



Anantha Lakshmi

INSTITUTE OF TECHNOLOGY & SCIENCES

(Approved by A.I.C.T.E, New Delhi, Accredited by NAAC and Affiliated to J.N.T. University, Ananthapuramu.)

Near S.K.University, ITIKALAPALLI-515 721. (V), Ananthapuramu (Dist.)

Website : www.alits.ac.in

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Date 12/04/2024

MEMORANDUM OF UNDERSTANDING(MOU)



Anantha Lakshmi Institute of Technology & Sciences

Itukalapalli, Near SK University, Anantapur, Andhra Pradesh -515721.

BETWEEN



TALTransformers

NURTURING SOCIAL INNOVATION MINDSET

Touch A Life Foundation India, 12-13-522, Nagarjuna Nagar, Habsiguda,
Tarnaka, Hyderabad – 500017, Telangana

FOR

SOCIAL INNOVATIONS, PHILANTHROPIC ACTIVITIES AND SOCIAL INTERNSHIPS

Memorandum of UNDERSTANDING (MOU) for Social Innovations

This Memorandum of Agreement is made on **19/06/2023** between **Anantha Lakshmi Institute of Technology & Sciences** and **TALTransformers, a division of Touch-A-Life Foundation India.**

Whereas, Anantha Lakshmi Institute of Technology & Sciences, Itukalapalli, Anantapur **hereafter referred to as ALITS**, desires to collaborate for social innovations, mentorship programs, boot camps on entrepreneurship business canvas, internship program for qualified students, developmental activities for related to students;

Whereas, **TALTransformers** and **ALITS** recognize the need for innovations to address the social problems for underserved communities, and both parties desire to cooperate in nurturing the social innovation mindset among the students and to enroll in the program;

Now, therefore, this Memorandum of Understanding establishes the following guidelines towards social innovations and defines the responsibilities of each party **ALITS & TALTransformers.**

Background

The decade of 2020-2030 has been declared as the United Nations SDGs Decade of Action. This is seen as the primary time for the world to work towards attaining the 17 Sustainable Development Goals as framed by the United Nations for a peaceful and prosperous future for all.

TALTransformers a unit of Touch-A-Life foundation takes this notion of urgent and significant action and tries to assist in developing a sense of responsibility and resolution in youth towards solving issues on the local and global scale, as aligned with the UN SDGs. This is a result of TALTransformers recognizing the potential of youth as change makers while they face an uncertain future due to the social issues that necessitate the SDGs in the first place.

Article 1 (Purpose) This Memorandum establishes a framework for academic, research, and Social Innovations between TAL and ALITS.

Article 2 (Areas of Collaboration)

In particular, the parties agree to collaborate in the following areas:

a. Developing and offering courses

Staff faculties/Mentors from TAL and ALITS will explore themes of mutual interest relating to participatory development, social innovation, social justice and gender. It is anticipated that these discussions will result in jointly developing and offering courses within the current academic frameworks of ALITS courses.

b. Social Internships

TAL offers social internships to students.

c. Gender-Based Activities

TAL and ALITS agree to collaborate and facilitate collaborative community-university research and partnerships that enhance quality of life of communities, and/or enhance research on gender, gender equity, gender based trainings, workshops, Internships, promote women's leadership and entrepreneurship.

d. Establishment of Philanthropy Club

Establish Philanthropy Club and organize philanthropic activities and create awareness on philanthropic activities.

e. Social Innovations

TALTransformers and ALITS aims to provide a platform to nurturing the Gender based social innovation mindset among the students through Transformers Global Youth Social Innovation Challenges which are conducted annually, Mini Hackathons conducted quarterly and Boot camps by helping them through social entrepreneurship business canvas trainings along with other resources.

f. TAL Radio Club

Collaboration of TAL Radio. Students can hear wide range of positive topics like success stories, leadership lessons, career guidance, health and well-being. Help students to improve skill in script writing, conduct debates, interview experts, interactive sessions, program designing & recording etc. TAL Radio helps to publicize the activities of ALITS.

g. Others

- TAL agreed to collaborate with ALITS student Activity Center, Women Empowerment Cell, Placements cell to ensure the quality of social innovations, social philanthropy activities. Provide Resource Persons to the events and bring prominent leaders to address/guide on women empowerment, career guidance programs and for internship opportunities.
- ALITS provides student Ambassadors to coordinate with TAL social innovation challenges, boot camps and mini hackathons.
- ALITS designates station directors for TAL Radio programs to coordinate and share the student's experiences, group discussions, achievement of students, college programs to the world.

