



Knowledge Villa Integrated
Education & Welfare Society
(REGD. UNDER ACT XXI OF 1860)

Circle No. 110, Gurmukh House, Main Majitha Road, Opp. Canara Bank, Amritsar.

Ref. NO. Kviewws/22/113

Dated 01/03/2022

MEMORANDUM OF UNDERSTANDING

BETWEEN

KNOWLEDGE VILLA INTEGRATED EDUCATION AND WELFARE SOCIETY (KVIEWWS BLOOD BANK) BLOOD BANK, AMRITSAR, REGD. UNDER ACT XXI OF 1860, Circle No. 110, GURMUKH HOUSE, MAIN MAJITHA ROAD, AMRITSAR

&

DAV INSTITUTE OF ENGINEERING & TECHNOLOGY (DAVIET), JALANDHAR

(For organization of Blood Donation Camps, Arrangement of Blood in the hour of need to the students, staff and faculty from the designated hospitals as per the list provided by KVIEWWS Blood Bank and Holistic Development of College Youth).

This Memorandum of Understanding (MoU) is entered in at Jalandhar on date 01st March, 2022 (the Effective Date"). Knowledge villa integrated education and welfare society (KVIEWWS) blood bank, Amritsar, regd. Under act XXI of 1860.

and

DAVIET, Jalandhar is an Educational Institute accredited by NAAC with 'A' Grade & Recognised by UGC under Section 2(f). DAVIET got established in the year 2000 under the aegis of DAV College Trust & Management Society, New Delhi that is the largest non-government educational organisation managing more than 900 institutions across


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 **DONATE BLOOD**  **TO SAVE LIVES**

the length & breadth of the country. The Institute is approved by AICTE, New Delhi, and affiliated to IKG Punjab Technical University, Jalandhar. DAVIET is a premier Institute in the most vibrant fields of Engineering & Technology, Business Management and Computer Applications. Our affiliating university i.e. IKG-PTU, Jalandhar has recognized us as the "Best Engineering College" of the University in the year 2013. A maximum number of merit positions are bagged by our Institute; in the history of IKG PTU, no one has still challenged our overall position in Youth Festival and we have proudly won and retained the overall championship trophy and zonal youth festival trophy for the last twenty (+) years. Also, we continue to remain amongst the top two positions in all sports events.

Knowledge villa integrated education and welfare society (KVIEWWS) blood bank, Amritsar and DAVIET Jalandhar shall here in after be individual referred to as a "Party" and collectively be referred to as "Parties":

Recitals:-

- a. KVIEWWS blood bank is voluntary organization in India, has been working in India in the areas of Health (**organization of Blood Donation Camps, Arrangement of Blood in the hour of need**), Education (helping needy students financially) and Tree Plantation(our organisation organizes tree plantation activities and inculcates the sense of responsibility among the students. We have adopted thalassemia patients (Children)approx. 30. We provide them blood along with filters, medicines totally free of cost and without any replacement.
- b. And whereas as DAVIET Jalandhar in an educational institute, working in educational provision for society particularly Youth, Development, Promotion of education, placement of employable Youth and largely development to HR of World. Provide education services and projects in the form of HR.
- c. And whereas DAVIET is in pursuit of its education services in activities involved in sustainable development of society through source of education.
- d. KVIEWWS blood bank believes that in addition to formal classroom education it is most important to develop and implement program in areas of health, education to involve the students in National Reconstruction.



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- e. In furtherance of the above the parties going to conclude a MOU that is flexible under which KVIEWWS blood bank and DAVIET shall collaborate on sustainable development of society in Health (**organization of Blood Donation Camps, Arrangement of Blood in the need of hour**) and Education development programs from time to time.

Now this MOU witness as follows:-

1. The purpose of MOU:-

The main objective of MOU is to work toward helping the society through Health (Blood Donation and arrangement) and education programs. Since most stake holders have indentified low awareness and lack of promotion is the key Barriers in bringing in a behavior change among youth and people. **The program aims to create awareness on sustainable life style patterns among college employees, teachers, different bodies, students at large and other youth.** The programs shall also inspire college youth on Blood Donation and arrangement and better management of all college resources for National reconstruction for a better India. The students is youth group is also seen at effective change makes and can influence the family behaviors and hence in a key entry point. KVIEWWS blood bank and DAVIET, Jalandhar agree to work together for program/projects during the terms of this MOU. The said approved proposal/ Assignment shall be governed by the terms and conditions of this MOU. The assignment will consist of following: scope of the assignment, Finance terms, terms lines, obligations and termination. In the event of conflict between the term of the MOU and assignment the assignment shall prevail.

