

### 7.3.1 - Highlight the performance of the institution in an area distinct to its priority and thrust

The institution has prioritised the need for inculcating human values among students. With this objective, we have initiated activities aimed towards Value Education and Geriatric Care. The institution not just wants to focus on skilling its women students for a vocation, but being in tune with its Vision, wants to make its women students responsible "home-makers, professionals and citizens".

The key objectives of ethical training to cultivate a holistic approach to life, where they learn to value a balanced life of a purposeful career and personal life; they understand the relative value of different viewpoints expressed by the young and the elderly; and, lastly, they begin to introspect about their priorities.

The activities in the thrust area have culminated in signing of a Memorandum of Understanding with Smt. Surajba College of Education, Juhu, Mumbai, for a course in Value Education. We have also signed an MoU with Tulsi Trust, Mumbai, for a project on 'Graceful Living', which has a focus on activities for geriatric care.



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is being executed on this day of January, 2022 ("MOU"), at Mumbai, by and between:

**Tulsi Trust** a Public Charitable Trust registered under the Maharashtra Public Trust Act, 1950 having Registration no. E-6068 (Bombay) as on 27 th October 1975 and also registered under Foreign Contribution Regulation Act, 1976 having FCRA registration no. 050780311 as of 1985 and having its registered office at Office # 45, Maker Chamber VI, 4th Floor, 220 Jammalal Bajaj Marg, Nariman Point, Mumbai 400021, hereinafter referred to as the "Trust" (which expression shall unless repugnant to the context or contrary to the meaning thereof shall be deemed to mean and include the Trustees for the time being of the Trust and the survivor or survivors of the Trustee or Trustees), of **ONE PART.**

**AND**

**Smt. Maniben M.P. Shah Women's College Arts and Commerce (Autonomous)** which is situated at 338, R A. Kidwai Road, Matunga, hereafter referred to as the "MMP Shah College", of the **SECOND PART.**

The Trust and the MMP SHAH COLLEGE shall hereafter individually be referred to as a "Party" and jointly as the "Parties".

### **WHEREAS:**

1. The Trust is involved in providing for basic needs of the poor, needy and older adults. Health Care, Skills Development and Education are top priorities for them.
2. Smt. Maniben M. P (MMP) Shah Women's College of Arts & Commerce, Matunga (Autonomous) is the first affiliated college of SNDTWU, Mumbai and after 63 years of striving efforts in the field of Women Empowerment has become Autonomous from June 2019. With an ethos of fulfilling every aspiring Girl's dream to get educated and become self-reliant, college is offering a wide array of degree and post graduate programmes. It has successfully completed 3 cycles of NAAC accreditation and is a recipient of UGC honour "College with Potential for Excellence".
3. The Trust has commenced a new project for older adults called **GRACEFUL LIVING** which is a service which supports senior citizens and prepares a plan of action to implement the objectives such as to carry out medical investigations, treatment and care of older adults and complement it with social, recreational and entertainment activities through the Trust team.
4. MMPS College desires to conduct an Elder Companionship course as part of one of the courses the college offers. For this purpose, given the Trust's expertise in the field, the said course will be conducted in association with the Trust, on the terms and conditions hereinafter mentioned.

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NOW THIS MOU WITNESSETH AND IT IS HEREBY AGREED BETWEEN THE PARTIES  
HERETO AS FOLLOWS:

**1. SCOPE AND TERMS:**

- a. The Elder Companionship course will be initiated from 20 January, 2022 This Elder Companionship course will be a four month course which shall be offered by MMP Shah College.
- b. Given the duration of the said Elder Companionship course, this MoU will be applicable for a term of one year, subject to renewal by mutual consent of the Parties, for a further period, the tenure and terms of which will be mutually agreed upon, in writing.
- c. The Elder Companionship course which was earlier referred to as the Elder Care Course will now be called as the Elder Companionship course only for all official purposes and the Trust shall be duly acknowledged.
- d. The Elder Companionship course shall compromise of two components i.e. a theoretical component and practical component. The theoretical component shall consist of a minimum of ten sessions, which shall be conducted online, once, every week, for a duration of one and half hour for each session. The practical component will comprise of providing field work opportunities with an organization, as pre-approved by the Trust in writing, which specializes in elder care. The practical component shall be organized by MMP Shah College after the said college reopens, for physical classes, given the present COVID-19 lockdown.
- e. The syllabus of this Elder Companionship course shall be jointly prepared by the Trust and MMP Shah College and approved by the Parties, in writing.
- f. The said Elder Companionship course shall have a limit of 60 students. Tulsi Trust has agreed to provide honorary service for this particular batch.
- g. At the culmination of the course, certificates of completion of the course will be presented to the students. The said Certificate will be required to be executed by an authorized representative of the Trust and MMP Shah College and mandatorily requires the name of the course, being Elder Companionship Course, to be mentioned therein.
- h. The cost of arranging all the administrative requirements shall be borne by the College.
- i. The fees of the faculty appointed and support staff, if any, shall be borne by the College. Costs related to expenses for field work will also be borne by students themselves and the College if required.

