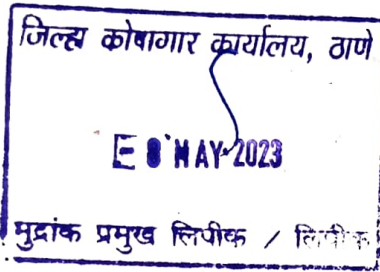




महाराष्ट्र MAHARASHTRA

2022

54AA 305215



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is entered into on 10 Jan 2022 by and between **Nirmala Memorial Foundation College**, having its field office at Reg. No. 401. Admin Office : Asha Nagar, D. S. Road, Thakur Complex, Kandivali(E), Mumbai-400 101. India hereinafter referred to as "NMFC"

And

Udayan Care, having its office at A-43 Chittaranjan Park, Delhi 110019, India hereinafter referred to as "Organization", having its PAN No: AAATU0067F.

Each of NMFC and the Organization are individually referred to as a "Party", and collectively as "Parties" to this MoU.

In view of the above, the Organization represents and warrants as follows:

1. Accuracy, Ethics :

- All the information provided in this MoU are true and accurate.
- Organization will hold themselves to the highest legal and ethical standards, not violate any applicable laws, not engage in corrupt dealings whether internally or externally, and not violate any civil rights, including discrimination such as on the basis of gender, race, religion, caste.

2. **Approvals, Conflicts:** that all required licenses/approvals have been obtained (and validly exist) to undertake the Projects contemplated under this MoU and the execution of this MoU shall not cause the Organization to be in breach of any of its existing obligations with any third party or the Organizations charter documents,
3. **Good Standing:** The Organization is validly established, in good standing, in full compliance with all applicable laws; there exists no claims, allegations, inquiries, convictions, pending cases, orders or complaints regarding the misuse, embezzlement, unlawful diversion of funds, or similar against the Organization or its representatives.
4. **Confidentiality:** "Confidential Information" shall mean and include any information and/or material (whether in digital, physical or any other form) owned or provided by NMFC and the beneficiaries to the Organization or its representatives, and/or agents at any point. The Organization shall treat the terms of this MoU and all other NMFC confidential information provided to them as confidential, and not distribute/disseminate such information without prior written consent from NMFC
5. **Duration:** The collaboration duration of this MoU shall be from 10 Jan 2022 unless
 - a) terminated by either of the parties prior to such date, or
 - b) extended by the Parties by mutual agreement

6. Indemnity

The parties shall fully indemnify and hold harmless each other and/or representatives against all liabilities, claims, suits, actions, demands, settlements, losses, judgments, costs, damages, expenses (including reasonable legal fees), fines, and penalties, arising out of any act or omission of the parties or its employees or agents in connection with this MoU. NMFC shall not in any way be responsible for the acts or omissions of the Organization or its personnel and shall not be liable to pay compensation of any kind to the Organization.

7. Termination

1. Notwithstanding anything to the contrary in this Agreement, either Parties shall be entitled to terminate this Agreement by serving a written notice on other Parties, prior to not less than 60 days, specifying the reason for termination.

The Organization shall perform the following obligations with respect to the Projects:

Whereas:

The Organization and The NMFC are both committed to empowering underprivileged girls and providing them with the necessary tools to achieve their goals. The parties hereby agree to collaborate on the following activities for the benefit of underprivileged girls:

1. **Scholarship Programs:** The Organization and NMFC will collaborate to create scholarship programs for underprivileged girls who wish to pursue higher education. The scholarship program will cover tuition fees, books and other expenses.
2. **Mentoring Programs:** The Organization and NMFC will create mentoring programs that connect girls with female mentors from NMFC who are successful in their careers.
3. **Workshops and Seminars:** The Organization and NMFC will collaborate to organize workshops and seminars on topics such as career planning, personal development, and financial management.
4. **Career Fairs:** The Organization and NMFC will organize career fairs that showcase different career opportunities to girls.
5. **Networking Events:** The Organization and NMFC will organize networking events that bring together girls, female mentors, and successful women in various fields.

6. **Outreach Programs:** The Organization and NMFC will work together to reach out to underprivileged girls in the surrounding communities and encourage them to pursue higher education.

7. **Mobilizing Volunteers and Suggesting Deserving Candidates from the College for the Program:** The Women's Development Cell will mobilize volunteers from among the college students and faculty to support the activities being conducted by the Organization and the college.


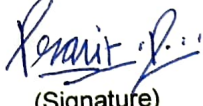
Miscellaneous

- 1) This Agreement will be governed by the laws of India. If any provision of this Agreement or its application to any person or circumstance is held to be invalid under applicable law, such invalidity shall not affect any other provision hereof.
- 2) If any controversy, conflict or dispute of any nature arises out of or relating to or in connection with the provisions of this agreement, the parties shall use all reasonable endeavours to resolve the matter amicably or by referring it to an arbitrator, mutually acceptable to both parties.
- 3) It is clarified by the parties that there is no service being provided by the Organization directly to NMFC. The services being performed by Organization are programs designed and implemented by Organization and are directly to the community at large.

It is agreed that The Organization and The NMFC shall be mutually responsible for the implementation of the aforementioned activities and shall provide any necessary resources or assistance to make the collaboration successful.

This MOU is effective as of the date signed and shall remain in effect until the completion of the activities specified herein.

The Parties have executed this MoU on 10 Jan 2022

Nirmala Memorial Foundation College:	Udayan Care:
By:  (Signature)	By:  (Signature)
Name: Ms. Swiddle D'Cunha Designation: I/C Principal Nirmala Memorial Foundation College of Commerce and Science	Name: Ms. Pooja Dharewa Designation: Co-Convenor USF West Mumbai

