

Print on Rs. 100/- Non- Judicial Stamp

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") entered into on the _____
between:

Asara Education and Welfare Foundation (hereinafter called AEFW) having B.O. address at
2nd Floor, Above Allahabad Bank, Naya Bazar, Siwan-841227, Bihar, represented by its
trustee on the one part.

AND

The NGO _____ represented by its
Trustee (hereinafter referred at as ASSOCIATE) having address at _____

Dist. _____, as the other part.

WHEREAS:

Mr./Mrs. _____ is the Trustee of the NGO/
Trust/Company. Other which is involved in activities related to social work with the objective
of _____

_____ for the _____ (the
beneficiaries), registered under

No. _____ dated _____ and working with the
vision to

_____ & mission
to _____

1. AEFW a Company, registered under Company Registration Act 2013 and Section -8 with CIN NO.U85300BR2018NPL039491, through its Movement called **Yuva Platform** (hereinafter referred to as YP) for societal transformation by creating opportunities for under privileged youth and school drop outs by catering to the Vocational Training programs/courses for youth. KSWA is involved in organizing and delivering vocational training programs, career guidance, training and counseling services to deprived, unemployed, under-employed youth while networking with other Organizations involved in promoting youth welfare.
2. The Organization and YP have mutually agreed to enter into an agreement to run YP vocational courses/programs at the ASSOCIATE center at _____ as per the needs of the local youth.
3. In response to the aforesaid agreement, YP and the ASSOCIATE have agreed on the terms and conditions herein stated:

NOW THEREFORE IT IS HEREBY AGREED BY AND AMONGST THE PARTIES AS UNDER: —

ARTICLE I

TERM OF MOU

The term of this MOU shall be valid for 3 (Three) year from the date hereof.

ARTICLE II

MODUS OPERANDI AND SCOPE OF WORK

1. YP Movement has been created for promotion of YP Vocational training programs and community developmental activities. Detailed activities are elucidated in the Annexure to this agreement on YP's & the ASSOCIATE'S Roles & Responsibilities for this Project, to be carried out jointly by the ASSOCIATE, under the brand name of **"Yuva Platform."**
2. All Signage, Flyers/Official documents and external correspondence used for promotion of Vocational Training programs and various community engagement activities shall have the name / logo of both parties involved i.e. Yuva Platform and the ASSOCIATE,
(_____) in that order. The name board to be put up on the centre will be finalized after agreement of both parties.
3. The ASSOCIATE, with the guidance of YP, shall form a team consisting of the Center Head, Social Worker and Instructor(s) for the Vocational Training programs and Community Activities to be conducted in the community within the reach of the project.

ARTICLE III

OBLIGATIONS OF THE ASSOCIATE

1. The ASSOCIATE & YP shall use the earmarked center space of _____ sq. ft based at _____ exclusively for establishing and running Vocational training programs as per mutual agreement between both parties, as per the needs of the targeted youths. This centre will be earmarked as YP Associate.
2. The ASSOCIATE shall appoint qualified professionals with computer knowledge (Center Head) to look after the Centre and to assure best services to the students enrolled for any course at the centre. Such professionals shall be the representatives of the ASSOCIATE only. The ASSOCIATE shall be solely responsible to pay the remuneration/consultancy/fees/service charges/salaries of such professionals. Such representatives/professional shall NOT be considered employees of YP. The employees shall be on the payroll of the ASSOCIATE and shall be legally responsible to the ASSOCIATE only.
3. This program will be initially for a period of three years, run and marketed by the ASSOCIATE under the guidance of YP which will also guide in the faculty

recruitment, faculty training, curriculum planning and other essential activities at the Centre.

4. For All signage and the promotional activities especially pertaining to the Banner and Name board for the center, the design of the signage and print promotional materials and a sample of the signage and print promotional materials for internal as well as external use shall be jointly decided by YP to ASSOCIATE. This is keeping in mind the standardization of signage, promotional materials as well as in order to maintain the branding and safeguard image building of YP through these signage and promotional materials. (Copy of the signage design is enclosed as Annexure).
5. It is hereby agreed upon by the parties that the course equipments will be purchased and made available by the ASSOCIATE for vocational training activities only.
6. ASSOCIATE shall not disclose the confidential and proprietary information relating to the performance of his obligations under this agreement supplied by YP and shall keep them confidential and not use it for any purpose during the period of this agreement and at least for a period of one year from the date of termination of the agreement.
7. The ASSOCIATE shall be an independent entity to provide the complete service under this MOU and YP will have no privity of agreement with the persons engaged or employed by them and will have nothing to do or concerned with the conditions of employment of the workers/personnel, whether employees or persons engaged by ASSOCIATE. It shall be ASSOCIATE's sole responsibility to provide and discharge all statutory responsibilities and provisions to the workers/persons engaged by ASSOCIATE.
8. ASSOCIATE shall be solely responsible for the behavior and conduct of the persons engaged/ employed by ASSOCIATE while discharging the services envisaged in this MOU and shall also is responsible to make good the loss or damage caused to the beneficiaries in the course of performance of this agreement.
9. The appointment of ASSOCIATE is on a non-exclusive basis. Hence, during the continuation or after discontinuance of this MoU, YP shall be at the liberty to enter into an agreement for providing service with any other ASSOCIATE /person in the same geographical area at its discretion.
10. ASSOCIATE shall provide to YP with details of names, addresses and other details viz. phone no: etc... , of students enrolled and also maintain separate books, records in respect of work done. ASSOCIATE shall allow Auditing of their books of accounts and resources and furnish to YP such information on a time to time basis and also permit the authorized representatives of YP to inspect, at any time, the associate's establishment, records and work done in pursuance of this MOU, at any time during the tenure of the agreement. ASSOCIATE will submit all the requested data as per the prescribed format

suggested by YP and will submit the same to YP on regular basis. If software/any other format is provided by YP, ASSOCIATE shall use the software/formats only for this project. The monthly and quarterly reports are a necessary part of this Agreement.

11. ASSOCIATE shall not during the continuance of this agreement or thereafter use in connection with any business the name/logo of AEFW/YP or any other trademarks names resembling or similar to those used by YP/ AEFW except to the extent or in manner previously approved by the YP/AEFW in writing.
12. ASSOCIATE shall not without the prior written consent of YP represented by a trustee assign any person, firm or company the rights, benefits and obligations of this agreement or any part thereof.
13. As per the present norms of YP, ASSOCIATE will appoint center head, social worker and instructors for every course with consent of YP. YP is free to change this norm from time to time for the benefit of the society and improving the impact of the social cause.
14. The personnel engaged by ASSOCIATE will remain as their employees and YP will have no direct or indirect connection with them. ASSOCIATE shall indemnify YP against any loss or damage caused to the students or any other stakeholders associated to the project.
15. ASSOCIATE shall not enter into any agreement with any institution or individual with respect this agreement to at any time during the continuance of this Agreement.

ARTICLE IV

OBLIGATIONS OF YP

1. YP through ASSOCIATE shall use the Centre at the earmarked space of ASSOCIATE at _____ exclusively to run the YP activities as agreed upon and as enclosed in the Annexure.
2. YP may provide support to ASSOCIATE at its own discretion through rallies, seminars, workshops, lectures conducted by the professionals/consultants

organized and coordinated by YP to spread their vocational training programs and create awareness to students about the various community activities to deprived school dropout youths thus giving them a chance to become a part of the economic mainstream of India.

3. YP will disclose and communicate such general/technical information and know-how as considers necessary for the purpose of enabling ASSOCIATE to provide service(s) and shall provide such other assistance and advice as YP may consider necessary in this behalf from time to time.
4. Nothing contained herein shall be deemed to grant either directly or by implication, estoppels, or otherwise, any license to ASSOCIATE under any patents, copyrights, trademarks or trade secrets of AEWf/YP. ASSOCIATE shall recognize that any patent or trade mark or trade name relating to AEWf/YP is owned by AEWf/YP and agree that any such patent, trade mark or trade name shall remain vested in AEWf/YP both during the term of this Agreement and thereafter and the ASSOCIATE agrees never to challenge the validity or the ownership of the same.

