

### Memorandum of Understanding

This Memorandum of Understanding is made at Jaipur on 10/03/2022.....

#### BETWEEN

**Kanoria PG Mahila Mahavidyalaya**, having its Registered Office at Gandhi Circle, Jawahar Lal Nehru Marg, Jaipur, Rajasthan 302015 hereinafter referred to as "College" (Which term shall so far as the context admits be deemed to mean and include its successors and assigns) of the **First Part**,

#### AND

**The Mother Earth Project, MEP**, is a nonprofit organization founded in 2015 by internationally renowned sculptor and scientist Barton Rubenstein and his family for Global Environment-Saving Initiative, Creating and Activating Sustainable Communities.

MEP encourages people worldwide to commit to seek sustainable Development Goals. MEP encourages academic Institutions, Communities create Parachutes for the Planet, hereinafter referred to as "MEP" (which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) of the **Second Part**.

#### WHEREAS:

1. **Kanoria PG Mahila Mahavidyalaya** is an Educational institution affiliated to the University of Rajasthan, Jaipur.
2. MEP is engaged in the field of creating awareness and moral pressure on Policymakers to make them listen to the Scientists and take forceful action to limit global warming.
3. **Kanoria PG Mahila Mahavidyalaya** is willing to enter into a Memorandum of Understanding (MOU) with MEP- A People Empowerment Campaign that encourages communities worldwide to commit to sustainable actions and sustainable development goals for providing platform to our students at global level.

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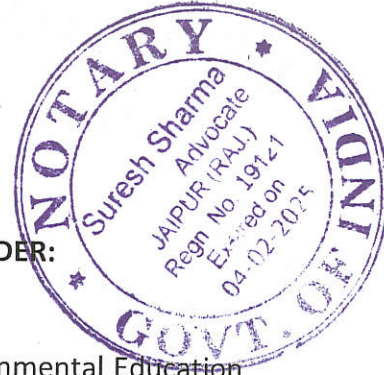
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**ATTESTED**

NOTARY PUBLIC, JAIPUR

11 MAR 2022

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:



**1. Objective:**

The objective of this MOU is to work together in the field of creating environmental Education & awareness for a sustainable community and provide platform to students at global level.

**2. Period of MOU:**

This MOU shall come into force and effect from the date of execution and shall remain valid for a period of one year from such date after which the same may be reviewed by either party. However, if the same is not renewed this arrangement will be deemed terminated on the expiry of the said duration period.

**3. Roles & Responsibilities:**

- The College shall be responsible to nominate one person as **Coordinator** with adequate accountability and responsibility to coordinate the engagement. The person so appointed would act as the single point of contact (SPOC) for the proposed initiative.
- The College shall share in their letterhead the details of the students who will participate in the activities.
- Participation of the students in Activities to be recognized by Mother Earth Project.
- To encourage the Students to register for the Program by informing them about the benefits of the program.
- To provide all the support services and facilities to **MEP** in the organization of the programmes and vice versa.
- It would be the responsibility of the college and MEP to ensure proper publicity of the programme.

**4. Other Terms & Conditions:**

Following are the other terms and conditions of MOU:

- Participation of the students will be voluntary subject to their interest.
- The students should work under the supervision and guidance of the coordinator.
- The College shall not write/publish any material or use any logos/names of MEP/ in any of the publications without prior written consent and approval from MEP and vice-versa.

**5. Certification:**

Certificates shall be awarded to the students with joint signatures of authorities of MEP and college.

**6. Limitations and Warranties :**

Both parties agree that it would be their endeavor to prevent any liability arising out of default or non-compliance of the MOU terms by the other party.

**7. Termination:**

- Both parties can terminate the MOU with a prior written thirty (30) day notice on default of terms or non-adherence to any condition or responsibilities by the other party as outlined in this MOU in case such default is not rectified within such 30 days.
- Both parties also agree that it would be their professional endeavour that despite any termination of the MOU, progress would continue, without any prejudice to the ongoing Awareness Programs, which would be without any hindrance and would be progressed for completion.

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**8. Entirety & Amendment:**

This MOU contains the entire understanding between the Parties in relation to the Environmental Awareness Program. If during the operation of the MOU, circumstances may rise which call for alteration / modification to this MOU, such alteration / modification shall be mutually discussed and agreed upon in writing. Such changes will be formalized in writing as an 'Addendum' to this MOU. Any changes/amendments to this MOU not in conformance to this section shall be deemed to be void-ab-initio.

**9. Intellectual Proprietary Rights:**

All intellectual or proprietary property and information, supplied or developed by either Party shall be and remain the sole and exclusive property of the Party who supplied or developed same. Upon termination of this MOU and upon written request, the Party in receipt of the requesting Party's intellectual or proprietary property and/or information pursuant to this MOU shall return such information to the requesting Party.

**10. Confidential Information:**

- a. Both parties undertake to each other to keep confidential all information (written or oral) concerning the business and affairs of the other, which has been obtained or received during the course(s) of performance hereunder, save that which is inconsequential or obvious;
- b. Already in its possession other than as a result of a breach of this clause; or in the hands of the public other than as a result of a breach of this clause.
- c. In the event of any of the parties becoming legally compelled to disclose any confidential information, such party shall give sufficient notice to the other party so as to enable the other party to seek a timely protective order or any other appropriate relief. If such an order or other relief cannot be obtained, the party being required to make such a disclosure shall make the disclosure of the Confidential Information only to the extent that is legally required of it and no further.

**11. Force Majeure:**

- a. Neither party to this MOU shall be liable for any failure or delay on its part in performing any of its obligations under this MOU, if such failure or delay shall be result of or arising out of Force Majeure conditions and, provided that the party claiming Force Majeure shall use its best efforts to avoid or remove such cause of non-performance and shall fulfil and continue performance hereunder with the utmost dispatch whenever and to the extent such cause or causes are removed.
- b. Any extraordinary event, which cannot be controlled by the parties, shall for the purpose of this MOU be considered as a Force Majeure event. Such events include acts of God, acts or omissions of any Government or agency thereof, compliance with rules, regulations or order of any Government Authority. Provided however, if either party claims that existence of any of the aforesaid conditions is delaying or disabling the performance by said party of its obligations under this MOU, such party shall give immediate notice to the other party of the existence of such conditions whose existence are claimed to delay or disable the performance of obligations as aforesaid.

**12. Jurisdiction and Arbitration:**

- a. In the event of any dispute or difference between the Parties hereto, the courts in Jaipur alone shall have exclusive jurisdiction to try any matter arising between the Parties here-to and accordingly both the Parties shall submit to the exclusive jurisdiction of courts in Jaipur, Rajasthan.
- b. Any dispute arising out of, in relation to or in respect to this MOU shall be settled through mutual consultation and agreement, by the Parties to this MOU. In case a settlement is not arrived at within fifteen (15) days of reference, the dispute/s shall be referred to a sole arbitrator to be appointed in accordance to the Arbitration and Conciliation Act, 1996 as amended from time to time. The place of arbitration shall be Jaipur, India.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as on the day,

11 MAR 2022

NOTARY PUBLIC, JAIPUR

*[Signature]*

*[Signature]*

month and year first hereinabove written

For Kanoria PG Mahila Mahavidyalaya, Jaipur

Seema

(Authorized Signatory)

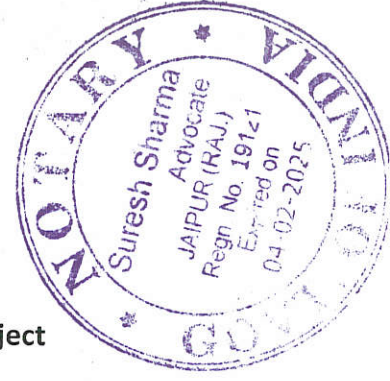
Name: Dr. Seema Agrawal

Designation: Principal

Place: Jaipur

Date: 10.3.2022

Stamp: Principal  
Kanoria PG Mahila Mahavidyalaya  
JAIPUR



For Mother Earth Project

Laxmi

(Authorized Signatory)

Name: Ms. Laxmi Saxena

Designation: National Director

Place: Jaipur

Date: 10.3.2022

Stamp: Laxmi Saxena  
National Director for India  
Mother Earth Project

**ATTESTED**

NOTARY PUBLIC, JAIPUR

11 MAR 2022