Scope of the Assignment/programme:

For organization of Blood Donation Camps, Arrangement of Blood in the hour of need to the students, staff and faculty from the designated hospitals as per the list provided by KVIEWWS Blood Bank and Holistic Development of College Youth.



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2. The responsibilities:-

DAVIET:

- a. DAVIET will provide all support for development and implementation of the mutually agreed programs/ assignments.
- b. DAVIET shall provide finance where permanent assets are being created mentioned under the responsibilities. The mechanism for such facts will be agreed between KVIEWWS BLOOD BANK and DAVIET in the assignments (s).

KVIEWWS BLOOD BANK:

A KVIEWWS BLOOD BANK shall create awareness regarding Holistic personality development in Health (Blood Donation and arrangement) and Education.

B KVIEWWS BLOOD BANK shall sensitize and inform the target group on benefits of Holistic Development.

C KVIEWWS BLOOD BANK shall encourage and motivate the target group to initiate action for Holistic Development in campus, neighborhood areas.

Joint Obligation:-

The Program/ Assignment shall be planned and conceived jointly by KVIEWWS BLOOD BANK and DAVIET, Jalandhar while execution of activities shall be planned and conceived jointly by KVIEWWS BLOOD BANK and DAVIET, Jalandhar while execution of activities shall be with KVIEWWS BLOOD BANK with the official involvement of DAVIET, Jalandhar.

The intellectual property right:

- a. This agreement shall not affect the respective property rights vested in the parties to the agreement. The IPR shall mean all forms of intellectual properties rights subsisting under any law or equity and all analogous rights subsisting under the laws of all judicial and shall include of any product or process of the human intellect whether register able patent, trademarks, copyrights, designs or otherwise such an invention or derivate work of the same expression or literary creation, unique name, trade sector, business method, database, computer program, source code, process presentation etc.
- b. DAVIET shall at all times recognize the validates of intellectual property rights and ownership of the IPR with the sole presenting sponsor and will not any time put the issue the validity or ownership of such intellectual property rights.



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c. DAVIET shall all times recognize the validity of the trademarks, insignia and ownership of the KVIEW'S BLOOD BANK and will not any time put in issue the validity and ownership of the trademark/insignia oh KVIEW'S BLOOD BANK.

3. Audit:-

Both the parties reserve the right to audit the accounts of related to mutual agreed programs/assignments

4. Confidentiality:-

a. The parties acknowledge a duty from the date of signing this agreement and after the termination or expiry of this agreement not to disclose without the other's prior written permission any information either concerning the other's business carried on or proposed or intended to be carried on, its prospective plans, members or associates.

b. The restrictions in clause 4(1) shall not prevent the disclosure or use of confidential information is necessary for the proper performance of the party's duties under this agreement or disclosure of agreement of such information has come into the public domain otherwise than through unauthorized disclosure.

C Each of the parties undertake the other to take all such steps as shall from time to time be necessary to ensur compliance with the provisions of clause(4) above by its officers, employs, volunteers, members and other agents.

d. No party shall make any publicity on the contents of this MOU by press release or reference to the MOU with the consent of other party.

e. Affiliates of a party here to engaged in the performance of this MOU shall not be deemed to be third parties for the purpose of this clause 4 on condition that disclosure of information occurs on a need to know bases only and the respective party ensure full compliance by such affiliates of all the provision of this clause 4.

5. Termination:-

a. Either party shall have the right to terminate this agreement for convenience and with liability upon providing no less then (2) month's prior written notice.

b. Either party (the "Non-defaulting party") may, with penalty or compensation to the other party (the " defaulting party"), terminate this agreement at any time, effective upon written notice to the defaulting party in anyone of the following events:

The defaulting party material breaches this agreement and such breach remains UN-remedied for 30 days following written notice of breach by the non-defaulting part or The


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defaulting party fails to meet its performance obligations and such obligation remain unmet for 30 days following the Non-defaulting parties written notice of non-performance or The defaulting party is adjudged or becomes bankrupt or insolvent, is unable to pay its debts as they become due, or makes an assignment for benefits of its creditors; or The defaulting party voluntary or involuntary volunteers to dissolve or windup its affairs upon the termination of this agreement, any unspent money or infrastructure retained by DAVIET, Jalandhar shall be refunded to KVIEW'S BLOOD BANK within 14 days of its demand by KVIEW'S BLOOD BANK.

