

RATNA NIDHI CHARITABLE TRUST

- and -

DISTRICT ADMINISTRATION, KOLHAPUR,

GOVERNMENT OF MAHARASHTRA

[MEMORANDUM OF UNDERSTANDING]

MEMORANDUM OF UNDERSTANDING (MOU)

This MOU (hereinafter referred to as “the Agreement”) is made on this 11TH April 2019 at Zilla Parishad, Kolhapur

By and Between;

Ratna Nidhi Charitable Trust, a company registered under the Bombay Public Trusts Act 1950 and having its registered office at 16 A, Khetwadi, 12th Lane, Opp. Super Cinema, Grant Road East, Mumbai - 400004 (hereinafter referred to as “the Trust”) which expression shall, unless repugnant to the context or meaning hereof, be deemed to mean and include its successors and permitted assigns) of the first part.

And

Zilla Parishad, Kolhapur signed on its behalf by CEO, exercising executive powers of the Zilla Parishad, Kolhapur and Government of Maharashtra through the School Education and Sports Department (SESD) and Health Department having office at Zilla Parishad Administrative Building, Nagala Park, Kolhapur (hereinafter referred to as “the Kolhapur Zilla Parishad”) which expression shall, unless repugnant to the context or meaning hereof, be deemed to mean and include its successors and permitted assigns, of the SECOND PART

WHEREAS the MoU is now being undertaken with the intent to providing materials and services promoting education and healthcare and the Trust is Ratna Nidhi Charitable Trust.

AND WHEREAS:

It is envisaged that the primary objective of this MoU is to create health and education ecosystems in pockets of Kolhapur with a focus on digital and quality education and Primary health care

AND WHEREAS the “Government” is desirous of entering into an arrangement wherein the trust will be identified as the implementation partner for better delivery of Central and State level Education and Health schemes (to be mutually identified with the administration) infrastructural assistance to replicate the model;

AND WHEREAS the “Trust” has agreed to provide Library books, second hand computers and imported spectacles for the welfare of primary and secondary school students.

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as
under:**

Article 1
Scope of Services

OBJECTIVE

- a. Donate library books to school students studying in the schools of Zilla Parishad Kolhapur
- b. Donate books to set up central library for Zilla Parishad Kolhapur
- c. Donate second hand computers to set up computer labs in the schools of Zilla Parishad Kolhapur
- d. Donate imported quality spectacles to the beneficiaries identified from the students studying in the schools of Zilla Parishad Kolhapur.

Article 2
Commencement of the Agreement

This Agreement shall commence from the Effective Date and shall be effective for a period from April 2019 to April 2020 initially unless terminated sooner in accordance with the provisions of this Agreement and may be renewed for such additional terms on such terms and conditions as may be mutually agreed in writing.

Article 3
Obligations of the Government

- a. The Government may use the name of the Trust or its logo in connection with its business with the prior written approval of the Trust.
- b. Transporting and distributing library books to school students studying in the schools of Zilla Parishad Kolhapur
- c. Transporting books to set up central library for Zilla Parishad Kolhapur
- d. Acquiring permissions from the excise department for transportation from the respective country to India of second hand computers to set up computer labs in the schools of Zilla Parishad Kolhapur
- e. Acquiring import duty and tax waiver for second hand computers to set up computer labs in the schools of Zilla Parishad Kolhapur
- f. Transporting second hand computers to the schools to set up computer labs in the schools of Zilla Parishad Kolhapur
- g. Transporting and distributing imported quality spectacles to the beneficiaries identified from the students studying in the schools of Zilla Parishad Kolhapur

- h. Acquiring vehicle and modifying the interior of the vehicle for 'Books on Wheels' mobile library program
- i. Taking care of operations and maintenance of the 'Books on Wheels' mobile library program

Article 4
Functions and Obligations of Trust

- a. Collecting, sorting and packaging library books to school students studying in the schools of Zilla Parishad Kolhapur
- b. Collecting, sorting and packaging books to set up central library for Zilla Parishad Kolhapur
- c. Collecting second hand computers and Managing the transportation from the respective country to India of second hand computers to set up computer labs in the schools of Zilla Parishad Kolhapur
- d. Manufacturing and Supplying imported quality spectacles to the beneficiaries identified from the students studying in the schools of Zilla Parishad Kolhapur
- e. Collecting, sorting and packaging library books for the 'Books on Wheels' mobile library program
- f. Collecting, sorting and packaging library books for 'Books on Wheels' mobile library program

Article 5
Rights and Obligation of Parties:

- 1. The Parties hereto agree that the terms and conditions of the Agreement and other confidential information shall not be disclosed to any third party without prior consent in writing from the non-disclosing party, unless such disclosure is required by law.
- 2. Notwithstanding anything to the contrary in the Agreement, neither Party hereto shall be liable for reason of failure or delay in the performance of its duties and obligations under the Agreement if such failure or delay is caused by an event of force-majeure.
- 3. The "Government" hereto shall not assign or transfer its rights and obligations under the Agreement in any manner what so ever without the prior written consent of the "Trust".
- 4. The "Government" reserves its right and is entitled to enter into similar Agreement with other parties and the "Trust" shall have no objection for the same.

