

MEMORANDUM OF UNDERSTANDING

This Memorandum of Undertaking (MOU) is made on 13th January 2022 between **Sapdra Foundation, India** herein after referred to as **Sapdra Foundation** having its office at 37, Sangwan City, Uttar Pradesh, India 207124 which expression shall include authorized representative Mr. Prasad Lunge (CSR Manager) of the first part and **Kisan Veer Mahavidyalaya** having its Office at Wai Panchgani Road, Wai, 412803 Hereinafter referred to as **Kisan Veer Mahavidyalaya** represented by its authorized representative Principal.

The activities for which this MoU is signed are to be known as "Skill Development Program." Whereas, Sapdra Foundation is desirous of executing a project under the umbrella of Skill Development Program, detailed proposal of which is annexed, has approached Kisan Veer Mahavidyalaya to implement the activities to provide college students with skill development training. And Whereas Kisan Veer Mahavidyalaya has appraised the detailed proposal submitted by Sapdra and is satisfied that the project proposed to be executed by Sapdra Foundation will, on completion, aid in the holistic development of college students in the proposed intervention area is agreeable to certify it as such subject to the terms and conditions stated hereinafter:

1. Responsibilities of Sapdra Foundation: Sapdra Foundation shall;
 - a. Execute the project activity as per the detailed proposal/activities approved by Kisan Veer Mahavidyalaya.
 - b. Furnish reports on the project to Kisan Veer Mahavidyalaya.
2. Responsibilities of Kisan Veer Mahavidyalaya Kisan Veer Mahavidyalaya shall:
 - a. Provide infrastructure facilities and enroll the student who desire to join the course.
 - b. Furnish a certificate to Sapdra Foundation in accordance with the scheme within a period not exceeding one month from the completion of the project to the satisfaction of Kisan Veer Mahavidyalaya.
3. 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 Sapdra nor Kisan Veer Mahavidyalaya shall be held responsible for any loss or consequential loss.
4. Indemnity - Sapdra Foundation hereby agrees to indemnify the company, its representatives, administrators and properties from and against all action, demands, proceedings, prosecutions, attachments, and the like arising out of its liabilities and all charges, taxes, etc.
5. Liabilities - Kisan Veer Mahavidyalaya shall not be liable for:
 - a. Any payments of claims by employees of Sapdra Foundation.
 - b. Discharging any financial commitments made by Sapdra Foundation.
6. Breach of MOU - Kisan Veer Mahavidyalaya shall have the right to terminate the MOU with Sapdra Foundation in case Sapdra Foundation either fails to execute the project in accordance With the approved proposal as annexed hereto or violates any of the clauses mentioned in the MOU.

7. Amendment to the MOU - The obligations of Sapdra Foundation, and Kisan Veer Mahavidyalaya have been outlined in this MOU. However, during the operation of the MOU, circumstances may arise which call for alteration or modifications of this MOU. These modifications/alterations will be mutually discussed and agreed upon in writing.
8. Period of Validity - This MOU shall be valid for the project construction period as indicated in the annexed detailed proposal and may be renewed subsequently by mutual consent of both the parties.
9. Arbitration - Any dispute arising with regard to any aspect of this MOU shall be settled through mutual consultations and agreements by the parties to the MOU.

Lunge

For Sapdra Foundation

Prasad Lunge [CSR Manager]

Authorized Representative

Date and Time

13th January, 2023
11.45 am



For Kisan Veer Mahavidyalaya Wai

Principal
PRINCIPAL
KISAN VEER MAHAVIDYALAYA
Wal, Dist. Satara

Principal
Authorized Signatory

Date and Time

13th January, 2023
11.45 am