



**THIS MEMORANDUM of AGREEMENT cum SUB-CONTRACT TO BE a PROMOTER OF CSR 2017 for the \_\_\_\_\_ ZONE is made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the following individuals/ Party:**

**BETWEEN: \_\_\_\_\_, On behalf of GIVE GLOBALLY FOUNDATION, USA, as per the contract signed dated: \_\_\_\_\_ whose registered office is at \_\_\_\_\_.** Hereinafter referred as **The First Party**

**AND**

**\_\_\_\_\_, (Registered under \_\_\_\_\_) with Regd. No.- \_\_\_\_\_, a \_\_\_\_\_ organization, whose registered official address as per the provided information is at: \_\_\_\_\_ herein after referred as the Second Party**

**(Herein after referred to individually as a “Party” and collectively as “the Trusts”)**

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## RECITALS

**WHEREAS** the **First Party** approved the **CSR-2017** Sub-Tender Application of the **Second Party**, and the **Second Party** wishes to promote/ co-operate over the smooth management of the CSR=2017 promotion activities of the First Party and for the promotion of the aims and objectives of the charitable trust Lead India foundation and the second party is ready to work with the First Party without remuneration and without demanding any investment from Lead India Foundation or its partners, but the second party will be eligible to take 75% of the generated business revenue coming from the said business CSR 2017 as per the Terms and Conditions mentioned and discussed in the Tender Application of CSR 2017.

**AND WHEREAS** this MEMORANDUM OF AGREEMENT cum Contract sets out the relationship between the charitable trust/ Pvt. Ltd. Company and the Individual/ Organization as the member of the trust to start partnership with entrepreneurship spirit for the work related to Ranking of educational Institutions and its development purely philanthropic purpose. In General the **Second party** has showed its interest to work as the partner of the **First Party** as per the Terms and Conditions of the CSR 2017 and at the same time the second party offered its interest to open its office at the address

\_\_\_\_\_, grant the right to the First Party to work there in, the Second Party will work without any honorarium or salary or Grant from the **First Party**, but share the profit and loss of the first party 40:60 of the CSR 2017 as per the tender norms. In regard to this interest of the **Second Party**, the first party on the other hand Authorized the second party to have the offices in the Name of the organization, in the \_\_\_\_\_ **State of India** and to do all the written permitted activities of the First Party in the said Zone, The **Second Party** will play the Vital role to expand, propagate the vision and action of the Organization in the North Zone, the areas or states have been specified in the website [www.csr.givegloballyfoundation.org](http://www.csr.givegloballyfoundation.org). opening office/offices and for which it will not demand any investment/ rent, lease amount or any other expenses/fees/donations/grants/fund from the India/ USA Office or the **First Party/ Give Globally Foundation or Lead India Foundation** without any further condition.

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**IT IS HEREBY AGREED AS FOLLOWS:-**

**1. DEFINITIONS**

**1. Definition and Purpose**

1.1 In this Agreement, the following terms shall have the following meanings: **“Background IPR”** means all patents, designs, copyright (including copyright in software), database rights, and any other intellectual property rights excluding Foreground IPR, owned by any of the Trusts, in the field and which are necessary for the exploitation of Foreground IPR in accordance with this Agreement.

**“Business Day”** means any day other than a Saturday or Sunday or a public or bank holiday in India.

**“Confidential Information”** means all information that is marked as confidential and that is disclosed by one Party to the others for the purpose of conducting the Project, including, without prejudice to the generality of the foregoing, any ideas; finance; financial, marketing, development or manpower plans;

**“Association”** computer systems and software; products or services, including but not limited to know-how and information concerning relationships with other Trusts and all records, reports, documents, papers and other materials whatsoever originated pursuant to this Agreement means the Trusts collectively. **“Effective Date”** Means the date when both trusts have signed this Agreement.

**“Project Manager”** means the person appointed by the Association to run the day-to-day operation of the School or educational Institute.

**“Personnel”** means any employee, director, agent, subcontractor or other person engaged by a Party,

**“Steering Group”** means the committee appointed to be responsible for managing the School, whose individual members are set out in Schedule 2.