ARTICLE V

KEY TERMS AND CONDITIONS

1. YP will work with the ASSOCIATE against payment of a onetime non-refundable fee and recurring examination and certification fee for the vocational training courses conducted by ASSOCIATE as per the **annexure III** attached herein. Considering the social cause YP is committed to i.e. to offer livelihood training programs for underprivileged school dropout youths, there shall be a mutually agreed upper limit to be pre fixed for the fees to be charged for the courses with the objective of making the program self sustaining for the Associate's.
2. Based on the guidance from YP, the ASSOCIATE shall provide vocational training and other value added services as part of standardized training procedure to every batch of youth from the community. YP shall verify whether the ASSOCIATE has adhered to the procedures/processes prescribed by YP.
3. The sales promotion, business development & Marketing of the program will be carried out by the Associate and the incidental costs incurred therein for the tenure of the agreement shall be borne by the Associate. All Program costs including expenses incurred for need assessment, mobilization, fee collection follow up, training costs, batch implementation, post course evaluation, community program implementations, placement services, monthly reporting , working out means of sustainability, shall be borne by ASSOCIATE; Guidance for seeking government assistance, handholding for getting sponsorship, branding, image building, management knowledge support, vocational course designing, course material distribution, center processes (both the soft and hard processes), and activities pertaining to monitoring & Guidance of the center activities shall be provided by YP.

4. The ASSOCIATE shall give YP minimum 3 months prior notice to any changes made in the location or any hike of course fees made from the original fees decided to execute the training programs in the AVTC. This shall be mutually decided which may be necessitated as per the requirements the local youth, educational & social objectives and the same shall be implemented only on approval of YP.

ARTICLE VI

INTELLECTUAL PROPERTY RIGHTS

ASSOCIATE and YP will retain exclusive rights over their individual intellectual property. It is agreed by and between the parties hereto that neither party shall have any claim, right, title and/or interest of any nature whatsoever in respect of the trademarks, trade names, logos or intellectual property owned and used by them respectively. Accordingly, YP shall be and remain the exclusive owner of its own trademarks, trade names, logos and intellectual property and the ASSOCIATE shall be and remain the exclusive owner of its own trademarks, trade names, logos and intellectual property.

ARTICLE VII

EXIT & TERMINATION

1. This venture has been facilitated for the benefit for the society at large; both the parties will take adequate care and every precaution to ensure continuity of the venture at least for a minimum of three years. In the extreme case, this MOU may be terminated after one year by either party, subject to three months notice in writing to the other party. AEFW will own the right to withdraw its support from the Centre if the agreement is terminated before the MOU lapses.

ARTICLE VIII

NOTICES

All notices shall be in writing and shall be served by mail correspondence, by facsimile transmission, but certainly at least one soft copy and one hard copy, in each case with all charges prepaid. Notices shall be deemed effective when mailed, or sent by facsimile

transmission, all charges prepaid, except for notices of a change of address, which shall be effective only when received by the party notified. Until further notice, the addresses of the parties shall be as set forth herein.

ARTICLE IX

Force Majeure

Neither party shall be held responsible for non-fulfillment of their respective obligations under this MOU due to the exigency of one or more of the force majeure events such as but not limited to eventualities like Floods, Earthquake, Strike, Lockouts, Epidemics, Riots and commotions, etc. provided on the occurrence and cessation or cessation of such events, the party affected thereby shall give notice in writing to the other party within one month of such occurrence or cessation. If the force majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

ARTICLE X

ENTIRE MOU

This MOU constitutes the entire MOU of the parties relating to the subject matter hereof and supersedes, replaces, and terminates all prior agreements and agreements, whether oral or written, relating to the subject matter hereof. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties relating to the subject matter of this MOU that are not fully expressed in this MOU. Neither this MOU nor any of its terms may be altered, amended, modified, canceled or waived other than by written instrument executed by each party hereto. If any provision of this MOU is adjudicated to be unenforceable or invalid for any reason, that part will be severed from the balance of this MOU, and the validity and enforceability of the remainder of this MOU will in no way be affected or impaired. The parties hereto shall execute any further documents necessary to guarantee performance of services hereunder and do all acts necessary to fully effectuate the terms and conditions of this MOU.

IN WITNESS WHERE OF, the parties hereto have executed this MOU on the date and place mentioned here in above.

For THE ASSOCIATE:

For YP:

Signature

Signature

**Name:
(Designation)**

**Name:
(Designation)**

Organization Stamp:

Organization Stamp: