

## MEMORANDUM OF UNDERSTANDING

This memorandum of understanding (MOU) is executed at Tumkur on 01/01/2024

Between

President and PDO (Panchayat Development Officer) of Holakallu Gram Panchayath that comes under Gulur Hobli, Tumakuru Taluk and District.

NSS Units of Sree Siddaganga College of Arts, Science and Commerce for Women incorporated under Sree Siddaganga Education Society® that has its registered office at Sree Shivakumar Road, Highway No. 33, Near Town Hall, Gandhi Nagar, Tumakuru – 572102. (Hereafter referred to as “Partner Institute”)

President and PDO of Holakallu Gram Panchayath and partner institute shall individually be referred to as “Party” and collectively as “Parties”.

Holakallu is a village that comes in the limits of Holakallu Gram Panchayath, Gulur Hobli, Tumakuru Taluk and Tumakuru District.

Partner Institute is a well known institute in Karnataka, India. That offers different programmes to students.

**Therefore it is hereby agreed and declared by and between the parties as follows:**

### 1. Principal understanding

Pursuant to mutual discussion and understanding

- 1.1 Partner Institute is willing to adopt Holakallu. President and the PDO of Holakallu Gram Panchayath grant permission to adopt and develop the village.
- 1.2 Sree Siddaganga College of Arts, Science and Commerce for Women have agreed to extend its Support in the community development activity of Holakallu Gram Panchayath.
- 1.3 The Students of the Institution shall have an access to participate in the Development activities.
- 1.4 Holakallu Gram Panchayath supports the Institution and its students to develop Community skills.

- 1.5 The partner Institute shall not misuse the village or villagers for other purposes.
- 1.6 The partner Institute's development activities will abide by the consent of the Villages.
- 1.7 The Institution will plant trees where ever required.
- 1.8 The Institution will give importance to cleanliness and hygienic factors.
- 1.9 The Institution will look into the education of students by providing those books, pens, pencils and uniform.
- 1.10 The Institution intends to cause awareness among the villagers about health, importance of education, social responsibilities, and hygienic factors.

## **2. TERM**

Unless terminated earlier, the term of this MOU shall be valid for a period of three year commencing from 01/01/2024 until further it is agreed between the parties that notwithstanding anything contained under this MOU. The parties shall not be entitled to terminate this MOU during the period from the commencement of it. However, prior to the expiry of the term, the parties may mutually agree to renew this MOU.

## **3. REPRESENTATION AND WARRANTIES**

Each party to this MOU makes the following representation and warranties.

1. The person signing this MOU has the legal power and authority by virtue of statute/resolution, to sign this MOU for and on behalf of the parties and to perform and comply with its duties and obligations.
2. This MOU constitutes legal, valid and binding obligation enforceable against it in accordance with the terms hereof and represents that there is no contract, agreement or understanding with any person, partnership or any other entity/authority restricting or preventing it from performing its obligations/deliverables under this MOU.

#### **4. INDEMNITY**

Each party shall indemnify, save and hold fully harmless the other party from against any/all claims, losses, liabilities, actions, claims, suits, proceeding, (including any proceeding brought before any court, regulatory body, arbitration panel or other tribunal) damages, judgments arising out of or in any way connected with any branch of any representation, warranty and/or any terms under this MOU.

#### **5. CONFIDENTIALITY**

It is agreed that both the parties shall maintain confidentiality and mutual trust.

#### **6. FORCE MAJEURE**

Neither party shall be liable for delay in performance of its responsibilities/obligations hereunder which may be caused by an act which is beyond the reasonable control of either party. Should the Force Majeure Event subsist for a duration longer than 60 (sixty) days, the parties shall mutually agree the way forward including the right to terminate this MOU by serving a 90 (ninety) days prior written notices.

#### **7. GOVERNING LAW**

This MOU shall be governed by the applicable laws of India.

#### **8. NOTICES**

All notices or other communication to be provided under this MOU shall be in writing and may be communicated either through registered or e-mail.

#### **9. ENTIRE AGREEMENT**

This MOU constitutes the entire agreement between the parties with respect to the subject matter of the MOU and supersedes all communications, negotiations and agreements between the parties made prior to this MOU.

## 10. RELATIONSHIP

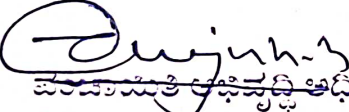
The parties are independent bodies, nothing in the MOU makes any parties the employee, partner agent, legal representative not does it grant either party and authority to assume or to create any obligation on behalf of or in the name of the other.

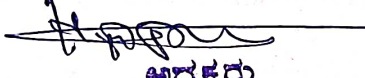
## 11. AMENDMENT


No amendment or other variation of this MOU shall be effective unless it is in writing is dated and expressly refers to this MOU and is duly signed by the authorized representative of each party.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THESE PRESENTS ON THE DAY MONTH AND YEAR ABOVE MENTIONED.

Signed and delivered for and on behalf of:

  
ಪಂಚಾಯತಿ ಅಭಿವೃದ್ಧಿ ಅಧಿಕಾರಿ  
ಯೋಜನೆ ಗ್ರಾಮ ಪಂಚಾಯತಿ,  
ತುಮಕೂರು ತಾಲ್ಲೂಕು.

  
ಅಧ್ಯಕ್ಷರು  
ಯೋಜನೆ ಗ್ರಾಮ ಪಂಚಾಯತಿ  
ತುಮಕೂರು ತಾಲ್ಲೂಕು

  
PRINCIPAL  
Sree Siddaganga College of Arts  
Science and Commerce for Women  
B.H. Road, TUMKUR. 21/12/24