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MEMORANDUM OF UNDERSTANDING

BETWEEN

DAYANAND COLLEGE, HISAR

AND

PAHLA KADAM FOUNDATION, REG. NO. 1634, HOUSE NO. 50, F/F, KH NO.-139, GALI NO. 2, IGNOU ROAD VILLAGE, NEB SARAI, NEW DELHI, DELHI 110068

Pahla Kadam Foundation is a Non-Governmental Organisation (NGO) under Reg. No. 1634, and office with an address House No. 50, F/F, KH No.-139, Gali No. 2, IGNOU Road Village, Neb Sarai, New Delhi, Delhi 110068 through its national president Mr. Rajesh Vashisth, hereinafter referred to as "PKF" (which expression shall, unless repugnant to the context thereof mean and include its successors and assigns) of the First Part;

AND

Dayanand College, Hisar, a Government Aided College established in 1950, Governed by DAV College Managing Committee, New Delhi, Affiliated to Guru Jambheshwar University of Science and Technology, Hisar and recognized by UGC Act, 1956 under Section 2(f) and 12(B), having administrative office at Hisar, Haryana, through its Principal, Dr. Vikramjit Singh, hereinafter called the "DNC", (which expression shall unless repugnant to the context or meaning thereof means and includes its successors and assigns) of the other part

WHEREAS:

The Parties confirm their intentions in good faith as follows: -

1. Objectives of MOU:

- 1.1 To provide and enhance academic interest between PKF and DNC.
- 1.2 To encourage students for voluntary service in society and in DNC.
- 1.3 To promote awareness/campaign activities between AUF and DNC.

2. Proposed Modes of Collaboration:

- 2.1 Cooperation and promotion of education and awareness among students of DNC Campus, Hisar.
- 2.2 The appreciation letter will be awarded by PKF to the students for their participation in educational and social services outside and in DNC Campus, Hisar.

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3. Terms and Conditions:

- 3.1 DNC will donate an amount of Rs. 5000 (Rupees Five Thousand) as institutional membership in the specified account of PKF.
- 3.2 This money will be used for various social programme run by PKF.
- 3.3 DNC can take the decision to organise social awareness programme for the celebration of the specific days or events in collaboration with PKF
- 3.4 DNC will announce the information of various programmes through different mediums of communication i.e., College Website, Hand Book of Information.

4. Confidentiality and Non-disclosure:

- 4.1 A Party in receipt of Confidential Information from the other party must not use or disclose the other Party's Confidential Information without that other Party's prior written consent other than:
 - i) for the purposes of carrying out this MOU, provided any disclosure is only to such of the receiving party's personnel who need to know and who are made subject to the confidentiality requirements of this MOU; or
 - ii) as required by law.
- 4.2 Any public announcement in relation to this MOU should be made only after informing the other Party only after signing the MoU.
- 4.3 Confidential Information means (a) the subject and terms of this MOU and (b) all Information (in whatever form) disclosed by one Party to the other, whether before or after the date of this MOU but excludes information which (i) is or becomes public knowledge other than through a breach of this MOU (ii) the recipient can show to the discloser's reasonable satisfaction to have been in the recipient's lawful possession prior to disclosure or (iii) the recipient can show to the discloser's reasonable satisfaction to have been lawfully received from a third party not obliged to keep that information confidential.


5. Relationship between the Parties:

5.1 Settlement of Disputes

The parties shall first use reasonable endeavours to amicably settle disputes arising out of or in connection with this MOU. Where a dispute has not been amicably resolved, the parties shall enter into structured negotiation with the assistance of a mediator acceptable to both the parties. When mediation fails, the parties shall settle the dispute through arbitration. Such arbitration shall be conducted under the amended rules of Arbitration and Conciliation Act as amended up to date. The award of arbitration shall be final and binding upon both the parties. The venue of arbitration shall be at HISAR. The High Court of Punjab and Haryana, Chandigarh and the court subordinate to it in Haryana shall have exclusive jurisdiction concerning this MOU including any matter arising out of the arbitration proceeding or any award therein.




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5.2 Force Majeure:

Either party shall promptly notify the other party, in writing, of any situation or event arising from circumstances beyond their control, which they could not have reasonably foreseen, and which make the performance of all or any part of the parties' obligation under the MoU impossible. Upon notification of the occurrence of such a situation or event, the performance of this MoU shall be deemed to be postponed for a period of time equivalent to that caused by the Force Majeure and reasonable period not exceeding one week thereafter shall be allowed for remobilization to continue the performance of the MoU.

5.3 Implementation:

All laws, rules and regulations issued by the parties shall be strictly observed at all times.

5.4 Indemnity:

Both parties agree to indemnify/ compensate other party on account of any losses arising due to the fault of the other party.

5.5 Coordinator:

Both Institutes will designate person(s) who shall be responsible for co-ordination and implementation of this agreement. The In-charge/Convener, Department of Environmental Studies and Eco-Club, DNC, Hisar will be the coordinator from the DNC, Hisar.

6. Entry in to Effect (Duration), Modification and Termination:

6.1 This MOU shall become effective on the date it is signed by the parties and shall be valid for five years extendable further on mutual consent. Both parties shall review the status of the MOU at the end of every two-year period to determine any modification, whenever necessary. The MOU may be terminated with immediate effect by mutual agreement between the parties or by either party giving the other not less than 'three months' notice in writing.

6.2 All joint activities not completed at the expiration or termination of the MOU may be continued until their completion under the terms of this MOU.

6.3 No amendment or modification of the MOU shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be amendment of the MOU. The modifications/changes shall become part of the MOU and shall be effective from the date on which they are made/ executed, unless otherwise agreed upon.

6.4 There shall be no financial obligation/liability on any of the parties signing the MoU.

7. Non exclusivity

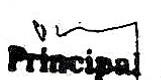

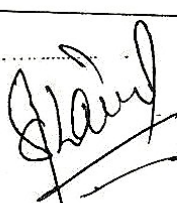
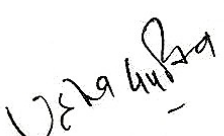

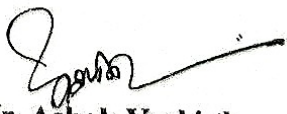
This MoU is non-exclusive and the parties are free to enter into MoU/Agreements with other parties covering collaboration and co-operation within the scope of this MoU.



The MoU shall be executed in duplicate with each copy being an official version and having equal legal validity. By Signing below, acting by their duly authorized officer, have caused this Memorandum of understanding to be executed, effective as of the day and year fist above written.

This MOU has been executed in two originals, one of which has been retained by the First party and the other by the Second party.

IN WITNESS WHEREOF, the Parties hereof have executed this Memorandum of Understanding (MOU) to be signed in their respective names as on the 16th day of May, 2023.

Name and Address of the First Party	Name and Address of the Second Party
 Principal Dr. Vikramjit Singh Principal Dayanand College, Hisar	 Mr. Rajesh Vashisth, National President Pahla Kadam Foundation, Reg. No. 1634, House No. 50, F/F, KH No.-139, Gali No. 2, IGNOU Road Village, Neb Sarai, New Delhi, Delhi 110068
<i>Witness</i>  Sh. Chetan Sharma Assistant Professor Dayanand College, Hisar	<i>Witness</i>  Dr. Usha Gupta State Female President Pahla Kadam Foundation, Reg. No. 1634, House No. 50, F/F, KH No.-139, Gali No. 2, IGNOU Road Village, Neb Sarai, New Delhi, Delhi 110068
<i>Witness</i>  Ms. Manju Sharma In-charge Department of Environmental Studies & Convener of Eco-Club Dayanand College, Hisar	<i>Witness</i>  Mr. Ashok Vashisth, National Secretary Pahla Kadam Foundation