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# **Government of Karnataka**

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THE PRINCIPAL BLDEAS JSS COLLEGE OF EDUCATION VJP

Article 4 Affidavit

**BOND** 

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THE PRINCIPAL BLDEAS JSS COLLEGE OF EDUCATION VJP

AGASTYA FOUNDATION VIJAYAPUR

THE PRINCIPAL BLDEAS JSS COLLEGE OF EDUCATION VJP

(One Hundred only)

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This Memorandum of Understanding (MoU) records the understanding arrived on this BLDEA's JSS College of Education, PG Studies in Education and Research Centre, Vijayapur.

Agastya International Foundation (AGASTYA), a Trust registered with the sub register office, Shivajinagar, Bangalore with registration number Document # 15 / IV / 1999-2000 dated 10-6-2005 and having its office at #101, Varsav Plaza, 12 Jayamahal Main Road, Bangalore - 560046, hereinafter referred to as "Agastya" (which expression shall be deemed to mean and include its succesors and permitted assigns) Represented by (Regional Manager Name)

- 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.
   The onus of checking the legitimacy is on the users of the certificate.
- 3. In case of any discrepancy please inform the Competent Authority.

The Parties to this MOU here BLDEA's JSS College of Education,PG Studies in Education and Research Centre,Vijayapur in after shall be jointly referred to as 'the Parties' and individually as 'the Party'. WHEREAS the is entering into this MOU with Agastya International Foundation non-exclusive basis.

#### 1. Objective of MOU:

To provide Volunteering opportunities to students of BLDEA's JSS College of Education, PG Studies in Education and Research Centre, Vijayapur as a part of their Academic program which ensures to bring social awareness to the students. AGASTYA is collaborating with BLDEA's JSS College of Education, PG Studies in Education and Research Centre, Vijayapur as an NPO in the Agastya Volunteering Program (AVP), where students are recruited as Volunteers.

#### 2. Obligations:

Both the organizations acknowledge the fact that no contractual relationship has been created out of this MOU and they agree to work in unison towards meeting the goals and expectations of the "Volunteering Opportunity" offered by AGASTYA to make this collaboration a success and thereby exemplify the spirit of transparency and social responsibility.

## 3. Cooperation in view of this Collaboration:

The roles for both the parties would be:

## a) Role of Agastya International Foundation:

- Representatives of AGASTYA will visit college or join a webinar to represent & showcase AGASTYA social work being done to encourage students to join for Volunteering.
- 2. The identified students will be trained & assigned the tasks by AGASTYA based on the Volunteering Opportunity opted
- 3. Volunteers will report to their Supervisor/ Manager/ AGASTYA officials.
- 4. AGASTYA will encourage Volunteers to submit a report based on their role, for which support will be provided.
- 5. CONFIDENTIALITY:

"Both the Parties undertake to keep confidential all confidential information (whether written or oral) concerning and business and affairs of each other. "

"Agastya confirms that BLDEA's JSS College of Education, PG Studies in Education and Research Centre, Vijayapur shall not be liable or responsible in any manner for any act of Agastya and hereby indemnifies and keeps indemnified and holds BLDEA's JSS College of Education, PG Studies in Education and Research Centre, Vijayapur harmless from and against all or any loss, damage, charges, coast and expenses that may be incurred or suffered by BLDEA's JSS College of Education, PG Studies in Education and Research centre, Vijayapur or by any one of its employees on account of any claim made against by any person directly arising Solt of BLDEA's JSS College of Education, PG Studies in Education and Research Centre, Vijayapur association with the project.

Signature:

Name:

Sr. Manager

CSAC Center Karnataka

> Greta Pati Designation: Designation

**CORE SCIENCE ACTIVITY CENTER** 

NEAR Z. P. OFFICE, VIJAYAPUR-586109

Signature

Name: Dr B Y Khasi

Designation: Principal

Principal, J.S.S. College of Education VIJAYAPUR.

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) records the understanding arrived on this BLDEA's JSS College of Education, PG Studies in Education and Research Centre, Vijayapur.

## **BETWEEN**

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### AND

BLDEA's JSS College of Education,PG Studies in Education and Research Centre,Vijayapur a University/Educational Institution established under the University of UGC/NCTE Act, 2015, enacted by the state of Karanataka, India, having its main campus at, Vijayapur Dist –Pin-586103, India, through its Vice Chancellor/Principal, Dr B.Y.Khasnis which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns of the One Part;

The Parties to this MOU here BLDEA's JSS College of Education,PG Studies in Education and Research Centre,Vijayapur in after shall be jointly referred to as 'the Parties' and individually as 'the Party'.

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"All written and oral information, in whatever medium or form, shall be held in strict confidence by all parties and be used only for purposes of this Agreement. Except as required by law; no such information, including the provisions of this Agreement, shall be disclosed by the recipient without the prior written consent of the other party. If either party is required to disclose any confidential information of the other party; the party so required shall notify the other party immediately and shall co-operate in seeking a reasonable protective order."

- 6. The above said Volunteering would be for a period of 4 to 8 five years from 2023 to 2028. However, the exact dates of the duration would be mutually agreed between both the parties as per the school calendar & availability.
- 7. AGASTYA shall provide the 'certificate of completion' of the Volunteering Engagement and grades, within two weeks (15 days) upon satisfactory completion & submission of report on Volunteering engagement to the designated AGASTYA coordinator.
- 8. AGASTYA shall not involve Volunteers in any sort of financial activities (Crowd funding and, or fundraising activities etc.).
- b) Role of BLDEA's JSS College of Education, PG Studies in Education and Research Centre, Vijayapur University/Education Institution:
- 1. BLDEA's JSS College of Education,PG Studies in Education and Research Centre,Vijayapur shall facilitate & ensure that the students complete the initial formalities & the required registration processes before starting the engagement.
- 2. BLDEA's JSS College of Education,PG Studies in Education and Research Centre,Vijayapur shall depute a dedicated Coordinator for this engagement & he/she will be the SPOC (single point of contact).
- 3. BLDEA's JSS College of Education,PG Studies in Education and Research Centre,Vijayapur shall ensure that the students who signs-up the volunteering engagement will complete the assignment & not leave in the mid-way.
- 4. BLDEA's JSS College of Education,PG Studies in Education and Research Centre,Vijayapur -& the students involved in the engagement shall ensure the safety of themselves during the period of engagement.
- 5. AGASTYA will ensure that the policies related to prevention of Sexual Harassment or Discrimination that are applicable to their employees as per "Law of the Land" will be applicable to the BLDEA's JSS College of Education,PG Studies in Education and Research Centre,Vijayapur students.

- 6. BLDEA's JSS College of Education,PG Studies in Education and Research Centre,Vijayapur -& the students shall adhere to the guidelines prescribed by the school authorities & AGASTYA.
- 7. Encourage students to join AGASTYA and give them permission to attend events and classes during the week days.
- 8. BLDEA's JSS College of Education,PG Studies in Education and Research Centre,Vijayapur shall provide platforms for AGASTYA to organize various sensitization activities for students of BLDEA's JSS College of Education,PG Studies in Education and Research Centre,Vijayapur University/ Educational Institution
- 9. BLDEA's JSS College of Education,PG Studies in Education and Research Centre,Vijayapur & the students shall bear the expenses for their travel, food, etc to the designated locations of engagement.
- 10. BLDEA's JSS College of Education,PG Studies in Education and Research Centre,Vijayapur -& the students shall bear the expenses related to the stationeries to be procured for making low-cost model making, etc required for engaging with school children.
- 11. BLDEA's JSS College of Education,PG Studies in Education and Research Centre,Vijayapur is responsible for its own costs & expenses involved in fulfilling the requirement of "Volunteering Opportunity" assigned to each student & obligations under this MOU.

These expenses would be meet from any third party student support agency but not directly from the student fees.

# . Financials:

AGASTYA & BLDEA's JSS College of Education,PG Studies in Education and Research Centre,Vijayapur shall be responsible for its own costs and expenses involved in its efforts to negotiate, conclude and fulfil its obligations under this MOU. Notwithstanding anything to the contrary contained herein, BLDEA's JSS College of Education,PG Studies in Education and Research Centre,Vijayapur shall render entire its services under this MOU on pro bono basis i.e., without charging or seeking reimbursement of any payment, fee, charges whatsoever from the AGASTYA.

# 5. Use of Logo/Name

permission is given to both the parties to use the official marks of the other party specifically the institutional name and/or institutional logo solely for the purposes of promoting and administering the collaborative activities between the institutions; Provided, that the party using the official marks of the other party shall take all such reasonable degree of care as an institution of good ethical and normal prudence would expect in its own case.

# 6. IP and Copyright.

The Parties or any of their representatives may not use the name, trademark or logo or any other intellectual property of the other Party without prior written consent of the other Party.

# 7. Indemnity

Each Party hereby agrees to defend, indemnify, and hold harmless the other Party and/or its affiliates against any liability, losses, damages or costs (including any legal costs) incurred or suffered by a Party as a result of any breach, negligent act or omission, or wilful default on the part of the other Party and/or its affiliates arising either directly or indirectly from the performance (or non-performance) of this MoU.

## 8. Arbitration and Jurisdiction:

In case of any dispute arising between the parties in respect to any of the terms in this MOU, the parties undertake to settle the same by issuing a notice within 15 days from the date of the issue becoming known to either party. In case no such settlement is arrived at after mutual negotiations, the matter may be resolved by arbitration and shall be governed by the provisions of the Arbitration and Conciliation Act 1996 subject to any statutory modification, amendment or re-enactment, from time to time.

## 9. MOU Effective Date:

This Memorandum of Understanding shall be effective from the date of signing by both parties.

## 0. Term of MOU:

This MoU, unless extended by mutual written agreement of the parties, shall expire 5 years after the effective date specified hereinabove. This MoU may be amended or terminated earlier by mutual written understanding of the parties at any time. However, no such early termination of this MoU, whether mutual or unilateral, shall affect the current obligations of the parties under the MOU. Notwithstanding, either party may terminate this MOU after giving 90 days written notice to the other party. However, both the Parties shall be at liberty to terminate the MOU forthwith in the event of any breach of confidentiality, as contained under clause 3(a).7

IN WITNESS WHEREOF BOTH THE PARTIES HAVE SIGNED THIS MEMORANDUM OF UNDERSTANDING ON THE DAY AND DATE FIRST ABOVE WRITTEN:

For BLDEA's JSS College of Education,PG Studies in Education and Research Centre,Vijayapur University/ Educational Institution

Signature:

Name: Dr. B.Y. Khacnif

Principal, Designation VIJAYAPUR.

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IQAC Co-ordinartor
BLDEA's JSS College of Education
Vijayapur

For Agastya International Foundation:

Signature:

Name:

Designation: Regional Manager

AGASTYA INTERNATIONAL FOUNDATION
CORE SCIENCE ACTIVITY CENTER
NEAR Z. P. OFFICE,
VIJAYAPUR-586109

CSAC Center Karnataka

Principal,

J.S.S. College of Education

VIJAYAPUR.