

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**



**GOA UNIVERSITY, GOA**

**AND**



**DESH APNAYEN SAHAYOG FOUNDATION,  
MAHARASHTRA, INDIA**



गोवा GOA

Date: 6/11/23, Sr. No. 578, Value Rs. 500/-  
Name of Purchaser: REGISTRAR GOA UNIVERSITY  
Resident of: GOA  
Place of Vendor Panaji  
Licence No. AC/STP/VEN/01/2020/32

857048

Signature of Vendor

Signature of Purchaser

### MEMORANDUM OF UNDERSTANDING



BETWEEN  
GOA UNIVERSITY, GOA  
AND



DESH APNAYEN SAHAYOG FOUNDATION,  
MAHARASHTRA, INDIA

MEMORANDUM OF UNDERSTANDING [hereinafter called as the MoU] is made and entered into on this 16<sup>th</sup> day of November, 2023 between the Goa University, Goa, India, herein represented by its Registrar, Prof. V. S. Nadkarni, having its official address at the Administrative Block, University Campus, Taleigao Plateau, Goa 403206 (hereinafter referred to as GU and which expression shall unless it be

Signature of Registrar

Signature of Registrar  
16/11/23



repugnant to the meaning or context thereof, be deemed to mean and include its executors, administrators and permitted assigns) on the **ONE PART** and **Desh Apnayen Sahayog Foundation**, Maharashtra, India, through its Head of Outreach and Engagement, Shri. Nikhil Mhatre, major in age, Indian National, having its official address at 801, Dalamal Towers, Free Press Journal Marg, Nariman Point, Mumbai, Maharashtra 400021 (hereinafter referred to as **DASF** and which expression shall unless it be repugnant to the meaning or context thereof, be deemed to mean and include its executors, administrators and permitted assigns) on the **OTHER PART** (who for the purpose of this MoU are hereinafter individually referred to as **PARTY** and collectively referred to as the **PARTIES**).

**WHEREAS**, **GU** was founded with the mission to impart fundamental, appropriate and socio-economically relevant knowledge effectively and efficiently at the tertiary level of education to those seeking depth of understanding and employment - driven technical competence in their chosen areas of study.

**AND WHEREAS**, **DASF** has dedicated itself to bringing about a change in the mindset of young citizens towards nation-building by transforming them into Alert, Informed, and Active Citizens.

#### **SCOPE OF THE COOPERATION**

This MoU establish a formal understanding of cooperation. The Parties recognizes the capabilities and resources that each Party brings forth. The Parties agree to use their best efforts to bring together their capabilities and resources to improve Citizenship, Volunteerism, and Neighborhood through the National Service Scheme (NSS) volunteers and put into action using the dynamic ACTiZEN's Collectives content.

#### **AREAS OF COOPERATION**

- A. Under this MoU, **DASF** intends to offer the following,
- online/offline induction program for NSS volunteers
  - online/offline capacity building and orientation program for NSS coordinators to support student volunteers
  - customized module/s of the programme
  - program progress and outcome report
  - Online/offline support to NSS volunteers

*Nikhil*  
16/11/23



B. **DASF** may also fulfill its obligations under this MoU through its affiliates and/or other **DASF** authorized partners, even if not expressly stipulated in this MoU only after receiving the prior approval of **GU** in writing.

At **GU** Dr. Nitin Sawant, Assistant Professor, NSS Cell, will oversee the implementation of the MoU. At **DASF**, Mr. Daniel Gonsalves, Regional Head for Goa & South India, will oversee the implementation of the MoU.

**NOW, THEREFORE, THE PARTIES HERETO AGREE TO THE TERMS AND CONDITIONS SETOUT HEREIN, WHICH ARE AS FOLLOWS: -**

**1. ROLE OF DASF:**

- 1.1. **DASF** shall design the ACTiZEN Collectives program which shall comprises of 4 modules.
- 1.2 **DASF** shall in the first year prepare the module “**Action project (Civic issues in my neighborhood)**” which will be implemented for NSS volunteers from 10 colleges of Goa.
- 1.3 **DASF** will in the subsequent years implement the full-fledged program of all 4 modules in the 35 colleges affiliated to **GU** who have NSS unit.
- 1.4 **DASF** shall assist with resources and ideas to collate, document, and assist in promoting inspiring and interesting stories of changes through this endeavor with **GU** in the concerned colleges with NSS Unit in it and are affiliated with **GU**.
- 1.5 **DASF** shall in consultation with **GU** begin the preparatory work immediately.

**2. ROLE OF THE GOA UNIVERSITY:**

- 2.1 **GU** shall issue a Circular to the concerned colleges regarding attending the training program. (online/offline).
- 2.2 **GU** shall assist in executing the programme with the college students and acknowledge the governance report that **DASF** will produce.