5. Similarly, the “Trust” reserves its right and is entitled to enter into similar Agreement with other companies and agencies anywhere in India and abroad and the “Government” shall have no objection for the same.
6. The Agreement between the Parties hereto is on Principal to Principal basis and is not intended to create a relation of a Principal and an Agent. Each party to this agreement is acting as an independent contractor, and nothing in this agreement shall create or be construed to create any partnership, joint venture, agency, franchise, sales representative or employment relationship between the parties
7. The parties represent and warrant that they have all right, power and authority needed to enter into and carry out this Agreement.
8. The Trust shall always be the sole and exclusive owner of all the right, title and interest in respect of the Intellectual Property Rights of the Company arising out of this Agreement. As used herein, the expression "Intellectual Property" means all patents, trademarks, permits, service marks, brands, trade names, trade secrets, proprietary information and knowledge, technology, computer programs, copyrights, licenses, franchises, formulae, designs, rights of confidential information and all other intellectual property.

Article 6 Termination and Consequences

Both the parties shall be entitled to terminate the Agreement without assigning any reason whatsoever by giving at least 30 days prior written notice in that behalf to the other Party hereto. The termination notice will specify the reason for terminating this MoU.

Article 8 Indemnity and Limited Liability

Each Party hereby indemnifies the Other Party and shall always keep the Other Party indemnified of/ from and against all costs, charges, expenses, losses and or damages incurred or at any time suffered, caused or sustained by the Other Party due to or on account of any default, negligence or any breach or default of any of the terms and conditions of the Agreement.

Article 9 Miscellaneous

1. **Words And Phrases:**

For the purpose of the Agreement, words, terms, phrases, and their derivations shall have the meanings given in the Agreement, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words, in the plural number

include the singular number, and words in the singular number include the plural number. The word “shall” is always mandatory and not merely directory, except where noted. Where the following definitions are in conflict with definitions in law, it is the express intent that the definition in the applicable law shall take precedence.

2. Notice:

Any Notice or intimation required given under the Agreement shall be deemed to be served;

- a. In the case of notice or intimation to the “Trust”, if it is sent to its address stated above (unless change of address has been duly intimated in to the “Government”) by registered post acknowledgement due and by hand delivery duly acknowledge, and
- b. In the case of notice or intimation to the “Government”, if it is to its registered office at the address stated above (unless change of addressed has been duly intimated in writing to the “Company”) by registered post acknowledgement due or by courier.

2. Partial Invalidity:

If any provision of this Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part, this Agreement shall continue to be valid as to its other provisions and the remainder of the affected provision.

3. Non-Waiver:

No waiver by any Party of any default with respect to any provision, condition or requirement hereof shall be deemed to be waiver of any other provision, condition or requirement hereof nor act as waiver of any remedy available for breach of that very provision, condition or requirement in the future. No delay or omission of any Party to exercise any right hereunder on one occasion in any manner shall impair the exercise of any such right or any other occasion.

4. Headings:

Headings contained in the Agreement are for reference purpose only and should not be incorporated herein and shall not be deemed to be an indication of the meaning of the Clause and or Sub Clause to which they relate. In case of conflict between the two, the contents of the Clause and or the Sub Clause shall prevail.

5. Representations And Warranties:

The “Trust” has entered into the Agreement with the “Government” on the basis of the representations, warranties and declarations made by the “Government” that it is within its objectives to enter into and execute the Agreement and perform its obligations hereunder and the execution of the Agreement does not violate and is consistent with its Memorandum and article of Association and other constituent document.

6. Arbitration and Jurisdiction of Courts:

In the event of any dispute, difference, claim or question arising out of the agreement or touching any matter or thing hereunder during the continuance of this agreement or upon or after termination thereof such dispute or difference shall be referred to arbitration in Mumbai to the arbitration of a sole Arbitration to be jointly appointed by the parties to the dispute or difference. This reference shall be deemed to be a submission to the arbitration within the meaning of the Arbitration and Conciliation Act, - 1996 and all the provisions of that Act so far as applicable or of any act of the legislature for the time being in force and passed, any modification thereof or any substitution thereof shall apply to events reference hereunder. The language of such arbitration shall be English. The Courts of Mumbai shall have exclusive jurisdiction and this Agreement shall be governed by the Laws of India.

IN WITNESS WHEREOF, the Parties hereto have caused the Agreement to be executed by their respective authorized representatives, in two copies, each for respective parties, to be jointly construed as original, on the day, month and year first above written.

For and on behalf of “Government”

For and on behalf of “Trust”

Authorized Signatory

Name: Mr. Aman Mittal, I.A.S

Designation: Chief Executive Officer,
Zilla Parishad, Kolhapur,
Maharashtra, India

Authorized Signatory

Name:

Designation: