

**MEMORANDUM OF UNDERSTANDING  
(MoU)**



**BETWEEN P. B. Siddhartha College of Arts & Science**

An autonomous college under the jurisdiction of Krishna University,  
MTM., Siddhartha Nagar, Moghalrajapuram,  
Vijayawada -520010, Andhra Pradesh, INDIA



**AND YOUTH FOR SEVA  
75,76, 4th Cross, 2<sup>nd</sup> Main Soudamini  
Layout Konanakunte, Bangalore – 560 062**

**FOR**

**Volunteering Opportunities and Knowledge Creation**

## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (here in after called as the 'MOU') is entered in to on this the (**Date: 06<sup>th</sup> October 2021**), by and between

**P.B. Siddhartha College of Arts & Science**, Siddhartha Nagar, Moghalrajpuram, Vijayawada 520010 Krishna District, Andhra Pradesh, India, the **First Party** represented here in by its **Mr. M. Ramesh, Principal** (here in after referred as '**PBSCAS**', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office, administrators and assigns).

AND

**YOUTH FOR SEVA, 75,76, 4th Cross, 2<sup>nd</sup> Main Soudamini Layout , Konanakunte, Bangalore- 560 062**, the **Second Party**, and represented herein by its **Executive Director, Sri. SRISHA KESHAVA**, (here in after referred to as "**Second Party**", NGO which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(PBSCAS and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') as

### WHEREAS:

- A) PBSCAS is a Higher Educational Institution named: **P.B. Siddhartha College of Arts & Science**
- B) PBSCAS & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Community Services.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) – **YOUTH FOR SEVA** –, the Second Party is engaged in Skill Development and Community oriented services - and related fields.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTHIN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:**

### CLAUSE 1 CO-OPERATION

Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of

potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.

PBSCAS and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty and students of PBSCAS providing significant inputs to them in organizing the community services, the Second Party.

The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

## **CLAUSE 2 SCOPE OF THE MoU**

- a) Youth For Seva will provide volunteering opportunities to the students at Rashtram on mutually identified and agreed on domains/ projects, facilitate exposure visits of students and help to organize students' routine practicum work as and when necessary.
- b) Youth For Seva will provide mentoring support to the students from Rashtram.
- c) Both Parties will contribute to knowledge management activities like research, documentation and creation/curation, and sharing including conducting meetings and conferences, as and when opportunities arise. Both Parties will determine the clauses of partnership/ collaboration on these specific activities through the signing of further MoUs.
- d) Both Parties will collaborate on identified research projects with clearly stated responsibilities and outcomes. Both Parties will have mutual rights to the findings of these joint research projects for dissemination, such as reports and publications.

Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering these services on the terms specified herein

There is no financial commitment on the part of the **PBSCAS**, to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately. Similarly, there are no financial or monetary commitments on the part of the **YOUTH FOR SEVA- NGO** the Second Party to take up any programme mentioned in the MoU. **If there is any financial consideration, it will be dealt separately.**

### **CLAUSE 3 INTELLECTUAL PROPERTY**

3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property of the other Party.

### **CLAUSE 4 VALIDITY**

This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period –**YOUTH FOR SEVA- NGO**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of –**YOUTH FOR SEVA- NGO**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU

Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

### **CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES**

5.1 It is expressly agreed that **P.B. Siddhartha College of Arts & Science** and - **YOUTH FOR SEVA- NGO** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Bangalore**.