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1.2 Headings contained in this MoA are for reference purposes only and shall not be deemed to be an indication of the meaning of the clause to which they relate.

1.3 Where the context so implies, words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.

The Trusts to this Agreement desire to engage in discussions regarding present and/or potential future business relationships. This Agreement combines a non-disclosure, a non-competition, and a non-circumvention agreement. The Trusts intend to engage in substantive discussions and sharing of confidential information regarding certain new and useful education related service opportunities, trade secrets, business entity formation and structuring, and tax planning. In connection with these discussions, it may be necessary and/or desirable for the Trust to provide the Confidant with, or allow access to, proprietary, technical, or business data, and/or other confidential information of the Trust (collectively the "Confidential Information").

Therefore, the Confidant, individually and on behalf of those they represent, agree that they are under an obligation of confidentiality. The Trust believes, and the Confidant hereby agrees, that the Trust's Confidential Information has significant commercial value that would be diminished by unauthorized disclosure. Accordingly, the commitments of confidentiality in this Agreement are a condition to the Confidant's willingness to engage in the contemplated business discussions and planning. The Confidant agrees that it shall not use any advantages derivable from such information in its own business or affairs, unless the same is done pursuant to a new agreement with all other signatories to this document. Each signing party shall be held responsible and liable in case of a breach of this Agreement both in their professional and personal capacity.

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## 2. Confidential Information

Confidential Information shall include, and shall be deemed to include, all information conveyed by the Trust to the Confidant orally, in writing, by demonstration, or by other media. Confidential Information shall be considered as such at the time of transmittal. Confidential Information may include, by way of example but without limitation data, know-how, contacts, contracts, software, formulas, processes, designs, sketches, photographs, plans, drawings, specifications, samples, reports, information obtained from previous or current participants in programs of the Trust, and information relating to transactional procedures. However, Confidential Information shall not include information, which can clearly demonstrate to be:

- a. Generally known or available to the public, through no act or omission on the part of the receiving party; or
- b. Provided to the receiving party by a third party without any restriction on disclosure and without breach of any obligation of confidentiality to a party to this Agreement; or independently developed by the receiving party without use of the Confidential Information.

## 3. Obligation of Confidentiality

The Confidant agrees that when receipt of any Confidential Information has occurred:

- a. The Confidant shall not disclose or communicate Confidential Information to any third party, except as herein provided. Confidant shall protect such information from disclosure by reasonable means, including but not limited to at least the same minimal level of security that Confidant uses for its most crucial proprietary and trade secret information.

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b. Confidant shall reasonably protect the Confidential Information with not less than the same degree of care exercised by its own personnel to protect its own, or publication of its own, most valuable confidential and proprietary information.

c. The Trust shall permit access to its Confidential Information to the Confidant's agents or employees or third Trusts only if such disclosure is reasonably believed to be necessary to the purposes of the Confidant evaluating, contemplating, recommending, or engaging in any program or service offered by the Trust or for the purpose of entering into a Social Service relationship with the Trust, and only if said agents, employees, or third Trusts:

1. Reasonably require access to the Confidential Information for purposes approved by this Agreement, and
2. Have been apprised of this Agreement and the Confidant's obligations to maintain the trade secret status of Confidential Information and to restrict its use as provided by this Agreement.

#### 4. Obligation of Non-Competition

A Trustee who retires or withdraws from the Trusteeship shall not directly or indirectly engage for five years in as which is or which would be competitive with the existing or then anticipated business of the Trusteeship for a period of 5 years, in those places of this State where the Trusteeship is currently doing or planning to do business. The non-competition provisions of this Agreement are an essential and material part of the total agreement, by which the Confidant agrees it shall not use any advantages derivable from such confidential information in its own business or affairs, unless the same is done pursuant to a new agreement executed by all signatories to this document.

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## 5. Non-Circumvention

The Confidant hereby agrees for himself or herself, their officers, directors, agents, associates and any related Trustees, that they will not, directly or indirectly, contact, deal with or otherwise become involved with any entity or any other entities or Trusts introduced, directly or indirectly, by or through the other party, its officers, directors, agents or associates, for the purpose of avoiding the payment to the Trust of profits, fees or otherwise, without the specific written approval of the Trust.

