issues"**.

(b) The Project has the following purpose

Character building through activities which impact the urban and rural societies Inculcating, Promoting and Encouraging social entrepreneurship Positive Social impacting through innovative and creative ideas in areas of health, education, wealth management and environment.

(2) NON BINDING MEMORANDUM

(a) The Parties hereby acknowledge and agree that:

(I) The term of the Memorandum is not intended to be legally binding except obligation contained in the Clause on Confidentiality which is intended to be binding on the Parties here in ;and

(II) The terms of the Memorandum are not exhaustive ;and

(III) The terms of the Memorandum are expressly "Subject to the contract" until a final written contract in relation to the Project is entered by the Parties.

(IV) Nothing in this Memorandum will be construed as creating any legal relationship between the Parties

(V) This Memorandum does not create any rights , obligation or duties for any Parties excepts obligations contained in Clause on Confidentiality which is intended to be binding on the Parties herein.

(VI) This Memorandum is a statement of intent of the Parties and is intended to encourage mutual cooperation.

(VII) Nothing in this Memorandum affect any other agreement(s)which may exist between the Parties as the date of this Memorandum or at any subsequent date.

(VIII) Notwithstanding the preceding subclauses hereof, this Memorandum provide and accurate representation of the Parties' respective intention as at the date of this Memorandum.

(3) CHANGES TO MEMORANDUM

(a) This Memorandum may be amended at any time of agreement between the Parties.

(b) Any changes to this Memorandum must be made in written and signed by the Parties.

(4) GENERAL OBLIGATIONS

(a) Notwithstanding the non- bending nature of this Memorandum , the Parties will act in the good faith and will use their best endeavours to achieve the Purpose and to give effect to the terms of this Memorandum.

(b) The Parties hereby acknowledge and agree that they will each respectively perform all acts and execute all documents as reasonably required in order to give effect to the effect to this Memorandum.

(c) Each Party agrees to cooperate in the spirit of mutual understanding and goodwill in order to develop the Parties' relationship with one another and in order to pursue the Purpose.

(5) ROLES OF THE PARTIES

(a) Nirmala Memorial Foundation College will have the following obligations in the relation to this Project.

(1) Enrolling students for the project

(2)Attainment of minimum 200 hours per student per year

(3) Tenure of MOU :3 years

(4) Encouraging students to participate in activities, discussions to achieve Primary and ancillary objectives of organisation.

(6) CONFIDENTIALITY

(a) Notwithstanding anything contained herein, this "Confidentiality" clause in the intended to be legally binding on the Parties herein.

(b) The Parties each hereby acknowledge and agree that in connection with this Memorandum , they may have access to the information that is confidential and/or commercially valuable to one or more of the other Parties ("**Confidential information**").

(c) The Parties each hereby acknowledge and agree that they may be both the receiving party in relation to some Confidential information ("Receiving Party") , and the disclosing party in relation to some other Confidential information ("Disclosed Party") and that the terms of this Memorandum may apply to the party as both are Receiving Party and as a Disclosing Party , as the context as provides.

(d) For the purpose of this Memorandum, Confidential information may include but is not limited to:

(I) information of whatever nature relating to the project or to another party (whether relating to the Project or otherwise).

(II) any information derived from any other information which falls within the information of Confidential Information ;and

(III) any copy of any Confidential Information.

But does not include information which

(I) was known or in the possession of the Receiving party before it was provided to the receiving Party by the Disclosing Party, provided that it was know or in the possession of Receiving Party through legal means, and not as a result of any breach of this Memorandum or any other agreement or obligation relating to confidentiality (whether or not the Receiving Party was a party to such other agreement or obligation).

(II) Is , or becomes, publicly available through no fault of the Receiving Party;

(III) Is provided to the Receiving Party without restriction or disclosure by a third party , who did not breach any confidentiality obligations by making such a disclosure;

(IV) Is provided to the receiving Party by the Disclosing Party and is marked "Non- Confidential"; or

(V) Is required by law or regulation to be disclosed, but in the event that this exception applies , it applies only to the absolute minimum necessary and provide that the Disclosing Party is first consulted to establish whether and if so how far it is possible to prevent or restrict such enforced disclosure.

(e) In relation to any Confidential Information:

(I) the Receiving Party shall keep the Confidential Information confidential and secret.

