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: SUBIN-UKUK141250420068886085540W

: B S NEGI MAHILA PRASHIKSHAN SANSTHAN ONGC

: Article 5 Agreement or Memorandum of an agreement

NA

: 0

(Zero)

B S NEGI MAHILA PRASHIKSHAN SANSTHAN ONGC

UTTARAKHAND COOPERATIVE RESHAM FEDERATION

: B S NEGI MAHILA PRASHIKSHAN SANSTHAN ONGC

(One Hundred only)



E-Stamp Vendor Court Compound, Dehradun

Please write or type below this line

B S Negi MPPS Kaulagarh Road, Dehradui Mob.: +91 98106 17478

उत्तराखण्ड को-आपरेटिव रेशम फेडरेशन प्रेमनगर-देहरादून।

1. The authenticity of this Stamp certificate should be verified at "www.shoilestamp.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.

2. The onus of checking the legitimacy is on the users of the certificate.

Ais Memorandum of Understanding (hereinafter called as the 'MOU') is

BETWEEN

B.S.Negi Mahila Pravidhik Prashikshan Sansthan, Dehradun Uttarakhand

- India (hereinafter referred as 'First Party', the Institution which expression,
AND

Uttarakhand Cooperative Resham Federation, Premnagar Dehradun (hereinafter referred to as "Second Party

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'party')

WHEREAS:

a) First party is a Higher Educational institution named:
 B.S.Negi Mahila Pravidhik Prashikshan Sansthan, Dehradun Uttarakhand

b) First party & Second party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.

c) The Parties intend to co-operate and focus their efforts on cooperation within area Skill Based Training, Orientation on Education paradigms and

d) Both parties, being legal entities in themselves desire to sign this MOU for advancing their mutual i

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1 MUTUAL CO-OPERATION

Both Parties are united by common interests objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the Institution and its related wings. The parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one

The general terms of co-operation shall be governed by this MOU.

The parties shall co-operate with each other and shall, as The parties shall co-operate with each other and shall, as promptly as is reasonably practical, enter into all relevant promptly as is reasonably practical, the 'Definitive Documents') agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in

Honorary Principal
B S Negi MPPS
Kaulagarh Road, Dehradur
Mob.: +91 98106 17478

उत्तराखण्ड के अमनगर-देहरादून।

ent of the other party. Neither party shall have, nor represent usen as naving, name of or binding upon the other party, to pledge the other party's credit, or to extend credit on behalf of the other party.

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District headquarters of the first party or the second party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the courts of Dehradun.

AGREED:

For B.S.Negi Mahila Pravidhik Prashikshan Sansthan, Dehradun Uttarakhand For Uttarakhand Cooperative Resham Federation Dehradun

Authorized Signatory

First Party	Second Party	
Navilla Wawaan	minto	
Honorary Principal B S Negi MPPS Kaulagarh Road, Dehradur Mob.: +91 98106 17479	प्रबंधक उत्तराखण्ड को-आपरेटिव रेशम फेडरेशन प्रेमनगर-देहराद्न।	
(Contact No)		
	Contact No	
9810617478	9756927821	
E-mails (email ID) benegimppel (a gmail. com	E-mail velf-sure grain-com	
u u		

Witness 1:

Witness 2:

terms of this MOU. The term of Definitive Documents shall be mutually decided between the parties.

1.3 CLAUSE 2 SCOPE OF THE MoU

- 2.1 The budding artists from the Institutions could play a key role in promoting the traditional Indian art form and handwork. It would be of major benefit to the student community and the society as whole.
- 2.2 Both parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the programs on the terms specified herein.
- 2.3 Internships: Second party shall undertake various internship programs of students admitted with first party. Second party shall provide the certificates and letter of recommendation at the completion of the internship by the students.
- 2.4 The second party shall be allowed to use the premise of with due permission of the first party for the social activities in collaboration.
- 2.5 The Second Party will give job work to Sansthan on suitable remuneration.

CLAUSE 3 INTELLECTUAL PROPERTY

3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppels or otherwise, create in either party any right, title, interest, or license in or to the intellectual property (including but not limited know-how, inventions, patents, copy rights and designs) of the other party.

CLAUSE 4 VALIDITY

- 4.1 This agreement will be valid until it is expressly terminated by either Party on mutually agreed terms. During which period second party as the case may be, will take effective steps for implementation of this MOU. Any act on the part of Training Partner or, the second party after termination of this agreement by way of communication, correspondence tec., shall not be construed as an extension of this MOU.
- 4.2 Both parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of termination, both parties have to discharge their obligations.

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that first party and second party are acting under this MOU shall not constructed as a partnership. Neither party is authorized to use the other party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other party, without the prior written

NAMITA MAMGAIN

Honorary Principal

B S Negi MPPS

Kaulagarh Road, Dehradur

Mob.: +91 98106 17478

उत्तराखण्ड को नामरेटिव रेशम फेडरेशन प्रेमनगर-देहरादून।

MEMORANDUM OF UNDERSTANDING

The MEMORANDUM OF UNDERSTANDING is made and entered into at Dehradun, India on 01/06/2024

BETWEEN:

Aasraa Trust, a Public Charitable Trust established in 2009, having its registered office at Skillability, Tapovan Ashram Road, Ladpur Dehradun, 248008 hereinafter referred to as the First Party, (subject to approval by the First Party) and permitted assigns of the First Party;

B.S. Negi Mahila Pravidhik Prashikshan Sansthan an Educational Institution located at ONGC Campus Kaulagarh Road Dehradun, Uttarakhand 248001 hereinafter referred to and known as the Second Party, which expression shall mean and include unless repugnant to the context their successors, subject to approval by First Party, and permitted assigns of the Second Party;

First Party and Second Party shall hereinafter be collectively referred to herein as "Parties". The activities for which this MoU is signed are to be known as "charitable activities for promotion of education".

WHEREAS:

- I. The First Party is a Charitable Trust aiming to help hardworking and meritorious students with financial needs and underprivileged backgrounds, by providing them with quality higher education for
- II. The First Party has approached the Second Party to certify that the project will aid in the promotion and enhancement of education, especially among under privileged students in order to enable them with higher education and to include that activity as a charitable activity that ensures socio economic
- III. The Second Party is an Educational Institution/University which provides higher education and various courses including but not limited to vocational courses. The Second Party shall be legally responsible for the provision of courses and other related services at a waived off tuition fee, as is mutually decided between the parties.
- IV. Second Party is desirous of executing this project in collaboration with First Party, detailed proposal of seats is attached as Annexure A1.
- V.Second Party has appraised the detailed proposal submitted by First Party and is satisfied that the project proposed to be executed by First Party will, on completion, aid in the upliftment of underprivileged students in their higher education and is agreeable to certify it as such subject to the terms and conditions stated hereinafter:

NOW, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL PROMISES AND COVENANTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

Subject to the terms and conditions of this Agreement and subject to such implementing **AGREEMENT** guidelines as First Party may issue from time to time, First Party hereby appoints Second Party as a non-exclusive partner for the services set forth herein.

First Party reserves the right to collaborate with other educational institutions providing 1.2.

The parties acknowledge that the agreement contains the whole agreement between the parties similar education systems. and that neither party has relied on any oral or written representations (other than set out expressly in

Chief Executive Officer Aasraa Trust 119/1, Vasant Vihar Ochradus Turrakhand this Agreement) made to it by the other or any of its representatives having made its own investigations into all relevant matters.

APPOINTMENT AND RELATIONSHIP

The aim of the Agreement between the parties is to ensure the educational upliftment of meritorious students with financial needs through the usage and availing of the Second Party's range of services in the academic sphere.

This Agreement constitutes the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, negotiations and discussions

between the parties relating to it.

3. TERM

This Agreement shall commence on 1/06/2024 and extend through the work tenure and shall 3.1. remain in full force for a period of 1 year (hereinafter referred to as 'The Term') unless earlier terminated in accordance with the provisions of the Agreement.

Parties shall have the option of renewing the subject Agreement for an additional period of 12 months on the same terms and conditions as provided for herein by providing each other written notice of their intention to renew this Agreement at least 30 days prior to the expiration of the Term, upon mutual consideration and discussion.

The sponsorship of students will be borne partially by both the parties i.e. First Party and the Second Party. This arrangement ensures mutual responsibility and support in providing financial assistance to the students enrolled under this MOU.

REPRESENTATIONS AND WARRANTIES 4.

The Second Party represents and warrants that it is an established educational institute legally constituted in accordance with all applicable laws having valid registrations, certificates, permissions, sanctions, licenses, approvals, renewals and such related documents. in accordance with all applicable laws, for conducting the courses and diplomas as per UGC requirements and that it is capable of associating with the First Party for undertaking charitable activities relating to promotion of higher education for underprivileged students and that it possesses the ability to perform its obligations and responsibilities under this Agreement in accordance with the terms and conditions contained herein.

CRITERIA AND ELIGIBILITY 5.

i. The Second Party to this Agreement affirms that underprivileged students who are unable to bear the costs associated with college fees and ancillary expenses shall be entitled to 80% reduction in tuition fees for the specified course or session.

RESPONSIBILITIES 6.

FIRST PARTY RIGHTS AND RESPONSIBILITIES

i. Execute the project activity as per the detailed Annexure A1.

ii. The First Party, acts and performs its duties and responsibilities as a Charitable Trust - a non-profit organization and reserves the entire, unhindered right to select students from economically weaker sections of the society, eligible for the benefits under this Agreement.

iii. The First Party shall ensure that all due diligence, background check and verification is done prior to selection of a student and thereby shall send across the name/list of such student(s) to the Second

Party.

Chief Executive Officer Aasraa Trust 119/1, Vasant Vihar Dehradun, Uttarakhand



iv. The First Party shall only act as an intermediary between the student(s) and the Second Party wherein the First Party shall only provide the requisite platform/bridge for ensuring that admission of the student(s) is done, by following the due protocol required by the Second Party.

v. The First Party shall be responsible for reviewing student(s) based on their merit to ensure eligibility

for their admission in a specific course.

vi. The First Party shall ensure no student leaves the programme before completion unless prior approval

from both the parties is received.

vii. The First Party shall not be responsible for any illegal act conducted by the student and shall not be liable for any compensation, damages or losses incurred due to a student's act or misbehavior or illegal act. In no way does the First Party function as a Principle for the Student.

viii. The rights of the First Party under this Agreement shall not be affected by any change in the

management/administration of the Second Party.

ix. Existing students or alumni of Second Party shall not be considered as enrolled students by the First Party.

SECOND PARTY RIGHTS AND RESPONSIBILITIES B.

i. The Second Party shall provide the students with a seat in the respective programmes, subject to approval, criteria acceptance and other such approvals, permissions, requisites as required. Such preadmission criteria shall be explicitly mentioned prior to the acceptance of the student's application.

ii. The Second Party shall make the institution's premises available for the students selected by the First

Party for the entire duration of the programme.

iii. The Second Party shall ensure such students are provided with quality education, equivalent to the other student(s) in the university and that all provisions, facilities, areas, and other requirements shall remain the same as those provided to other students.

iv. The Second Party shall ensure that such students enjoy the same facilities as the other students

v. The Second Party shall ensure that the students are provided with the additional benefits as provided to the other students enrolled with the institution.

vi. The Second Party shall act in accordance with the law and in the best interests of the students and

deal with such students competently, diligently, and fairly.

vii. The Second Party shall not have the right to hold the First Party legally responsible for any

viii. The Second Party shall provide the First Party with periodic updates and reports about the academic progress of the students in the manner mutually decided upon between the two parties.

ix. The Second Party does not hold the right of refusal of any student if the admission conditions are met

x. The Second Party undertakes that it shall not impose any hidden charges on the First Party and/or the students selected by the First Party and shall explicitly mention the charges and exemptions in the

xi. Any change in the management/ administration of the Second Party shall not affect the rights of the

First Party under this Agreement.

CONFIDENTIALITY AND NON-DISCLOSURE CLAUSE

i. During the collaboration, the Second Party may have access to trade secrets and other confidential or proprietary information. By signing this Agreement, the Second Party acknowledges that such information must remain confidential and agree to refrain from directly or indirectly divulging or using it, during the term of this Agreement and after its termination.

ii. The Second Party further undertakes to keep all information regarding the students strictly confidential and shall not disclose the same to any individual or organization in the Second Party's ह्या प्राचिशिक ए

Chief Executive Officer Aasraa Trust 40/ Vasant Vihar Schradun Ultarakhand organization, or any party engaged in similar activity as the First Party, during the term of this

Agreement and after its termination.

iii. The Second Party also agrees to keep strictly confidential any and all transactions between the First Party and the Second Party with respect to this Agreement. For the purpose of clarity, any communication on email shall also form a part of this Agreement.

TERMINATION

The Contract may be terminated:

i. Forthwith by either party if the other commits any material breach of any term of this Agreement and which, in the case of a breach capable of being remedied, shall not have been remedied within 30 days of a written request to remedy the same;

ii. The First Party shall have the right to terminate this Agreement on no notice to the Second Party should the Second Party fail to deliver the services under this Agreement in the form acceptable to

the First Party.

iii. Any notice required to be given pursuant to this Agreement shall be in writing and mailed by certified or registered Mail, return receipt requested, or delivered by a national overnight express service with

an acknowledgement by the recipient.

iv. Both the parties acknowledge that termination of the Agreement in the manner set out herein shall not result in termination of the educational programme for the students already enrolled and such students shall be permitted to complete the educational programme/ course duration, irrespective of the termination of this Agreement.

FORCE MAJEURE

In the event of non-fulfillment of the terms and conditions of this MOU due to any reason of force majeure namely fires, wars, riots, strikes, natural calamities, etc., neither First Party nor Second Party shall be held responsible for any consequential loss.

INDEMNITY

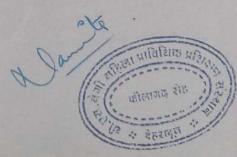
Each Party shall promptly indemnify, defend and hold harmless the other Party and their respective officers, directors, shareholders, employees, sub-contractors and agents, either severally or jointly, as the case may be, from and against any and all claims, costs (including legal costs and expenses), fees, expenses, liabilities, losses or damages (of whatsoever nature or description) associated with any claim and/or third party claim, relating to or arising out of the failure to perform its obligations under this Agreement.

GOVERNING LAW AND JURISDICTION

If any dispute between any of the Parties hereto during the subsistence of the Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, the Parties hereto shall endeavor to settle such dispute amicably by mediation. In case of such failure, the arbitration proceedings shall be conducted by the arbitrator(s) appointed by the Parties as per the Arbitration and Conciliation Act, 1996 and any amendment in force at the relevant time. The cost of Arbitration shall be borne by both the parties equally. The Agreement shall be governed by and constituted in accordance with the laws of India, without giving effect to its choice of laws, rules and shall be submitted to the exclusive jurisdiction of the courts of Dehradun, Uttarakhand.

SEVERABILITY 8.

Chief Executive Officer Aasraa Trust 1971 Vasant Vihar hradun, Uttarakhand



If any provision of this Agreement or part thereof is declared or found to be illegal, unenforceable, or void in any respect, the Parties shall negotiate in good faith to agree upon a substitute provision that is legal and enforceable and is as nearly as possible consistent with the intentions underlying the original provision. If the remainder of this Agreement is not materially affected by such declaration or finding and is capable of substantial performance, then that term or provision or part thereof shall to the extent deemed not to form part of this Agreement and the remainder of this Agreement will be enforced to the extent permitted by law.

IN WITNESS WHEREOF, the Second Party has hereunto set his hand, and the First Party has caused these presents to be executed in its name and on its behalf, all as of the day and year first above written.

(Second Party)

Represented By: Mrs. Namita Mamgain

NAMITA MAMGAIN
Honorary Principal
B S Negl MPPS
Kaulagarh Road, Dehradun
Mob.: +91 98106 17478

Designation: Principal, BS. Negi

(First Party

Represented By: Mr. Amit Balodi

Chief Executive Officer
Aasraa Trust
119/1, Vasant Vihar
Dehradun, Uttarakhand
Designation: CEO, Aasraa Trust



B. S. Negi Mahila Pravidhik Prashikshan Sansthan

Recognised by AICTE and Affiliated to Uttarakhand Board of Technical Education, Roorkee

Kaulagarh Road, Dehra Dun - 248 195
Tel. 0135- 2794017, 9634611907

25/1522

To,

Ms. Sanyogita Kedia

The Chairperson, DOR FOUNDATION

297, Phase 2, Vasant Vihar,

Dehradun

Subject: Offer in response to letter of intent dated 17/01/25.

Dear Madam,

Greetings of the Day!

We at B.S. NEGI MPPS are pleased to extend this offer of collaboration to **DOR FOUNDATION** in pursuance to the letter of intent dated **17/01/25**.

Our Sansthan has gone through the letter of intent submitted by you and are in consent that the proposed collaboration will aid in the upliftment of underprivileged students in their higher education. The Sansthan offers the following courses: -

	Course	Duration	Eligibility
.no		3 years	10 th
1.	ploma in Fashion Design	3 years	10 th
2.	ploma in Garment Technology		10 th
3.	ploma in Textile Design	3 years	10 th
4.	Inloma in Interior Decoration & Design	3 years	
	Diploma in Modern Office Management and SP	2 Years	12th
5.		3 years	12th
6.	regree occurred	3 years	12th
7.	egree Corse - B.Sc. Fashion Design	to the studen	ts from DOR Fo

The Sansthan is pleased to sanction 20 seats in each course to the students from DOR Foundation and to offer Semester Fee sponsorship ranging from 10% to100 % depending on merit cum means basis. Kindly include all our courses in your counselling publicity also share our pamphlets and publicity materials with your team as they counsel the students of class X and XII in the various school in Dehradun and other cities of Uttarakhand.

Further, we accept the terms enumerated in the letter of intent in their entirety.

We request you to send us an acknowledgment of this letter by 22/01/25 to indicate your acceptance of this offer. We look forward to working in collaboration with you.

Thanking you,

Yours Sincerely,

Namita Mamgain Honorary Principal

17-01-25

Encl: -Pamphlets for advertisemen

Ol C 22/Jan/2025 Paisal sultan Admission

MEMORANDUM OF UNDERSTANDING

The ("Agreement") is made and entered into at Dehradun, India on 17 / 61/25 ("Effective Date"),

BY AND BETWEEN:

DOR FOUNDATION, a Public Charitable Trust established in 2020, having its registered office at 297, Phase 2 Vasant Vihar, Dehradun hereinafter referred to as the First Party, (subject to approval by the First Party) and permitted assigns of the First Party;

AND

B. S Negi College an Educational Institution located at Street No 11, Officers Club, Kaulagarh Road, ONGC Colony North, Dehradun, Uttarakhand, 248001 hereinafter referred to and known as the Second Party, which expression shall mean and include unless repugnant to the context their successors, subject to approval by First Party, and permitted assigns of the Second Party;

First Party and Second Party shall hereinafter be collectively referred to herein as "Parties". The activities for which this MoU is signed are to be known as "charitable activities for promotion of education".

WHEREAS:

The First Party is a Charitable Trust aiming to help hardworking and meritorious students with financial needs and underprivileged backgrounds, by providing them with quality higher education

The First Party has approached the Second Party to certify that the project will aid in the promotion and enhancement of education, especially among under privileged students in order to enable them with higher education and to include that activity as a charitable activity that ensures socio economic

The Second Party is an Educational Institution/University which provides higher education and various courses including but not limited to vocational courses. The Second Party shall be legally III. responsible for the provision of courses and other related services at a waived off tuition fee/ admission fee/ transportation fee, as is mutually decided between the parties.

Second Party is desirous of executing this project in collaboration with First Party, detailed proposal IV.

of which is attached as Annexure A1. Second Party has appraised the detailed proposal submitted by First Party and is satisfied that the project proposed to be executed by First Party will, on completion, aid in the upliftment of underprivileged students in their higher education and is agreeable to certify it as such subject to the terms and conditions stated hereinafter:

NOW, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL PROMISES AND COVENANTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. AGREEMENT

- 1.1. Subject to the terms and conditions of this Agreement and subject to such implementing guidelines as First Party may issue from time to time, First Party hereby appoints Second Party as a non-exclusive partner for the services set forth herein.
- 1.2. First Party reserves the right to collaborate with other educational institutions providing similar education systems.
- 1.3. The parties acknowledge that the agreement contains the whole agreement between the parties and that neither party has relied on any oral or written representations (other than set out

expressly in this Agreement) made to it by the other or any of its representatives having made its own investigations into all relevant matters.

2. APPOINTMENT AND RELATIONSHIP

- 2.1. The aim of the Agreement between the parties is to ensure the educational upliftment of meritorious students with financial needs through the usage and availing of the Second Party's range of services in the academic sphere.
- 2.2. This Agreement constitutes the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, negotiations and discussions between the parties relating to it.

3. TERM

- 3.1. This Agreement shall commence on 17,01, 2025 and extend through the work tenure and shall remain in full force for a period of 1 year (hereinafter referred to as 'The Term') unless earlier terminated in accordance with the provisions of the Agreement.
- 3.2. Parties shall have the option of renewing the subject Agreement for an additional period of 12 months on the same terms and conditions as provided for herein by providing each other written notice of their intention to renew this Agreement at least 30 days prior to the expiration of the Term, upon mutual consideration and discussion.

4. REPRESENTATIONS AND WARRANTIES

The Second Party represents and warrants that it is an established educational institute legally constituted in accordance with all applicable laws having valid registrations, certificates, permissions, sanctions, licenses, approvals, renewals and such related documents. in accordance with all applicable laws, for conducting the courses and diplomas as per UGC requirements and that it is capable of associating with the First Party for undertaking charitable activities relating to promotion of higher education for underprivileged students and that it possesses the ability to perform its obligations and responsibilities under this Agreement in accordance with the terms and conditions contained herein.

RESPONSIBILITIES

A. FIRST PARTY RIGHTS AND RESPONSIBILITIES

Execute the project activity as per the detailed Annexure A1.

The First Party, acts and performs its duties and responsibilities as a Charitable Trust - a i. non-profit organization and reserves the entire, unhindered right to select students from ii. economically weaker sections of the society, eligible for the benefits under this Agreement.

The First Party shall ensure that all due diligence, background check and verification is done prior to selection of a student and thereby shall send across the name/list of such student(s) to the iii.

The First Party shall only act as an intermediary between the student(s) and the Second Party wherein the First Party shall only provide the requisite platform/bridge for ensuring that admission of the student(s) is done, by following the due protocol required by the Second Party.

The First Party shall be responsible for reviewing student(s) based on their merit to ensure eligibility for their admission in a specific course.

The First Party shall ensure no student leaves the programme before completion unless prior vi. approval from both the parties is received.

The First Party shall not be responsible for any illegal act conducted by the student and shall not be liable for any compensation, damages or losses incurred due to a student's act or misbehavior vii. or illegal act. In no way does the First Party function as a Principle for the Student.

viii. The rights of the First Party under this Agreement shall not be affected by any change in the management/administration of the Second Party.

B. SECOND PARTY RIGHTS AND RESPONSIBILITIES

- i. The Second Party shall provide the students with a seat in the respective programmes, subject to approval, criteria acceptance and other such approvals, permissions, requisites as required. Such pre admission criteria shall be explicitly mentioned prior to the acceptance of the student's application.
- ii. The Second Party shall make the institution's premises available for the students selected by the First Party for the entire duration of the programme.
- iii. The Second Party shall ensure such students are provided with quality education, equivalent to the other student(s) in the university and that all provisions, facilities, areas, and other requirements shall remain the same as those provided to other students.
- iv. The **Second Party** shall ensure that such students enjoy the same facilities as the other students enrolled within the institution.
- v. The **Second Party** shall ensure that the students are provided with the additional benefits as provided to the other students enrolled with the institution.
- vi. The Second Party shall act in accordance with the law and in the best interests of the students and deal with such students competently, diligently, and fairly.
- vii. The Second Party shall not have the right to hold the First Party legally responsible for any misconduct on the part of the students.
- viii. The Second Party shall provide the First Party with periodic updates and reports about the academic progress of the students in the manner mutually decided upon between the two parties.
- ix. The Second Party does not to hold the right of refusal of any student if the admission conditions are met by the student(s). First Party
- x. The **Second Party** undertakes that it shall not impose any hidden charges on the **First Party** and/or the students selected by the **First Party** and shall explicitly mention the charges and exemptions in the Annexure A
- xi. Any change in the management/ administration of the **Second Party** shall not affect the rights of the **First Party** under this Agreement.

6. CONFIDENTIALITY AND NON-DISCLOSURE CLAUSE

- i. During the collaboration, the Second Party may have access to trade secrets and other confidential or proprietary information. By signing this Agreement, the Second Party acknowledges that such information must remain confidential and agree to refrain from directly or indirectly divulging or using it, during the term of this Agreement and after its termination.
- ii. The Second Party further undertakes to keep all information regarding the students strictly confidential and shall not disclose the same to any individual or organization in the Second Party's organisation, or any party engaged in similar activity as the First Party, during the term of this Agreement and after its termination.
- iii. The Second Party also agrees to keep strictly confidential any and all transactions between the First Party and the Second Party with respect to this Agreement. For the purpose of clarity, any communication on email shall also form a part of this Agreement.

6. TERMINATION

The Contract may be terminated:

- i. Forthwith by either party if the other commits any material breach of any term of this Agreement and which, in the case of a breach capable of being remedied, shall not have been remedied within 30 days of a written request to remedy the same;
- ii. The First Party shall have the right to terminate this Agreement on no notice to the Second Party should the Second Party fail to deliver the services under this Agreement in the form acceptable to the First Party.
- iii. Any notice required to be given pursuant to this Agreement shall be in writing and mailed by certified or registered Mail, return receipt requested, or delivered by a national overnight express service with an acknowledgement by the recipient.

iv. Both the parties acknowledge that termination of the Agreement in the manner set out herein shall not result in termination of the educational programme for the students already enrolled and such students shall be permitted to complete the educational programme/course duration, irrespective of the termination of this Agreement.

7. FORCE MAJEURE

In the event of non-fulfillment of the terms and conditions of this MOU due to any reason of force majeure namely fires, wars, riots, strikes, natural calamities, etc., neither First Party nor Second Party shall be held responsible for any consequential loss.

8. INDEMNITY

Each Party shall promptly indemnify, defend and hold harmless the other Party and their respective officers, directors, shareholders, employees, sub-contractors and agents, either severally or jointly, as the case may be, from and against any and all claims, costs (including legal costs and expenses), fees, expenses, liabilities, losses or damages (of whatsoever nature or description) associated with any claim and/or third party claim, relating to or arising out of the failure to perform its obligations under this Agreement.

9. GOVERNING LAW AND JURISDICTION

If any dispute between any of the Parties hereto during the subsistence of the Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, the Parties hereto shall endeavor to settle such dispute amicably by mediation. In case of such failure, the arbitration proceedings shall be conducted by the arbitrator(s) appointed by the Parties as per the Arbitration and Conciliation Act, 1996 and any amendment in force at the relevant time. The cost of Arbitration shall be borne by both the parties equally. The Agreement shall be governed by and constituted in accordance with the laws of India, without giving effect to its choice of laws, rules and shall be submitted to the exclusive jurisdiction of the courts of **Dehradun**, **Uttarakhand**.

8. SEVERABILITY

If any provision of this Agreement or part thereof is declared or found to be illegal, unenforceable, or void in any respect, the Parties shall negotiate in good faith to agree upon a substitute provision that is legal and enforceable and is as nearly as possible consistent with the intentions underlying the original provision. If the remainder of this Agreement is not materially affected by such declaration or finding and is capable of substantial performance, then that term or provision or part thereof shall to the extent deemed not to form part of this Agreement and the remainder of this Agreement will be enforced to the extent permitted by law.

IN WITNESS WHEREOF, the Second Party has hereunto set his hand, and the First Party has caused these presents to be executed in its name and on its behalf, all as of the day and year first above written.

(Second Party)

Represented By:

(First Party)

Represented By: Sanyogita Kedia

For DOR FOUNDATION
Sayerita Kedia
Authorised Signatory

Designation: Chairperson, Dor Foundation

Kaulagarh Road, Dehradun Kaulagarh Road, Dehradun Mob.: +91 98106 17478

Designation: Honolary Principal

MAMITA MAMGAIN
Honoray Principal

NAMITA MAMGAIN
Honorary Principal
B S Negi MPPS
Kaulagarh Road, Dehradun
Mobile 191 98106 17478

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

B.S. NEGI MAHILA PRAVIDHIK PRASHIKSHAN SANSTHAN

&

ENSINO RESEARCH AND DEVELOPMENT PVT. LTD.

of this Agreement byway of communication, correspondence etc., shall not be construed as an extension of this MOU

4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that B.S. NEGI MAHILA PRAVIDHIK PRASHIKSHAN SANSTHAN and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

FirstParty

B.S. Negi Mahila Pravidhik Prashikshan Sansthan

SecondParty

Ensino Research and Development Private

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Dehradun**.

Names

Som.

AGREED:

For B.S. NEGI MAHILA
PRAVIDHIK PRASHIKSHAN SANSTHAN.

Authorized Signatory

For Ensino Research and Development

Authorized Signatory

B.S.Negi Mahila Pravidhik Prashikshan Sansthan	Ensino Research and Development Pv Ltd.	
South Block, ONGC campus, near ONGC Officer's club, Kaulagarh Road, Dehradun, Uttarakhand	, 144-USHA COMPLEX GMS ROAD BALLUPUR CHOWK DEHRADUN	
Mrs. Namita Mamgain 9810617478, 9997314938	Ashok Kumar +91-9720558050	
bsnegimpps11@gmail.com	E-mail: <u>info@ensino.in</u> <u>Ashokkmr640@gmail.com</u>	
www.bsnegimahilapolytechnic.co.in	www.ensino.in	

Witness1: Anupama Uniyal

Suyam jajazy

Witness3:Neeru Sharma

Witness2:Premlata Bajaj

Witness4:Rashmi Batra

MEMORANDUM OF UNDERSTANDING

The MEMORANDUM OF UNDERSTANDING is made and entered into at Dehradun, India on 01/06/2024

BETWEEN:

DOR FOUNDATION, a Public Charitable Trust established in 2020, having its registered office at 297, Phase 2 Vasant Vihar, Dehradun hereinafter referred to as the First Party, (subject to approval by the First Party) and permitted assigns of the First Party;

AND

B.S. Negi Mahila Pravidhik Prashikshan Sansthan an Educational Institution located at ONGC Campus Kaulagarh Road Dehradun, Uttarakhand 248001 hereinafter referred to and known as the Second Party, which expression shall mean and include unless repugnant to the context their successors, subject to approval by First Party, and permitted assigns of the Second Party;

First Party and Second Party shall hereinafter be collectively referred to herein as "Parties". The activities for which this MoU is signed are to be known as "charitable activities for promotion of education".

WHEREAS:

- The First Party is a Charitable Trust aiming to help hardworking and meritorious students with financial needs and underprivileged backgrounds, by providing them with quality higher education for free.
- II. The First Party has approached the Second Party to certify that the project will aid in the promotion and enhancement of education, especially among under privileged students in order to enable them with higher education and to include that activity as a charitable activity that ensures socio economic sustainability.
- III. The Second Party is an Educational Institution/University which provides higher education and various courses including but not limited to vocational courses. The Second Party shall be legally responsible for the provision of courses and other related services at a waived off tuition fee, as is mutually decided between the parties.
- IV. Second Party is desirous of executing this project in collaboration with First Party, detailed proposal of seats is attached as Annexure A1.
- V. Second Party has appraised the detailed proposal submitted by First Party and is satisfied that the project proposed to be executed by First Party will, on completion, aid in the upliftment of underprivileged students in their higher education and is agreeable to certify it as such subject to the terms and conditions stated hereinafter:

NOW, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL PROMISES AND COVENANTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. AGREEMENT

- 1.1. Subject to the terms and conditions of this Agreement and subject to such implementing guidelines as First Party may issue from time to time, First Party hereby appoints Second Party as a non-exclusive partner for the services set forth herein.
- 1.2. First Party reserves the right to collaborate with other educational institutions providing similar education systems.
- 1.3. The parties acknowledge that the agreement contains the whole agreement between the parties and that neither party has relied on any oral or written representations (other than set out expressly in this Agreement) made to it by the other or any of its representatives having made its own investigations into all relevant matters.

- vii. The First Party shall not be responsible for any illegal act conducted by the student and shall not be liable for any compensation, damages or losses incurred due to a student's act or misbehavior or illegal act. In no way does the First Party function as a Principle for the Student.
- viii. The rights of the First Party under this Agreement shall not be affected by any change in the management/administration of the Second Party.
- ix. Existing students or alumni of Second Party shall not be considered as enrolled students by the First Party.

B. SECOND PARTY RIGHTS AND RESPONSIBILITIES

- i. The Second Party shall provide the students with a seat in the respective programmes, subject to approval, criteria acceptance and other such approvals, permissions, requisites as required. Such pre-admission criteria shall be explicitly mentioned prior to the acceptance of the student's application.
- The Second Party shall make the institution's premises available for the students selected by the First Party for the entire duration of the programme.
- iii. The Second Party shall ensure such students are provided with quality education, equivalent to the other student(s) in the university and that all provisions, facilities, areas, and other requirements shall remain the same as those provided to other students.
- The Second Party shall ensure that such students enjoy the same facilities as the other students enrolled within the institution.
- v. The Second Party shall ensure that the students are provided with the additional benefits as provided to the other students enrolled with the institution.
- vi. The Second Party shall act in accordance with the law and in the best interests of the students and deal with such students competently, diligently, and fairly.
- vii. The Second Party shall not have the right to hold the First Party legally responsible for any misconduct on the part of the students.
- viii. The Second Party shall provide the First Party with periodic updates and reports about the academic progress of the students in the manner mutually decided upon between the two parties.
- ix. The Second Party does not hold the right of refusal of any student if the admission conditions are met by the student(s). First Party
- x. The Second Party undertakes that it shall not impose any hidden charges on the First Party and/or the students selected by the First Party and shall explicitly mention the charges and exemptions in the Annexure A
- xi. Any change in the management/ administration of the Second Party shall not affect the rights of the First Party under this Agreement.

7. CONFIDENTIALITY AND NON-DISCLOSURE CLAUSE

- i. During the collaboration, the Second Party may have access to trade secrets and other confidential or proprietary information. By signing this Agreement, the Second Party acknowledges that such information must remain confidential and agree to refrain from directly or indirectly divulging or using it, during the term of this Agreement and after its termination.
- ii. The Second Party further undertakes to keep all information regarding the students strictly confidential and shall not disclose the same to any individual or organization in the Second Party's organization, or any party engaged in similar activity as the First Party, during the term of this Agreement and after its termination.
- iii. The Second Party also agrees to keep strictly confidential any and all transactions between the First Party and the Second Party with respect to this Agreement. For the purpose of clarity, any communication on email shall also form a part of this Agreement.

IN WITNESS WHEREOF, the Second Party has hereunto set his hand, and the First Party has caused these presents to be executed in its name and on its behalf, all as of the day and year first above written.

Represented By:

Mrs. Namita Mamgain

B S Negi MPPS

Kaulagarh Road, Dehradun

Kaulagarh Road, Dehradun

Mob.: +91 98106 17478

(First Party)

Represented By: Sanyogita Kedia

Principal,

B S. Negi MPPS

Designation: Chairperson, Dor Foundation

For DOR FOUNDATION
Saying to Kedig
Authorised Signatery





INDIA NON JUDICIAL

Government of Uttarakhand

310

e-Stamp

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-UK04177531168405W

12-Feb-2024 12:56 PM

NONACC (SV)/ uk1214704/ DEHRADUN/ UK-DH

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BS NEGI MAHILA PRAVIDHIK PRASHIKSHAN SANSTHAN

: Article 5 Agreement or Memorandum of an agreement

: NA

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(Zero) 8 S NEGI MAHILA PRAVIDHIK PRASHIKSHAN SANSTHAN

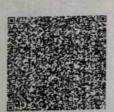
: SHRI NITYANAND SWAMI JAN SEVA SAMITI DEHRADUN

B S NEGLMAHILA PRAVIDHIK PRASHIKSHAN SANSTHAN

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(Ten only)

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Att. No. L. No.-155
MOHAN SINGH NEGI
STAMP VENDOR
Court Compound, Dehradun.

Statutory Alert

- The authenticity of this Starrip certificate should be verified at www.sholleutamp.com's using 6-starrip Mobile App of Stock Holding Any discrepancy in the destricts on the least of the starrip of the starring of the starrip of the starring of the starrip of the starring of the starrip of the
- 2 The onus of checking the legitimacy is on the users of the certificate
- 3. In case of any discrepancy please inform the Competent Authority

This Memorandum of Understanding (hereinafter called as the 'MOU') is Entered into on this 08th day of February 2024.

BETWEEN

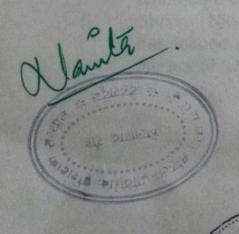
B.S.Negi Mahila Pravidhik Prashikshan Sansthan, Dehradun Uttarakhand and represented herein by its Principal Namita Mamgain, (hereinafter referred as 'First Party', the Institution which expression, In-office, administrators and assigns).

AND

Shri Nityanand Swami Jan Seva Samiti Dehradun, and represented herein by its Secretary Rahul Agarwal, (hereinafter referred to as "Second Party" company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'party')





Birendra Singh

Reg.No.58(01)2022

Advocate

distribution drives, cleanliness drives, visit to old age and orphanage shelter homes, visit to primary schools, organizing Nukkad Natakas on various social and environmental issues etc. from time to time for the students registered with the first party.

- 2.5 The second party shall be allowed to use the premise of with due permission of the first party for the social activities in collaboration.
- 2.6 **Expenditure**: The expenses incurred in the activity done in collaboration with the first party shall be incurred by the first party itself.

CLAUSE 3 INTELLECTUAL PROPERTY

3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either party any right, title, interest, or license in or to the intellectual property (including but not limited know-how, inventions, patents, copy rights and designs) of the other party.

CLAUSE 4 VALIDITY

- 4.1 This agreement will be valid until it is expressly terminated by either Party on mutually agreed terms of five years during which period (February 2024 to February 2029) second party as the case may be, will take effective steps for implementation of this MOU. Any act on the part of Training Partner or, the second party after termination of this agreement by way of communication, correspondence tec., shall not be construed as an extension of this MOU.
- 4.2 Both parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of termination, both parties have to discharge their obligations.

CLAUSE 5. RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that first party and second party are acting under this MOU shall not constructed as a partnership. Neither party is authorized to use the other party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other party, without the prior written consent of the other party. Neither party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other party, to pledge the other party's credit, or to extend credit on behalf of the other party.

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District headquarters of the first party or the second party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the source of Debug.

exclusive jurisdiction in the courts of Dehradun

* Bireadra Singh * Advocate

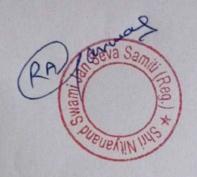
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Doiwala, Dehradui

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JUS

AGREED:
For B.S. Negi MPPS.



For Shri Nityanand Swami Jan Seva Samiti

Authorized Signatory

Second Party
Address 55-B, Malviya Road, Laxman Chowk, Dehradun
Rahul Aggarwal Secretary Contact No.8273644530
E-mail
shrinityanandwamijss@gmail.com

Witness 1: Julyana

Birexdri Singh Advocate

O. Reg.No.58(01)2022

O. Doiwale, Dehradui

Witness 2: Viveyab

Birendra Singh Advocate & Notary Reg.No. 58(01)2022 Doiwala Court Compeund Doiwala, Dehradun (U.K. notes, sketches, reports, inventions, know-how, results of research and development, tools, scripts, graphical or artistic work, audio, video, audio-video work or other items in any form or arising from or created, produced or developed by FICCI FLO (whether alone or jointly with others) under or in the course of this Agreement.

5)Dispute Resolution Clause:

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.

6) Jurisdiction:

This Memorandum of Understanding shall be governed by the laws of India. In respect of all matters arising out or relating to this Memorandum of Understanding, the courts at New Delhi, India shall have exclusive jurisdiction.

7)Force Majeure Clause:

- (a) Neither party is responsible for failure to perform any of its obligations under this Agreement, if it is prevented or delayed in performing those obligations by an event of force majeure, which inter alia includes acts of God (such as earthquakes, floods, fire, epidemic etc.), acts of Government or any other acts beyond the reasonable control of the party.
- (b) Where there is an event of force majeure, the party prevented from or delayed in performing its obligations under this Agreement must immediately notify the other party giving full particulars of the event of force majeure and the reasons preventing or delaying that party from performing its obligations under this Agreement. Notwithstanding the circumstances, the defaulting party shall certify that it has made all reasonable efforts to mitigate the effect of the force majeure event in fulfilling its obligations under the Agreement.
- (c) An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

8. Duration:

This MoU will be valid for a period of one year from the date of signing, with the possibility of renewal upon mutual consent of both parties.

9. Confidentiality:

Both parties agree to maintain confidentiality of any proprietary or sensitive information exchanged under this MoU and will not disclose such information to any third party without prior written consent.

10. Amendments:

Memorandum of Understanding (MoU)

Between

FICCI Ladies Organisation (FLO), Uttarakhand Chapter (Hereinafter referred to as "FLO")

And

BS NEGI MPPS Dehradun, Uttarakhand (Hereinafter referred to as "MPPS")

Preamble:

This Memorandum of Understanding (MoU) is made and entered into on this between FICCI FLO, Uttarakhand Chapter, a premier women's business organization with BS NEGI MPPS Dehradun, a prestigious educational institution committed to excellence in education and research.

Purpose:

The purpose of this MoU is to establish a collaborative relationship between FLO and MPPS to utilize mutual resources for organizing various programs and activities that enhance the skills and knowledge of students, FLO members, and their guests. These programs will focus on topics such as MSMEs in India, Startups, Finance and Taxation, Cultural Heritage, Local Industry, and any other areas of mutual interest.

Scope of Collaboration:

1. Programs and Activities:

The collaboration will include guest lectures, skilling programs, workshops, seminars, and other relevant events. Topics may include, Social media content creation, Textile Design & Traditional Crafts, Handmade Soaps, Candles & Sustainable Products, Mental Health, Emotional Well-being & Confidence Building, Introduction to ChatGPT & Al for Students, Wellness, Yoga & Personal Grooming but are not limited to, MSMEs, startups, finance, taxation, cultural heritage, local industry, entrepreneurship, leadership, and innovation. These programs will be open to students of MPPS, FLO members, and their guests.

2. Roles and Responsibilities:

FLO

FICCI FLO, through its Skill Her initiative, will not provide direct financial funding. However, Skill Her Initiative Leads, Ms. Rama Chopra and Ms. Gurkiran Pathak and FLO members will voluntarily contribute to the development of the project by:

i). Funding Support:

Sponsoring specific machines or equipment required by BS Negi College for skill-based training. Sponsoring course fees for selected girl students, as per individual member discretion.

ii). Capacity Building:

Conducting workshops, training sessions, and mentoring programs for the upskilling of students. Sharing industry insights and entrepreneurial guidance with the girls enrolled in the program.

iii). Placement and Business Support:

Facilitating placement opportunities for students upon completion of their courses. Supporting the college by providing business opportunities or leads that align with their training and service capabilities.

These contributions will be coordinated collaboratively between the FLO team and BS Negi College, with mutual agreement on the needs and scope of support.

FLO will leverage its Pan-India network of professionals, industry experts, and organizations to identify and invite suitable speakers and facilitators for the programs and FLO will handle logistics and accommodation for the speakers and facilitators as needed. FLO will promote the events among its members and ensure

Any amendments to this MoU shall be made in writing and signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding on the day, month and year mentioned above.

Signatures:

First Party

Dr.Geeta Khanna Chairperson

For FICCI Ladies Organisation

Second Party

Mrs. Namita Mamgain Principal

B.S. Negi MPPS Dehradun, Uttarakhand:

NAMITA MAMGAIN

Honorary Principal B S Negi MPPS

Kaulagarh Road, Dehradun Mob.: +91 09106 17478

Witness 1. Mrs. Anupama Uniyal Vice Principal

Witness 2.Mrs. Poonam Bhandari Lecturer

Shard one