## 6. No Representations

The Confidant understands that the Trust makes no representation or warranty as to the accuracy or completeness of the information it provides to the Confidant. The Confidant agrees that neither the Trust, nor any of its advisers, representatives, agents, or employees shall be held liable for utilization of Confidential Information which results from the Confidant's use of said information.

## 7. Term

This Agreement shall, by mutual consent of the Trusts, remain in force and affect for a period of five years from the date signed and executed by all Trustees, with the effective date being the date on which the final signature is affixed hereto.

## 8. Jurisdiction

The jurisdiction for this Agreement is Gandhinagar, Gujarat, India. Should the parties assert that a violation has occurred; the Trusts agree that they shall be entitled to take action to remedy the violation in the locale and/or legal jurisdiction in which the violation occurred, and/or in any other locale or jurisdiction(s) which is appropriate, in the opinion of the Parties and their counsel.

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## 9. Miscellaneous

a. As used in this Agreement, the following terms shall have the following meanings:

1. "Agents or employees" includes the directors, officers and employees of any of the Trusts, it also includes the Confidant, any corporation, Trusteeship, association, business trust, contractual organization, group, or other entity of which the Confidant is a member, officer, director, agent, trustee, beneficiary, or has a position similar to the aforementioned.

b. Except for the limited right to use granted in section 3(c) herein, no right or license, either express or implied, under any patent, copyright, trade secret or other intellectual property right is granted hereunder.

c. **Agency or partnership relationship is created between the Trusts by this Agreement in the mutual understanding that The First Party will give the Work of CSR 2017 as per the Tender to the Second Party at the state level, for which the Second Party has paid a conditional refundable amount of INR 5,00,000 (Five lakh rupees only) to the first party and run the business of the first Party in India with its own (Second Party) investment. To be very clear, the first party will not pay any amount to run the business in India after the tender has approved and the second party has no right to demand any money for the loss incurred in this business and the first party has no right to demand any share from the profit of the Second party's business.**

d. No party has an obligation under this Agreement to purchase any service or item from any of the other Trusts, or to offer any service or item for sale to any of the other Trusts and that any agreement to have a business relationship between the Trusts will exist only when such agreement is in writing and duly executed by all the Trusts hereto.

e. **ANY** and **ALL** additions, modifications, and waivers of this Agreement must be made in writing and signed by all Trusts. However, the failure of a party to insist on full compliance with any provisions of this Agreement in a particular instance shall not preclude it from requiring full compliance thereafter.

f. This Agreement is made and shall be governed and construed in accordance with the laws of the State of Gujarat. The proper venue for any action arising from or in connection to the interpretation or enforcement of this Agreement shall be decided by the Trust.

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g. If any portion of this Agreement shall be held invalid, such invalidity shall not affect the other provisions hereof, and to this extent, the provisions of this Agreement are to be and shall be deemed severable. If any party hereto incurs any legal fees, whether or not action is instituted, to enforce the terms of this Agreement or to recover damages or injunctive relief for breach of this Agreement, it is agreed that the successful or prevailing Trusts shall be entitled to reasonable attorney fees and other costs in addition to any other relief to which it or they may be entitled.

h. This Agreement constitutes the entire understanding between all the Trusts and supersedes all previous understandings, agreements, communications and representations, whether written or oral, concerning the discussions by and between the Trusts hereto and the Confidential Information.

i. Day-To-Day Operation. The Trusts shall provide their full-time services and best efforts on behalf of the educational ranking services for which they have come to the stage of this agreement. No party shall receive a salary for services rendered to the agreement. Each party shall have equal rights to manage and control the work and its activities. Should there be differences between the parties concerning ordinary service matters, a decision shall be made by unanimous vote. It is understood that the parties may elect one of the Trustees to conduct the day-to-day business of the Trusteeship; however, no party shall be able to bind the agreement by act or contract to any liability exceeding Rs. 25 lacs without the prior written consent of each individual of the Trust.

j. Capital Contribution. The capital contribution of each party to the agreement shall consist of the following property, services, or cash which each Trustee agrees to contribute as per the provision made in the Tender published in the website of [www.csr.givegloballyfoundation.org](http://www.csr.givegloballyfoundation.org) and both the parties agreed to those conditions. By signing this contract second party declares that it is abided by the investment, sharing, payment rules and regulation mentioned in the tender format of CSR 2017.