(II) the Receiving Party shall only use the Confidential Information for the purpose of working in good faith on the Project in accordance with this Memorandum.

(III) the Receiving Party shall not release the Confidential Information to any other Party , unless that other party is an advisor who is under a duty of Confidentiality, is assisting with the Project and needs to have the Confidential Information in order to assist with the Project.

(f) if there is any doubt as to whether any particular information constitutes Confidential Information, the Receiving Party should presume it is Confidential Information, until the Receiving Party obtains explicit confirmation from the Disclosing Party that it is not Confidential Information.

(g) Each Party's respective obligations of confidentiality under this clause will survive the termination or expiration of this Memorandum and will continue after the Party ceases to participate in the Project.

(7) COMPETITION

(a) For the sake of clarity, this "Competition" clause like the rest of this Memorandum, is not intended to be legally binding. The Parties acknowledge and agree that if they need to be protected by a binding Non-Compete Agreement, they will prepare such a binding Non- Compete Agreement separately.

(b) Each Party respectively agrees that for the period of time as set out in this clause("the Time Period") after the Party cease to Participate in the Project, and within the geographical area as set out in this clause(" the Geographical Area") , the Party will not, either directly or indirectly, whether as an employee, partner, sole trader, manager, director , advisor, agent, representative affiliate, consultant, shareholder. Unitholder, trustee, contractor or otherwise , undertake any of the following:

(I) engaging in a business or Project which is the same as, similar to or in competition with the Project; or

(II) soliciting, hiring or attempting to hire any other parties or any employees or staff that are working in connection with the Project;

(III) soliciting any customers or client of the Project;

(c) For the purpose of this clause, "the time period" means, from the date that the Party cesses to participate in the Project.

6 months

(d) For the purpose of this clause, " the Geographical Area" means: Region under the state of Maharashtra.

(e) Each Party's respective obligations under this clause will survive the termination or expiration of this Memorandum and will continue after the Party ceases to participate to this Project.

(8) INTELLECTUAL PROPERTY

(a) In connection with each Party's participation in the Project, each party respectively may generate, create, contribute to, write or produce intellectual Property ("Project Intellectual Property")

(b) For the purpose of this Memorandum, "Project Intellectual Property" includes but is not limited to:

(I) information, Ideas, innovations, developments, improvement, inventions, discoveries, plans, reports, drawing, specification, advice , analyses , design, methodologies, code ,artwork, or any other intellectual Property; and

(II) intellectual-Property that results in any way from work performed for or on behalf of the Project(whether performed by the party of somebody else); and

(III) Intellectual party, whether the Party generates, create, contributes to, writes or produced that intellectual property;

(A) Directly, indirectly, independently or in cooperation or conjunction with another person or persons; and

(B) During the Party's ordinary working hours, or outside the Party's ordinary working hours; and

(C) At the location of the Party ordinarily participates in the project or at other location.

(IV) Intellectual property that results in any way from use of resources or assets in connection with the project, including reference or other materials, personnel , materials or other resources; and

(V) Intellectual property that results in any way to the project or any business which developed in connection with the project

(c) Unless otherwise expressly agreed between the Parties, nothing in this memorandum intended to create any transfer or assignment of any intellectual property rights in relation to any Project Intellectual Property.

(d) Unless otherwise expressly agreed between the Parties, in the event that a particular Party generates, creates, contributes to, writes, or produces an item of Project Intellectual Property, that Party shall retain any and all intellectual property rights in relation to that item of Intellectual Property

(e) Each Party's respective obligation under this clause will survive the termination or expiration of this Memorandum and will continue after that Party ceases to participate in the Project.

(9) TIMING AND DURATION OF PROJECT

(a) This Memorandum will commence on 15th day of April 2021.

(b) The Parties will negotiate in good faith in order to sign a final and legally binding agreement in relation to the Project (the "Agreement") on or before 15th April 2021.

(c) This Memorandum will remain in effect until the Agreement commences, or unless and until otherwise terminated by the Parties.

(d) The Parties may terminate this Memorandum by the mutual agreement.

(e) Either Parties may terminate this Memorandum by providing the following notice in writing to the other Party . The notice period be of 2 months.

(10) CONSEQUENCES OF TERMINATION

(a) In the event that this Memorandum is terminated:

(I) Neither Party will, under this Memorandum, any financial liability to the other Party; and

(II) Notwithstanding the preceding sub-clause hereof, either Party may incur liability towards the other Party in connection with the matters outside of this Memorandum, which may include but are not limited to liability in relation to the breach of contract, tort or equity.

