



MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (hereinafter referred to as the "MoU") is made and entered into on this day of 15th September, 2023

BY AND BETWEEN

PRAKRUTHI, a public charitable trust registered and established under the Indian Trusts Act, 1882 and headquartered at Prakruthi Elements, 25/1, 1st cross, Captain Munshi layout, Lingarajapuram, Hennur Main Road, Bangalore 560084 (hereinafter referred to as the "Trust", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) and represented by its State Lead (Kolkata), Mr Saradindu Bandyopadhyay of the FIRST PART (hereinafter referred to as Prakruthi/Partner")

AND

VIVEKANANDA COLLEGE, affiliated to Calcutta University and having its campus 269, Diamond Harbour Road, Thakurpukur Kolkata-700063 (hereinafter referred to as "Vivekananda College" which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) and represented by its Teacher-In-Charge Prof. Nabakishore Chanda of the SECOND PART

(As the context may require, Prakruthi and Vivekananda College are hereinafter referred to collectively as "Parties" and individually as "Party")

WHEREAS

A. Prakruthi is, inter alia, engaged in implementation of various educational, cultural and economic programs for the under-privileged sections which include women, youth, the urban and rural poor, leading to equal opportunities for their social, economic and cultural development.

B. Vivekananda College is one of the oldest Colleges in West Bengal State and serving in the field of education since 1956. It is a government-aided college having undergraduate and postgraduate courses.

✉ info@teamprakruthi.org

🌐 www.teamprakruthi.org

📍 Prakruthi Elements, 25/1, 1st cross, Captain Munshi layout, Lingarajapuram,
Hennur main road Bangalore 560084

- C. The Parties recognise the importance of involving young people for girls safety and empowerment related initiatives and are desirous to enter into a joint project as outlined in this MoU and
- D. The Parties wish to record their understandings in relation to the proposed project and their various responsibilities for the proposed project

NOW, THEREFORE, in consideration of the terms set forth herein, the Trust and Vivekananda College hereby agree as follows:

1. PURPOSE OF PROJECT

This MOU sets out the basic terms upon which the Parties intend to establish a collaboration and will be utilizing their respective skills, knowledge and assets for mutual benefit in a joint project in respect of Young India Unchained Initiative. YIU is a program that aims to collectivise youth through building of clubs in colleges and sensitization programs in schools across Kolkata city, focusing on prevention of crimes against youth, specifically those relating to women and children, increasing reporting of crimes as well as creating a platform for interaction between youth and the criminal justice system wherein

- a. Prakruthi shall be the Knowledge partner;
- b. Vivekananda College shall be the implementation partner

The objectives of the project are:

- a. To mentor young changemakers to display a determination to end violence against women and children by being vigilant and knowing the right process of reporting a crime;
- b. To assist the collectives in creation of a platform for interaction of youth with the police and administration on safety issues and increasing youth participation in policy-making processes leading to crime reduction;
- c. To raise awareness on girl safety, preventive health, family planning and other core protection related issues through campaigns and community vigilance programs.

For the aforesaid purposes and subsequent execution, the Parties shall draw up a detailed plan to enable the initiation of the project and its successful implementation including identification of roles and responsibilities, project timelines, financial requirements etc.

2. MUTUAL UNDERSTANDINGS

It is mutually agreed upon and understood by and among the Parties that:

- a. The Parties agree to work together and co-operate in good faith and to fully participate to develop the project;
- b. Each Party represents and warrants that execution of this MOU does not conflict or violates any of its prior obligations to any third Parties. Further, this MOU has been entered into on a Non-exclusive basis, and they have unrestricted right to enter any

other agreement/MOU with any Third Party, however, subject to the condition that those Agreement should not have any direct/indirect conflict with this MOU.

3. WORK ALLOCATION WITHIN THE PARTIES

a. Work Tasks to be provided by PRAKRUTHI:

- Prakruthi shall facilitate the election process of the members from the college to function the YIU club.
- Prakruthi shall conduct two monthly meetings with the core committee members (15 days periodically), quarterly two campus level activities and one workshop/expert session (The date of campus level activities and workshop will be decided after the consultation with the respective POC by following the academic calendar of the students).
- Prakruthi shall assist Vivekananda College in organising events and activities related to youth safety and security.
- Prakruthi shall provide regular updates and reports on the progress of the Young India Unchained clubs to Vivekananda College.

b. Work Tasks to be provided by VIVEKANANDA COLLEGE:

- Vivekananda College as the implementing and knowledge partner shall establish Young India Unchained clubs on its campus.
- They shall appoint a faculty member as the coordinator for the Young India Unchained clubs.
- They shall encourage students to participate in the activities and events organised by the Young India Unchained clubs.
- They shall provide the necessary infrastructure and resources for the functioning of the Young India Unchained clubs.
- Vivekananda College YIU Core team members shall submit periodic reports on the activities of the Young India unchained clubs to Prakruthi.
- They shall provide access to NCC/NSS groups and POC's for Young India Unchained clubs functioning.

4. RESOURCES

Both parties agree that they will not have any financial interest in this partnership. The partnership is not intended for commercial purposes or any form of fundraising. Both parties will not charge any fees from their students for participation in the activities of the Young India Unchained clubs.

5. PROJECT EXECUTION

The roles and responsibilities of both the parties along with the process of conduct for ensuring smooth execution of the project is detailed in **ANNEXURE 1**, which shall be changed based on mutual consent and discussion within the parties.

6. CONFIDENTIALITY

- a. The Parties shall not disclose, at any time to any person who is not employed, part of or associated with the party; or use for any purpose that is not within the scope of the MOU, any Confidential Information, except in accordance with written permission of the other party. Disclosures to the Persons employed or engaged by the parties or to those who are a part of or associated with the Party shall be made on a 'need to know basis' only.
- b. Notwithstanding the aforesaid provisions of this clause, the Party may disclose Confidential Information where compelled to do so, by any government, judicial or quasi - judicial authority; provided however, that the Party shall in such a case give the other party a reasonable notice of any prospective disclosure and shall use all reasonable efforts to assist the other party in obtaining an exemption or protective order preventing such disclosure.
- c. It is the express intention of the Parties hereto that the obligations of this clause shall survive the termination or expiration of this MOU and the adherence to such covenants by the parties are an essential element of this MOU and that any breach by one of the parties of this MOU may result in irreparable injury to the aggrieved party. The parties acknowledge that in the event of such a breach, in addition to all other remedies available at law, the aggrieved party shall be entitled to equitable relief, including injunctive relief.
- d. For the purposes of this MOU, "Confidential Information" includes but is not limited to information which is or fairly can be considered to be of a confidential nature, which is obtained whether (without limitation) in graphic, written, electronic or machine readable form on any media; and whether or not the information is expressly stated to be confidential or marked as such, in writing (provided that the confidentiality of such information is reasonably apparent), oral information disclosed by one party to the other, pursuant to this MoU, provided that such information is designated as confidential at the time of disclosure and reduce to a written summary by the disclosing party, within 30 days after its oral disclosure, which is marked in a manner to indicate its confidential nature and delivered to the receiving party, and also includes all Intellectual Property (as defined below) and the following items (without limitation):
 - i. information of value or significance to the parties, affiliates, vendors, stakeholders such as:
 1. Demographic data, in particular, key contact names, addresses, geographies, partners and team members;
 2. projects data, particularly data relating to reports, documents and compiled content created exclusively by the Party;
 3. software data, particularly information relating to the software and the modules thereof as well as any devices designed to prevent unauthorized copying;
 4. financial data, in particular, concerning budgets, donations, financial statements of the party, divisions, affiliates, and donors; and

5. any and all other information or materials or documents of a sensitive nature relating to the operations, Projects, plans, strategies, objectives, development, marketing and research activities.
- ii. original information supplied by the Party;
- iii. information not intended by the party for general dissemination, including but not limited to, policies, strategies, the identity of various stakeholders, needs of its projects, information about the parties itself and its executives, officers, Trustees, employees and consultants

7. INTELLECTUAL PROPERTY RIGHTS

a. Prior Intellectual Property Rights

Each Party is and shall remain the owner of the Intellectual property rights (hereinafter referred to as "**Prior Intellectual Property Rights**") which it acquired prior to or outside of this collaboration.

b. Joint Intellectual Property Rights

Inventions and works which are made jointly by the efforts of two or more Parties, shall be the joint property of such Parties (hereinafter referred to as "**Joint Intellectual Property Rights**"). The Parties can use such inventions and works without limitations and will jointly apply for intellectual property rights for such inventions and works.