Further, areas for collaboration and outcomes may be added in the future and for each agreed set of activities designed to achieve the above outcomes, detailed plans (including resource allocation and use) would be agreed upon between the three parties and their designated focal points.

Article 3 (Intellectual Property)

Materials and publications produced entirely under this Memorandum and subsequent project-specific agreements for the benefit of both parties shall be the property of TAL and ALITS in equal proportion. The formal name of both institutions shall be acknowledged clearly in all materials and publications produced. The faculty members and staff of TAL and ALITS are entitled to use such materials and publications strictly for educational and research purposes.

Article 4 (Funding)

Detailed provisions for funding of individual projects where applicable, will be provided in each individual project-specific agreement as per UGC guidelines.

Article 5 (Confidentiality)

Parties acknowledge the confidentiality of the information, which may be transferred between the Parties from time to time as being essential to this MoU and agree not to disclose the same to any other party. Each Party agrees to hold proprietary and Confidential Information of the other Party in confidence and to protect it against disclosure to the public and third parties and shall take all reasonable precautions to prevent any unauthorized disclosure of confidential information to the public and third parties. ALITS agrees to not allowing any competitors of the TAL and also will not share any information to others. ALITS agrees that it shall not reverse engineer the MFF products, or otherwise attempt to decompile or attempt to learn the source code or designs embedded within such products provided to it under this MOU. Each Party shall immediately give notice to the other Party of any unauthorized use or disclosure of the Confidential Information.

Each Party agrees to assist the other Party in remedying any such unauthorized use or disclosure of the Confidential Information.

For the purposes of this MOU, "Confidential Information" shall mean all proprietary information of the Disclosing Party including but not limited to commercial, technical and artistic information relating to the its establishment, business, operation, maintenance and promoting of its own services, programming techniques, experimental work, customers, clients and vendors of the Disclosing Party, financial information, marketing plans, business plans, project plans, information relating to, operating income, organization, customer lists, price calculation models, software, technology, methods, documentation, designs and materials and source code and general trade secrets and Intellectual Property of the Disclosing Party, as well as any other information labeled "Confidential" by the Disclosing Party or accessible to or provided to Recipient, whether protected under law or not. The Confidential Information and obligations thereto shall apply irrespective of the form in or the media on which such information is displayed or contained. The Disclosing Party shall have no obligation to specifically identify any information to which the protection of this Agreement extends by any notice or other action, and the Recipient agrees that all such information relating to the business, affairs or employees of the Disclosing Party, shall be deemed Confidential Information, except to the extent that any such information (a) is known or becomes known to the general public other than as a result of unauthorized disclosure by the Recipient (b) is received by the Recipient on a non-confidential basis from a third party lawfully possessing and entitled to disclose such information; or (c) is independently developed by the Recipient without use of the Confidential Information (d) it was already in the lawful possession of the Recipient and at its free disposal without any obligation of confidence before the Disclosing Party's first disclosure of it to the Recipient. "Disclosing Party" shall mean the Party disclosing any Confidential Information and the Party receiving such information shall be referred to as the "Recipient".

The Partner acknowledges that a breach by the Partner of this Clause may cause the disclosing Party irreparable damage, for which the award of damages would not be adequate compensation. Consequently, the disclosing Party may institute an action to enjoin the other Party from any and all acts in violation of those provisions, which remedy shall be cumulative and not exclusive, and the disclosing Party may seek the entry of an injunction enjoining any breach or threatened breach of those provisions, in addition to any other relief to which the disclosing Party may be entitled to at law or in equity.

The Parties agree not to communicate any information in violation of the proprietary rights of any third party.

Upon termination of this MOU or on request of the Disclosing Party, the Recipient shall (i) return all Confidential Information in its possession to the Disclosing Party or (ii) destroy such Confidential Information on the receipt of the request of the Disclosing Party and provide a document certifying such destruction.

This Clause shall survive termination or expiry.

Article 6 (Duration)

This MoU takes effect from April 24 and shall remain in effect, initially, for a period of two years and one month, until May 26. Upon expiry, parties may wish to renew the agreement in writing for a period of time to be determined by mutual consent.

Article 7 (Termination)

Either party may terminate the MoU by giving to the other party 90 days notice in writing , provided that any individual project that has been agreed to at the time of giving notice will be completed as set out in the project specific agreement, unless the parties otherwise agree in writing. In addition, either party may terminate this agreement forthwith if the other party has committed a material breach and failed to remedy the same despite 14 days written notice, but without prejudice to antecedent breaches.

Article 8 (Miscellaneous)

Entire Agreement: This MOU, constitutes the entire agreement between the Parties with respect to the subject matter hereof and there shall be no terms, obligations, covenants, representations, warranties, statements, or conditions other than those contained herein.

- 8.1 **Severability:** If any provision of this MOU was held by an arbitration tribunal or court of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such a provision shall not affect the other provisions of this MOU and all provisions not affected by such invalidity shall remain in full force and effect. The Parties agree in good faith on new provisions to replace the invalidated provisions, as close as possible to the Parties original intent.
- 8.2 **Modification:** Any modification to this MOU shall be mutually made in writing by way of an amendment signed by both the Parties.
- 8.3 **Assignment:** Neither Party may transfer or assign any right or obligation arising under this MOU to a third party with prior consent of the other Party.
- 8.4 **Waiver:** No term or provision hereof will be considered waived by either Party, and no breach excused by either Party, unless such waiver or consent is in writing signed on behalf of the Party against whom the waiver is asserted. No consent by either Party to, or waiver of, a breach by either Party, whether expressed or implied, will constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either Party.
- 8.5 **Notice:** Notices and other written communications between the Parties to this MOU shall be deemed received (a) when personally delivered by courier/messenger or by successful facsimile transmission, or (b) five (5) days after being sent by registered or certified mail, return receipt requested, postage prepaid, or (c) when actually received if given in any other manner.; or (c) if no delivery failure message has been received by the sender in case of an electronic mail. All such notices and other communications shall be sent to the addresses of the Parties set forth above, or such other (different and additional) places they may designate by like notice from time to time.
- 8.6 **Heading:** Titles of Clauses are included for convenience of reference only and shall not affect the interpretation of this MOU.
- 8.7 **Costs and expenses:** Each of the Parties hereto shall pay their own costs and expenses (including the fees and costs of any financial or technical advisors, lawyers or accountants

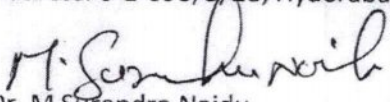
engaged by it) relating to the negotiation, preparation and execution of this MOU and all other related documents. Any costs/charges related to the payment of stamp duty w.r.t this MOU shall be borne equally by the Parties.

Activities and elements of this MoU requiring a financial component will be provided in each individual project-specific agreement as per UGC guidelines.

- 8.8 Relationship.** The parties are independent and mutually exclusive. This Memorandum does not create an exclusive relationship between the parties. ALITS's students, and employees are not TAL's employees. Neither party will pay any amount to the employees, resource persons, and/or researchers who participated in the project unless the parties mutually agreed upon writing.
- 8.9 Governing Law and Arbitration.** The laws of India govern this Memorandum. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Memorandum promptly by negotiation between executives. If the matter has been resolved within 30 days of a party's request for negotiation, either party may initiate arbitration as provided hereinafter. If such attempts at negotiation fail, the Parties agree that any disputes arising from this Memorandum shall be decided by arbitration by a sole arbitrator (appointed by the mutual consent of the parties) which shall be conducted, upon request by either party, in Andhra Pradesh (at a place as designated by courts in Andhra Pradesh), in English, by the provisions of the Arbitration and Conciliation Act, 1996. The cost and expenses of the arbitration proceedings shall be borne equally by the parties. Notwithstanding anything herein to the contrary, either party may proceed to courts in Andhra Pradesh to obtain injunctive or other equitable relief at any time.

Having reached agreement, the parties sign three identical copies of this document.

P Somayajulu
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