



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

26AA 129551

MEMORANDUM OF UNDERSTANDING

This Agreement is made effective from 21st June 2023.

Between

Sterlite EdIndia Foundation, located at maker Maxity, 5 North Avenue, Level 5th, Bandra Kurla Complex, Bandra East, Mumbai, Maharashtra, 400051, India, represented by Varun Bhamre Chief Functionary hereinafter referred to as "EdIndia"

Whereas

- EdIndia is a section 8 Not for Profit Company that leverages technology and data analytics to create innovative solutions to impact the quality of education at scale.
- EdIndia is dedicated to in-service and pre-service teacher capacity building to enhance their teaching skills and technological readiness for an improved learning environment in classrooms by creating tools, solutions and frameworks that empower teachers by leveraging technology to improve the teaching-learning process.
- EdIndia has entered into a partnership with UNICEF YuWaah P2E (Passport to Earning) for implementation of online self-paced courses in Digital Productivity and Financial Literacy for youth in the age group of 14-29 years as detailed out in Annexure 1.

And

Ramakrishna Sarada Mission Vivekananda Vidyabhavan established in 1961 having its office and institution at 33, Sree Maa Sarada Sarani, South Dumdum, Kolkata 55, represented by its authorized representative and Principal Pravrajika Vedarupaprana, hereinafter to as RKSMVV, (which expression wherever the context admits or permits shall mean and include its members of the Governing Board for the time being their successors-in-interest and successors in office and assigns) of the OTHER PART

Whereas

P. Vedarupaprana
Principal
Ramakrishna Sarada Mission
Vivekananda Vidyabhavan



- RKSMVV is a partly residential degree college for women, built under the auspices of Sri Sarada Math as a humble effort to carry out Swami Vivekananda's ideals of education among women.
- RKSMVV today stands among the premier girls' colleges of the State.
- It is a NAAC 'A' Grade college. In the 2020-21 list issued by the Education World of India's top 500 Colleges, this College ranks as the fifth best college in West Bengal and 28th in India among nation-wide All Non-Autonomous Colleges.
- RKSMVV expressed its intention to impart Skill based training of UNICEF to the students taking the help of EdIndia for this purpose.
- EdIndia has agreed to the proposal of RKSMVV with regard to Skill based training.

NOW, THEREFORE, THE PARTIES HEREBY RECORD THE TERMS ON WHICH THE PARTIES WILL WORK TOGETHER –

1. TERM

Duration – This MOU shall remain in force till **30th November 2023**. Either party may terminate this MOU by providing 30 days advance written notice to the other party.

Extension and Renewal – The parties may extend or renew this MOU by agreement, confirmed in a written amendment signed by each party's authorized signatory.

Amendment – No amendment of the terms of this MOU will be effective unless made in writing and signed by each party's authorized signatory.

2. OBJECTIVES OF THE AGREEMENT:

Both Parties agree to go into this agreement to achieve work together to collaborate for skill development of students within RKSMVV for capacity building and professional development.

3. OBLIGATIONS OF EDINDIA

EdIndia agrees to execute the terms of the present Agreement as per Article 2.

EdIndia will support RKSMVV with collaterals and materials to spread awareness about the course.

EdIndia will support RKSMVV with 'How-To' Videos, demo and orientation sessions for the faculty, and a dedicated helpline for query resolution.

EdIndia will provide technical support and maintenance for the online platforms through which content will be accessed for the certification courses agreed upon.

EdIndia will provide RKSMVV with bi-monthly dashboards and reports for effective monitoring of course completion.

EdIndia will help facilitate any communication (rewards/ incentive) for RKSMVV from UNICEF P2E as per the direction of UNICEF.

4. OBLIGATIONS OF RKSMVV

RKSMVV will ensure mobilization of youth between the age group of 14-29 years and inform them about the benefits of UNICEF's Financial Literacy course.

RKSMVV will support the candidates in registration and onboarding on the portal.

RKSMVV will provide incentive and support to candidates to ensure course completion.

RKSMVV agrees to execute the terms of the present Agreement.

5. COMMERCIALS

This is a pro-bono arrangement with no commercials involved.

P. Vedantaprasanna
Principal
Ramakrishna Sarada Mission
Vivekananda Vidyabhavan



6. CONFIDENTIALITY

All information and/ or documents exchanged between the Parties pursuant to this agreement shall not, under any circumstances, be released by the receiving Party to any other third party or to public without prior written consent of the originating Party.

Each party shall act in accordance with the other and shall not disclose or give the benefit thereof to any other party.

Any amendment to this AGREEMENT shall be made in writing and signed by the Parties.

This AGREEMENT does not create any agency or partnership or any such similar relationship, whatsoever between the Parties.

Each party shall be responsible to comply with any law/ regulation that it is required to comply for any activity under this AGREEMENT.

The performance of the promises made in this AGREEMENT shall be subject to Force Majeure events like acts of God, Government of regulations, Orders of any Competent Court/ Authority etc. further in case of any Force Majeure event, the Party/ Parties affected by such Force Majeure event shall give notice and details of the same to other party/ parties and thereafter the parties shall decide on the next course of action.

The media and information support (films, photographic pictures, etc.), as well as all the rights related to them, will belong exclusively to the Party who makes and finances them. They can only be used by the other Party after the latter obtains the prior consent of the proprietary party. Notwithstanding that, the proprietary party can refuse to authorize their use if the rights given up (copyright, trademark) do not cover the foreseen exploitations.

The Parties shall resolve any dispute between them amicably by mutual negotiations. Where the negotiations fail, the dispute shall be strived to be settled through arbitration under the provision of the Indian Arbitration and Conciliation Act 1996, as amended from time to time. The venue of Arbitration shall be Mumbai.

7. INTELLECTUAL PROPERTY RIGHTS

All activities conducted pursuant to this Collaboration Agreement, or the specific agreement shall be subject to the availability of funds, personnel and other resources as well as to the applicable laws and regulations, policies and programmes of each Party.

All pre-existing Intellectual Property Rights shall continue to vest with the owner of such Intellectual Property Rights.

All Intellectual Property Rights jointly made, developed, conceived, first reduced to practice, fixed in any tangible medium of expression, or created by both Parties pursuant to this Agreement ("Joint Intellectual Property") shall be the joint property of both the Parties and each Party may enjoy all rights and privileges accorded for ownership and usage of such Joint Intellectual Property without accounting to the other.

Both parties hereby grants to the other Party a non-exclusive, non-transferable right to copy, use and display the other Party's logo, wordmark, trademark and such other Intellectual Property Rights on any and all mediums in which such Party publishes any content prepared by both Parties pursuant to this Agreement.

Neither Party shall acquire any ownership rights in or to the other Party's Intellectual Property Rights by virtue of it using and displaying the latter's Intellectual Property on such medium as specified in sub-clause (c) above.

Except for the limited rights expressly granted herein, this Agreement does not transfer from one Party to the other, any proprietary right or interest in their respective Intellectual Property.

All rights not expressly granted to any Party in this Agreement are reserved by the respective owner of the Intellectual Property.

P. Vedantaprasad

Principal
Ramakrishna Sarada Mission
Vivekananda Vidyabhavan



8. TERMINATION

In the event that, either of the parties finds the responsibilities and obligations of the project onerous, it will forthwith intimate this to other party and if within 30 days of such intimation parties are unable to reconcile the differences, the parties will be entitled to terminate the agreement.

This agreement shall, unless otherwise be extended by mutual agreement of the parties, shall terminate upon happening of any of the following events:

Termination by mutual consent.



Termination by either Party due to breach of any of the covenants hereof by the other, with three months prior notice to the defaulting Party.

Notwithstanding the above, termination shall not prejudice any obligation that has arisen prior to the date of effective termination between the Parties and/ or obligation of either Party to any other third party.

All notices or other communication under or in connection with this AGREEMENT be given in writing by registered AD or Speed Post or by telex or by facsimile at the following address (unless otherwise communicated):

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| If to EdIndia at: Attention: Varun Bhamre Maker Maxity, 5 North Avenue, Level 5 th Bandra Kurla Complex, Bandra East, Mumbai City – 400 051 | If to RKSMVV at: Attention: Pr Vedarupaprana 33, Sri Maa Sarada Sarani (Previously Nayapatty), South Dum Dum, Kolkata – 700 055 |
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The undersigned parties have read the terms and conditions hereby conclude the present agreement and confirm their agreement and acceptance thereof:

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| For RAMAKRISHNA SARADA MISSION VIVEKANANDA VIDYABHAVAN  Name: Pr. Vedarupaprana Principal Title: Principal Ramakrishna Sarada Mission Vivekananda Vidyabhavan Date: 21 st June 2023 | For STERLITE EDINDIA FOUNDATION  Name: Mr. Varun Bhamre Title: Chief Functionary Date: 21 st June 2023 |
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