6. Governing law and jurisdiction:

a. This agreement (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this agreement or its formation) shall be governed by and construed in accordance with the laws of India.

b. All disputes arising out of or in connection with this agreement, including any question regarding its existence, validity or termination shall be amicably resolved in good faith within 2 weeks after written notice by one party to the other party of such disputes, failing which such disputes shall be referred to and finally resolved by arbitration in Jalandhar in accordance with the provisions of Arbitration and Conciliation Act, 1996 including any reenactments, amendments or modifications thereof. The language of arbitration shall be English, Punjabi or Hindi. The arbitration tribunal shall consist of three arbitrators. KVIEW'S BLOOD BANK and DAVIET, Jalandhar will appoint one arbitrator each and the two appointed arbitrators will appoint the third arbitrator. The award shall be final and binding on both parties. Where reference to the courts is necessary, the parties hereby submit to the exclusive jurisdiction of the courts of Jalandhar.

7. Contact Information:

The contact persons of the parties concerning any issues relating to this MOU are:

DAVIET:-

Attention:- Dr. Manoj Kumar,

Principal, DAV IET, Jalandhar

Address:- DAV Institute of Engineering & Technology, Jalandhar

Phone:- 9478101 102

Email:- principal@davietjal.org


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KVIEWS BLOOD BANK:-

Attention:- Bikramjit Singh

Address:- Circle No. - 110, Gurmukh House, Main Majitha Road, Amritsar

Phone:- 9815877550, 7888734347

Email:-bee_kayvee@yahoo.co.in

8. Miscellaneous:-

- a. This MOU embodies the entire understanding between the Parties relating to the subject matter hereof and it expressly supersedes all previous understandings and communications between the Parties, whether written or oral. No amendment, modification or alteration of this MOU shall be valid unless executed in writing by authorized signatories of both parties.
- b. This MOU does not constitute and shall not be construed as constituting a partnership or joint venture. Neither Party shall have any right to obligate or bind the other Party in any manner whatsoever, and nothing herein contained shall give, or is intended to give, any rights of any kind to any third Person other than as is specified herein. This MOU does not constitute and shall not be construed as an agent/principal or employee/employer relationship between the Parties.
- c. No waiver of any provision of this MOU shall operate as a waiver of any other or subsequent breach thereof or of the provision itself or of any other provision.
- d. No provision of this MOU shall be deemed to have been waived unless such waiver is in writing and signed by the party waiving the same.
- e. Other than is permitted herein neither party shall use the other party's name or refer to the other party directly or indirectly in any media release, public announcement or public disclosure relating to this MOU or its subject matter, including but not limited to in any promotion or marketing materials, customer lists or business presentations without consent from the other party for each such use or release. The foregoing restriction shall not apply to the extent of any public disclosure mandated by law.
- f. In the event that the delay or non-performance of a Party hereto continues for a period of consecutive thirty (30) days due to force Majeure Event, then the other Party shall have the right to terminate this MOU with immediate effect without liability.
- g. The Parties shall endeavor to complete the pending assignment after expiration of force Majeure terminate the Assignment and perform their respective obligations till the effective date of termination.



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9. Validity

This MOU shall commence from 01st March, 2022 and shall be going until either party chooses to terminate as per clause 5 of this MOU.

The parties have executed this MOU through their authorized representatives who have Signed below.

Acceptance and Signature

The above terms and condition are mutually acceptable.

For and on behalf of KVIEWWS BLOOD BANK, Amritsar

Signed by:



Name :- Bikramjit Singh

Title:- President, KVIEWWS BLOOD BANK

Address:- Circle No. - 110, Gurmukh House, Main Majitha Road, Amritsar

Phone:- 9815877550, 7888734347

Email:-bee_kayvee@yahoo.co.in

Date : 01st March, 2022

For and on behalf of DAVIET, Jalandhar

Signed by :

A handwritten signature in black ink.

Principal
D.A.V. Institute of Engineering & Technology
Kabir Nagar, Jalandhar-144008

Name:- Dr. Manoj Kumar

Title:- Principal DAV IET, Jalandhar

Address:- DAV Institute of Engineering & Technology, Jalandhar

Phone:- 9478101 102

• Email:- principal@davietjal.org

Date:- 01st March, 2022