

MEMORANDUM OF UNDERSTANDING

BETWEEN

ST ALOYSIUS COLLEGE, AUTONOMOUS, MANGALORE

&

HEAD HELD HIGH FOUNDATION

This Memorandum of Understanding ("MOU") is entered into by St Aloysius College (Autonomous), and the Head Held High Foundation ("the Partner"). St Aloysius College(Autonomous) and Head Held High are hereinafter jointly referred to as the "Parties".

WHEREAS, St Aloysius College, Autonomous is an academic institution situated on St Aloysius College Road, Mangalore.

WHEREAS, St Aloysius College Autonomous recognizes the importance of career guidance and counseling for youth enrolled in the college for better employability and skills.

WHEREAS, the Partner is an organization duly registered under the laws of Societies Registration Act, India with a mission to eradicate poverty in India.

WHEREAS, the Partner Head Held High is an organization duly registered under the Indian Trusts Act, 1882. Head Held High (HHH) is a collective of everyday persons in the intention to eradicate poverty. By changing one life at a time, they plan to eventually transform the face of India. Through a multi-pronged approach using Make India Capable (MIC) and Global Action on Poverty (GAP) initiatives, the agency strives to eradicate rural poverty in India.

Career guidance and counseling is a key program of HHH through which youth are provided with knowledge, resources, and skills for informed career choices. Through its partnership with UNDP for a digital project called Sach Honge Sapne to provide employability and 21st century skills to youth, HHH has reached out to over 1 lakh youth across 6 states (Karnataka, Telangana, Maharashtra, Uttar Pradesh, Haryana, and Delhi). HHH is currently implementing Project Code Unnati in 3 districts of

Karnataka – Dakshina Kannada, Rural Bangalore and Raichur to provide career guidance and counseling to youth. The project is supported by UNDP and SAP Labs.

St Aloysius College, Autonomous is willing to implement the career guidance and counseling sessions for its students, to ensure that they are empowered to choose pathways of learning, employment, and entrepreneurship. For this HHH innovative pedagogies involving the use of technology to deliver the career guidance and counseling sessions.

WHEREAS, HHH supports the mandate of UNDP and SAP Labs through the Project Code Unnati.

Over the last decade HHH has impacted over 1 lakh youth from across the country, especially from rural and marginalized communities. HHH understands that youth and especially girls tend to be left behind in the socio- economic growth of a community and country. Their project are designed with sensitive inclusivity to provide the necessary bridges and opportunities to youth and girls to achieve social, personal, and economic transformation.

NOW, THEREFORE, the Parties agree to cooperate as follows:

Article I Scope of the MOU

1. This MOU, together with the Annexes listed below forming an integral part hereof, establishes the terms and conditions of the cooperation between the Parties:
 - a. Annex I: Description of Activities
 1. St Aloysius College Autonomous and HHH will collaborate to provide career guidance and counselling session to students who are currently enrolled. will provide support to HHH for student registration and completion of the CG&C curriculum
 2. St Aloysius College Autonomous and HHH will collaborate to participate in meetings, events meant for students for example- expert sessions, guest lectures, campus job fairs, industrial visits, entrepreneurship awareness program, innovation challenge, etc.
 3. St Aloysius College Autonomous and HHH will collaborate on a monthly basis to compile and verify the number of CG&C sessions completed, number of students participating and events completed.
 - b. Annex II: General Conditions of Cooperation (“General Conditions”).
2. This MOU and any subsequent agreement(s) entered into hereunder constitute the entire understanding between the Parties in respect of the subject matter and supersede any prior oral or written communications on the subject.

Article II Areas of Cooperation

1. The Parties agree to cooperate in good faith in order to achieve their common objectives, which are:
 - (1) To cooperate, on Project Code Unnati to provide career guidance and counselling sessions to students/youth to empower them to make informed career choices.
 - (2) The partnership will aim to encourage and enable students to learn about different careers, skills and resources.
 - (3) The proposed cooperation will contribute towards overall outcome of increasing employability of youth and thereby increase employment.
2. In furtherance of the common objectives described above, the Parties agree to carry out the activities in the Description of Activities ("the Activities"), which may be modified from time to time by written agreement by the Parties.