If and to the extent that the Parties become aware of violations of Intellectual Property Rights that were brought into the collaboration, they shall notify each other thereof. The respective owner of such an intellectual property right is under no obligation to defend the intellectual property rights against attacks from third parties.

c. For the purposes of this MOU, "**Intellectual Property**" includes:

- i. all patents, trademarks, operating processes, domain names, works of authorship, designs, utility models, copyrights whether registered or unregistered, which are owned by the Party or acquired or developed by the Party, including, but not limited to moral rights and any similar rights in any country, whether negotiable or not and also includes any applications for any of the foregoing and the right to apply for them in any part of the world; and
- ii. all processes, inventions, ideas, programs, codes, software, algorithms, discoveries, correspondence, trade secrets, databases, know-how, creations or improvements upon, additions or any research effort relating to any of the above, whether registrable or not.

8. LIABILITY AND WARRANTY

- a. The Parties shall assume no liability for the accuracy, usability and completeness of the knowledge, work results and documents made available within the scope of this MOU, or for non-violation of intellectual property rights of third parties by the use of such knowledge, work results and documents.

- b. Both Parties shall mutually waive any warranty claims arising from the execution of the project that were developed during the collaboration.
- c. The Parties are liable to one another solely for damages, which they or their vicarious agents have caused the other Party through gross negligence or with intent.
- d. The Parties shall be liable to one another only for any direct personal injury or material damage; liability for indirect damages and/or consequential damages, in particular for loss of profits, loss of interest or production downtime is expressly excluded.
- e. No Party shall or shall cause their Affiliates intentionally, directly or indirectly, hire or solicit employment of any current client, customer, officer, employee or director of the other Party or its Affiliates.

9. JURISDICTION AND DISPUTE RESOLUTION

The Parties will attempt in good faith to resolve any dispute arising out of or in relation to this MOU through negotiations between the appointed person of each Party with authority to settle the relevant dispute.

10. NOTICE

All notices or communications required in this MOU shall be given in writing in English language and must be delivered to the address(es) as the other Party may direct in writing: (a) in person, (b) by facsimile, (c) by registered mail, or (d) by a commercial courier that provides a signature of receipt, in the manner as elected by the Party giving such notice. Any such communication shall be effective only upon delivery, which for any communication given by facsimile shall mean the transmission date as confirmed by the facsimile transmission report. A signed receipt for the communication shall constitute proof of delivery, but if the sender can prove that delivery was made as provided for above, then it will constitute delivery despite the absence of a signed receipt. If a communication is rejected or undeliverable through no fault of the sender, notice will be deemed served one business day after the date of attempted service.

11. TERM AND TERMINATION

- a. The understandings outlined in this MOU shall deemed to have been commenced from the date of signing this agreement ('Effective Date') and shall be valid until December 2025, unless terminated earlier or extended beyond such period in accordance with the MOU. The Parties agree and understand that the relationship is at will and based on mutual consent of both the parties. Accordingly, either party may terminate the MOU in accordance with this clause with a prior written notice of one month served on the other Party.
- b. The term of this MOU can be extended beyond the initial period on such terms and conditions which shall be executed in writing and as may be mutually decided amongst the Parties upon the expiry of such period post assessment of the outcome of the Project.

