



தமிழ்நாடு தமில்நாடு TAMILNADU

DF 610159



04 FEB 2025

TAGORE COLLEGE OF ARTS & SCIENCE

T. SHANMUGAM

L. No: 9140/33/2012 Dt. 20.09-2010  
No: 662, Anna Salai, Thousand Light,  
CHENNAI-06. CoH: 98408 75193

### MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is entered with effect from 26<sup>th</sup> February 2025 between the authorised representative of Dr. IRUDAYASAMY by designation Managing Trustee authorized representative of Institute of Research and Development for the Rural Poor-Trust having its registered office at No.30, Pillaiyarkoil st, Chinna Melamaiyur, Chenglepattu, Tamilnadu, India registered under Indian Trust Act 1882 (hereinafter referred to as 'NGO' as FIRST PARTY) which expression, unless repugnant to the context or meaning thereof, shall include its successors or legal heirs and assigns, of the ONE PART.

TAGORE COLLEGE OF ARTS AND SCIENCE, CHROMPET between the authorised representative of The Principal, having its registered office at CLC Road, Chrompet, Chennai 600044. Affiliated to University of Madras, (hereinafter referred to as "SECOND PARTY") which expression, unless repugnant to the context or meaning thereof, shall include its successors and assigns, of the OTHER PART.

Reference to a "Party" means, individually, First Party or NGO, as the context requires.

Reference, collectively, to the "Parties," means both FIRST PARTY and SECOND PARTY.

WHEREAS FIRST PARTY is committed to building an empowered India by providing 'skills for employability and social theme based issues like drug alcohol deaddiction campaign, Breast Campaign and other social problems which affects the youth in their progress' and towards this objective proposes to create awareness to both boys and girls studying in the college.

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R. Sankar



*[Handwritten signature]*

**WHEREAS** NGO has represented that it complies with all the statutory norms relating to its business operations; and

**WHEREAS** NGO has expressed its desire to render awareness campaigns and collaborate with any programs that benefit the youth groups in the college, in terms of this Agreement and FIRST PARTY, has agreed to take services of ATC on a non-exclusive basis; and

**WHEREAS** the parties having recognized the benefit of being associated in terms of this agreement agreed that the terms and conditions are reduced into writing.

### **SCOPE OF WORK**

FIRST PARTY is engaging in social work activities that are building the youth for the future of the Nation's welfare., it shall arrange a few campaigns/ programs for the college students of the SECOND PARTY in **Chrompet, Chennai District, Tamilnadu.**

### **TERM OF MOU**

This Agreement shall become effective on **26/02/2025** and shall continue in effect till **31/01/2026** of the project. This Agreement may only be extended by mutual consent of the parties in writing subject to the availability of the program and satisfactory performances by both Parties.

### **GENERAL TERMS AND CONDITIONS**

FIRST PARTY, reserves the right to vary the terms of the Agreement after giving reasonable notices as may be required under the existing rules, laws, or change in organizational policies. The Service fees may also be revised on mutual consent of both Parties

### **RESPONSIBILITIES OF THE SECOND PARTY**

**TAGORE ARTS AND SCIENCE COLLEGE, CHROMPET, THE SECOND PARTY** shall be subject to the provisions of this agreement;

- a) **THE SECOND PARTY** can plan and propose any campaign activities/programs that are beneficial to their students and inform well advance the NGO.
- b) **BOTH PARTIES** can plan the program and execute the program with mutual agreement.
- c) **BOTH PARTIES** can get permission to use their official names, and logos for the programs.
- d) **FIRST PARTY** will share the cost of the program subject to the provision of the funds available in the NGO.
- e) **BOTH PARTIES** will mutually work and get concerned about the budget required for the program.

### **CONFIDENTIAL INFORMATION AND TRADE SECRETS:**

- a) **BOTH PARTIES AND THE PERSONS** engaged by them shall be responsible for maintaining secrecy and confidentiality and shall not divulge/ disclose to anyone the information obtained



by them, directly or indirectly, during the Agreement or take away any documents/ information or any other such material,

etc. without expressed authority of FIRST PARTY. In case of such breach, the Second Party shall be liable for losses in terms of both monetary and/or non-monetary terms.

- b) BOTH PARTIES AND THE PERSONS engaged by them shall ensure that the Confidential Information is properly safeguarded and they will take all necessary measures to protect it against misuse, loss, destruction, alterations, or deletions thereof.

### INDEMNITY

- a) The NGO hereby, represents and warrants SECOND PARTY, and its client(s) that the services provided by them shall not violate any proprietary and intellectual property rights and any third party, including without limitation, confidential relationships, patents, trade secrets, copyright rights and any other proprietary rights. The ATC, hereby, agrees to indemnify and hold SECOND PARTY and its client harmless from any loss, claim, damage, costs, or expense of any kind including reasonable attorneys' fees, to which they may be subjected by virtue of a breach of the foregoing warranty.

### TERMINATION

- a) Either party shall have the right to terminate this Agreement at any time upon thirty (30) days written notice to the other in the event of a breach by the other party of its obligations hereunder. Each party shall inform the other party of any breach of the terms and conditions under and arising out of this Agreement and give clear thirty (30) days written notice to the other party so as to rectify said breach. If the breach is not rectified within thirty (30) days of the receipt of notice to the satisfaction of the other party, the other party shall have the option to terminate this Agreement and/or refer the issue for dispute resolution.

Further FIRST PARTY, reserves the right to terminate the agreement by giving just one day's notice if feedback is not satisfactory.

### NOTICES

All notices required or permitted hereunder shall be given in writing and (a) personally delivered to the other party, (b) sent by certified mail, return receipt requested, (c) sent by receipted delivery service, or (d) sent by facsimile with confirmation from the other party.

### FORCE MAJEURE

- a) None of the parties shall be responsible for any delay or failure to perform their respective obligation under this agreement caused by the occurrence of events beyond control like fire, floods, accidents, exploitation, acts of nature, acts of public enemy, war, insurrections, riots, civil commotion, strike, sabotage, any law, statute, ordinance order, action or regulation of the government.



A handwritten signature in green ink, appearing to be "S. S. S.", written over a white background.

b) Where a cause beyond the control of the party concerned arises, the obligations of the parties hereunder shall be suspended until the cessation of such circumstances whereupon the obligations of the parties shall be resumed.

**ENTIRE AGREEMENT**

This Agreement along with Annexure (s) represents the full and final understanding between the parties hereto and merges and supersedes any and all other promises, understandings or agreements with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by both parties.

**SEVERABILITY**

If any provision of this Agreement is held illegal or unenforceable by any court or other authority of competent jurisdiction, such provision shall be deemed severable from the remaining provisions of this Agreement and shall not affect or impair the validity or enforceability of the remaining provision of this Agreement.

**ARBITRATION**

The parties agree that any dispute or difference in relation to or arising out of this Agreement or the interpretation thereof which cannot be resolved through other means within a thirty (30) days period, shall be resolved by arbitration under the provisions of Indian Arbitration and Re Conciliation Act, 1996 along with all amendments from time to time. The language of the arbitration shall be in English. The JURISDICTION of the Arbitration shall be Chennai. The award given by the arbitrator upon such references shall be final and binding upon the parties, and each party shall bear its own expenses in relation to such arbitration. Unless otherwise awarded by the arbitrator, the arbitration fees shall be shared equally by the parties.

**APPLICABLE LAW**

This Agreement shall be governed by and interpreted in accordance with the laws of India, without regard to the conflicts of law's provisions thereof.

**IN WITNESS WHEREOF**, the authorized representatives of the parties have hereto set their hands upon the date first above written.

For the **Institute of Research and Development for the Rural Poor**

Name: **DR. IRUDAYASAMY**  
**MANAGING TRUSTEE**



For **Tagore College of Arts and Science**

Name: **Dr. (Mrs.) R. SANTHI**  
**THE PRINCIPAL**

**RAJAT THOMAS**, Programme officer, Vishwa Yuva Kendra, 26/2/25

**Suresh Narayanaselvam**  
Former Adviser, IRDRP.