

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made on this day 2022 between Sri Venkateshwara Engineering College, Kempegowda International Airport Bengaluru Road, Vidya Nagar Central Telecom Society Bengaluru, Karnataka 562157 and is represented by its Principal of the First Part.

AND

M/s **i Love to Care (India) Charitable trust**, a volunteer organization, incorporated under the trust Act, represented by its President, Smt. Nandini Jaganath, having its registered office at 73, 5th Main KHB 2nd stage Basaveshwaranagar, Bangalore 560079, hereinafter called i Love to Care (India) Charitable Trust (which expression shall wherever the context so admits include its successors and permitted assignees) of the Second Part

A. WHEREAS is (college to fill their details).

B WHEREAS **i Love to Care (India)** was established during the year 2019 and is a renowned name in the field of Social service with a vision to motivate and promote responsible adults, non-government, government, private and public sector to teach and encourage children to become 'Global Citizen' by being a role -model, through active participation with various social projects and events those aligned with Sustainable Development Goals of the United Nation's Development Program.

C WHEREAS both parties work for the cause of Holistic development of students.

D WHEREAS **Sri Venkateshwara Engineering College, Kempegowda International Airport Bengaluru Road** and **i Love to Care (India) Charitable Trust** have, in this regard, arrived at an understanding in terms of which it is agreed that in consideration of mutual promises, to undertake overall development of students and exchange of information for a specified tenure and the parties deem it desirable and expedient to reduce the terms and conditions of their arrangement into writing and have the same duly evidenced by way of this MoU.

NOW THIS MOU WITNESSES AS FOLLOWS:

1. SCOPE AND PURPOSE: The parties hereby understand and agree that the purpose of this arrangement is to organize and execute programs related to Community engagement with various stakeholders.

Objective: The primary objective is to engage stakeholders in diverse programs creating measurable and meaningful impact on the society. Based on the programs designed the objectives, implications, and Key Performance Indicators (KPIs) will be determined.

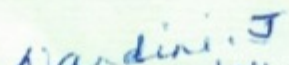
2. RESPONSIBILITIES OF Sri Venkateshwara Engineering College, Kempegowda International Airport Bengaluru Road : The college hereby agrees to perform and provide the following under this MOU.

- a) The community benefits from students.
- b) To ensure holistic development of students and develop individual responsibility.

3. RESPONSIBILITIES OF i Love to Care (India) Charitable Trust hereby agrees to perform and provide the followings under this MOU.

- a) Facilitation of programs with SCPG students
- b) Help in the holistic development of SCPG students


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- c) Imbibe social responsibility in students
- d) Participation certificate at the end of the program

4 FINANCIAL ARRANGEMENTS: Any financial aspect will be discussed and taken up as and when need arises for any specific program.

5. TENURE AND TERMINATION OF THE MOU: This MOU shall be effective from the date of its signing by both the Parties the MOU shall be valid for 2 years which is the duration for students to complete their course. It can be extended for further period if agreed to by both the parties on such terms and condition mutually agreed upon or on need basis. Both the parties may, before the completion of the duration of this MOU, terminate this MOU by giving two months' notice in writing to other Party of its intention to terminate the arrangement. On termination the assets procured under this arrangement shall be with the party who has funded the same.

6. KEY PERSONNEL: It is hereby agreed that key personnel for monitoring and implementing the activities under this MOU is (representative of the college) and Smt Nandini Jaganath President from i Love to Care (India) Charitable Trust. The said Key Personnel shall be responsible for implementing the MOU and to ensure that all the provision and requirements of this MOU are adhered.

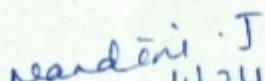
7. INTELLECTUAL PROPERTY: It is the responsibility of the both the parties to protect any intellectual property rights (IPR) that may result from activities performed under this MOU. Sri Venkateshwara Engineering College, Kempegowda International Airport Bengaluru Road and i Love to Care (India) Charitable Trust agree to work out the activity under this MOU.

8 CONFIDENTIALITIES: The Parties agree and undertake to keep confidential and not to disclose the existence and contents of this MOU. Each Party (the "Receiving Party") agrees and undertakes that it shall keep confidential and not disclose any or all information in relation this MOU (the "Information") received by it from the other Party (the "Disclosing Party"). The Receiving Party shall ensure that its relevant employees, agents, and any other person to whom the information is disclosed are aware of the confidentiality of the information and the provisions of this clause. Any breach by its employee, agent or such other person will constitute a breach by the Receiving Party. However, the provisions of this clause shall have no effect in respect of information required to be disclosed pursuant to any relevant law, regulation or court order issued by a court of competent jurisdiction.

9. FORCE MAJEURE : The Parties shall not be held responsible for non-fulfillment of their respective obligations in successful completion of the requirement under this MOU due to the exigency of one or more of the force majeure events such as but not limited to acts of God, War, Flood, Earthquakes, Strikes not confined to the premises of the party, Lockouts beyond the control of the party claiming force majeure, Epidemics, Riots, Civil Commotions etc. lying beyond the reasonable control of and not brought about at the instance of the Party claiming to be affected by such event and which has caused the non-performance or delay in performance; provided on the occurrence and cessation of any such event the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force majeure conditions continue beyond six months, the parties shall jointly decide about the future course of action on the MOU.

10. SEVERABILITY: If any provision of this MOU will be found by a court of competent jurisdiction to be void, invalid or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this MOU.


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11. AMENDMENTS TO THE MOU: No amendment or modification of this MOU shall be valid unless the same is made in writing by all the parties or their authorized representatives and specifically stating the same to be an amendment of this MOU. The modifications / changes shall be effective from the date on which they are made / executed unless otherwise agreed to.

12. ASSIGNMENTS: The rights or/and liabilities arising to any party under this MOU shall not be assigned except with the written consent of all the other party and subject to such terms and conditions as may be agreed upon between the involved parties.

13. NOTICES AND JURISDICTION: All notices and other communications required to be served on a party including for violation of the terms of this MOU shall be duly served if the same shall have been delivered by hand or posted by registered mail to the key personnel of the respective party at its address mentioned above.

14. NON-COMPETITION: Parties agree not to compete with the other party by using any of the other party's intellectual property and/or confidential information, whether the MOU exists or not.

15. NO JOINT VENTURE: Nothing contained in this MOU will be construed as creating a joint venture, agency, partnership, or employment relationship between the parties hereto, nor will either party have the right, power or authority to create any obligation or duty, express or implied, on behalf of any other party/ies.

16. ARBITRATION: In the event of any dispute or difference between the Parties hereto upon or in relation to or in connection with this MOU, such dispute or difference shall be resolved amicably by mutual consultation. If such resolution is not possible, then, the unresolved dispute or difference shall be referred to arbitration. The Arbitration and Conciliation Act, 1996 (No. 26 of 1996) shall be applicable to the arbitration under this clause.

17. PUBLICATION: No public announcement of the contents of this MOU and the outcomes various activities under this MOU shall be made by any of the Parties, except with the prior written approval of the other Party unless such Party is required to make a disclosure any statutory requirement of law. If required to be made, the text of the public announcement shall be mutually agreed between the Parties. The Parties agree to act towards each other with the utmost good faith. Any publication in journals, presentation in seminars in respect of the outcome of activities under this MOU is prohibited until such publication/presentation is first reviewed by both the parties.

18. INDEMNIFICATION: The Parties agree to indemnify and hold harmless each other, its directors, officers, employees, and agents, successors and assigns, from all damages, costs, expenses and liabilities, including reasonable legal costs and disbursements, sustained and arising in connection with the breach of performance of the respective obligations and duties of the Parties under this MOU.

AS
04 JAN 2024

Nandini J
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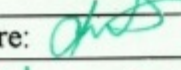

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Sri Venkateshwara College of Engineering,
Vidyanagar, Bengaluru-562

19. **GOVERNING LAW:** This MOU shall be governed and interpreted in accordance with the laws of India.

IN WITNESS WHEREOF the parties hereto through its duly authorized representatives have signed this MOU on the day, month and year mentioned herein before.

Sri Venkateshwara Engineering College, Kempegowda International Airport Bengaluru Road

Signature: 	Signature: <i>Nandini J</i>
Name: <i>Nageswara Gupta M.</i>	Name: <i>NANDINI JAGANATH.</i>
Designation: Principal	Designation: <i>President</i>
Seal PRINCIPAL Sri Venkateshwara College of Engineering, Vidyanagar, Bengaluru-562 157	Seal 
Address:	Address: <i>73, 5th main road, KTB 2nd stage, Basaveshwaranagar Bengaluru-79</i>

For and on behalf of i Love to Care (India) Charitable Trust

Signature

Name: Nandini Jagannath

Designation: President

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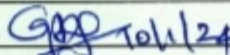


Nandini J.

PRESIDENT

10/1/24

Witnesses (from college)

Signature: 	Signature:
Name: <i>Dr. G.R. Poornima</i>	Name:
Designation: <i>Professor & Dean</i>	Designation:
Address: <i>Dept. of E & CE, SVCE B'lore - 562157</i>	Address: