

This MEMORANDUM OF UNDERSTANDING (MOU), hereinafter referred to as the Memorandum, entered into on 28.08.2017 by and between Rotary Club of Ottapalam District 3201 (hereinafter referred to as RCO, operating in the premises known as Chempolly Ravindran Rotary Hall, (Known as CRR Hall) Manissery, Ottapalam 679521, for a Global Grant Project Number G 1360(GG 1861779) "HANDICAP SUPPLY AND TRAINING" hereinafter referred as the "First Party"(which expression shall mean and include its administration, legal representatives, executors, successors-in interest and assigns) represented by President RajMohan and committee members Rtns Col Gangadharan, Dr Narayanan, M G Koman, Col K C K Nair and Assistant Governor Rtn Balachandran.

President RajMohan, President Elect P Pradeep, Club TRF Chairman Ambalakat Ram Mohan

And

Ottapalam Welfare Trust (OWT), a Charitable Trust with office at Thottakkara, adjacent to the Eye Hospital on Cherplacheri Road, Ottapalam, 679502, hereafter referred to as the Second Party (which expression shall mean and includes its Trustee and assigns) represented by

Mr M P Ravindranathan, S/O (late) T K Achutha Poduval, Krishnavilas, Kamalalaya Road, Ottapalam 679101 and committee members Mrs Meenu Koman, Mrs T Latha, Mr Sivamani, Mr Sivaramakrishnan and Mrs Shantha Teacher

referred to as the "Second Party", and collectively known as the "Parties", for the purpose of establishing and achieving various goals and objectives relating to the project, HANDICAP Supplies and Training.

WHEREAS, the first party the RCO is a service organisation based at Ottapalam And functioning as a member of Rotary international within the framework of its constitution and bylaws and works in partnership with various organisation for achieving its objectives and now has initiated a global Grant Project G 1360 (GG 1861779) in partnership with Rotary Club Of DEL MAR SOLANA BEACH, District 5340 CA in USA

And whereas the second party is a Charitable Trust submitted a request to the first party to provide the Equipment and Training facility to 24 Paraplegic or similar patients in and around Ottapalam and the first party agreed to provide the services and equipment to the second party for the implementation of the Global Grant Number G 1360 (GG 1861779) Project on the terms and conditions mutually agreed upon and also as set forth in this MOU.

In pursuance thereof the parties have agreed to enter into this MOU.

Now Therefore the parties hereto hereby agree as follows.

1. To impart training facilities and provide equipment as required for the 24 Paraplegic or similar patients under their care.

2. The document serves to establish a framework of cooperation and agreement between the aforesaid parties as it pertains to the implementation of a project initiated

by RCO in Partnership with the Del Mar-Solana Beach District 5340 CA in USA, for a total budget of US \$ 35,813/- (US Dollars thirtyfive thousand eight hundred and thirteen only)

3. Date Of effect

This MOU shall come into force on the date it is signed by both the parties and shall continue in force for 18 (Eighteen) months or on termination of partnership with the Rotary District of the first party whichever is earlier.

4. Understanding

Both parties affirm that the Global grant project GG 1360 (GG 186179) by virtue of their partnership with the Rotary District 5340 of USA .The items supplied to the OWT and Training to the beneficiaries will be as per the International sponsor approved list.

The aforementioned Parties desire to enter into the herein described agreement in which they shall work together to accomplish the goals and objectives set forth:

AND WHEREAS, the Parties are desirous to enter into an understanding, thus setting out all necessary working arrangements that both Parties agree shall be necessary to complete this project:

MISSION

The project titled HANDICAP SUPPLIES AND TRAINING , has been established with the following intended mission in mind:

To organise and empower the less fortunate 24 Paraplegic or similarly affected patients, whose handicaps impede their ability to lead a normal working life, to take up vocations through location specific training in their chosen field of work by imparting training and to reduce their dependence on others to move about either in their houses or outside, thereby enabling them to be occupied with gainful self-employment, which will help them reduce dependence on their family members, besides managing time productively, instead of idling away, as they cannot move around without external help.

PURPOSE AND SCOPE

The Parties intend this MOU to be the basis for any contract that may be required to be entered later in achieving the objectives.

OBJECTIVES

The Parties shall endeavour to work together to develop and establish policies and procedures that will promote and sustain a market for the RCO has identified a potential community service for 24 Patients as per list attached in and around Ottapalam Taluk (The beneficiaries are to be selected from the most deserving patients complying with the certification obtained from the local Medical and Muncipal authorities). It will be ensured that the products and / or services chosen will meet with or exceed the business and industry standards.

RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

It is the desire and the wish of the aforementioned Parties to this MOU Agreement that this document shall not establish nor create any form or manner of a formal agreement or indenture, but rather an agreement between the Parties to work together in such a manner that we would promote a genuine atmosphere of collaboration and alliance in the support of an effective and efficient partnership and leadership to maintain, safeguard and sustain sound and optimal managerial, financial and administrative commitment with regard to all matters related to the project through means of the following individual services:

SERVICES COOPERATION

RCO shall render and provide the following services that include but are not limited to:

RCO will get a Global Grant for the Equipment's total budget needed by OWT to help the patients and procure the same as per Rotary Foundation Norms

OWT shall render the following services that include, but not limited to:

Provide the required training to the patients, in fields like tailoring, making soaps and detergents, assembling of umbrellas using kits and other components required during the training period. Suitable other courses may be devised and in line with the needs of the society to the extent that the handicapped can handle.

Supervise the upkeep of all equipment and meet the required maintenance expenditures during the training period and till such time the person gets the value from his products.

Will assist and direct the beneficiaries to get suitable placement as also find a market for their products.

Will mobilise funds from the well-wishers if required and will not ask RCO for additional funds for the above services. RCO will however provide training hall facility and faculty from Rotary/Lions and local administration.

TIMELINE

The above outlined scope and objective shall be contingent on the Parties obtaining the necessary funds for the project as described within any grant or business loan application, if any. Responsibilities under this memorandum of understanding may coincide with the grant period.

AMENDMENT OR CANCELLATION OF THIS MEMORANDUM

This MOU may be amended or modified at any time in writing by mutual consent of both parties.

In addition, the MOU may be cancelled by either party with reasonable advance written intimation, within the limits of relevance to this contract.

GENERAL PROVISIONS

The Parties acknowledge and understand that they must be able to fulfil their responsibilities under this MOU in accordance with the provisions of the law and regulations that govern their activities. Nothing in the MOU is intended to negate or otherwise render ineffective any such provisions or operating procedures. The Parties assume full responsibility for their performance under the terms of this MOU.

If at any time either party is unable to perform their duties or responsibilities under this MOU, consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other party to establish a date for resolution of the matter.

LIMITATIONS OF LIABILITY

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this MOU.

ARBITRATION / MEDIATION DISPUTE RESOLUTION

The Parties to this MOU agree that should any dispute arise through any aspect of this relationship, including, but not limited to, any matters, disputes or claims, the Parties shall confer in good faith to promptly resolve any dispute. In the event that the Parties are unable to resolve the issue or dispute between them, then the matter shall be mediated and / or arbitrated in an attempt to resolve any issues between the Parties.

The Parties agree that any claim or dispute that arises from or through this agreement, the relationship or obligations contemplated or outlined within this agreement, if not resolved through mediation, shall then go to and be resolved through final and binding arbitration. Any dispute arising in connection with this MOU shall be settled by courts of competent jurisdiction in OTTAPALAM.

NOTICE

Any notice or communication required or permitted under this MOU shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing.

GOVERNMENT LAW

This MOU shall be governed by and construed in accordance with the laws of the State of Kerala.

SEVERABILITY CLAUSE

If any provision of this MOU shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of this Memorandum shall be determined to be unlawful or otherwise unenforceable, the remainder of the Memorandum shall remain in full force and effect, so long as the clause severed does not affect the intent of the Parties. If a court should find that any provision of this Memorandum to be invalid or unenforceable,

but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

ASSIGNMENT:

Neither party to this MOU may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

ENTIRE UNDERSTANDING

The herein contained MOU constitutes the entire understanding of the Parties pertaining to all matters contemplated hereunder at this time. The Parties signing this MOU desire or intend that any implementing contract, license, or other agreement entered into between the Parties subsequent hereto shall supersede and preempt any conflicting provision of this MOU..

MOU SUMMARIZATION

Furthermore, the Parties to this MOU have mutually acknowledged and agreed to the following:

- The Parties to this MOU shall work together in a cooperative and coordinated effort, and in such a manner and fashion to bring about the achievement and fulfilment of the goals and objectives of this project.
- 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
- The Parties to this MOU shall mutually contribute and take part in any and all phases of the planning and development of this project, to the fullest extent possible.
- It is not the intent or purpose of this MOU to create any rights, benefits and / or trust responsibilities by or between parties.
- The MOU shall in no way hold or obligate either Party to supply or transfer funds to maintain and/or sustain the project
- Should there be any need or cause for the reimbursement or the contribution of any funds to or in support of the project, it shall then be controlled in accordance with governing laws, regulations and/or procedures.
- In the event that contributed funds should become necessary, any such endeavour shall be outlined in a separate and mutually agreed upon written agreement by the Parties or representatives of the Parties in accordance with current governing laws and regulations, and in no way does this MOU provide such right or authority.
- The Parties to this MOU have the right to individually or jointly terminate their participation in this Agreement provided that advance written notice is delivered to the other party.
- Upon the signing of this MOU by both Parties, this Agreement shall be in full force and effect.

AUTHORIZATION AND EXECUTION

The signing of this MOU does not constitute a formal undertaking and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this MOU.

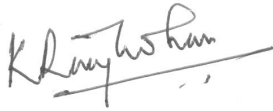
This Agreement shall be signed by Rotary Club of Ottapalam (RCO) and Ottapalam Welfare Trust (OWT) and shall be effective as of the date first written above.

(First Party Signature)

(Date)

ROTARY CLUB OF OTTAPALAM represented by President

Rtn Raaj Mohan



President Elect Rtn P Pradeep




Club TRF Chairman

Ambalakat Ram Mohan



(Second Party Signature)



M P Ravindranathan

Trustee, OWT

Sivaramakrishnan (Volunteer, Palliative Clinic, OWT)



In the presence of Witnesses

1. V. M. GOVINDANIKUTTY. 

2. P. RAJAN. P. Nejo