

Memorandum of Understanding

between

Shoolini University, Solan, Himachal Pradesh

and

YouWeCan, Gurgaon, Haryana

This Memorandum of Understanding (hereinafter referred to as MOU) is made and executed on October 03, 2017 between Shoolini University (SU), Himachal Pradesh (hereinafter called Party-A) and YouWeCan (YWC) India (hereinafter called Party-B).

Whereas Party-A is a reputed educational institution and is desirous of availing the services of Party-B and whereas Party-B is a not for profit organization dedicated for awareness and detection of Cancer.

Now therefore in consideration of the mutual interest as set forth, both parties are willing to start a fruitful collaboration between themselves.

NOW THIS MOU WITNESSETH AS FOLLOWS:

I. PURPOSE & SCOPE

- a. Conduct awareness & detection cancers within premises of Shoolini University.
- b. Conduct awareness, registration and detection cancers in other Educational Institutions / Organizations / Community Platforms of Himachal Pradesh as would be pre-decided in discussion between Shoolini and YWC.
- c. Conduct awareness and detection samples on cancer in other Educational Institutions / Organizations / Community Platforms in adjoining states of Himachal Pradesh as would be pre-decided in discussion between Shoolini and YWC.
- d. Jointly celebrate significant events like Pink October World Cancer Day, World Thalassemia Day, International Cancer Survivor's Day, World Blood Donor Day, Bone Marrow Stem Cell Donation Day to spread further awareness

II. PARTY-A RESPONSIBILITIES UNDER THIS MOU

Party-A shall undertake the following activities:

- Make available the infrastructure facilities required for training classes, conferences, workshop, etc.
- Ensure that at least one awareness / camps is conducted every year within Shoolini University campus – covering all student departments and staff members
- Volunteers from Shoolini University would represent as YWC representatives to seek permission from other educational institutions or community platforms for conducting drives
- Volunteers to accompany YWC Doctors & Volunteers when drives as above are conducted in the state of Himachal or surrounding areas, as will be decided in advance to the activity
- Arrange Conferences, workshops etc. and in these activities to involve and take the expertise of Party-B
- Press Release and / or Media Coverage including mention on Social Media on the topic of Cancer Awareness if any would be informed to Party-B in advance and the details will be agreed upon by both parties
- Donations, if any, would be accepted with the concurrence by Party-B.

III. PARTY-B RESPONSIBILITIES UNDER THIS MOU

Party-B shall undertake the following activities:

- Ensure the presence of a YWC representative in any Drive or occasion as would be discussed and pre-decided between the two parties prior to the event
- Provide training to volunteers from Shoolini University from time to time to ensure that they are well educated in the area of Cancer Awareness as might be required to represent YWC for seeking permission for drives or related events
- Issue certificates of appreciation to all the volunteer students who could complete the volunteer project successfully. The Certificate grade could vary depending on the work done
- Press Release and / or Media Coverage on Social Media involving Shoolini University's name would be informed to Party-A in advance and the details will be agreed upon by both parties
- Promotional Material for any event involving Shoolini University's name would need to be approved by Party-A in advance

IV. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. Both the parties shall work together and arrange for conferences, workshops, training classes, etc in the area of Cancer Awareness.
2. The expenses towards all the activities indicated in SI No: 1 above to be worked out and any subsidies and grants available for the activities planned should be utilized to enable minimization of spending own funds

V. PERIOD OF MOU

The present MOU shall come into effect from October 03, 2017 and will be valid up to a period of three years and can be renewed for a specific period thereafter with mutual consultations.

VI. CONFIDENTIALITY

Both parties shall not use or cause the use of any confidential information for any purpose whatsoever other than those contemplated under this MoU. Both parties shall use all reasonable endeavors to ensure that all persons to whom confidential information may be disclosed in furtherance of the MoU, including but not limited to officials and employees of both the parties as well as students thereof, keep the same confidential and not use the same except for the purpose for which disclosure is made.

VII. RESOLUTION OF DISPUTES

Any disputes arising during the period of the MOU shall be amicably resolved by good faith and trust on ethical manner between the two parties only without involving any other people, agency or legal Party etc.

VIII. TERMINATION OF THE AGREEMENT

In case either of the parties comes to the conclusion that continuation of the MoU is no longer possible for commercial, practical, economical, legal or any other reasons affecting the continuance of the same, the agreed Party may terminate the MoU after giving a notice of 30 days to the other Party with the reasons for the same.

IX. ADDITIONS/DELETIONS ETC

Any addition/deletion/alteration to the terms and conditions of the MOU would be done jointly by Party-A & Party-B in writing after mutual consultations and shall be signed by both parties.

X. INDEPENDENT PARTIES

Party-A & Party-B are independent contractors and shall be responsible for the direction and compensation of their respective employees. No partnership or agency relationship is created by this MOU. This MOU creates only principal to principal relationship to the extent of the provisions of this MOU.

XI. FORCE MAJEURE

Neither Party shall be liable for delay or failure in performance of any of its obligations under this agreement when such delay or failure arises from events or circumstances beyond the reasonable control of such Party including without limitation acts of God, fire, flood, war, sabotage, communications, material changes in applicable law or power failure which are of a general nature within commerce or labor disputes.

XII. GENERAL

Any other services or expert advises which falls outside the purview of the MoU as discussed if required from Party-B will be charged separately by Party-B based on mutual consultations between the parties.

This MOU imposes no financial obligations on either of the parties. All pending issues or anything not covered by this MOU are to be settled mutually by the parties to the satisfaction of each other.

IN WITNESS WHEREOF, the persons signing below warrant that they are authorized to enter into this agreement on behalf of their respective principles identified below and that by their signatures they bind such principles to this agreement as of the date, month & year mentioned in the presence of the following witnesses.

On behalf of Shoolini University

Name: Prof. P. K. Khosla
Designation: Vice Chancellor



On behalf of YOUWECAN

Name: Mr. Yuvraj Singh
Designation: Founder



Witness: 1.



2.

