

## MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (hereinafter referred to as MOU) is entered on  
**14 March 2023**

### **BETWEEN THE PARTIES:**

DRTE Foundation For Climate Relief., having its registered office at Kalyan Nagar Raj Corner Nanded (herein referred as "DRTE" which expression shall wherever the context so admits include its successors in interest, liquidators, administrators, and permitted assignees) represented by its Managing Director – Mr Krushna Gore will be termed as **"Party One"**

AND

(herein referred as **SSBES' Institute of Technology and Management, VIP Road, Nanded** which expression shall wherever the context so admits include its successors in interest, liquidators, administrators and permitted assignees) represented by its Director – **Dr. S.B. Thorat** will be termed as **"Party Two"**

Party One and Party Two are individually referred to as **"Party"** and collectively referred to as the **"Parties"**

WHEREAS the Parties are desirous of building a better world and greener planet by empowering the young student volunteers to be leaders of tomorrow through the collaborative programs (Youth Club) developed by DRTE, with its verticals linking to Sustainable Development Goals (SDG), Entrepreneurship, Peace, Climate Action, and Financial Literacy.

## **1. BACKGROUND OF THE PARTIES**

**1.1 DRTE Foundation** is a Social Organization based in India working with a focus on Citizenship, Entrepreneurship, and Partnerships with the mission to measure and multiply the socio-environmental impact of Women, Social, and Green (WSG) initiatives through human-centric solutions.

**1.2 Institute of Technology and Management, Nanded** was established by Shri Sharda Bhavan Education Society, Nanded in 1997 with a mission 'To ignite the unawakened Minds'. Institute of Technology and Management, Nanded has emerged as one of the premier institutions of higher learning in the region of Marathwada. The academic programmes run by the college are the amalgam of traditional; add on, need-based and career-oriented courses, taught by a team of experienced and efficient faculty. The college is the study centre of YCMOU, Nashik for Post Graduation Programme. Institute of Technology and Management, Nanded has a long-standing academic tradition of excellence in research and scholarship. This institute is affiliated to Swami Ramanand Teerth Marathwada University, Nanded.

## **2. OBJECTIVES**

The objectives of this MOU are as follows:

- a) To act as a collaboration between the parties to execute the goals as defined together.
- b) To enhance understanding and transparency and can be used for adherence, especially for continued associations.
- c) To establish the basic terms to be used in a future agreement between the Parties.

## **3. ROLES AND RESPONSIBILITIES OF PARTIES**

Mutual understanding of the parties agreed and declared as follows:

### **3.1 ROLE OF DRTE Foundation**

- a) Presenting opportunity to students to be part of Youth Ambassador Program (YAP) for Financial Literacy. To undertake orientation on importance of Financial Literacy, offer free course package designed by Tata Capital. On completion of the course, each student will receive a certificate of completion. Those students who complete the course will be trained to be Youth Ambassadors to spread awareness on financial literacy to the beneficiaries in need (Awareness for Students who have completed 7<sup>th</sup> Std, College students, Communities, Women, SHG).and 1 hr financial Literacy program for girls and all student for Energy Literacy Program and 3hr Completion Training and Certification and all other social activities
- b) Offer Internship programs for the students to build experience and internship completion certificates provided on successful completion of the Internship tenure.

- c) Invite and engage students and faculties in formal events, which DRTE may host.
- d) Provide an opportunity to selected students and faculties to be part of hybrid organization's Sumeet etc. workshops, events.
- e) Offer motivational, leadership, and personal development training for students that can be offered at nominal charges or free to the institution whenever needed.
- f) Offer SDG and ESG programs for students at nominal costs or free whenever needed.
- g) Provide volunteering opportunities for the students in the social sector if available.
- h) Help institution to promote sustainable development practices.

### **3.2 ROLE OF Institute of Technology and Management, Nanded**

- a) Facilitate and support in organizing the projects, events, workshops, and competitions organized by DRTE
- b) Motivate students to participate in the programs and organize campaigns at college level, inter- college level and around the vicinity of college surroundings benefitting the communities.
- c) Appoint teacher coordinators and student leaders who shall be responsible for coordinating and undertaking activities in college.
- d) Provide venue and arrangements for organizing events, workshops for the above-mentioned program.
- e) Provide invitations to DRTE for events and programs, that is open for the partners.
- f) Provide space for branding and promotion for DRTE, as and when agreed upon during college events.
- g) Cost associated to the event/campaigns organized by the students, will be borne by institution.
- h) To motivate students for internship and volunteering (online or offline).

## **4. GENERAL TERMS OF MOU**

### **4.1 BRANDING AND PUBLICITY GUIDELINES**

Both Parties agree that there will be publicity opportunities to help multiple audiences better understand the issue associated with the MOU.

- (i) The same may be communicated and publicized to the relevant audience through events, conferences, workshops, meetings, advertisements, word of mouth, emails, social media etc. Towards the same communication materials may be built by either or both Parties to reach the target audience through videos, PPT, press releases as appropriate, fact sheets, and success stories. In all such communication, DRTE and Institute of Technology and Management collaboration will be duly acknowledged along with the use of their respective logos.
- (ii) Any use of data for research or any other project-related purpose by Institute of Technology and Management will be done with the agreement of DRTE Foundation with due acknowledgment of their role in the project.

#### **4.2 CONFIDENTIALITY**

Both Parties shall not (except in the ordinary course of responsibilities), during or after the period under this MOU, divulge to any person whatever or otherwise make use of any trade secret or any confidential information concerning this program, or finances of either Parties or any of its dealings, transactions or affairs or any trade secret or any such confidential information concerning any of the Parties or any of their suppliers, agents, distributors, or customers.

#### **4.3 INDEMNIFICATION**

Both the parties hereby jointly and severally agree and undertake to indemnify and keep all of its Affiliates, its directors, officers, representatives, and employees indemnified against any loss, claims, charges, liabilities, obligations, expenses including reasonable attorney fees and damages, incurred by either party, due to, relating to or arising out of any misrepresentation, act, or mission or commission caused by their/its employees/ staff, servants, agents, representatives of the terms and conditions of the MOU.

#### **4.4 TIME PERIOD OF THE MOU**

The MOU will be valid for 1 year from the signing date of both Parties. On mutual agreement, the MOU may be extended for a further period, by way of a written amendment to this MOU.

The terms of the MOU unless mutually terminated shall be from the effective date, i.e., the date of signing of the MOU by both Parties and up to a period of one (1) year and extendable as per the project requirements and as per the understanding and agreement between the Parties.



#### 4.7 DISPUTE RESOLUTION

At the written request of either Party (which may be given by electronic mail), the Parties will attempt to resolve any dispute arising under or relating to this MOU through the appointment of a senior management representative (one each from both the Parties); hereinafter referred to as "Management Representatives", who does not devote substantially all of his or her time to performance under this MOU. These Management Representatives will furnish to each other all non-privileged information with respect to the dispute that the Parties believe to be appropriate and germane and will negotiate diligently and in good faith in an effort to resolve the dispute without the necessity of any formal proceeding. In case the dispute is not resolved within 60 days from the date of formation of this committee of Management Representatives, then the Matter shall be subject to arbitration by a sole arbitrator mutually appointed by the Parties. In the event the Parties fail to agree upon a sole arbitrator, both Parties may approach the High Court for the appointment of an Arbitrator.

This MOU shall be governed and construed in accordance with the laws of India and the claims and disputes arising out of or in connection with this MOU would be adjudicated, to the exclusion of other courts, by the courts of Mumbai, India.

#### 4.8 OTHER PROVISIONS AND TERMS

Both Parties agree that they shall not engage in (or authorize or permit any person or entity acting on its behalf to engage in) any corrupt, fraudulent, coercive, collusive, or obstructive practices with respect to the Project or any transaction contemplated by this MOU.

Both Parties agree that any intellectual property which is jointly developed through activities covered under this MOU can be used by either Party. This association will not affect the IPR ownership of pre-existing materials, and each Party will continue to have ownership of its pre-existing materials, with no claim by the other Party.

The terms and provisions in this MOU also apply to any subsequent Addendum to this agreement. IN WITNESS WHEREOF, the parties hereto have executed this MOU on the day of Tuesday 14/03/2023

**For and On behalf of DRTE Foundation  
For Climate Relief**


Name: Krushna Gore  
Title: Founder/CEO  
Date: 14/03/2023

**DRTE Foundation for Climate Relief**

  
Director



**For and On behalf of Institute of  
Technology and Management, Nanded.**

  
Name: Dr. S.B. Thorat  
Title: Director  
Date: 14/03/2023

**Director**  
Shri Sharda Bhevan Education Society's  
Institute of Technology and Management,  
NANDED.