- c. The MOU may be terminated immediately by either party, in the event of any act of misappropriation of the funds, or an instance of misconduct (including, without limitation, wilful default, collusion, sexual harassment, disruptive or abusive behaviour, theft or fraud, malicious damage, assault on another person, serious incapability through alcohol or use of narcotic substances, actions which endanger safety of the employees/consultants of the Party, falsification or unauthorized removal of records or property, or a serious act of Insubordination) by the other party. The foregoing does not prejudice the right of the aggrieved party to claim damages for any losses suffered as a result of such conduct, and the aggrieved party shall be entitled to exercise such rights and be entitled to such remedies under the provisions of law or at equity including enforcing any injunctive relief against such act of the Consultant.
- d. The parties may terminate the MOU without assigning any reason, upon issuing 90 days written notice to the other party. However, during this period the party shall be responsible for execution of the project
- e. Post termination of the project, upon request of the disclosing Party the receiving Party shall promptly return all confidential information, including any copies, notes, drawings and the like to the disclosing Party. Notwithstanding the foregoing, the receiving Party shall be entitled to retain such copies which were made during the course of routine IT backups provided such copies will be kept confidential according to this MOU.

12. MISCELLANEOUS

- a. Without the express written consent of the parties or unless the parties are acting pursuant to the authority as an officer, the Parties shall have no apparent or implied authority to:
 - (i) extend the credit on behalf of the other party;
 - (ii) bind the other party under any contract, agreement, note, mortgage or other obligation;
 - (iii) sell, mortgage, transfer or otherwise dispose of any assets of the other party.

Further, the Parties are independent parties and shall not be construed legally to create a joint venture or a partnership or employer-employee relationship between the parties.

- b. Assignment: Neither party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.
- c. The Parties hereto shall dutifully perform all terms of this MOU in letter and spirit and shall otherwise act with due diligence and in good faith.
- d. This MOU represents the entire understanding between the Parties as to the subject matter herein and supersedes in full all prior or contemporaneous agreements, arrangements or understandings whether written or oral.
- e. Should any part of this MOU be declared or held invalid for any reason, that invalidity shall not affect the validity of the remainder which shall continue in force and effect and be construed as if this MOU had been executed without the invalid portion and it is hereby declared the intention of the parties hereto that this MOU would have been executed without reference to any portion which may, for any reason, be hereafter declared or held invalid.

- f. Any modifications or amendments to this MOU shall only take effect if they are in writing and signed by both Parties. They must be expressly designated as amendment. This also applies to any changes to this written form requirement.
- g. If the content of individual provisions of this MOU extends beyond the contractual term, such provisions shall remain in force beyond the end of the contractual term. This shall particularly apply to the provisions set forth in Clause 6 (Confidentiality), 7 (Intellectual Property Rights), and Clause 8 (Liability and Warranty).
- h. Should a provision of this MOU be or become ineffective or invalid, this will not affect the validity of the remaining provisions. The Parties shall undertake to replace any ineffective or invalid provision by such enforceable provision that as closely as possible reflects the economic purpose that the Parties had pursued with the ineffective/invalid provision.
13. This MOU may be executed in several counterparts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument. Delivery of an executed copy of this MOU by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of the MOU as of the date of successful transmission to the other Party.

IN WITNESS WHEREOF, the parties hereto have executed this MoU on the day and year first above written.

For **PRAKRUTHI TRUST:**

Mr. Saradindu Bandyopadhyay
State Lead, West Bengal

Saradindu Bandyopadhyay

For **Vivekananda College:**

Nabakishore Chanda
15/09/23

Prof. Nabakishore Chanda
Teacher-In-Charge



Teacher-in-Charge
VIVEKANANDA COLLEGE
Thakurpukur, Kol-63

ANNEXURE-1

Young India Unchained Initiative:

Young India Unchained (YIU) is a collective of Youths to become informed citizens and create awareness of women and child safety issues plaguing the youth. It is aimed at nurturing today's youth as tomorrow's responsible and vigilant citizens who will work to make the city safer for every girl.

