



16/05/2022

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Serial No: 4408 Date: 16/05/2022 Rs 100/-

Purchaser Radha Varadarajan

S/o, D/o, W/o: Varadarajan

For Whom: m/s Naandi Foundation R/o Hyd

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ALLURI HANUMANTH YADAV  
License No: 1609-09/2017  
Renewal No: 16-09-035/2020  
Shop No: 4, Bhagya Rekha Apartment,  
Opp: Sub-Register Office, Bowenpally,  
SECUNDERABAD-11.  
Cell: 9703337476

## MEMORANDUM OF UNDERSTANDING

BETWEEN

GOVERNMENT DEGREE COLLEGE FOR WOMEN -  
BEGUMPET, HYDERABAD

AND

NAANDI FOUNDATION, HYDERABAD  
(MAHINDRA PRIDE CLASSROOM PROGRAM)

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Govt. Degree College for Women  
(Autonomous)  
Hyderabad.

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## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "MoU") is entered on 17<sup>th</sup> day of May 2022:

Government Degree College for Women - Begumpet, Hyderabad India, represented by Dr. K Padmavathi, Principal, Government Degree College for Women - Begumpet, Hyderabad (hereinafter referred to as "Government Degree College for Women - Begumpet" which expression shall mean and include its heirs, successors, executors, administrators, authorised representatives and permitted assigns) as **FIRST PARTY**.

**AND**

**Naandi Foundation**, a Public Charitable Trust incorporated under the Indian Trusts Act, 1882, having its registered office at 502, Trend set Towers, Road No 2, Banjara Hills, Hyderabad – 500 034, Telangana, India represented by **Ms. Radha Varadarajan – Chief Skills Officer - Naandi Foundation** (hereinafter referred to as "Naandi" which expression shall mean and include its heirs, successors, executors, administrators, authorised representatives and permitted assigns) as **SECOND PARTY**.

(Both Parties are hereinafter jointly referred to as "Parties" and individually as a "Party")

### INTRODUCTION


**WHEREAS** the First party, Government Degree College for Women - Begumpet, Hyderabad to build a vibrant and inclusive learning community in a culture of excellence sustained by a sound value system that promotes responsible citizenship and effects social change.

**WHEREAS** Government Degree College for Women – Begumpet, Hyderabad. is to empower young women to face the challenges of life with courage and commitment, to be builders of a humane and a just society, and to promote a learning community in which all, especially those from less-privileged backgrounds, feel part of the collaborative high quality educational process which is value based and leads to holistic growth.

**WHEREAS** the Second party - Naandi Foundation is an apolitical, autonomous Public Charitable Trust and a not-for-profit organisation registered under section 12A of the income tax act, 1961 is tax-exempt and is recognised by tax authorities as an organisation established for 'charitable purpose'.

**WHEREAS** the Second party is working with an objective of people-centred development through its charitable activities in the whole of India, without distinction of caste, creed or religion, etc.

**WHEREAS** the Second party engaged, inter alia, in improving the livelihoods of the underprivileged communities through its various social initiatives, developmental programs in various states of India. The Second Party's activities include education to disadvantaged children with a specific focus on girl child education, improving livelihoods of small and marginal farmers through its farming practices, employable training and skill development programs to underprivileged youth, provision of safe drinking water to communities, etc.

  
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**WHEREAS** the Second Party Naandi Foundation, in furtherance of its objectives, wishes to support socially and economically disadvantaged underprivileged sections of society and provide them employability skills under its program “Mahindra Pride Classroom”.

**WHEREAS** both the parties, having recognised each other’s intention of working in the sphere of employability skills, wish to support socially and economically disadvantaged and underprivileged youth with a focus on women that helps in improving their employability skill set and livelihoods.

**WHEREAS** both the parties have decided to reduce the mutually agreed terms and conditions into writing.

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

**I. TERM:**

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This Memorandum of Understanding will come into effect from 17th May 2022 and shall remain in force till 17<sup>th</sup> May 2025. This MOU may be further extended on terms and conditions as may be mutually agreed by both parties.

**II: The Naandi Skills Centre@ Government Degree College for Women – Begumpet, Hyderabad.**

- I. The centre’s objective is to be a vibrant on-campus space where students have ready access to all facilities to develop skills. The core of the facility is enabling students to have experiential learning in technologies, entrepreneurial ideation, providing tools to build prototypes, and support to take their business ideas to market. The mentoring will also provide a smooth transition from campus to career by providing necessary future-ready capabilities.
- II. The beneficiaries shall be from underprivileged sections of the society without distinction of caste, creed or religion, etc., shall be from the underprivileged youth women (18 years to 35 years) in and around the neighbourhood of the college, including the students studying in the pre-final or final year of graduation in Government Degree College for Women - Begumpet, Hyderabad.
- III. The skilling program shall be for a duration of 40 hours or as the case may be decided mutually by the parties for the purpose of competence building and technology-enabled transformation.
- IV. The Program aims to help students:
  - Develop relevant 21st-century skills especially focussed on technology, innovation and entrepreneurship
  - To meet the current requirements of the nation’s growing demands, including innovation and design-thinking for out of the box solutions.

  
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- Further guidance in select software languages for interested participants
- Gain mentoring for micro and small businesses with a 360\* support from idea to market
- Keep up with the rapid changes in technologies by awareness on IoT, 3D tech and its applications in existing products in both national and international markets.
- Software coding and tech tools including exposure to free open-source code
- Supplement theoretical subject knowledge provided by formal academics with practical life skills, women centric skills, soft skills and communication skills.
- Acquire timeless nuanced dispositions as new entrants to the job market like goal setting, critical thinking, decision making and teamwork.
- The beneficiaries may be trained in any other skills, as mutually decided by both the parties, that improves their employability skill and livelihoods.

### **III: OBLIGATIONS OF THE FIRST PARTY IN THE CAMPUS OF GOVERNMENT DEGREE COLLEGE FOR WOMEN, BEGUMPET, HYDERABAD.**

- I. The first party, Government Degree College for Women - Begumpet, Hyderabad shall provide the beneficiaries under the said program and shall ensure that they are underprivileged youth from in and around the neighbourhood of the college, including the students studying in the final year course(s) in the college with a special focus on women.
- II. To provide the second party with an enclosed hall or a classroom of 1000 square feet within the college premises, free of cost.
- III. To allow the second party to set up the required infrastructure facility and create a conducive environment in such a 1000 SQ FT hall/classroom at the premises of Government Degree College for Women - Begumpet, Hyderabad for conducting the aforementioned skill program.
- IV. The first party hereby agrees that all such infrastructure created and/or provided by the second party (Naandi) is the property of the second party (Naandi). The first party Government Degree College for Women - Begumpet, Hyderabad shall not claim any right or title over such infrastructure. The first party Government Degree College for Women - Begumpet, Hyderabad, shall allow the second party (Naandi) to keep such infrastructure so provided and the hall or classroom under its safe custody, lock and key. Further, the second party (Naandi) shall have the right to remove such infrastructure provided for the said program from the Government Degree College for Women - Begumpet, Hyderabad premises, as mutually agreed upon by the both parties during the period of this MOU or on completion of the program, as it thinks fit.

  
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- V. To provide the necessary infrastructure like restroom facility for faculty and students participating in the training, Electrical connectivity for using devices during sessions & a plain wall for display of student work.
- VI. To ensure the safety and security of the beneficiaries and Naandi's representatives while the classes are being conducted in the college premises.
- VII. Ensure to identify three people as 'resource persons' (hereinafter referred to as POCs - Point of Contact, two-person Government Degree College for Women - Begumpet, Hyderabad to coordinate between the beneficiaries, premises provider Government Degree College for Women - Begumpet, Hyderabad, and the Second Party. Contact details of the POCs shall be shared with the Second party and the rest of the team.
- VIII. POCs should ensure that all the trainees of Government Degree College for Women - Begumpet, Hyderabad are given awareness on attending the aforementioned skill training program prior to the training. To ensure that beneficiaries attend the sessions continuously without fail.
- IX. To allow Naandi's employees, representatives and trainers into the college premises, during the sustenance of this MOU, to interact with POC, program-related staff and beneficiaries.
- X. Ensure that the POCs take feedback from the trainees for quality assurance purposes.

#### IV: ACTIVITIES OF THE SECOND PARTY (NAANDI):

- I. Prepare content that will be most effective in training the beneficiaries/students.
- II. To impart employability skill set to socially and economically disadvantaged and underprivileged women/girls that helps in improving livelihoods and economic security.
- III. To set up at its own cost, required infrastructure facility and create a conducive environment in the 1000 SQ FT hall/classroom provided by the first party at the premises of Government Degree College for Women - Begumpet, Hyderabad. The second party shall maintain a list of such infrastructure so. to identify its property and shall share the same with the first party under proper acknowledgement once the infrastructure details are decided. The first party, Government Degree College for Women - Begumpet, Hyderabad hereby agree that it will not claim any right or title over such infrastructure provided by the second party. The second party (Naandi) shall have the right to remove such infrastructure offered for the said program from the premises, as mutually agreed upon by the both parties at any time during the period of this MOU or on completion of the program.

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- IV. The second party (Naandi) hereby agrees that the enclosed hall or a classroom of 1000 SQ FT facilitated by Government Degree College for Women - Begumpet, Hyderabad campus is the property of Government Degree College for Women - Begumpet, Hyderabad, and it will not claim any right or title over such hall or classroom provided.
- V. All Naandi assets, including the hardware/equipment including technical requirements, will be made available for the enrolled students for the duration of the program.
- VI. Ensure that well-trained trainers are identified and engaged to ensure the overall success of the Program.
- VII. Ensure to give an update on employability training program and its importance to the training coordinator of the First Party.
- VIII. Monitor the program by conducting periodic assessments to ensure that the trainers do a quality job.

**V. FREE OF COST:**


The socially and economically disadvantaged underprivileged youth focusing on women are provided with technical and employability skill sets under the Mahindra Pride Classroom program to improve their livelihoods and economic security. The Program is free of cost. Therefore, either party shall not charge any fees on whatsoever account/name from the beneficiaries under the program. Further, both the parties agree that either party shall not charge any fees whatsoever from the other party under this MOU/program.

**VI. CERTIFICATION:**

The second party shall award certificates to the beneficiaries on successful completion of the training having attendance percentage above 80 and clearing of the assessment held post completion of the program.

**VII. INSURANCE:**

- I. The first party Government Degree College for Women - Begumpet, Hyderabad, shall ensure and take the appropriate insurance cover at its own cost of its buildings, structures, and other assets.
- II. The second party (Naandi) shall ensure and take the appropriate insurance cover at its own cost to cover the infrastructure facility created and/or provided in the premises under this MOU.

  
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III. The first party (Government Degree College for Women - Begumpet, Hyderabad) hereby agrees to give any required declaration or document to any insurance company to enable the second party (Naandi) to cover its infrastructure facility/assets under insurance.

#### **VIII. General Terms:**

##### **Relationship between the parties:**

Nothing herein shall be construed to constitute the Parties as principal and agent, employer and employee, partners or joint ventures, nor shall any similar relationship be deemed to exist between the Parties. This Memorandum of Understanding is made on a principal-to-principal basis.

##### **Representation and Warranties:**

Each Party hereby represents to the other that they have been duly incorporated/registered under the applicable laws and has full legal right and authority to execute this memorandum of understanding. Each Party represents that it is also authorised to perform its obligations as herein contemplated; and that neither the performance of the obligations nor execution of this MOU will violate or in violation of any applicable laws for the time being in force.

##### **Confidentiality:**

The parties shall severally take care to ensure that the information provided by the other party remains confidential and further agree not to use the Confidential Information for any purpose other than the purpose for which it is intended. The parties shall not disclose any Confidential Information to anyone other than the employees of either organisation who need to know the Confidential Information. Each Party recognises such information of the other Party as confidential information and agrees not to disclose them to any third party without the prior written consent of the other Party. The restriction contained in this clause shall not be applicable to information which (i) is required to be provided pursuant to any statutory or regulatory obligation; (ii) is lawfully acquired by the disclosing Party from an independent source having no obligation to maintain the confidentiality of such information; and (iii) was lawfully known to the disclosing Party prior to its disclosure under this Agreement.

##### **Intellectual Property:**

Each Party acknowledges the intellectual property rights of any kind, including but not limited to the copyright, patent rights, design rights, service marks, trademarks, logos, titles, slogans, property rights and any other rights with and held by the other Party and undertake that neither Party shall claim any right, title and interest in the Intellectual Property Rights of the other Party.



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**Dispute Resolution:**

If any dispute arises between the Parties, the Parties shall endeavour to resolve them mutually. If such resolution is not possible within a reasonable period, the unresolved dispute shall be referred to arbitration in accordance with the Arbitration Act for the time being in force, conducted by a sole arbitrator to be appointed by the Parties mutually. The arbitration shall be in English and the seat of the arbitration shall be at Hyderabad. The decision of the arbitrator shall be final and binding on both parties.

**Validity of Clauses:**

If any Clause or any part of this Agreement shall for any reason be adjudged by any court or other legal authority of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

**Entire Agreement:**

This Agreement sets forth the entire agreement between the Parties at the date hereof relating to the Purpose and supersedes any prior agreements or arrangements (whether oral or in writing) between the Parties relating thereto.

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**Notices:**

All notices, which either Party is required or may desire to serve upon the other Party, shall be in writing and addressed as specified in the recital of this Agreement. Notices may be served personally or by facsimile, certified mail, express mail, email to a designated employee of the Party or express courier.

**Termination:**

Either of the parties is entitled to terminate this MOU by giving a thirty days' notice to the other party in case of breach of any term of this MOU by the other party, provided that before issuing such termination notice, such issues shall be discussed with senior officials of the Parties and if they fail to resolve such issues within a period of fifteen (15) days, then it shall result in termination of this memorandum of understanding.

**Force Majeure:**

Neither Party shall be held responsible for non-fulfilment of their respective obligations under this MOU due to the exigency of one or more of the Majeure event such as but not limited to acts of God, war, flood, earthquakes, strikes, lockouts, epidemics, pandemic, riots, civil commotion, etc., provided on the occurrence and cessation of any such event the Party effected thereby shall give notice in writing to other Party within one (1) month of such occurrence or cessation. If force majeure continues beyond one (1) month, the parties shall jointly and mutually decide about the future course of action or terminate this MOU with immediate effect.

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**Amendment:**

Any term or terms of this Memorandum of Understanding may be amended/modified, or changed in writing with mutual consent of both parties.

**Assignment and Delegation:**

Neither this Memorandum of Understanding nor any duties or obligations under this Agreement may be assigned or delegated by either party.

**Governing Laws and Jurisdiction:**

This Memorandum of Understanding shall be governed by laws of India and shall be subject to the jurisdiction of courts situated at Hyderabad.

**Rules of Interpretation:**

The headings to clauses are inserted for convenience only and shall not affect the construction or interpretation of this Memorandum of Understanding. In this Memorandum of Understanding, words expressed in any gender shall, where the context so requires or permits, include the other gender. In this MOU, words expressed in the singular shall, where the context so requires or permits, include the plural.

**Counterparts:**

This Memorandum of Understanding shall be executed in two counterparts, each of which shall be deemed as original, but all of this together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have set and subscribed their respective hands with stamp and seal the day and the year is first hereinabove written.

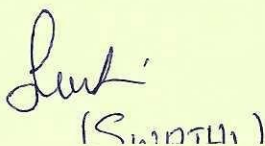
**For Naandi Foundation**

  
**Ms. Radha Varadarajan**  
Chief Skills Officer  
Naandi Foundation

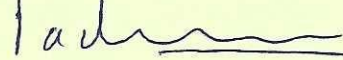
**Witness.1**

  
(Sushruti Roy)

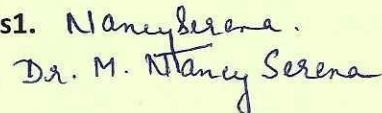
**Witness2.**

  
(Sushruti Roy)

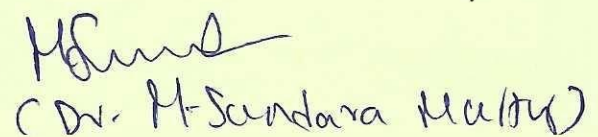
**For Government Degree College for Women  
- Begumpet, Hyderabad**

  
**Ms. Dr. K Padmavathi** PRINCIPAL  
Govt. Degree College for Women  
Principal (Autonomous)  
Begumpet, Hyderabad.  
Government Degree College for Women  
Begumpet, Hyderabad

**Witness1.**

  
Dr. M. Nancy Serena

**Witness2.**

  
(Dr. M. Sreedara Murthy)