**3. TERM AND TERMINATION:**

This Memorandum of Understanding (MoU) shall remain in force for a period of three (3) academic years from the date it is signed by the authorized officials of the two Institutions. This MoU may be terminated at any time by either party subject to the delivery of 30 days prior written notice to the other Party of its intention not to carry forward the understanding entered into in this MoU. If either Party terminates the MoU,

*Nitin*  
16/11/23



steps shall be taken to ensure that the termination does not affect any prior obligation, project, or activity already in progress.

#### 4. NOTICES:

Unless otherwise agreed between the Parties in writing, all notices and other communications required or permitted to be given under this MoU shall be in writing and shall be deemed to have been properly given if delivered by hand or by courier, or sent by registered mail or addressed to intended recipient's registered address as mentioned above. Any change in the particulars shall be promptly notified to the other Party in writing well in advance.

#### 5. AMENDMENT:

No amendment, modification, alteration or enlargement of this MoU or its Schedules, if any, shall be valid or binding unless it is in writing and signed by the duly authorized representatives of the Parties. If the Parties hereto desire to carry forward the understanding entered into in this MoU, the Parties shall execute the necessary agreement in this respect.

#### 6. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly agreed by the Parties acting under this MoU as Independent entities. Neither Party is authorized to use the other Party's name in any way to make any representations or create any obligation or liability expressed or implied on behalf of the other Party without the prior written consent of the Party. This MoU is not intended to and does not give any person who is not a Party to it any rights to enforce any of its provisions. Nothing in this MoU will be construed as creating a binding legal relationship between the Parties. This MoU is a broad statement of intent which sets forth the general basis upon which the Parties wish to proceed. No legal liability will arise in respect of any subject matter hereof unless a subsequent binding agreement is negotiated, approved, executed and delivered by the Parties to this MoU.

#### 7. CONFIDENTIALITY:

The college data received by DASF from GU, or from the affiliated colleges shall not be shared with any third party. The outcome and results of the program shall be only shared with GU and the concerned affiliated colleges can access it from time to time. There shall be a review meeting of GU and DASF at timely intervals.

*Nishi*  
16/11/23



#### **8. RIGHT TO USE NAME AND BRAND/ PUBLIC ANNOUNCEMENTS:**

For all press releases, public announcements, and negotiations with third parties, neither of the Parties will use the other Party' name and brand without prior written consent of the other party.

#### **9. FORCE MAJEURE:**

The Parties agree and confirm that, for the purpose of this MoU, Force Majeure means an event which is beyond the reasonable control of either Party, and which makes the Parties performance regarding its obligations hereunder impossible or so impracticable as reasonably, to be considered impossible in the circumstances and includes, but is not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood, and other adverse weather conditions, strikes, lockouts, state or any public enemy or acts mandated by applicable laws, regulation or order, whether valid or invalid, or any governmental body or any other similar action which are not within the power and control of either Parties, invoking force majeure to prevent confiscation or any other action. Neither Party shall be liable for damages for any delay or failure to perform its obligations herein, if such delay or failures due to such Force Majeure events.

#### **10. SETTLEMENT OF DISPUTE:**

Normally, it is expected that no dispute will arise in the assignment. Should any dispute arise, the same shall be amicably settled by the Dispute Resolution Committee constituted by both the Parties to this MoU. The Dispute Resolution Committee shall consist of senior representatives of the GU who shall be nominated by the Vice-Chancellor of GU and by the Mr. Vallabh Bhansali, Founder of DASF. The decision of the Dispute Resolution Committee shall be final and binding on the parties.

This MoU supersedes all prior discussions and understandings (whether oral or written, including all correspondence) between the Parties with respect to the subject matter of this MoU, and this MoU constitutes the sole and entire understanding between the Parties with respect to the subject matter hereof.

This MoU is executed in two originals with each copy being an official version of the MoU and having equal legal validity, one of which has been retained by GU and the other by DASF.

*Nilesh*  
16/11/23



IN WITNESS WHERE OF, THE PARTIES have executed this MoU on this 16<sup>th</sup> day of the November month and the year 2023 and represent that they approve, accept and agree to the terms contained herein.

For and on behalf of **GOA UNIVERSITY**

For and on behalf of **DESH APNAYEN  
SAHAYOG FOUNDATION**

*V. S. Nadkarni*  
16/11/2023

*Nikhil*  
16/11/23

Name: Prof. V. S. Nadkarni

Name: Shri. Nikhil Mhatre

Title : Registrar **REGISTRAR**  
Goa University  
Taleigao Plateau-Goa

Title : Head of Outreach &  
Engagement

Seal :



Seal :



Witness:

Witness:

1. Dr. Nitin Sawant *Nitin Sawant*  
16/11/23

*Daniel*  
DANIEL GONSALVES

2. Mrs. Teja S. Shiradkar *Teja*

*Iren*  
ASSUCIANA IRENE NORONHA