

**MEMORANDUM OF UNDERSTANDING (MoU)**

**BETWEEN**



**SVKM'S NARSEE MONJEE COLLEGE OF COMMERCE AND ECONOMICS  
(AUTONOMOUS)**

**&**



**edYouth  
Learning  
Foundation**

**KNOWLEDGE KINDLES LIGHT**

*Section 8 Company License No: 127180 (2021)*

**EDYOUTH LEARNING FOUNDATION**

**FOR**

Internship/Mentorship Opportunities for NM College students at EDYOUTH

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein after called and referred to as the '**MOU**') is entered into on this Thursday the 19th of September, 2024 by and between:

SVKM's **Narsee Monjee College of Commerce and Economics (Autonomous)**, affiliated to Mumbai University, NAAC accredited 'A', Swami Bhaktivedant Marg, Bhagubhai Mafatlal Polytechnic Complex, opp. Cooper Hospital, Vile Parle West, Mumbai, Maharashtra - 400056, the first Party represented herein by its Principal, Dr. Parag Ajagaonkar (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office, administrators and assigns).

AND

**EDYOUTH LEARNING FOUNDATION**, CIN: U80302MH2021NPL364007, having registered office at 502 Bhanu Kunj, 43 Swastik CHS, N.S. Road No. 3, JVPD, Mumbai, Maharashtra - 400056, the Second Party represented herein by its Founder and Director, Mr. Vidur Dhabaria (hereinafter referred as 'Second Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office, administrators and assigns).

WHEREAS:

A. First Party is a Higher Educational Institution named:

**SVKM's Narsee Monjee College of Commerce and Economics (Autonomous) having their objectives :**

- Impart education of the highest standard through value based holistic teaching and learning by integrating traditional and innovative practices.
- Create a platform for students for exploring their creative potential and nurturing the spirit of entrepreneurship and critical thinking
- Inculcate a strong belief in hard work and core values of gender equality, human rights and ecology in order to make them socially responsible citizens.
- Equip students with the skills needed to adapt better to the changing global scenario and gain access to multiple career opportunities.
- Provide inclusive education by making it accessible to all sections of society. To maintain and promote quality, transparency, compliance and sustainability in governance

B. The Second Party **EDYOUTH LEARNING FOUNDATION (ELF)** is a Company registered under Section 8 of the Companies Act, 2013 – Reg. No. 127180 (2021), a learning center for the youth, conducted by the youth. ELF leverages the subject expertise of youngsters (mentors) from premier educational institutions akin to the First Party and connects them with college going youth (mentees) from the marginalized communities in Mumbai. ELF provides, amongst others, personality development training to these youth, access to extracurricular activities, career guidance, and insightful mentorship that assists them to fill the gaps in their development thereby ensuring holistic growth.

C. First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources and provide each of them with enhanced opportunities.

D. The Parties intend to cooperate and focus their efforts on working together within the areas of teaching/mentoring the youth from marginalized communities and to offer internships with the Second Party for students



associated with the First Party.

- E. Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- F. NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

#### **COOPERATION**

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the Institution and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party will facilitate effective utilization of the intellectual capabilities of their students providing significant inputs to the Second Party in delivering suitable teaching aids and developing management systems, keeping in mind the needs of the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

#### **SCOPE OF THE MoU**

- 2.1 The budding graduates from the institution will be offered mentorship/teaching and internship opportunities at the Second Party's premises located within Mumbai.
- 2.2 **Teaching & Mentoring Opportunities:** Students will have the chance to teach and impart conceptual knowledge in Commerce and Science-related subjects, including English at premises of the Second Party located in Juhu, Mumbai. The First Party shall communicate the requirements of the opportunity to all its students. Interested students will be interviewed, screened and then selected by the members of the Second Party in the role as mentors.
- 2.3 **Selection & Appointment:** Selected students will be appointed as "Teaching Mentors" and are required to fill the Consent Form. Upon successfully completing their respective assigned/designated tenure/s, the teaching mentors shall receive a 'Letter of Completion' from the Second Party after regulatory performance review, evaluation and satisfactory attendance as promised by them.
- 2.4 **Internship Opportunities:** In-house Internships related to Social Media Marketing, Graphic Designing, Project Management, and Data Management will be offered as per requirement. The Second Party will train, guide and support the interns to enable them to understand the management systems of social enterprises.
- 2.5 **Community/Field Visits:** Students (Mentors/Interns) of the First Party may also, at their own choice and risk, accompany the Second Party's team

for "home visits" inside the Mumbai slums (specifically Juhu). The same would aid in inculcating their understanding of the lower-economic strata of the society and to identify the need for such activities to promote "social development". The interactions will sensitize them to the conditions of the youth who are generally unable to have access to resources and face various challenges in life.

#### **VALIDITY**

- 3.1 This Agreement will be valid for minimum 01 year and (subject to mutual consent) extendable by another 01 year, during which period EDYOUTH LEARNING FOUNDATION, the Second Party, will take effective steps for implementation of this MOU. Any act on the part of the Second Party after completion of MoU period by way of communication, correspondence etc., shall not be construed as an extension of this MOU.
- 3.2 Both Parties may terminate this MOU by giving 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations. The effect of termination shall in no way affect the students who are enrolled for internships.
- 3.3 There will be no liability towards either party of whatsoever nature under this agreement.
- 3.4 Narsee Monjee College will only route as mediator internship/project/research opportunities to its students from references received from EdYouth.

#### **COST/EXPENSES**

The matter of costs for running the internship is to be determined by mutual consultation between the parties.

There is no financial commitment on the part of the SVKM'S Narsee Monjee College of Commerce and Economics (Autonomous), the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

#### **CONFIDENTIALITY**

The student agrees to keep strict confidentiality. On no grounds is he or she to disclose information obtained over the course of the program, which is deemed, classified by the host organization/institution I.E. Second Party.

The student undertakes to abide by any employment rules set out by the host organization/institution to facilitate the Program. The student agrees also to follow instruction and accept supervision throughout the internship period.

#### **PUBLICATION**

The publicizing of research results gained by the student over the period of his/her research is to take place only after consultation with the host organization/institution.

#### **AMENDMENT/CHANGE IN TERM/CLAUSE/s**

Additions or amendments to the provisions fixed by this Memorandum of Understanding are possible at any time, subject to consultation and written consents between both parties.



## **DISPUTE**

In the event of any dispute or difference arising out of or in connection with this MoU, the parties shall resolve such disputes or difference first by mutual discussion. If by such mutual discussion the disputes remain unresolved, then such dispute or difference shall be referred to mutually appointed Arbitrator to resolve the same through Arbitration and in accordance with the Indian Arbitration and Conciliation Act, 1996.

## **CONDUCT AND BEHAVIOUR :**

### **Professional Conduct:**

All parties agree to conduct themselves in a professional manner at all times during the term of this contract. This includes, but is not limited to, treating all individuals with respect, courtesy, and dignity.

### **Compliance with Laws:**

Students of both parties shall comply with all applicable laws, regulations, and company policies. Any illegal or unethical behavior will not be tolerated and may result in termination of the contract.

## **DEFINITION OF SEXUAL HARASSMENT:**

Sexual harassment includes any unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment.

Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual.

Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

## **PROHIBITED CONDUCT:**

The following behaviors are prohibited and constitute sexual harassment:

- a. Unwelcome sexual advances or propositions.
- b. Inappropriate touching, patting, or pinching.
- c. Offensive comments, jokes, or gestures of a sexual nature.
- d. Displaying or distributing sexually explicit materials.
- e. Any other conduct that creates a hostile or offensive work environment.

## **REPORTING PROCEDURES:**

Mentors/Interns/students who believe they have been subjected to sexual harassment should report the incident to their immediate supervisor, the Human Resources department, or any designated Second party representative.

## **DISCIPLINARY ACTION:**

Upon receipt of the complaint the employee against whom the complaint is filed shall be entitled for disciplinary action followed by legal action as per the prevailing laws including suspension of employment with immediate effect.

### TERMINATION:

If the authorised person or any person under the program of the other party found guilty of the Sexual Harassment or being charged with the Sexual Harassment complaint, then the aggrieved party is at liberty to terminate the contract without further notice and shall be entitled to claim damages.

**IN WITNESS THEREOF THE PARTIES TO THE MEMORANDUM OF UNDERSTANDING HAVE SET THEIR HANDS ON THE DAY AND DATE HEREIN ABOVE WRITTEN.**

### AGREED:

First Party

For **SVKM's Narsee Monjee College of Commerce and Economics (Autonomous)**

  
**Dr. Parag Ajagaonkar,**  
Principal  
Authorized Signatory


Second Party

For **EDYOUTH LEARNING FOUNDATION**

  
**Mr. Vidur Dhabaria**  
Founder Director  
Authorized Signatory

Name of Institution: SVKM's Narsee Monjee College of Commerce and Economics (Autonomous)	Name of Organisation: EDYOUTH LEARNING FOUNDATION
Address: Swami Bhaktivedantmarg, Bhagubai Mafatlal complex, opp. Cooper hospital, Vile Parle West, Mumbai 400056	Address: 502, Bhanu Kunj, 43 Swastik CHS, N.S. Road No 3, JVPD, Mumbai - 400056.
Contact Details: 022 4233 8000	Contact Details: +91-96999-05940
E-mail: parag.ajgaonkar@nmcce.ac.in	E-mail: vidur@edyouthlearning.co.in
Web: <a href="http://www.nmcollege.in">www.nmcollege.in</a>	Web: <a href="https://edyouthlearning.co.in/">https://edyouthlearning.co.in/</a>

Witness 1:

  
**Prof. Heena Bhuv**  
Vice Principal-Degree College  
SVKM's Narsee Monjee College of Commerce and Economics (Autonomous)

Witness 1:

  
**Ms. Jayshree Dhabaria**  
Director  
EDYOUTH Learning Foundation