**2. RESPONSIBILITIES OF MMP SHAH COLLEGE:**

It shall be the responsibility of MMP Shah College to:

- a. Propagate and promote the said Elder Companionship course so that there is awareness of the same and that MMP Shah College offers such a course.
- b. Enroll students for the said Elder Companionship course by adopting the general standards of transparency and meritocracy.
- c. Manage all the administrative work, in relation to the said Elder Companionship course, including but not limited to the admission process, maintaining records of the students, providing course material, conducting examinations and assessment, providing any

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infrastructure which may be essential for conducting the said Elder Companionship course, etc.

- d. Undertake all steps, as may be required, for conducting online classes and the practical training program. Field work opportunities will be arranged for by the College. A field work supervisor on part of the College and also from the placement organization will be required. Both the supervisors will guide the students for putting into action whatever they have learnt in the online or physical classes. Basic guidelines regarding field work procedures will be worked out by the College together with the Trust.
- e. Keep the Trust well informed by providing monthly written reports on the progress of the course.

### 3. RESPONSIBILITIES OF THE TRUST

It shall be the responsibility of the Trust to:

- a. Aid in conducting a minimum of ten sessions for the said Elder Companionship course.
- b. Endeavor to ensure that the weekly session shall be held online, on Thursday of each week, at 11:30 am to 01:00 p.m. IST, subject to public holidays and other exigencies, in which case, an alternate date shall be chosen with the students being informed.
- c. Arrange for resource persons who shall conduct the sessions.
- d. The Trust will suggest NGOs/Care Homes/Organizations working with older adults as part of the field work arrangements for students post the online sessions.

### 4. TERM AND TERMINATION:

- a. Either Party may terminate this MoU by providing a one month's advance written notice, if the provisions of this MoU are breached. However, in the event such breach is of a curable nature, the defaulting Party shall have the option of curing such breach within thirty days from the date of receipt of the Termination Notice by the defaulting Party.
- b. The MoU may also be terminated by efflux of time or by mutual consent of the Parties, in writing.
- c. During any period of notice of termination it will be the responsibility of MMP Shah College, to ensure that the students who may have enrolled are not affected by the same.

### 5. GENERAL CLAUSES:

- a. Except as otherwise expressly set forth in this MoU, nothing in this MoU shall be construed or be deemed to create between them any relationship of principal and agent, partnership, joint venture, employee and employer or any relationship other than that of independent parties. MMP Shah College may not purport to represent the Trust and may not make statements on their behalf unless authorized in writing.
- b. No Party, nor the respective agents or employees of either Party, shall be required to assume or bear any responsibility for the acts or omissions, or any consequences thereof of the other Party under this MoU. No Party hereto, nor the respective agents or employees of either Party, shall be liable to other persons for any act or omission of the other Party in performance of his, her or its respective responsibilities under this MoU.

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- c. The MMP Shah College therefore indemnifies and keep indemnified the Trust and / or Graceful Living against any and / or all such claims, actions, demands, liabilities, damages, losses, costs and / or expenses, that may be incurred and / or suffered by the Trust and / or Graceful Living in relation to this MoU.

**6. CONFIDENTIALITY:**

- a. MMP Shah College acknowledges that this MoU creates a confidential relationship between the Parties.
- b. MMP Shah College shall treat all such information as confidential, whether or not so identified and shall not disclose any part thereof without the prior written consent of the Trust, save and except what has been approved in writing for the syllabus.
- c. MMP Shah College shall safeguard all material, whether written or otherwise, which the Trust supplies to it and shall not copy or duplicate or share such materials without the Trust's prior written consent. MMP Shah College shall take such precautions as requested by the Trust, including returning all login ids, passwords, materials and any copies of derivatives thereof at the termination of this MoU.

**7. FORCE MAJEURE:**

It is expressly agreed that neither Party shall be considered to be in default of performance of its obligations under the terms of this MoU, if such performance is prevented and / or delayed for any causes beyond the reasonable control of the Party affected, including but not limited to war, hostilities, revolution, riots, civil commotion, strikes, lockouts, epidemic, pandemic, fire, explosion, flood, earth-quake, act of God, espionage, hacking or any other cause beyond the control of the concerned Party which could not have been foreseen and / or avoided by exercising due diligence. The affected Party shall be required to give prompt written notice to the other Party and in the event the force majeure continues beyond a period of thirty days, either Party shall have the right to terminate this MoU as per the provisions herein.

**8. ENTIRE AGREEMENT:**

This MoU and all annexures herein constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior discussions, communications, negotiations and agreements, written or oral, with respect to the subject matter hereof.

**9. AMENDMENTS:**

This MoU shall not be amended, altered or modified except by an instrument in writing expressly referring to this MoU and executed by the Parties

**10. COUNTERPARTS:**

This MoU shall be executed in 2 (two) counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute one agreement.

**11. SEVERABILITY:**

If any provision of this MoU should be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby, and such provision will be deemed restated to reflect the original intention of the Parties, as nearly as possible, in accordance with Applicable Laws.

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## 12. WAIVER:

No term and / or provision hereof will be deemed waived and no variation of terms and / or provisions hereof shall be deemed consented to, unless such waiver or consent be in writing and signed by the Party against whom such waiver or consent is sought to be enforced.

## 13. NOTICES:

All notices, demands, requests and / or any other document to be sent by a Party, in connection with this MoU, shall be in writing and shall be delivered: (i) by hand delivery; or (ii) by a recognized courier or registered post-acknowledgement due; and (iii) by email, to the other Party at the addresses mentioned below or to such address as notified by a Party from time to time.

### The Trust:

Address: Tulsi Trust, 112-A, Mittal Towers, Nariman Point, Mumbai-400021  
Email: npandole@tulsitrust.org  
Kind attention: Mr. Naval Pandole

### MMP Shah College:

Address: 336, R. A. Kidwai Road, Matunga E, Mumbai- 400019  
Email: 021.mmpshah@gmail.com  
Kind attention: Dr. Leena Rajee


All notices, demands, requests and / or any other document shall be deemed to be delivered, on the date and time of delivery when delivered by hand or courier or registered post, and at the time of delivery recorded in the sender's system when delivered by email. If any such notices, demands, requests and / or any other document shall be delivered after 1700 hours IST, it shall be deemed to be delivered on the next working day following the date of delivery / receipt of the email.

## 14. DISPUTE RESOLUTION:

Disputes arising out of this MoU will be resolved by arbitration. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996, including any modification and /or re-enactment thereof ("Arbitration Act"). The place of arbitration shall be Mumbai, India and shall be conducted in English Language. The dispute shall be referred to a sole arbitrator to be jointly appointed by the Parties within 30 (thirty) days from the date of issuance of dispute notice by any Party. If the Parties fail to appoint the sole arbitrator as per this Clause within the said period of 30 (thirty) days from the date of issuance of dispute notice by any Party then the arbitrator shall be appointed in accordance with the provisions of the Arbitration Act. The dispute shall be resolved by the Arbitrator by fast-track procedure as specified under Section 29B of the Arbitration Act.

## 15. GOVERNING LAW AND JURISDICTION:

Without prejudice to the arbitration provisions, the competent Courts of Mumbai, India shall have exclusive jurisdiction over the matters arising out of this MoU. This MoU shall be governed by and construed under the laws of India.

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16. COMMUNICATION

The parties agree that the person's nominated here in below as the point of contact:

Point of contact for MMPS College: Dr. Leena Raju, Principal

Dr. Hina Shah, Associate Professor  
Department of Sociology

Point of contact for the Tulsi Trust: Ms. Amruta Lovekar  
Mr. Naval Pandole

Dated this 17 day of January, 2022

Naval Pandole

Naval Pandole  
Advisor

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Dr. Leena Raju  
Smt. M.M.P Shah College

Date: