

Memorandum of understanding

Between

Bhakt Darshan Govt PG College, Jaiharikhal

Dist. Pauri Garhwal Uttarakhand 246193

And

Natureanalytica Envirocare Solutions PVT. LTD (An ISO 9001:2015 certified company)

A-108, Amar Vilas, Manish Enclave, Near RTO Office, Udaipur, Rajasthan – 313001

This memorandum of Understanding (the “MOU”) is entered into (on the 01st November 2023) by and between Bhakt Darshan Government Post Graduate College, Jaiharikhal with an address of Near Gumkhal, Dist. Pauri Garhwal, Uttarakhand, 246193 (first party) and Natureanalytica Envirocare Solutions Pvt. Ltd., with an address of -108, Amar Vilas, Manish Enclave, Udaipur – 31300, (second party) also individually referred to as “Party” and collectively as “the Parties”.

WHEREAS, the Parties desire to enter into an agreement to

Teach and Train the students of the first Party and help them to secure job opportunities in the field of Environmental and Biodiversity Management firms and industries.

the Parties desire to memorialize certain terms and conditions of their anticipated endeavour;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Purpose and Scope:** The Parties intend for this MOU to provide the foundation and structure for all possibly anticipated binding agreements related to -

- i. Train the students of B.D. Govt. P.G. College, Jaiharikhal for environmental consciousness, to enhance their skills and knowledge of Environmental tools and techniques, Biodiversity studies and Services, Enviro-Legal Advisory Services, Environmental Engineering Services, Enviro-Analytical Services and Quality Management Services in the field of environment and safety management and to help to secure their job opportunities in the aforesaid fields. The experience and expertise of the second Party in these skills to train the students would play a key role in developing skilled human resources, technological up-gradation, innovation and competitiveness of the industry working in the field of environment management.



- ii. The teaching and training programmes of the students include both offline and online methods or any one of them mutually agreed upon by the Parties.
- iii. The company would also help the students for job counselling and job placement in its own and other similar firms from time to time when required by such companies dealing with environmental solutions.
- iv. The students registered for their dissertation, or Ph.D. programme may visit the company for a short duration to get help in related areas as mentioned above to complete their dissertation and research work under a collaborative programme.
- v. Both organizations will hold joint conferences/workshops/ training courses for students and faculties within the area of cooperation.
- vi. Both organizations will share the research facilities in order to promote the academic and research in the area of cooperation.

This MOU should not establish or create any type of formal agreement or obligation. Instead, it is an agreement between the Parties to work together in such a manner to encourage an atmosphere of collaboration and alliance in the support of an effective and efficient partnership to establish and maintain objectives and commitments with regard to all matters related to teaching and training of the students of the first Party and to help them with job opportunities in own or other similar companies.

2. Objectives: The Parties agree as follows:

1. The Parties shall work together in a cooperation and coordinated effort so as to bring about the achievement and fulfilment of the purpose of the MOU.
2. It is not the intent of this MOU to restrict the Parties to this Agreement from their involvement or participation with any other public or private individuals, agencies, or organizations.
3. The Parties shall mutually contribute and take part in any and all phases of the planning and development of students of the first Party participating in training programmes offered by the second Party to the fullest extent possible.
4. This MOU is not intended to create any rights, benefits, and/or trust responsibilities by or between the Parties.
5. The MOU shall in no way obligate either Party to supply funds to maintain and/or sustain a joint fund account.

- 3. Term:** This agreement shall commence upon the 1st November 2023, as stated above, and will continue till next two years and ends on 31st October 2025 or otherwise terminated before. Both the parties may extend the MOU in writing if mutually agreed.



4. **Termination:** This agreement may be terminated at any time by either Party upon 30 days written notice to the other Party.
5. **Representations and Warranties:** Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or government regulation.
6. **Indemnity:** The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and cost of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying party, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.
7. **Limitation of Liability:** Under no circumstances shall either party be liable to the other party or any third party for any damages resulting from any part of this agreement such as, but not limited to, loss of revenue or anticipated profit or lost business, costs of delay or failure of delivery, which are not related to or the direct result of a Party's negligence or breach.
8. **Severability:** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
9. **Waiver:** The failure by either Party to exercise any right, power, or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or future exercise of that right, power, or privilege or the exercise of any other right, power or privilege.
10. **Legal and Binding Agreement:** This Agreement is legal and binding between the Parties as stated above. The Agreement may be entered into and is legal and binding in the territory of India. The Parties each represent that they have the authority to enter into this Agreement.
11. **Governing Law and Jurisdiction:** The Parties agree that this Agreement shall be governed by the law of the State Uttarakhand and the State Rajasthan of India.
12. **Entire Agreement:** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any term, they shall do so in writing to be signed by both parties.



The Parties agree to the terms and conditions set forth above demonstrated by their signatures as follows:

Agreed for the first party

Roshni 01/11/2023

Prof. Lovney R. Rajvanshi
Principal
B.D.G.P.G. College
Jaiharikhal (Pauri)

Agreed for the second party

Prashant



Managing Director

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| Bhakt Darshan Government Post Graduate College, Jaiharikhal | Natureanalytica Envirocare Solutions PVT. LTD. (An ISO 9001:2015 certified company) |
| Address: Near Gumkhal, Post Jaiharikhal, District Pauri Garhwal, Uttarakhand PIN 246 193 | A-108, Amar Vilas, Manish Enclave, Near New RTO office Udaipur, Rajasthan PIN 313 001 |
| Contact person: Principal | Contact person: Managing Director |
| Website: gpgcjaiharikhal.ac.in Email: principal_lansdowne@rediffmail.com | Email: info.natureanalytica@gmail.com Email: md.natureanalytica@gmail.com |
| Contact no. 9557817727 8787061125 | Contact no. +91 294 4018287 9125467899 |
| Witness 1 <i>[Signature]</i> Dr. R.K. Dwivedi | Witness 1 <i>Prashant</i> Mr. Prashant-Walis |