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**Name of Trustee Capital Contribution Agreed-Upon Cash % Share**

k. Withdrawal/Death of Trustees. In the event a Trustee withdraws or retires from the Trusteeship for any reason, including death, the remaining Trustees may continue to operate the Trusteeship using the same name. A withdrawing Trustee shall be obligated to give sixty (60) days' prior written notice of his/her intention to withdraw or retire and shall be obligated to sell his/her interest in the Trusteeship. No Trustee shall transfer interest in the Trusteeship to any other party without the written consent of the remaining Trustee(s). The remaining Trustee(s) shall pay the withdrawing or retiring Trustee, or to the legal representative of the deceased or disabled Trustee, the value of his interest in the Trusteeship, or (a) the sum of his capital account, (b) any unpaid loans due him, (c) his proportionate share of accrued net profits remaining undistributed in his capital account, and (d) his interest in any prior agreed appreciation in the value of the Trusteeship property over its book value. No value for good will shall be included in determining the value of the Trustee's interest.

l. Profits and Losses. The profits and losses of the Trusteeship shall be divided by the Trustees according to a mutually agreeable schedule and at the end of each calendar year according to the proportions listed above.

m. Term/Termination. The term of this Agreement shall be for the present event of CSR 2017, unless the Trustees mutually agree in writing to a shorter period. Should the Trusteeship be terminated by unanimous vote, the assets and cash of the Trusteeship shall be used to pay all creditors, with the remaining amounts to be distributed to the Trustees according to their proportionate share.

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## 10. Mutuality

To the extent that confidential information is disseminated or exchanged by both Trusts, such information shall be confidential as to Trusts, the Companies and the Confidant. The final financial terms and conditions are as below which has been discussed and agreed upon unanimously by both the parties

### Payment and Other Terms

**The Sub Tenderer will Pay an amount of 5,00,000 INR to get the right of doing marketing of the Program**

**This 5,00,000 INR will be refunded to him after the successful promotion of the program in its state provided that the sub tenderer achieves the target of 1000 schools in its state.**

**Other terms and conditions of the program may be discussed and signed with the sub tenderer during the signing of the contract.**

**The Sub Contractor may get other rights for the promotion of the program in writing through the parent organization i.e. Lead India Foundation**

**The Sub Contractor has no right to publish any thing without the prior permission of the parent organization Lead India Foundation.**

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## Payment Details

The First Party declares the receipt of a Conditional refundable payment of INR 5,00,000 from the Second Party through bank transfer and other financial transactions will be done as per the provision made in the CSR 2017 tender terms and conditions. Both the parties have agreed upon the terms and conditions mutually and after a full understanding.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.  
(day) (month)

<b>Second Party</b> (Print Name) _____ Adhaar Card No #: _____ By: _____ Title: _____	<b>First Party</b> (Print Name) _____ Adhaar Card No #: _____ By: _____ Title: _____
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INDIANA 120, East Market Street, Suite 808, Indiana Polis, IN 46204 <a href="http://www.givegloballyfoundation.org">www.givegloballyfoundation.org</a>		Plot No. 168, Near Dr. Gunjan Jain Children Clinic, Sector, Sector-21, Gandhinagar, Gujarat (INDIA) <a href="http://www.leadindiafoundation.org">www.leadindiafoundation.org</a>
—Organized By—		—Event Promoter—
 <b>GIVE GLOBALLY FOUNDATION</b> <small>Networks   Fund Raising   Capacity Building   Consulting   Research   Training</small> <b>+1 (917)-907-3208</b>		 <b>LEAD INDIA FOUNDATION</b> <small>Networks   Fund Raising   Capacity Building   Consulting   Research   Training</small> <b>+91-89052 33043</b>

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