

Memorandum of Understanding

for collaboration between

Dr Ambedkar College of Commerce and Economics

And

United Way Mumbai

For Environment Education Program 2022-23

About Dr Ambedkar College of Commerce and Economics:

Dr Ambedkar College of Commerce and Economics was established in June 1972 under the umbrella of the People's Education Society founded by Bharat-Ratna Dr B.R. Ambedkar (An Architect of the Indian Constitution). The college offers HSC in Commerce in Junior College along with MCVC courses and B. Com in Degree College. We also conduct Professional Courses Line B.Com.(Banking and Insurance), B.Sc.(IT) (Bachelor of Science in Information Technology) and Post-Graduate Courses Namely M.Com.(A/C and Banking & Finance) and also PhD. The college has more than 7000 students in junior, degree and self-finance courses.

About United Way Mumbai:

United Way of Mumbai, non-government organization which is a Trust / Society registered under the Maharashtra Public Trusts Act, 1950 and the Society Registration Act, 1860 and having its registered office at 6th Floor, 'C' Wing, Mumbai Education Trust, Gen. AK Vaidya Marg, Bandra Reclamation, Bandra (West), Mumbai 400050 (hereinafter referred to as the "United Way Mumbai").

United Way Mumbai is working on a wide range of issues including health, education, income, environment, public safety and social inclusion. Over the past 20 years, United Way Mumbai has closely engaged over 500+ NGOs and over 300+ corporates in implementing high impact community initiatives across India. As part of its Community Impact Initiative, United Way Mumbai endeavors to address environmental issues in Mumbai.

(Each party named above shall hereinafter be referred to individually as a "Party", and collectively as "Parties")

Background:

Recognizing the need to extend environmental education to youth is vital, as they are on the threshold of becoming active participants in society as citizens, decision-makers, and leaders. Hence, United Way Mumbai has launched a special project on Environment Education to create awareness and involve youth in formal and non-formal environmental improvement action under its flagship initiative, Clean Shores Mumbai.

NOW THIS AGREEMENT WITNESS AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER: -

A. Agreement Duration:

This Agreement shall be effective from 28th July 2022 and shall continue up to and including 31st March 2023” (“Effective Date”).

B. Scope of Agreement:

Dr Ambedkar College of Commerce and Economics as an institutional partner to participate in United Way Mumbai’s Environmental Education Project.

C. Finance/Fees:

There shall be ‘**No Financial Transactions**’ between the parties.

D. Terms and Conditions:

- a) Dr Ambedkar College of Commerce and Economics would select minimum of 20 students to register and take part in this year-long Environmental Education project.
- b) Dr Ambedkar College of Commerce and Economics would allocate minimum of 2 hours per month till the project period.
- c) Dr Ambedkar College of Commerce and Economics would allow minimum of 20 registered students to be engaged in each activity unless specified otherwise by United Way Mumbai
- d) Dr Ambedkar College of Commerce and Economics would allocate a minimum of one teacher to be actively engaged during all the activities and should also document the activity carried out during the month.
- e) Maximum engagement expected from the Eco club of Dr Ambedkar College Of Commerce And Economics will be 18 activities (27.5 hours), the minimum requirement for the club will be engagement of 12 activities (16.5 hours).
- f) United Way Mumbai shall conduct all the webinars, workshops, expert lectures and other activities mentioned in the annexure 1.
- g) United Way Mumbai would provide certificate of participation to all the students who participate in the activities under this project.
- h) United Way Mumbai shall do the arrangements of refreshment and conveyance to students as and when applicable.
- i) Both parties operate within the laws of its home country and confirms that it does not support, directly or indirectly, any terrorist activities or violence of any kind.
- j) Any modification to any clauses of this Agreement shall be made as an amendment to the Agreement unless otherwise noted herein. All amendments to this Agreement shall require the approval and authorization of Dr Ambedkar College of Commerce and Economics and United Way Mumbai.
- k) Nothing contained in this Agreement shall be construed or have effect as constituting a relationship of employer and employee or principal and agent between Dr Ambedkar College Of Commerce And Economics and United Way Mumbai.

E. Intellectual Property:

United Way Mumbai upholds a royalty-free, nonexclusive and irrevocable right to reproduce, publish, translate or otherwise use any publications or materials such as photographs, video (promos, documentaries), quotes, and sound bites, both in a digital and physical format developed during the project implementation. Each party shall comply with the Indian Data Protection Legislation and any amendments thereto when receiving or performing any activities under this agreement.

F. Indemnity:

United Way Mumbai will not be responsible for any damage, loss or harm that is caused to any person/property in the course of implementation of the Project carried on by the party. Neither Party shall, in any event, regardless of the form of claim, be liable for any direct or indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to any loss of data, business interruption, and loss of income or profits, irrespective of whether it had advance notice of the possibility of any such damages.

G. Conflict of Interest:

Neither Parties nor its personnel during this Agreement shall engage in any personal business or professional activities, during the course of this Agreement, which will conflict with or could potentially conflict with the objective of the Project. For the removal of doubt, it is clarified that United Way Mumbai will continue executing these projects with other institutions.

H. Prevention of Corruption:

Neither Parties nor its shareholders, affiliates, officers, directors, employees, agents or representatives, if any, has taken or will take any action in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of anything of value, either directly or indirectly, to any person while knowing that all or some portion of the money or value will be offered, given or promised to anyone to improperly influence official action, to obtain or retain business or otherwise to secure any improper advantage.

I. Termination:

In case of any termination of this Agreement, either Party shall give a notice in writing asking to rectify any alleged breaches/fulfill its obligations within a period of 30 days from the date of the receipt of notice by registered national courier or national express mail. If any party fails to rectify the breaches/ fulfill its obligations/ come to a mutual understanding, either Party may terminate the contract by giving one month's notice.

J. Dispute Resolution:

This agreement and the relationship between United Way Mumbai and Dr Ambedkar College of Commerce and Economics shall be governed by local state and country laws. In case of any dispute or difference arising in respect to this agreement, the same will be settled by a sole arbitrator appointed by both the parties under the provision of the Indian Arbitration and Conciliation Act, 1996, or any amendment, modification or supplemental thereto. The venue of the arbitration proceedings shall be at Mumbai in the State of Maharashtra, India and shall be in English Language.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS HEREUNTO ON THE DAY AND THE YEAR FIRST ABOVE WRITTEN

FOR AND ON BEHALF OF

United Way of Mumbai

Dr Ambedkar College of Commerce and Economics



(Authorised Signatory)

(Authorised Signatory)

Name: Mr. Ajay Govale
Designation: Vice President

Name: Dr. Jeyashree Iyer
Designation: Principal