

system clean, school will have to bear the cost if the system encounters any problem due to dusty environment.

11. The system will be withdrawn from the school if it is not used for a minimum of two hours everyday.
12. The system should be used ONLY to teach the students through the inbuilt software. School in no case should make an illegal usage of the system.
13. In case of any difference of opinion or dispute between RCN and the SCHOOL, the decision of RCN shall be final and binding on the SCHOOL.
14. RCN will provide teacher training to the School teachers after the installation of the RDEP system. After which, RCN will hold a teacher training program once a year. It is the responsibility of the school to send at least one teacher to attend Teachers' Training Program which is held once a year.
15. At least one Teacher should be compulsorily present for the yearly Teachers' Training Program that is carried out every year in their vicinity.
16. The software will be updated once every year for a period of 3 years on-site and hardware also includes on-site warranty for three years.
17. This Agreement shall be construed and governed by and under the laws of the State of Maharashtra, in the country of India without regard to its conflicts of laws principles. Any action, suit, or other legal proceeding which is commenced to resolve any matter arising under or relating to any provision of this Agreement shall be commenced only in a court of the jurisdiction above named, and specifically in the courts of Poona, and the Discloser and Recipient each consent to the jurisdiction of any such court.
18. In witness whereof the parties have signed this MOU on the date written above.

\_\_\_\_\_  
Rtn.  
\_\_\_\_\_  
President,  
Rotary Club of Nashik  
\_\_\_\_\_

\_\_\_\_\_  
Tamboli S. H.  
Principal, *S. H. Tamboli*  
~~पुस्तकालय~~  
वनपा शाळा क्र. ५९  
आल्माव नाशिक-३  
\_\_\_\_\_  
(School)



**ANNEXURE – A to MoU**  
**RDEP SYSTEM – LIST OF EQUIPMENT**  
**UNDER GLOBAL GRAND NUMBER : 1633576**

1. LCD Projector (make, specifications) .
  - a. RICOH - 3000 lumens Lamp
2. Speaker Set (make and specifications)
  - a. iBall - 460 Watts Speakers
3. HDMI Dongle:1GB RAM, 4GB Internal Storage, External 32GB Micro SD  
Card along with Wireless Mouse
4. Projector Case & Projector Accessories



## MEMORANDUM OF UNDERSTANDING

Terms and conditions of the Memorandum of Understanding signed at Nashik on this \_\_\_\_\_ day of 6/4/17, 2016-17.

BETWEEN

Rotary Club of Nashik and it's hereinafter referred to as "RCN" for brevity

AND

N.M.C. School No. 69, Adgaon, Nashik (SCHOOL),  
\_\_\_\_\_, through its Principal, Samina H. Tamboli,  
aged 51, residing at NMC School No. 69 hereinafter referred to  
as "SCHOOL" for brevity.

WHEREAS

the Rotary Club of Nashik through its Charity Trust (hereinafter referred to as RCN) has undertaken a program to enhance education and employability through the concept of 'Rotary Distance Education Program', known as RDEP.

AND WHEREAS RCN has determined to develop and provide a computer based distance education tool called 'RDEP SYSTEM' suitable for schools as part of RDEP,

AND WHEREAS RCN is prepared to donate RDEP System(s) for education suitable for 1<sup>st</sup> to 10<sup>th</sup> grade education and impart requisite training to person(s) who will be in-charge of these equipment and manage their functioning and operation,

AND WHEREAS RCN, through its representatives is willing to work with the SCHOOL for the next three years (from the date of installation of the RDEP System) to ensure its proper functioning, up-gradation, operator training and expandability to facilitate achievement of the broader end objectives of the RDEP project,

AND WHEREAS the SCHOOL being interested in availing this assistance and being willing to nominate a responsible person and his/her proxy to undergo training, has approached RCN for assistance,

AND WHEREAS the SCHOOL is keen to work with RCN on a long term basis to avail the benefits of technologically advanced facilities for distance education and to implement the RDEP System at its premises to enhance education and employability of its students,

AND WHEREAS the SCHOOL has agreed and has nominated a primary coordinator and additional backup coordinators (at least one) (Samina H. Tamboli) and Bargaje Bhagwan V. for the duration of three years from the date of the installation of the RDEP System to support, supervise and assist in the implementation of the project and in its on-going operation, and to replace these coordinators within 15 days should they be unable, incapable or unwilling to conduct their tasks or if they should leave the organization, and the SCHOOL further agrees to nominate and send the new coordinators for training for the next available training session.

ROTARY CLUB OF NASIK, GANJMAL



AND WHEREAS the SCHOOL has also agreed to abide by the terms and conditions as discussed and laid down in this MoU,

IT is expressly agreed and declared by and between the parties hereto as follows:-

1. RCN will purchase and hand over to the SCHOOL the RDEP System comprising equipment and items as enumerated in Annexure-A (which is hereby incorporated by reference to this MoU) and the SCHOOL will accept the System as per Annexure-A and retain custody of the same at the pleasure of RCN. The ownership of the said System shall vest in RCN unless RCN reaches any other agreement with the SCHOOL.
2. The SCHOOL shall prepare a 'Installation Report' as per Annexure-B (which is hereby incorporated by reference to this MoU), evidencing receipt of the System and its installation in good and working condition. The SCHOOL shall hand over the 'Installation Report' to RCN immediately after the system is installed.
3. The SCHOOL will nominate a responsible person as primary coordinator as well as additional backup coordinator to take charge of the System and to operate it thereafter. RCN will impart through its representatives, the necessary training to the said coordinators and will also give other necessary instruction for the successful operation of the System; and the coordinators will be obliged to act as per the instructions given by RCN.
4. The System will operate on electrical energy and the SCHOOL will make necessary arrangements for providing electrical connection and earthing for the System as required by the supplier.
5. The SCHOOL will allot a separate enclosed room on its premises with lock and key arrangement for installing the System. The equipment will be in the custody of the SCHOOL Authorities. The SCHOOL will also arrange appropriate furniture (Tables etc) for keeping the System.
6. The System shall be used only for educational purpose as approved by RCN. Any deviation in the usage will require prior written approval of RCN.
7. If it is found that the System is used for purposes other than education or it is unused for a period of 15 days or more at a stretch (vacations excluded) or it is not maintained as per supplier's instructions, or it is moved out of the allotted room, or any modifications or alterations are carried out without the knowledge and prior approval of RCN, or if any similar irregularity is noticed, RCN will issue a notice and if the fault remains uncured for a period exceeding 15 days from the date of the notice, RCN reserves the right to confiscate the System.
8. The SCHOOL will keep a record of all schedules, usage and developments relating to this project so that the benefits of this project can be identified and assessed. At the end of the Academic Year, the SCHOOL will provide a report based on a template provided by RCN which delineates the efficacy and impact of this project.
9. The SCHOOL is expected to utilize the system at the fullest level during the three year tenure.
10. The SCHOOL is expected to keep the system in dust free environment. Regular cleaning of the system should be done by schools. If it is found that the school is not keeping the