

# **MEMORANDUM OF UNDERSTANDING**

between

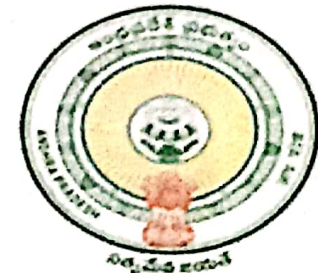


**D. K. GOVERNMENT COLLEGE FOR WOMEN**

**Nellore, Andhra Pradesh- 524003**

**Autonomous College, College with Potential for Excellence**

**Re-accredited with "A" Grade by NAAC**



&



**KCT**  
**Group**  
**Trust**

**Karam Chand Thapar Group**

**KCT GROUP TRUST-CSR ,COMMUNITY DEVELOPMENT CENTERLEARNING, LIVELIHOOD &  
RESEARCH**

**NELLORE | BHIMAVARAM | SURAT.**



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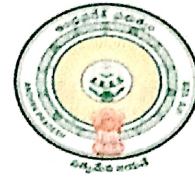


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This Memorandum of Understanding (hereinafter referred to as "MOU") is effective from 5th December 2022.

## **BY AND BETWEEN**

KCT Group Trust, a registered Trust under the Indian Trust Act (1882) under registration number AACTK8012E/10/16-17/T-0155, having its office at Kolkata, acting through its Trustee Ms. Shomasree Dey and hereinafter referred to as "KCTGT", which expression shall, unless the context requires otherwise include its affiliates, successors, assigns, etc., OF THE FIRST PART

**AND**

D.K. Govt College for Women (A), Nellore an autonomous college concerned with imparting education, training and research in state of Andhra Pradesh, having its office at Podalakur Road, Nellore, Andhra Pradesh-524003, represented through Dr.D.Giri and hereinafter referred to as "DKW", which expression shall, unless the context requires otherwise include



its affiliates, successors, assigns, etc. OF THE SECOND PART KCTGT and DKW are hereinafter, wherever context so requires and permits, individually also referred to as "Party", and collectively known as "Parties".

#### **WHEREAS**

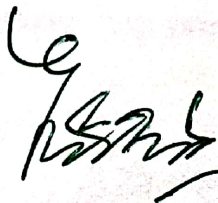
- A.** KCTGT is a trust that manages and runs the CSR initiatives for KCT Group of Companies [KCT Group] and Community Development Center Learning, Livelihood & Research, Nellore ("CDC\_LLRL"), a laboratory for testing aqua farming samples (Water, Microbiology and RT-PCR), is one of the projects conceptualized, developed, and managed by KCTGT.
- B.** D.K. Govt College for Women (A), Nellore is an autonomous college concerned with imparting education, training and research to its students.
- C.** KCTGT and DKW have now agreed to collaborate to enhance academic interest and to promote research and continuing education.
- D.** KCTGT and DKW have agreed to work together, whereby DKW shall provide students to KCTGT and KCTGT will provide its expertise and lab facility i.e. CDC\_LLRL to the selected students at Nellore. The broad terms of the understanding agreed between the Parties are incorporated herein below.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

#### **1. PURPOSE OF MOU:**

KCTGT and DKW have agreed to collaborate to enhance academic interest and to promote research and continuing education to the students and to promote the following activities:

- a.** To identify and utilize the expertise of senior faculty members/experts for mutual advancement in academic and research activities.
- b.** To identify the areas of mutual academic and Research Interest for mutual development.



- c. Guidance in organizing student development activities like certificate courses, seminars, conferences, workshops etc.
- d. Any other activities as mutually agreed.

## **2. TERM:**

This MOU shall become effective from 5<sup>th</sup> Decemeber 2022 and shall subsist and remain operative until 31st March 2025 (hereinafter referred to as "Term") save and except such clauses which are intended to survive the termination or expiry of this MOU.

## **3. ROLE AND RESPONSIBILITY OF KCTGT:**

KCTGT would allow the students of DKW to use its laboratory CDC\_LLRL at Nellore developed for testing aqua framing samples (Water, Microbiology and RT-PCR) under the guidance/supervision of the employees/professionals/experts working at the laboratory.

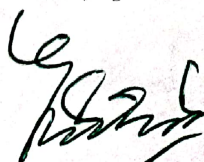
## **4. ROLE AND RESPONSIBILITY OF DKW:**

1. DKW shall provide necessary details of its student attending/using the laboratory to KCTGT at-least 07 days before coming to the laboratory.
2. DKW shall strictly ensure that its student abide by the rules and regulations of the lab, which are annexed with the MOU as Annexure-A. DKW shall ensure that the students attending/using the lab are well informed with the Annexure-A.

## **5. REPRESENTATIONS & WARRANTIES:**

Each Party represents and warrants to the other that:

- a. It is validly constituted under the laws of India and has all legal power and authority to execute this MOU and carry out their respective roles and responsibilities as per the terms, conditions and provisions hereof; and
- b. The execution, delivery and performance of this MOU has been duly authorized by all requisite actions and will not violate or contravene any material provisions of applicable Laws, or violate or contravene any provisions of any indenture, MOU,



document or instrument to which it is a party or by which it or its property may be bound or affected.

#### **6. TERMINATION:**

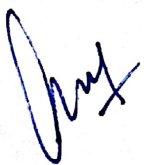
This MOU may be terminated by either Party by giving 30 days' notice without assigning any reason. In the event of termination of this MoU, the Parties shall discharge their respective liabilities towards aspiring students who have enrolled in the program prior to termination of this MoU.

#### **7. FORCE MAJEURE:**

Neither Party shall be liable for breach of any obligation under this MOU to the extent it is delayed in the performance of or is unable to perform (whether partially or fully), such obligations as a result of the occurrence of an event of Force Majeure Circumstances. For the avoidance of doubt the following events shall be construed as Force Majeure Circumstances- floods, fires, accidents, earthquakes, riots, explosions, wars, hostilities, acts of government, epidemic, pandemic or other causes of like character, then to the extent the parties shall be prevented or delayed from performing all or any part of its obligations hereunder by reason thereof despite due diligence and reasonable efforts to do so notwithstanding such causes, circumstances or events, the parties shall be excused from performance hereunder for so long as such causes, circumstances or events shall continue to prevent or delay such performance, provided prompt notice of commencement and cessation of force majeure conditions is given. It is clarified that if any payment is due to KCTGT, DKW shall ensure payment of all such dues to KCTGT that have accrued prior to occurrence of Force Majeure circumstances.

#### **8. CONFIDENTIALITY:**

- a. DKW agrees that it shall keep all trade secrets, knowledge, data or any other proprietary information relating to the KCTGT and / or any information relating to this MOU or any information which has come to its knowledge but is not otherwise available in the public domain, including but not limited to, any information received because of entering into this MOU and any Intellectual Property (hereinafter referred to as "Confidential Information") confidential.



- b. DKW agrees to hold in confidence and not use, disclose or reveal to any person, Confidential Information which has come to its knowledge, or which has been disclosed to it by other party save and except for the purpose of this MOU.

#### **9. INDEPENDENT CONTRACTOR:**

DKW and KCTGT shall perform the services under this MOU as an independent service provider. Neither party shall, by reason of this MOU or the performance of it's services hereunder, be or be deemed to be, an employee, agent or partner of the other party.

#### **10. INDEMNITY:**

Each party hereby represents that it shall comply with their respective obligations under this MOU. In the event due to any act of omission or commission on the part of DKW, KCTGT or CDC\_LLRL suffers or incurs or any loss or any claim, damage, compensation, penalty or order, litigation then DKW shall make good of such losses. DKW shall keep KCTGT and CDC\_LLRL fully indemnified in this respect.

#### **11. AMENDMENT:**

Any amendments to this MOU shall be made by written instrument agreed and signed by authorized representatives of both the Parties.

#### **12. GOVERNING LAWS:**

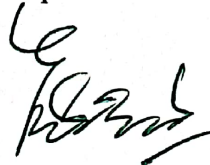
This MOU shall be governed by the laws of India.

#### **13. JURISDICTION:**

The courts at Nellore, Andhra Pradesh shall have exclusive jurisdiction to settle any dispute including a dispute relating to any arising out of or in connection with this MOU.

#### **14. SEVERABILITY:**

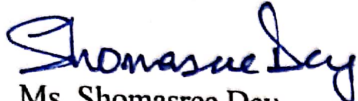
In the event of any provision being held invalid, inoperative or unenforceable, such a provision shall be replaced by a mutually acceptable provision which, being valid, legal and enforceable, come closest to the intention of the Parties so as to benefit the Parties or Party, affected by the invalid, inoperative or unenforceable provision.



IN WITNESS WHEREOF, the Parties have executed this MOU on the date first above written.

On behalf of KCTGT,

Signed and delivered by:

  
Ms. Shomasree Dey  
General Manager



On behalf of D.K. Govt College for Women,

Signed and delivered by:

  
Dr. D. GIRI  
Principal  
Principal  
D.K. Govt. College for Women (A)  
NELLORE.



Witness:

1.  5/12/2022
2. 