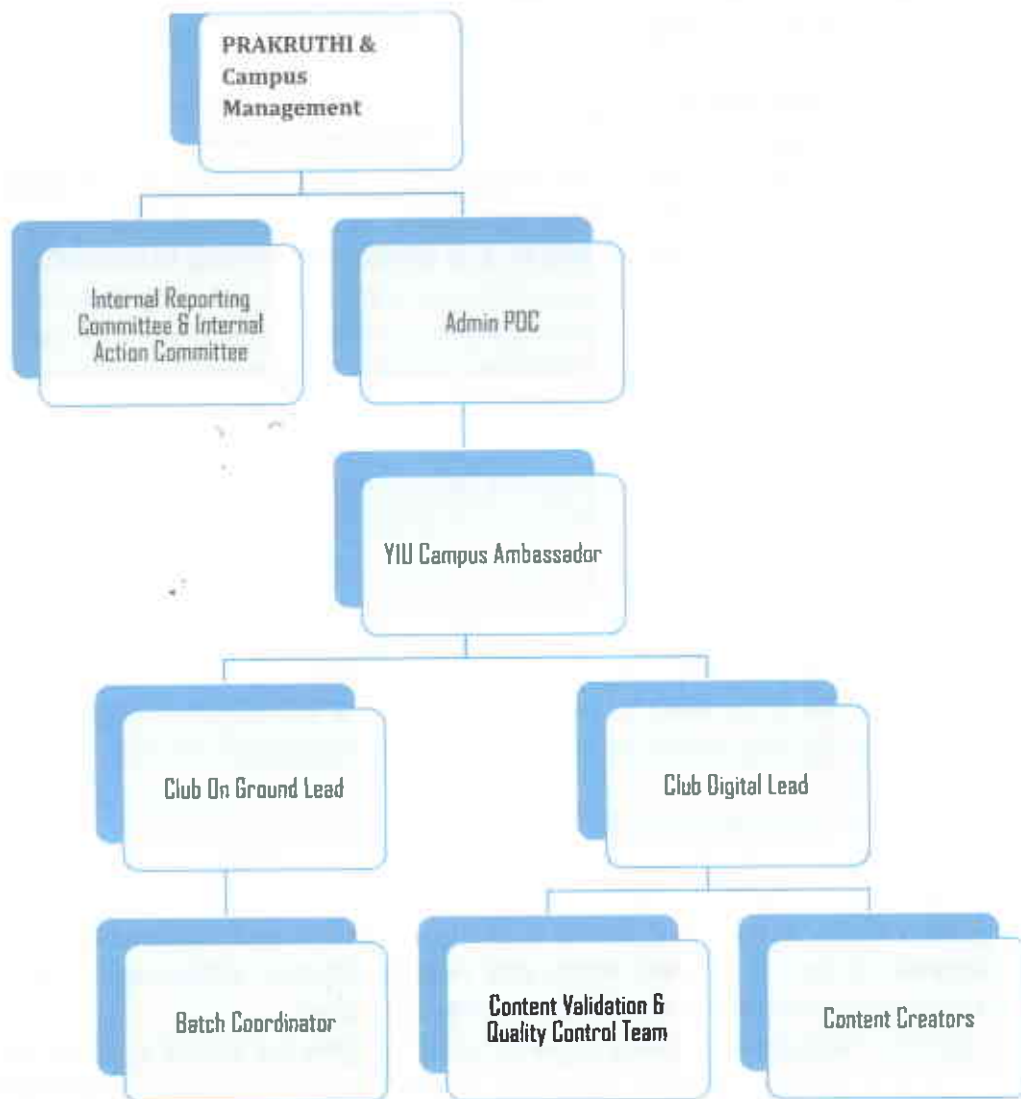
With the help of experts in law & policy and decision-makers, we will mentor these young changemakers to display a determination to end violence against women and children by being vigilant and knowing the right process of reporting a crime. We will further help build a peer-support network of these change-makers across the city, to be able to support each other in this process of bringing change. It will help victims and survivors hold perpetrators responsible and accountable for their crimes.

The collective will also create a platform for the interaction of youth with the police and administration on safety issues and increase youth participation in policy-making processes leading to crime reduction.

Young India Unchained is aimed at becoming a global partner for any form of violence against women including trafficking and sexual harassment in public places while concentrating on girls safety, preventive health, family planning and other core protection related issues. We will be responsible to make the city, the state, the country and the world accountable to every girl and safe for every girl.

It is the shared responsibility of both parties to ensure that, by the end of this period, the YIU club becomes an integral part of the college culture and operates seamlessly without requiring ongoing support from Prakruthi.

Primary Structure



Roles and responsibilities

- i. Admin PoC
 1. Admin PoC is the Chairperson of the YIU Club.
 2. Admin PoC will guide the YIU Club members for effective functioning of the Club as well as for achieving safety goals.
 3. Point of contact between YIU Club and the management.
 4. Admin PoC to support YIU Club in its smooth functioning.
 5. Admin PoC to help provide any internal permissions that may be needed for YIU members participation in different activities.
 6. Admin PoC to approve activities planned by the YIU Club members on a monthly basis.

ii. YIU Campus Ambassador

1. He/She will be the head of the core committee.
2. He/She will be the main person responsible for the overall functioning of the club.
3. He/She will be responsible for finalising strategy and activity planning to be undertaken by the club.
4. He/She will work with the other core committee members to ensure execution of all planned activities.
5. He/She will be responsible for ensuring all core committee positions are fulfilled.
6. He/She will be responsible for club expansion.
7. He/She will be responsible for smooth and effective functioning of the club.

iii. Club On Ground Lead

1. He/She will be responsible for leading on ground activity execution.
2. He/She will be responsible for ensuring sufficient on ground volunteers are part of the club.
3. He/She will be responsible for resource planning for all on ground activities.
4. He/She will be responsible for planning and executing on ground activities each month.

iv. Club Digital Lead

1. He/She will be responsible for leading digital activity execution.
2. He/She will be responsible for ensuring sufficient digital volunteers are part of the club.
3. He/She will be responsible for resource planning for all digital activities.
4. He/She will be responsible for planning and executing digital activities and campaigns each month.
5. He/She will be the admin of all digital handles.
6. 2 sub teams to be created with further identifying suitable volunteers as "Content Creators" & "Content Validation & Quality Control".
7. Responsibility of these sub teams is to take ownership and responsibility of ensuring organic content is created within and outside campus. Encourage other campus students to participate and engage in content creation.
8. "Content Validation & Quality Control" team ensures the output is up to the quality standards and the content is in line with defined objectives. Ensuring the content is not explicit / harmful / aggressive in nature which hurts any person's / beliefs / religions / community / genders sentiments.

v. Batch Coordinators

1. They will be responsible for coordinating with volunteers from their batch.
2. They will be responsible for ensuring that there is sufficient representation from their batch.
3. They will be responsible for communicating with their batch on YIU, YIU activities etc.
4. They will be responsible for convening members of their batch for the purpose of YIU as and when required.

Process of conducting activities

1. Online and On Ground Activity to be pre-decided every month by mutual consent.
2. Concept note of the activity to be prepared by the party initiating the activity and shared with IAC. Concept notes should contain plans, timelines, and outcomes.
3. Each activity should be documented by the leads and core team members.

4. Each activity should be photo and video documented and shared on the WhatsApp group by digital lead/volunteers.
5. All activity should be updated on the social media of the college.
6. At the completion of the activity, an outcome report should be created by the YIU members and shared via WhatsApp.

Convenings and Communication

1. There will be a YIU Campus WhatsApp group.
2. Any other sub-WhatsApp group can be created by the core committee for ease of communication.
3. Weekly meetings to be conducted by the core committee members to take updates on the activities for the month as well as do different activities together.
4. All meetings should have a note taker and MoM should be filled and documented.

Sustainability

1. Building of Youth based organisations led by youths and young adults in collaboration with Vivekananda College.
2. Consistent capacity building of the youth to help increase their knowledge and participation in law enforcement.
3. All the active volunteers of the safety club will receive the certificate and appreciation.
4. The Youth will get the opportunity to learn about different social issues from the experts and decision makers.
5. The Youth have also gathered the knowledge of content creation and how to interact on social media platforms.