



महाराष्ट्र MAHARASHTRA

2021

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Sub-Treasury Officer,
Vasai.

18 NOV 2021

Sub-Treasury Officer,
Vasai.

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MEMORANDUM OF UNDERSTANDING (MENTORSHIP)

This Memorandum of Understanding ("MoU") made and entered into on last date of signature below ("Effective Date").

BY AND BETWEEN

Mentor Together, a Trust (Registration No. 372/09-10) registered under the **India Trusts Act, 1882**, and having its registered office at Mentor Together, 76/1, "Prakruthi", 7th A Cross, 27th Main, HSR Layout, Sector 1, Bangalore 560102, represented by its Associate Director-Operations (hereinafter referred to as the "MT / "First Party) which expression shall, unless repugnant to the context otherwise, include its successors-in-office and assignees of the **FIRST PART**

AND

St. Gonsalo Garcia College, Vasai, Maharashtra, affiliated to the University of Mumbai (vide its letter No.Aff./Recog./2958 of 1989 dt. 09/05/1989) located at Vasai, Maharashtra, India represented by its Principal hereinafter referred to as “**St. G. G College/ Second Party**”) which expression shall unless repugnant to the context otherwise include its successors and assignees of the **SECOND PART**.

Hereinafter Mentor Together (MT) and **St. G. G College** individually referred to as a ‘**Party**’ and collectively referred to as “**Parties**”

WHEREAS

- (A) MT is a registered charitable trust formed with the aim of promoting the skills and aptitudes of the underprivileged children and youth in India, thereby assisting them to achieve economic and social stability through Mentoring Programmes.
- (B) **St. G. G College** is an higher education institute affiliated to the University of Mumbai, Maharashtra

The Parties are desirous of entering into a Memorandum of Understanding to provide mentorship programmes, in the manner better defined hereunder.

NOW THEREFORE, in consideration of the mutual understandings, obligations and other good, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

- 1.1. “**PROGRAMME**” shall mean the “Mentor To Go Mobile Mentoring Programme” designed by MT to improve the work readiness of underprivileged youth, through a technology platform - “the Mentor To Go App” which contains learning modules,

career guidance from mentors, and work experience opportunities that would impart such skills to the Beneficiaries.

1.2. **“BENEFICIARY”** shall mean a student, preferably from a low-income or marginalized background studying in/affiliated with the **Second Party** to whom the Parties shall make the Programme available.

2. **TERM:** The MOU shall be in force until March 31, 2025 and shall be subject to renewal on the same, or different terms upon mutual consent of the Parties, upon determination.

3. **RIGHTS AND OBLIGATIONS OF THE SECOND PARTY**

3.1. Second Party shall not be responsible for any detrimental act carried out by the First Party in the course of the mobile mentoring program.

3.2. Second Party shall not be liable in any way (employer – employees relationship, legal and financial) to the First Party’s personnel who shall be exclusive liability and responsibility of MT.

3.3. A Co-ordinator of this Programme shall be appointed by the Second Party and who shall be the single point of contact to provide all assistance to MT in the course of this MoU.

3.4. The Signatory i.e Principal of Second Party is authorised to take binding decisions pursuant to this MoU and shall be empowered to do so throughout the term of the MoU.

3.5. The Second Party shall fully cooperate and assist MT in identifying Beneficiaries within 2 weeks of signing of this MoU.

3.6. The Co-ordinator of the Second Party shall assist the First Party in ensuring that the Beneficiaries comply with all rules and regulations as communicated by the First Party.

3.7. The Co-ordinator shall work with the First Party in ensuring smooth rollout of the Programme with Beneficiaries, identified as per First Party's eligibility criteria

4. RIGHTS AND OBLIGATIONS OF THE FIRST PARTY

- 4.1. The First Party will work with Second Party, to identify Beneficiaries as per the guidelines of selection listed by First Party.
- 4.2. The First Party will help Beneficiaries to enrol onto the Mentor To Go app, and will monitor their progress and provide any support as necessary to the Beneficiaries. This includes supporting Beneficiaries in completing self-learning modules, accessing personalised mentorship through mentors, and in signing up for available work experience opportunities.
- 4.3. The First Party shall submit quarterly progress reports to the Second Party
- 4.4. The First Party will manage all data collected from Mentees in according with the Terms of Use and Privacy Policy of the app, which can be found here: <https://mentortogether.org/privacy/> and <https://mentortogether.org/terms/>.
- 4.5. The First Party shall not disclose any personal information of the Beneficiaries in any manner and the same will be the sole responsibility of the First Party.
- 4.6. The First Party shall not carry out any activities through Mobile App that damages or affects the Beneficiaries in any manner.

5. DISCLOSURE OF COLLABORATION

- 5.1. The Parties shall only disclose their association with each other in their marketing and promotional materials or content with the following conditions:
- 5.1.1. The nature of the relationship between the Parties shall be clearly stated.
- 5.1.2. No Party shall be liable for any consequences arising by default or any kind of breach caused by the other Party.

5.1.3. For all events, collaterals and projects under this MoU, each Party shall duly provide prominent acknowledgement and branding to the other Party with mutual approval in written form.

6. CONFIDENTIAL INFORMATION

6.1. Parties shall use Confidential Information as may be identified by the respective Party providing the Confidential Information, only for the purpose of fulfilling their obligations under this MoU and not disclose any or part or summary or extract of the Confidential Information to any third party without the prior written consent of the disclosing Party.

6.2. No Party shall copy or reproduce in any way any documents containing Confidential Information without prior written consent of the disclosing Party. Both the Parties shall within 12 hours, upon request by other Party, return all Confidential Information disclosed, including all copies (if any) made in terms of these.

6.3. All employees of the Parties who have access to any Confidential Information shall have a similar obligation in terms of confidentiality and non-disclosure of such Confidential Information as these presents.

7. INTELLECTUAL PROPERTY PROTECTION

7.1. During the course of this relationship, any party shall gain access to material developed /created by the other that may be in written or electronic form, which are the sole proprietary Intellectual Property of the party sharing.

7.2. Both the Parties shall be protected for their individual intellectual property and shall retain all rights in their Intellectual Property.

8. LIMITATION OF LIABILITY

8.1. Except for liability relating to either Party's breach of the other Party's confidential information or intellectual property rights, in no event shall either Party be liable to the other Party for any direct, indirect, incidental, special, punitive or consequential damages or loss of profits, lost revenue or loss of data.

8.2. Notwithstanding the foregoing, nothing in this MOU shall limit the Parties liability for bodily injury or death caused by its negligence or its liability in the tort of deceit

9. CONSEQUENCE OF BREACH

9.1. Any breach of any of the terms of this MoU by any of the Parties entitles the other Party to cancel or suspend this MoU in full immediately. Upon such cancellation or suspension, any and all obligations of the other Party shall cease with immediate effect, without affecting in any way, any and all of its rights under this MoU including claiming appropriate refunds for termination of the Programme and compensation for such breach.

9.2. In the event of termination for breach, the liability of the Party breaching such rights for damages, claims and other relief sought by the non-breaching Party shall remain in full, until the same are settled to the satisfaction of the non-breaching Party.

10. TERMINATION

10.1. This MoU shall be terminated upon occurrence of any of the following:

10.1.1. By the mutual consent of the Parties, set forth in writing; or

10.1.2. Upon breach of any of the terms of this MoU, by the either Party, provided that such termination shall only take effect when the Party causing the breach fails to cure the same within 30(Thirty) calendar days from written notice of such breach being received from the other Party.

11. JURISDICTION

11.1. This MoU shall be governed by and shall be construed in accordance with the laws of India.

11.2. Any Dispute which has not been resolved by amicable settlement within the timeline provided in clause 9 (a) above shall be settled by arbitration conducted by an arbitral tribunal which shall consist of 3 (three) arbitrators, with first and second Party appointing one arbitrator and the 2 (two) arbitrators appointing the presiding

arbitrator in accordance with the Indian Arbitration and Conciliation Act, 1996 including any amendment and modifications thereto and the rules framed there under.

12. GENERAL TERMS

12.1. This MoU constitutes the entire understanding between the parties.

12.2. No Amendments to this MoU are valid unless made in writing and agreed to by both the Parties.

12.3. No party shall be liable to the other Party for any failure to perform any of its obligations under the MoU during any period in which such performance is delayed by circumstances beyond its reasonable control including, but not limited to, fire, flood, war, embargo, strike, riot or the intervention of any governmental authority (a "Force Majeure"). In such event, however, the delayed Party must promptly provide the other Party with written notice of the Force Majeure. The delayed Party's time for performance will be excused for the duration of the Force Majeure, but if the Force Majeure events last longer than thirty (30) days, then any Party may immediately terminate the MoU by giving written notice to the other Party.

12.4. Notice to Parties under this MoU must be in writing and sent by receipted courier service to the address below or to such other address (incl. facsimile or electronic) as specified in writing and will be effective upon receipt:

To First Party: Mentor Together, 76/1, "Prakruthi", 7th A Cross, 27th Main, HSR Layout, Sector 1, Bangalore 560102

To Second Party: St. Gonsalo Garcia College of Arts and Commerce, Vasai, Dist- Palghar, Maharashtra, PIN 401201

12.5. Any rights under this MoU may not be transferred in any manner (even temporarily) by any Party, in whole or in part, whether voluntarily or by operation of law, without prior written consent of the other Party. Subject to the foregoing, this MoU shall be binding upon the Parties' respective successors and assigns.

12.6. Failure or delay in exercising any rights under this MoU by either Party or failure to insist upon or enforce strict performance of any provision contained herein, shall not be considered waiver of such right, even if there are multiple, successive instances of such failures or delays. No waiver shall be considered continuing or permanent.

12.7. In the event that any of the provisions of this MoU shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS ON THE DAY, MONTH AND SEAL FIRST MENTIONED ABOVE

For the Second Party




Dr. Somnath S. Vibhute

Principal

Date: 10th March, 2022

For the First Party



Archana Chavan

Associate Director-Operations, Mentor Together