

MEMORANDUM OF UNDERSTANDING

between

THE PLACEMENT CELL



**P.G.D.A.V. College
University Of Delhi**



And



Youth Empowerment Foundation

This Memorandum of Understanding (the “MoU”) is entered into and signed on 25th February,
2021 and comes into effect as mutually agreed upon, by and between:

Youth Empowerment Foundation (YEF), having its registered address at 2932, 3rd Floor,
Sant Nagar, Rani Bagh, New Delhi-34, hereafter referred to as “YEF” ;

And

Pannalal Girdharlal Dayanand Anglo-Vedic (PGDAV) College, University of Delhi having registered its address at Ring Rd, Nehru Nagar, Lajpat Nagar, New Delhi, Delhi-110065, hereafter referred to as “P.G.D.A.V. college” or “PGDAV”; And collectively referred to as “Parties”;

WHEREAS, the Parties desire to enter into an agreement and desire to memorialize certain terms and conditions of their anticipated endeavor;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree to the following:

1. Background - Pannalal Girdharlal Dayanand Anglo-Vedic (PGDAV) College, University of Delhi was founded in 1957 by DAV College Managing Committee, is a co-educational, NAAC accredited institution. It draws its traditions of excellence and learning from two eminent institutions of higher education in India, the University of Delhi and the DAV Education Trust, the world's largest NGO in the field of education, with over 900 schools and colleges, and a university, not just within the country, but also around the world.

Youth Empowerment Foundation (YEF) is an NGO registered under the societies registration act, engaged in welfare activities and for training and development of youth.

The Placement Cell, P.G.D.A.V. College is organizing its Annual Internship Fair, Converge'21 on the 2nd of March, 2021, with the purpose of recruiting students for placements as well as

interns in the upcoming event Converge'21.

2 Purpose and scope - This Memorandum of Understanding is set up for and is limited to the collaboration of the two parties regarding the Annual Internship Fair, Converge'21 on the 2nd of March, 2021; as mentioned above.

3 Responsibilities -

a. **PGDAV's Responsibilities:** The College is responsible for providing an apt environment (including any specified requirements) for the selection process to take place.

b. **YEF responsibilities:** YEF will be responsible -

i. **For CV Collection:** YEF is responsible for taking the selection forward within a week's time after they have received the CVs and update the college regarding the selected candidates as soon as possible.

ii. **For Live Interview and screening on 3D Platform:** YEF is responsible to be present at the given date and time, for the discussed set of internship profiles. In case YEF fails to register its presence for the event, they're liable to pay a cancellation fee of Rs 1,499.

4 Intellectual Property Right - All the data exchanged as a part of this collaboration, shall be used by both the Parties in limitation to and with regard to this collaboration only. The liability for any misuse of the data, thus exchanged, shall extend to the party which has misused the data and shall be treated as a violation to this understanding. The parties agree, that they shall share the information they believe to be true to the best of their knowledge. If any information shared by one party is believed to be contrary to this by the other party, then the issue must be conveyed to the concerned party immediately. To prevent the spread of misinformation, the concern must be addressed on a priority basis by both the parties.

5 Confidentiality - Any information shared between the Parties specifically for the said

engagement will be treated by both parties as confidential unless indicated otherwise and it shall not lapse even with the termination or expiry of this understanding.

6. Tenure and Termination - The duration of this MoU is for the period starting date of signing to the date of Converge'21 ,i.e. 2nd of March 2021. This MoU may be terminated by the mutual understanding of the parties, and shall automatically terminate only upon completion of all responsibilities unless otherwise amended. Both parties have a right to terminate the association for a substantial reason or due to any violation of this understanding. A notice of termination must be provided 24 hours prior to the time of termination.

7. Costs and Funding - The parties shall each be responsible for any costs associated with their responsibilities under this Memorandum of Understanding. At no point, YEF is expected to pay PGDAV or any member of the PGDAV team unless agreed between the parties contractually and except in accordance with the other provisions of this understanding. Neither party shall claim any funds contrary to any provision of this understanding.

8. Terms and conditions - It is mutually understood and agreed upon, by and between the parties that:

- a. In case YEF doesn't take the process forward after the sharing of CVs, they're liable to pay a cancellation fee of Rs. 1,499. In case YEF fails to register its presence for the event, they're liable to pay a cancellation fee of Rs 1,499.
- b. YEF can screen the candidates and finish processing the applications within a week. YEF can however keep the candidates under probation for 10 days after the intern joins in the relevant profile. If any candidate fails to perform in accordance with the requirements of the profile the intern is selected for, YEF will not be liable to pay any amount whatsoever for terminating the intern.

- c. If the candidates selected fail to perform or violate any principle or discipline of the organization, YEF can take actions according to the rules and regulations of the organization which may extend to termination. YEF won't be liable to pay any amount to anyone for the actions it takes against the selected interns on the basis of their conduct and performance.
- d. Each party takes legal and financial responsibility for the actions of its respective employees. Each party agrees to indemnify, defend and hold harmless the other to the fullest extent permitted by law from and against any and all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorney's fees, arising out of or resulting from the indemnifying party's acts or omissions related to its participation under this MoU, and each party shall bear the proportionate cost of any damages attributable to the fault of such party, its officers, agents, and employees. It is the intention of the parties that, where the fault is determined to have been contributory, principles of a comparative fault will be applied.
- e. This MoU may be amended from time to time by a mutual understanding of the parties in a written modification signed by both parties. If there is any change in the responsibilities, however, a new MoU shall be signed, deeming this MoU void.
- f. The violation of terms under this understanding can lead to (but may not be necessarily limited to) termination of this understanding after a proper communication and discussion between the parties to this effect.
- g. The parties shall enjoy complete freedom from the interference of the other with respect to decisions taken to fulfill their responsibilities/liabilities under this understanding.

Declaration of acceptance

The parties accept that they have read and understood the MoU thoroughly (6 pages inclusive of the cover page and this page) and do hereby agree to be bound by its terms.

AUTHORITY TO SIGN. Each individual signing this understanding directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the understanding on behalf of the entity for whom it is indicated he/she has signed. A signature transmitted by facsimile or as a pdf copy to electronic mail shall be treated as original for all purposes.

Signature: 

Name : RamBabu Sharma

Designation :President

Date: 24th February, 2021

Signed on behalf of YEF

Signature: 

Name:Sarthak Arora

Designation : President

Date: 28th February, 2021

Signed on behalf of PGDAV