(III) In the event that a Party (First Party) is in possession of any equipment , materials, documents, intellectual property, data or other information (“items”) that are the property of the other party (“Second Party”), then the first party must promptly return all items to the Second Party, or destroy any items if directed to do so by the Second Party; and

(IV) The obligations provided in the “Confidentiality” clause and in the “Competition” clause of this Memorandum will continue for the time periods as provided in those clauses respectively.

(11) COSTS

Unless otherwise expressly provided in writing, each party is responsible for its own costs of complying with this Memorandum and in connection with the performance of its obligations under this Memorandum.

(12) FORCE MAJEURE

If and to the extent that a Party’s performance of any of its obligations under this MOU, hindered or delayed by fire, flood, earthquake, elements of nature or acts of Gods, Pandemic, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or any other similar cause beyond the reasonable control of such Party (each, a “Force Majeure Event”), and such non-performance, hindrance or delay could not have been prevented by reasonable precautions, then the non-performing, hindered or delayed Party will be excused for such non-performance, hindrance of delay, as applicable, of those obligations effected by the Force Majeure Event for as long as such Force Majeure Event continues and such Party continues to use its best efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans or other means. The party whose performance is prevented, hindered or delayed by a Force Majeure Event will immediately notify the other Parties of the occurrence of the Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event.

If the Force Majeure Event continues for a continuous period exceeding 30 (thirty) days, The Parties shall mutually agree on the future course of action. However, despite all efforts made by the Parties in good faith, if the Force Majeure Event continues for a period of 90 (ninety) days, either of the Parties shall have the right to terminate this MOU by giving the other Parties notice of termination in writing.

(13) NON-SOLICITATION

Notwithstanding any provision to the contrary , each of the Parties agree that the Parties (or any Person forming part of the Parties) shall not for a period of 1 year from the date of this MOU:

- (a) Directly or indirectly, partner with or enter into any activity or hire or attempt to hire for any purpose whatsoever (whether as an employee, consultant, advisor, independent contractor, partner or otherwise) any employees, vendors, customer, consultant, contractor or agent of the other Party.
- (b) Directly or indirectly, approach, canvass, solicit, or otherwise entice using any incentive whatsoever (whether such incentive be in cash, kind or a composite of the same or in any other manner), any employees, vendors, customer, consultant, contractor or agent of the other Party.

(14) SEVERABILITY

If any provision of this MOU shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this MOU shall be construed as if such invalid, illegal or enforceable provision has never been contained herein. Any invalid or unenforceable provision of this MOU shall be replaced with a provision that is valid and enforceable and most nearly gives effect to the original intent of the invalid/unenforceable provision.

(15) ENTIRE AGREEMENT

This MOU constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence, agreements, understandings duties or obligations between the Parties with respect to the subject matter hereof.

(16) NO OTHER RIGHTS GRANTED

Nothing in this MOU is intended to grant any rights under any patent, copyright or other intellectual property rights of any of Party in favour of the other, nor shall this MOU be constructed to grant any Party any rights in or to the Party’s Confidential Information, except the limited right to use such Confidential Information in connection with the Project under this MOU.

(17) AMENDMENTS

Any changes, alteration, amendments, or modification to this MOU must be in writing and signed by authorized representatives of both Parties.

(18) DISPUTE RESOLUTION

(a) Any dispute(s) arising out of this MOU shall, as far as possible, be settled amicably between the Parties hereto failing which the following shall apply:

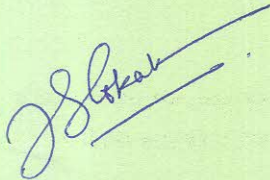
(b) The courts in Mumbai, India shall have exclusive jurisdiction over by dispute, difference or claims arising out of this MOU.

(c) If either Party employs attorneys to enforce any rights arising out of or relating to this MOU, the prevailing Party shall be entitled to recover reasonable costs and attorneys' fees.

(19) GOVERNING LAW

This MOU and all issues arising out of the same shall be construed in accordance with the laws of India.

SIGNED BY THE PARTIES THIS **DATE**



Aayushman Social Wellness Foundation (ASWF)



Nirmala Memorial Foundation College