Article III Implementation of the MOU

1. The Parties may negotiate in good faith the terms of any subsequent agreement(s) that may be required to implement the Activities. Such agreement(s) will specify the roles and responsibilities of each Party and the costs or expenses relating to the Activities and how they will be borne by the Parties. Such agreement(s) will incorporate by reference the terms of this MOU.
2. The Parties agree to each designate a relationship manager for the long-term monitoring and management of this partnership. The Parties may also decide to form working groups comprising representatives of each Party, which will be responsible for monitoring the development and execution of the Activities.

Article IV Exchange of Information and Documents

The Parties agree to exchange relevant information and documents as needed for the implementation of this MOU, subject to such restrictions and arrangements which may be required by either Party to safeguard the confidential nature of certain information and documents.

Article V Recognition

1. Subject to Paragraph 4 (Use of name, abbreviation and emblem) of the General Conditions, the Parties may acknowledge and disclose to the public this MOU and information with respect to the Activities, in accordance with the current policies of each Party and with the prior written approval of the other Party.

2. At public events, media conferences or meetings of any kind, representatives of each Party may speak about the collaboration related to this MOU, but strictly on its own behalf. Any unilateral media release by a Party relating to this MOU or the Activities undertaken hereunder will be shared with the appropriate communications lead of the other Party for review and consent at least five (5) business days in advance of release.

Article VI Settlement of Disputes

1. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this MOU. Where the Parties wish to seek such an amicable settlement through conciliation.
2. Any dispute, controversy or claim between the Parties arising out of this MOU which is not settled amicably in accordance with the foregoing paragraph shall be referred to arbitration under the Local Arbitration Rules then in force. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.
3. The invalidity or unenforceability of any provision of this MOU shall not affect the validity or enforceability of any other provision of the MOU.

Any notice to be given under this MOU shall be in writing and shall be deemed to have been made when it shall have been delivered to the party and address specified below:

Article VII Notices and Addresses

Any notice to be given under this MOU shall be in writing and shall be deemed to have been made when it shall have been delivered to the party and address specified below:


For Head Held High Foundation: Syed Ahmed Naqid
Career Coach
Head Held High Foundation
Bangalore - 560038


For Partner: Principal
St Aloysius College, Autonomous
Mangalore - 575003

Article VIII - Duration, Termination, Modification

1. This MOU will become effective upon signature by both Parties and remain in effect for a period of 12 months thereof, unless terminated earlier by either Party in accordance with paragraph 2 below. The Parties may agree to extend this MOU on mutually agreed upon tenure, terms and conditions.
2. Either Party may terminate this MOU at its sole discretion and shall endeavor to provide three months' prior notice in writing to the other Party. Any subsequent agreement(s) concluded pursuant to this MOU may also be terminated in accordance with the termination provision contained in such agreements. In such case, the Parties shall take the necessary steps to ensure that the Activities under this and/or any subsequent agreement(s) are brought to a prompt and orderly conclusion.
3. The following provisions shall survive the expiration or termination of this MOU:
 - (a) Article IV (Exchange of Information and Documents) and Article VI (Settlement of Disputes).
 - (b) Paragraph 3 (Liability), Paragraph 4 (Use of name, abbreviation and emblem), Paragraph 5 (Privileges and immunities), Paragraph 9 (Indemnification) and Paragraph 10 (Intellectual property) of the General Conditions.
4. This MOU may be amended by mutual agreement of the Parties reflected in writing.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below.


