

THIS MEMORANDUM of AGREEMENT cum CONTRACT TO BE a PARTICIPANT OF CSR 2020 for the **Secondary and Higher Secondary Schools** is made this _____ day of _____, 2020, by and between the following individuals/ Party:

BETWEEN: LEAD INDIA FOUNDATION, On behalf of GIVE GLOBALLY FOUNDATION, USA, whose registered office is at 120, East Market Street, Suite 808,Indianapolis, IN 46204. Hereinafter referred as **The First Party**

AND

_____, (Registered under _____ Act) with **Regd. No.-** _____, a not for profit making organization, whose registered official address as per the provided information is at: _____ herein after referred as **the Second Party**

(Hereinafter referred to individually as a “Party” and collectively as “the Parties”)

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RECITALS

WHEREAS the **First Party** approved the **CSR-2020** Application of the **Second Party**, and the **Second Party** wishes to Participate/ promote/ co-operate over the smooth management of the CSR=2020 promotion activities of the First Party and for the promotion of the aims and objectives of the charitable Party Lead India foundation and the second party is ready to work with the First Party for the ranking purpose of its institution under the program CSR 2020 as per the Terms and Conditions mentioned and discussed in the website of CSR 2020.

AND WHEREAS this MEMORANDUM OF AGREEMENT cum Contract sets out the relationship between the charitable Party/ Pvt. Ltd. Company and the Individual/ Organizations/ institution/ School/ to participate in the School Ranking program as per the norms by paying and amount of _____ USD 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 customer of the **First Party** as per the Terms and Conditions of the CSR 2020 and at the same time the second party offered its interest to provide all the related information/ document as per the norm of CSR 2020 to the first party at its office and grant the right to perform all the activities that may require for the ranking of the schools without any objection to the following address:

_____, grant the right to the First Party to work there in, the Second Party will participate by paying a service invitational donation. Fees to the first party without asking/ intending any Grant from the **FirstParty**, but share the documents and information with the first party for the CSR 2020 as per the norms. In regard to this interest of the **Second Party**, the first party on the other hand Authorized the second party to participate in the program of CSR 2020, as per the criteria mentioned / specified in the website www.csr.givegloballyfoundation.org.

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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 Parties, 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 Parties and all records, reports, documents, papers and other materials whatsoever originated pursuant to this Agreement means the Parties collectively. **"Effective Date"** Means the date when both Parties 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 different document.

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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 Parties to this Agreement desire to engage in discussions regarding present and/or potential future CSR 2020 (Country Level School Ranking) relationships. This Agreement combines a non-disclosure, a non-competition, and a non-circumvention agreement. The Parties 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 Party to provide the Confidant with, or allow access to, proprietary, technical, or business data, and/or other confidential information of the Party (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 Party believes, and the Confidant hereby agrees, that the Party'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 Party 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 Party, 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 Party shall permit access to its Confidential Information to the Confidant's agents or employees or third Parties 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 Party or for the purpose of entering into a Social Service relationship with the Party, and only if said agents, employees, or third Parties:

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 Party who retires or withdraws from the Part 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 Party for a period of 5 years, in those places of this State where the Party 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 Party, that they will not, directly or indirectly, contact, deal with or otherwise become involved with any entity or any other entities or Parties 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 Party of profits, fees or otherwise, without the specific written approval of the Party.

6. No Representations

The Confidant understands that the Party 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 Party, 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 Parties, remain in force and affect for a period of five years from the date signed and executed by all Partyees, 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 Parties 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

Parties, it also includes the Confidant, any corporation, Partnership, association, business Party, contractual organization, group, or other entity of which the Confidant is a member, officer, director, agent, Party, 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. **CSR 2020 Program Partnership relation is created between the Parties by this Agreement in the mutual understanding that The First Party will carry on the Work of CSR 2020 as per the norms for the Second Party, for which the Second Party has paid a non refundable amount of USD _____(_____ US Dollar only) to the first party and participate in the School ranking program 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 program in India and the second party has no right to deny for providing any information or document to the first party for the smooth running of the program.**

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

e. **ANY** and **ALL** additions, modifications, and waivers of this Agreement must be made in writing and signed by all Parties. 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 First Party. The first party reserves all the rights to alter/ change/ cancel any part or whole part of this contract or agreement.

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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 Parties 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 Parties and supersedes all previous understandings, agreements, communications and representations, whether written or oral, concerning the discussions by and between the Parties hereto and the Confidential Information.

i. Day-To-Day Operation. The Parties 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 Parties to conduct the day-to-day business of the Participation; 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 Party.

j. Capital Contribution. The capital contribution of each party to the agreement shall consist of the following property, services, or cash which each Party agrees to abide as per the provision made in the program published in the website of 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 this contract format of CSR 2020.

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Name of Party Capital Contribution Agreed-Upon Cash % Share

k. Withdrawal/Death of Party. In the event a Party withdraws or retires from the Participation of the program for any reason, including death, the remaining Party may continue to operate the Participation using the same name. A withdrawing Party 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 Participation of the program. No Party shall transfer interest in the Participation in the program to any other party without the written consent of the remaining Party(ies). The remaining Party(ies) shall pay the withdrawing or retiring Party, or to the legal representative of the deceased or disabled Party, the value of his interest in the program, 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 Participation property over its book value. No value for good will shall be included in determining the value of the Party's interest.

l. Profits and Losses. The profits and losses of the Program shall not be disclosed by the First Party 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 2020, unless the Parties mutually agree in writing to a shorter period. Should the Participation in the program be terminated by either Party, No fees will be refunded or no payment will be done by the first party to the second party in any case.

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10. Mutuality

To the extent that confidential information is disseminated or exchanged by both Parties, such information shall be confidential as to Parties, 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.

All the interested Schools must pay one-time fees to participate in the program along with the documents. The Fee is as below:

All the interested but highly eligible schools must send a request directly to info@givegloballyfoundation.org to participate in the CSR 2020 with all the required documents. The documents they require to send us are:

- **The School Registration Certificate**
- **School Bye Law or Deed or MoA**
- **A short presentation of school**
- **Website, social media details of school**
- **Details of Board of Directors with their short profile**
- **Detail of School Principal and short profile**
- **Details of School faculties and staff with their contact email, phone number**
- **Details of the Students with their Contact address, phone number email ID**
- **Details of parents with their contact address phone number and email ID**
- **The Survey format duly completed**
- **A Demand Draft or Cheque/ RTGS receipt in the name Lead India Payble at Gandhinagar, Gujarat**

Important Dates and Time Schedule of Country Level School Ranking Program 2020

- ✓ **Submission of the Document by the Schools: Within Five Days of the Registration**
- ✓ **Issuance of Welcome Letter to the Schools from Lead India Foundation: After Five Days and before fifteen days of the Submission of the Documents**
- ✓ **Submission of the School Data for the Ranking by the Schools: Within 20 Days of the Registration**
- ✓ **Survey will be conducted: Between 30 to 45 days of receiving all the Data from the School for the Ranking**
- ✓ **City Level Talent Program for the Students and Ranking Event will be held between 10 to 15 days of the Final Participation of the Schools**
- ✓ **State Level Talent Programs for the Students and Ranking Event for the schools will be held after 7 days of City Level Event and before 15days of the City Level Event.**
- ✓ **Country level Talent Program/ Ranking Event/ Prize and Certificate Distribution will be held between 30 to 45 days of the State level Program.**
- ✓ **All the programs will be published in Print Media and electronic media for the promotion.**

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Payment and Service Related to Ranking Details

The First Party declares the receipt of a non-refundable payment of USD _____ from the Second Party through bank transfer and other financial transactions will be done as per the provision made in the CSR 2020 Program terms and conditions. The First party reserves the right to Change/ alter/ cancel all or any of the terms and conditions mentioned in the contract. Both the parties have agreed upon the terms and conditions and the important note mentioned below the signature mutually and after a full understanding.

Executed this _____ day of _____, 2020.
 (day) (month)

| | |
|---|--|
| <p>Second Party (Print Name) _____ Adhaar Card No #: _____ By: _____ _____ Title: _____</p> | <p>First Party (Print Name) _____ Adhaar Card No #: _____ By: _____ _____ Title: _____</p> |
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Important Note:

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| <p>The First Party offers Free Trip to USA, only to the students of the Participating Schools, who have convinced the Schools as per the provision. Hence the Schools are requested to provide the name of the students who have convinced the School to participate in the program.</p> | <p>The first Party is also offers few prizes to the parents and Teachers who are convincing the Schools to participate in CSR 2020 Program.</p> <p>There are Certain Prizes for other peoples too, which will be declared after the ending of final registration of the schools.</p> |
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