



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AF 735643

MEMORANDUM OF UNDERSTANDING

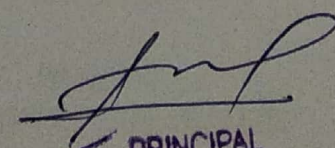
The MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MoU") is made in Darjeeling, West Bengal on the **14th of June 2022**

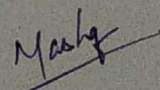
BETWEEN

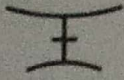
(1) Bijanbari Degree College (hereinafter referred to as "BDC"), which is an educational institution established on 4th November 1995, which expression shall, unless anything repugnant to the context, include its successors in office and assigns

AND

(2) Eastern Himalayan Foundation, (hereinafter referred to as "EHF"), incorporated under the Companies Act, 2013 on March 7th 2022 having its registered office at Relling School-line, Darjeeling, West-Bengal, 734201 which expression shall, unless anything repugnant to the context, include its successors in office and assigns,


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Each of the parties mentioned above are, hereinafter collectively, referred to as the "**Parties**" and individually as a "Party".

WHEREAS

(A) BDC has agreed to implement the **Trailblazer Fellowship** with the 2nd and 4th semester students from all departments and a **College Outreach Program** for all students

(B) EHF aims to build youth leadership in the districts of Darjeeling and Kalimpong.

Since November 2021 to April 2022, it have been engaged in an intensive Needs Assessment with 8 educational institutions in the Darjeeling SubDivision and the Block of Darjeeling Pulbazar and conducted a survey of appx. 240 youth representatives to understand the 'State of the Youth' in Darjeeling.

Based on the insights received from the needs assessment process, EHF IS initiating a youth Fellowship program (called the 'Trailblazer Fellowship') and a College Outreach program with the following colleges:

1. Darjeeling Govt. College
2. Bijanbari Degree College

(C) EHF does not have any commercial interest in working with BDC;

(D) The Parties have a common interest to build and improve the capacities of youth in Darjeeling district.

(E) The MoU is a statement of intent by BDC and EHF to work together and is a non-legally binding document.

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The parties hereby agree as follows:

1. Purpose of the Partnership

BDC and EHF are determined to build and improve capacities and skills of the fellows through Trailblazer Fellowship and College Outreach Program. They are keen to promote such initiatives that help fellows/youth discover and build their skills and capacities.

2. Term of the Partnership

The duration of the MoU is for 3 years.

At the end of three years, both the Parties may extend the term of this MoU on such Terms and Conditions as may be mutually agreed in writing.

3. Key Elements of the Partnership

3.1 TRAILBLAZER FELLOWSHIP COMPONENTS (70%)

3.1.1 Selection Process

EHF will select 5-8 Fellows, in consultation with the BDC, based on criteria set by EHF

3.1.2 Training

- Fellows will be trained to identify and implement a project in their chosen communities of intervention (in college/village/town) on a relevant social issue with the United Nations' Sustainable Development Goals (for eg. education, waste, climate change, delivery of services etc.)
- Through the project, fellows will be trained on 21st Century Skills including Life & Career Skills, Information, technology & media, learning & innovation

3.1.3 Duration

The Fellowship will be for a period of 6-8 months



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3.1.4 Engagement of the Fellows

- i. The Fellows will be engaged for an average of 10 hours per week
- ii. This will include work in their chosen communities of intervention (in college/village/town) and attending weekly meetings
- iii. They will be required to attend monthly residential training conducted by the EHF team
- iv. They will also be attending one exposure visit to a non-profit organization outside Darjeeling implementing an innovative solution on the same issue as the Fellows.

3.2 COLLEGE OUTREACH PROGRAM (30%)

3.2.1 Training

A larger cohort of students (selected by the College) will be engaged & trained on the topics included within 21st Century learning including:

1. Life & Career Skills
2. Information, Media & Technology skills

4. Outcomes

4.1 Outcomes of the Trailblazer Fellowship

4.1.1 Selected fellows will be able to engage their communities on relevant social issues using 21st century skills

4.1.2 Selected fellows will be able to design and implement a project within the United Nations' framework of Sustainable Development Goals

4.1.3 Fellows will be able to demonstrate improved employability skills

4.1.4 Each academic year, 5-8 Fellows will graduate from the Trailblazer Fellowship program

4.1.5 They will receive a certificate of completion from BDC and EHF combined

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4.2 Outcomes of the College Outreach Program

4.2.1 A larger cohort of students (selected by BDC) will be engaged & trained on the topics included within 21st Century learning including Life & Career Skills and Information, Media & Technology skills

5. Roles and Responsibilities of the Parties in the MoU

5.1 EHF team:

- 5.1.1 Selection of Fellows (in consultation with BDC)
- 5.1.2 Finalization of the curriculum for the Trailblazer Fellowship
- 5.1.3 Training of Fellows
- 5.1.4 Design and implement the engagement plan of the Fellows (in 3.1.4 above)
- 5.1.5 Financially support the Fellows for exposure visits and any other areas where it deems required for the successful completion of the Fellowship
- 5.1.6 Connect with sector experts
- 5.1.7 Create a joint review mechanism to assess the progress of the Fellows with BDC
- 5.1.8 Conduct sessions for College Outreach Program in collaboration with external organizations/individuals jointly selected with the BDC

5.2 Bijanbari Degree College (BDC):

- 5.1.2 Help organize sessions with students to introduce them to the Fellowship and invite applications
- 5.1.3 Selection of Fellows (in consultation with the EHF team)
- 5.1.4 Support the selected Fellows to attend the monthly residential training programs organized by the EHF
- 5.1.5 Support the EHF team to review the progress of the Fellows in BDC
- 5.1.6 Identify cohort for the College Outreach Program
- 5.1.7 Identify topics within 3.2.1 with EHF for the College Outreach Program



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5.1.8 Provide a space for conducting training, workshops and seminars for the College Outreach Program

5.1.9 Ensure attendance of students for the College Outreach program

6. Representatives

(1) BDC nominates Assistant Professors, Mr. Adit Pariyar and Ms. Norki Wangmu Yolmo, Bijanbari Degree College, to interact with EHF concerning this MoU

(2) EHF nominates Ms. Mashqura Fareedi, Founder Director, Easter Himalayan Foundation, to interact with BDC to deal with the issues related to the initiatives stated in this MoU.

(3) Either Party may change or nominate additional representatives as it may deem necessary subject to intimation in writing to the other Party.

(4) Each of the Parties warrants and undertakes that it (and any person acting on its behalf) shall comply with all applicable laws while performing under this MOU.

7. Representation, Warranties and Undertakings

(1) EHF have represented that each of its initiatives relating to this MoU is in compliance with applicable laws and Government rules.

(2) EHF has further represented that execution of this MOU:

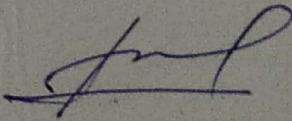
- I. Is within its powers and has been duly authorized by it;
- II. Constitutes its legal, valid and binding obligations;
- III. Does not conflict in any material respect with any law or regulation or its constitutional documents or any document binding on it and that it has obtained all necessary consents for the performance by it of this MOU and;

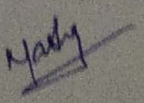
(3) BDC and EHF have represented that each of its initiatives related to this MoU is in compliance with applicable laws and rules in Government rules.

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- (4) BDC and EHF have further represented that execution of this MOU:
- a. Is within their powers and have been duly authorized;
 - b. Constitutes its legal, valid and binding obligations;
 - c. Does not conflict in any material respect with any law or regulation

8. Confidentiality

All Parties agree that any confidential information received from the other Party will not be used otherwise than for the purposes of the Programme under this MOU or for the purpose of fulfilling a statutory, legal or regulatory obligation.

9. Non-solicitation

During the term of this MoU and for one (1) year immediately following its termination, neither Party shall, on its own behalf or in the service or on behalf of others, induce or attempt to induce any officer, director, or employee to leave the other Party.

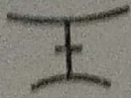
10. Non-Publicity

Programme, furnish any details of thereof, advertise, issue any press release, or use the other Party's name in any format or make any other public announcement related to this MoU and the Programme, to any other person or entity, written or oral, without the prior written consent of the other Party.

This does not include social media campaigns that EHF will be undertaking with the Fellows as part of the Fellowship curriculum.

11. Notices

Any notice (including written intimation) required to be given under this MoU shall be deemed to have been duly given upon receipt when in writing and delivered in



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person, by facsimile transmission, by email, or by courier at the address stated below, namely:

(a) In the case of the BDC- Dr. R B Bhujel

Title: Principal, Bijanbari Degree College

(b) In the case of EHF - Ms. Mashqura Fareedi

Title: Founder Director, Eastern Himalayan Foundation, Darjeeling
School Line, Relling, Bihabarey, Darjeeling 734201

12. Governing Law and Dispute Resolution

(1) This MoU shall be interpreted, construed and enforced in accordance with the laws of India.

(2) In the event of any dispute between the Parties arising under this MoU (including with regard to the existence, validity or enforceability of this MoU or any provisions hereof), the Founder Director of EHF and the Representatives of the BDC, shall use their best efforts to resolve such dispute amicably through discussions between senior representatives of the Parties.

(3) Any dispute between the Parties as to matters arising under this MoU which cannot be settled amicably within thirty days after receipt by one Party of the other Party's written request for amicable settlement may be submitted by either Party to arbitration in accordance with the provisions set out below.

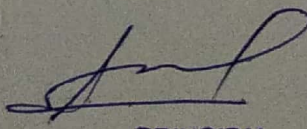
a. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any amendment or reenactment thereof and the rules made there under. Each dispute submitted by a Party shall be heard by a sole arbitrator appointed jointly by both the Parties.

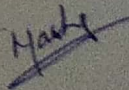
b. Arbitration proceedings shall be held in Darjeeling and the language of any arbitration proceedings shall be English.

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13. Amendments

No amendment, supplement, modification or clarification to this MoU shall be valid or binding unless set forth in writing and duly executed by the Parties to this MoU.

14. Relationships

This MOU is on a principal-to-principal basis between the Parties hereto. Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or master and servant or employer and employee between the Parties hereto or any affiliates thereof or to provide either Party with the right, power or authority, whether expressed or implied to create any such duty or obligation on behalf of the other Parties.

15. Survival

The provisions that survive the determination of this MoU by implication, including but not limited to the provisions of clause 15 (*Survival*) shall survive the termination of this MoU.

16. Counterparts

This MoU may be executed in counterparts, each of which shall be deemed to be original, but all of which together shall constitute one and the same MoU.

17. Termination

Either Party may initiate termination of this MoU, by giving at least three months prior notice in writing to the other party and the termination notice will specify the reason for terminating this MOU.

IN WITNESS WHEREOF the parties have caused these presents to be executed by their duly authorized official on the day, month and year first written above.

SIGNED AND DELIVERED by the Officer for and on behalf of **Eastern Himalayan Foundation**

Mashu
14/06/22
Name: MASHU CA FALIEDI
Title: FOUNDED DIRECTOR

Witness: *M. Sherpa*

Name: MESANG SHERPA

SIGNED AND DELIVERED by the Officer for and on behalf of **Bijanbari Degree College**

Hambahadur Mungel
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Name:

Title:

Witness:

Name: *Adit Panja*
Panja
14/6/2022

Moskey Chandra