FOR ST ALOYSIUS COLLEGE
Principal


FOR Head Held High Foundation
Syed Ahmed Naqid, Career Coach

25 September 2021

Annex I Description of Activities

Following are the description of activities to be undertaken under the MoU:

1. HHH and St Aloysius College, Mangalore will collaborate to provide career guidance and counseling to the students enrolled in the college in PUC/Degree/ITI as applicable.
2. HHH will provide technical support to the academic staff of the college for the long-term delivery of career guidance and counseling to its students
3. HHH and St Aloysius College, Mangalore will collaborate to organize guest lectures, expert sessions, campus job drives, industrial visits, entrepreneurship awareness program, innovation challenge and boot camps.

Annex II. General Conditions of Cooperation

1. **Financial contribution:** The Activities will be implemented in accordance with each Party's regulations, rules, policies and procedures, subject to the availability of the necessary financial resources. Any transfer of funds between the Parties will be subject to a separate agreement in accordance with Article III.1 of the MOU.
2. **Legal status:**
 - a. Nothing in or related to this MOU will be construed as establishing a legal partnership, joint venture, employment, agency, exclusive arrangement or any other similar relationship between the Parties.
 - b. Neither Party has any right or authority to enter into any contract or undertaking in the name of, or for the account of, the other Party or to create or assume any obligation of any kind, express or implied, on behalf of the other, except as specifically set forth in this MOU.
 - c. Unless otherwise agreed between the Parties, the Partner or anyone it employs will not be considered an agent or official of HHH and will not be entitled to any privileges, immunities, compensation or reimbursements.
3. **Liability:** Each Party will be liable for its own acts or omissions.
4. **Use of name, abbreviation and emblem:** Neither Party will use the name, abbreviation or emblem of the other Party, its subsidiaries and/or affiliates, without the express prior written approval of the other Party in each case. In no event will authorization of the HHH name, abbreviation or emblem be granted for commercial purposes or for use in any manner that suggests an endorsement by HHH of the Partner's products or services.

5. **Privileges and immunities:** The Partner will respect the status of HHH as a not-for-profit organization. Nothing in or relating to this MOU will be deemed as a waiver, express or implied, of any of the privileges and immunities of HHH.
6. **Observance of the law:** The Partner will respect the laws of the countries in which it operates. The Partner will not permit any representative or official of HHH to receive a direct or indirect benefit from this MOU or from any subsequent agreement(s) between the Parties
7. **Assignment:** The Partner will not assign, transfer, pledge or make other disposition of this MOU or any part thereof or of any of its rights, claims or obligations under this MOU except with the prior written approval of HHH. Any such unauthorized assignment, transfer, pledge or any other disposition will not be binding on HHH.
8. **Non-waiver:** Any waiver by a Party of a breach of a provision of this MOU will not operate or be construed to be a waiver of any other breach of that provision or of any breach of any other provision of this MOU. The failure by a Party to enforce any provision of this MOU will not constitute a waiver of that or any other provision of this MOU. Any waiver must be in writing and signed by the Party against whom enforcement is sought.
9. **Indemnification:** The Partner will hold harmless, defend and indemnify HHH against all lawsuits, claims, costs and liabilities resulting from any intellectual property disputes or other disputes occurring under this MOU which arise out of acts or omissions of the Partner, its agents or employees.
10. **Intellectual Property:** This MOU does not grant to a Party the right to use materials belonging to or created by the other Party. Each Party will retain intellectual property rights in all materials developed and produced by it. The Partners (HHH and St Aloysius College Autonomous) recognizes the principle that the United Nations Development Program (UNDP) owns intellectual property generated by United Nations' programmatic and project activities for the common good and that the member states of the United Nations have the right to non-commercial use of the results of such programmatic and project activities. The Parties agree that, unless otherwise provided for in UNDP regulations, rules, policies and procedures or its agreements concluded with the relevant host Government and/or any implementing partners, intellectual property produced as a result of the Activities shall be managed in a way that maximizes their public accessibility and allows the broadest possible use.
11. **Conflict of interest:** The Parties' collaboration on the Activities is not intended to confer a special advantage or preference to the Partner in competing with any other entity as regards the procurement of goods, works, or services by HHH or third parties where such procurement results from or has a direct relationship to the Activities.