



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered on 21st day of September, 2017 at the SRK Empire, Surat,

BETWEEN

SHREE RAMKRISHNA KNOWLEDGE FOUNDATION, has been incorporated under Rule 8 of Government of India's Companies Act, 2013. and having its Registered Office at 'SRK Empire', Vasta Devdi Road, Katargam, Surat, 395 001, (hereinafter referred to as **SRKKF** which expression shall unless repugnant to the context mean and include its successors and permitted assigns) on the one Part as **First Party**,

AND

Veer Narmad South Gujarat University, was originally established under the South Gujarat University Act, 1965 passed by the Gujarat State Legislative Assembly and having its Registered Office at VNSGU Campus, Udhna-Magdalla Road, Surat 395 007 (hereinafter referred to as **VNSGU** which expression shall unless repugnant to the context mean and include its successors and permitted assigns on the other part) as **Second Party**

Whereas:

- A. SRKKF has consented to provide its Scholarships to the meritorious students pursuing Ph.D. and/or Research Work at VNSGU.
- B. VNSGU has agreed to associate with SRKKF and will support SRKKF in identifying Scholars who are pursuing Ph.D. and/or Research Work at VNSGU and its affiliated colleges into writing their mutually agreed terms and conditions of this agreement, as contained herein.



RESEARCH SCHOLARSHIP PROGRAM



NOW THEREFORE the parties hereto hereby agree as follows:

SRKKF as per Rules of its 'SRKKF SCHOLARSHIP' as prescribed in Annexure 'A' will select Scholars, who will be known as 'SRKKF SCHOLARS' for awarding 'SRKKF SCHOLARSHIP' at its discretion, VNSGU accepts the same in terms hereof.

1. It is the expressed wish of Veer Narmad South Gujarat University (herein referred as 'VNSGU') and the Shree Ramkrishna Knowledge Foundation (herein referred as 'SRKKF') to establish a Scholarship, as more fully described herein, to provide annual scholarships at VNSGU for students desiring to pursue a major in Ph.D and aspirants of research projects.
2. The following terms and conditions of this Memorandum of Understanding (MoU) govern the establishment and administration of the Scholarship. VNSGU and SRKKF agree as follows:
3. **NAME:** The name of the Scholarship shall be the 'SRKKF Scholarship' or such other name as may be agreed to in writing by the SRKKF.
4. **SCHOLARS:** Individual availing 'SRKKF Scholarship' will be known as 'SRKKF Scholars'
5. **FUNDING:** SRKKF will allocate every year whole or part amount of scholars expenses awarded as scholarship directly to 'SRKKF Scholars' as per the Terms and Conditions as setup by SRKKF.
6. **PURPOSE:** The purpose of the 'SRKKF Scholarship' is to support scholarships annually for high performing students pursuing a major in research at VNSGU.
7. **VALIDITY:** This Agreement shall be valid for an initial period of one year from the date hereof, to be reviewed at the end of every three months period and continued for another year thereafter, subject to both the parties agreeing to do so.
8. **SRKKF Representatives:** Two nominated representatives of SRKKF shall act as an authorized representative for dealing with SRKKF SCHOLARSHIP matters and shall act as facilitators, and to the extent mentioned herein, shall also act as a negotiator for SRKKF. The nominated representatives of SRKKF for the time being will be Mr. Kamlesh Yagnik and Dr. Sanjay Mehta. They can be substituted by SRKKF with the specific and written letter to VNSGU.



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9. **TAX and LEVY:** As per provisions of the prevailing Government Tax/Levy regime or any other applicable tax in force at the material time, SRKKF will deduct tax at source from the SCHOLARSHIP payable to SRKKF SCHOLARS before disbursement, if applicable. Save and except what is stated herein, no other payments shall become payable to SRKKF SCHOLARS.
10. **VNSGU support:** VNSGU, at its discretion, decide to offer the related support to SRKKF in facilitating identification of SRKKF SCHOLARS.
11. **Expenses relating to the Scholarships:** SRKKF shall meet all costs relating to the agreed SRKKF SCHOLARSHIP.
12. **Force Majeure:** If the performance as specified in this Agreement is prevented, restricted, delayed or interfered by reason of:
 - Fire, explosion, cyclone, floods;
 - War, revolution, acts of public enemies, blockage or embargo;
 - Any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrictive trade practices or regulations;
 - Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein, or;

Any other circumstances beyond the control of the party affected, then notwithstanding anything heretofore contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected uses its best efforts to remove such cause of non-performance and when removed the party shall continue performance with utmost dispatch.

13. **Arbitration:** In the event of a dispute or difference of opinion of any nature whatsoever between SRKKF and VNSGU arising out of or in connection with this Agreement, during the course of the assignment, the same will be referred to arbitration before a mutually agreed Sole Arbitrator and failing such an agreement the disputes shall be referred to a tribunal comprising of three arbitrators, one to be appointed by each party and the third arbitrator to be appointed by the said nominated arbitrators. The decision of the sole arbitrator or the tribunal, as the case may be, shall be final and binding on both the parties. The arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended and in force. The venue of arbitration shall be Surat and judgment on the award may be entered into any court having jurisdiction thereof. The arbitration shall be conducted and award shall be rendered in English language.



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14. **Termination:**

- (i) SRKKF will have the right to terminate the contract by giving a one-month written notice to VNSGU upon situations arising either due to non-compliance of the stipulations of this contract, misconduct, breach of trust or non-performance as adjudged by SRKKF.
- (ii) Likewise, for similar reasons as stated in the preceding paragraph, VNSGU too will have the right to terminate the contract by giving a one-month notice in writing to SRKKF.
- (iii) Termination for Material Breach. Forthwith, if either party commits any material breach of any term of this Agreement and which in the case of a breach capable of being remedied shall not have been remedied within 30 working days of written notice to remedy the same.
- (iv) By either party pursuant to Force Majeure.

15. **Confidentiality:**

VNSGU agrees that it shall, in the course of its retainership, hereunder acquire or be exposed to information that is proprietary or confidential to SRKKF, its affiliates or its or their respective clients. VNSGU undertakes, to hold all such information in strictest confidence and not to disclose such information to third parties nor to use such information for any purpose whatsoever save as may be strictly necessary for the performance of the assignment as mentioned in this Agreement. Any breach hereof shall render VNSGU to such action and claims as provided under the law.

16. **Delegation:**

VNSGU will not have the power to delegate or assign any of the rights or obligations concerning this Agreement without the prior written consent of SRKKF.

17. **Intellectual Property Rights:**

- (i) All intellectual property rights in respect of the information and deliverables and material developed or made by SRKKF SCHOLARS in respect of the work scope hereunder shall at all times remain the absolute and exclusive property of VNSGU with VNSGU having full and exclusive ownership rights therein. SRKKF shall not claim any right of any nature whatsoever in respect thereof.
- (ii) SRKKF hereby assigns in favour of VNSGU all the intellectual property rights in respect of the information, deliverables and material developed or made by SRKKF SCHOLARS in respect of the work scope hereunder during the subsistence of this Agreement and also agrees that it shall execute such further documents as may be required by VNSGU to further perfect these rights at any time hereafter as required by VNSGU.

This Clause shall survive the term and termination of this Agreement.



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18. **General Covenants:**

- SRKKF agrees that VNSGU may at any time, by written order, make changes within the general scope of this Agreement.
- SRKKF will not divulge to third parties any information that relates to this Agreement and work assigned to it, unless specifically authorized by VNSGU.
- SRKKF warrants that it will act with utmost diligence and due care and caution in performing its obligations under this Agreement in such a way as to match the existing professional standards that are expected of it.
- SRKKF agrees to indemnify VNSGU against any loss, damage, claim, injury, cost, expense (including reasonable attorney's fees) arising from any wrongful or negligent act or omission of SRKKF or violation of any law, Act, rule or regulation by SRKKF.
- Nothing contained in these conditions or in the contract shall be construed as establishing or creating any relationship other than what is stated in this Agreement between SRKKF on the one part and VNSGU on the other part.

This clause shall survive the term and termination of this Agreement.

- VNSGU shall take all appropriate action to satisfy its obligations under this Agreement with respect to the use, confidentiality and copying of the systems. It shall not disclose, reproduce, transfer or transmit in whole or in part in any manner, of any System, or of any information which can permit the duplication, recreation or other utilization of, any proprietary or confidential information of SRKKF embodied in any system.
- VNSGU agrees to indemnify SRKKF and keep SRKKF indemnified against any damages, loss or claims, which may arise from any of its acts, which is beyond the scope of authority vested in it by SRKKF.
- In no event shall SRKKF or its employees be liable for any special, indirect, incidental or consequential damages.
- If any term, clause or provision of this Agreement shall be judged to be invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other term, clause or provision of this Agreement and such invalid term clause or provision shall be deemed to have been deleted from this Agreement.
- No forbearance, indulgence or relaxations by any Party at any time to require performance of any provision of this Agreement shall in any way affect, diminish or prejudice the right of such party to require performance of that provision and any waiver by any party or any breach of any provisions of this Agreement shall not be construed as a waiver or an amendment of the provisions itself, or a waiver of any right under or arising out of this Agreement.



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- This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereto and supersedes and cancels all previous agreements thereof.
- VNSGU agrees not to represent any of its employees or authorized persons for any reason as an employee of SRKKF.
- VNSGU agrees not to make any news release, public announcements, or denial or confirmation concerning this Agreement or SRKKF, or in any manner advertise or publish any information and documents pertaining to SRKKF without seeking the prior written consent of SRKKF. VNSGU also agrees not to use any trademark, trade name, service mark, service name, copyright, patent or logo of SRKKF, except to the extent authorized by SRKKF.
- SRKKF reserves the right to appoint other consultants/advisors/service providers, if any, specified in this Agreement, for the types of services mentioned hereinabove in the Agreement.
- This Agreement shall be governed by and construed in accordance with Indian law.
- All notices, requests, demands and other communications under this Agreement or in connection herewith shall be given to or made upon the respective parties as follows:

To SRKKF:

The Chairman,
Shree RamKrishna Knowledge Foundation
Near Kiran Hospital, Vasta Devdi Road,
Katargam
Surat 395 002 (Gujarat)

To VNSGU:

The Registrar,
Veer Narmad South Gujarat University
Udhna-Magdalla Road,
Surat 395 002 (Gujarat)

or to such other person or addresses as any of the Parties shall have notified to the others.

All notices, requests, demands and other communications given or made in accordance with the provisions of this Agreement shall be in writing by letter, fax or telegram.



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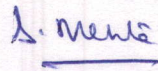
Survival:

The clauses of this Agreement, which by their very nature ought to survive termination of this Agreement, shall so survive.

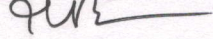
IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR RESPECTIVE HANDS ON THE DATE FIRST ABOVE WRITTEN.

For **Shree Ramkrishna Knowledge Foundation.**

By: 
Name: MR. GOVIND DHOLAKIA
Title: CHAIRMAN
In Witness:
Name: DR. SANJAY MEHTA
Title: CEO, SRKKE
Sign:


Dr. Mehta

For **Veer Narmad South Gujarat University**

By: 
Name: Arvind V. Dhaduk
Title: *the Registrar*
In Witness:
Name: V. D. Naik
Title: Syndicate Member
Sign:

