

MEMORANDUM OF UNDERSTANDING

This Binding Memorandum of Understanding (hereinafter "Memorandum" or "MOU") is dated this 27.06.2022 (Monday)

BETWEEN

Government Khawzawl college having its registered office at Khawzawl (hereinafter referred to as "First Party" which expression shall mean and include its legal heirs, administrators and permitted assigns)

AND

Department of Environment ,Forests & Climate Change, Khawzawl Wildlife Division at Hermon (hereinafter referred to as "Second Party", which expression shall mean and include its legal heirs, administrators and permitted assigns)

(referred to herein as "Parties" or individually as "Party")

WHEREAS

- A. The parties are interested in working together in connection with the purpose which is described in this memorandum.
- B. This memorandum sets out the initial relationship between the parties as well as the respective rights and responsibilities of each parties.
- C. Each party respectively is expected to act in good faith in accordance with this memorandum.

NOW THEREFORE IN CONSIDERATION OF

The premises and mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto convenient and agree as follows:

1. PROJECT AND PURPOSE

- (a) The parties intend to investigate the prospect of working together and/ or to actually work together, on a project which will be referred to as 'Green campus initiative' ("The project")
- (b) The Project has the following purpose ("The purpose") :

The main aim of the project is to monitor the overall well being of the students and staff and to maintain a well ecological balance and its sustainability thereby contributing and bringing about an environmental awareness to the stakeholders and to recommend necessary assistance / treatment accordingly.

2. BINDING

a) The parties hereby acknowledge and agree that:

(1) The terms of this memorandum are intended to be legally binding on the parties hereto.

3. CHANGES TO MEMORANDUM

(a) This memorandum may be amended at anytime by agreement between the parties.

(b) Any changes to this memorandum must be made in writing and signed by the parties.

4. GENERAL OBLIGATIONS

a) Notwithstanding the non-binding nature of this memorandum, the parties will act as in good faith and will use their best endeavors to achieve the purpose and to give effect to the term of this memorandum.

b) The parties hereby acknowledge and agree that they will each respectively perform all acts and execute all documents as reasonably required in order to give effect to the terms of this memorandum.

c) Each party agrees to cooperate in the spirit of mutual understanding and goodwill in order to develop the parties' relationships with one another and in order to pursue the purpose.

5. ROLES OF PARTIES

a) Govt. Khawzawl College will have the following obligations in relation to the Project

1. Provide land for tree plantation
2. Provide assistance in maintaining the plantation
3. Ex situ conservation within situ

(b) Department of Environment, Forests & Climate Change, Khawzawl District will have the following obligations in relation to the Project

1. Setting up and maintenance of tree plantation.
2. Organize environmental, fire prevention awareness, and climate change sensitization programmes for the students on regular basis.
3. Provide opportunity for on the job experience for students.
4. Transfer and rehabilitation of ex-situ collections from natural habitat.

(6) CONFIDENTIALITY

(a) The Parties each hereby acknowledge and agree that in connection with this Memorandum, they may have access to information that is confidential and/or commercially valuable to one or more of the other Parties "Confidential Information)

(b) The Parties each hereby acknowledge and agree that they may be both the receiving party in relation to some Confidential information ("Receiving Party), and disclosing party in relation to some other Confidential Information ("Disclosing Party"), and that the terms of this Memorandum may apply to a Party as both a Receiving Party and as a Disclosing Party, as the context so provides.

(c) For the purpose of the memorandum, confidential information may include but is not limited to:

- (I) Information of whatever nature relating to the project or to another party (whether relating to the project or otherwise)
- (II) Any information derived from any other information which falls within this definition of confidential information and
- (III) Any copy of any confidential information

But does not include information which

- (I) was known or in the possession of the Receiving Party before it was pinned to the receiving Party by the Disclosing Party, provided that it was known or in the possession of the receiving Party through legal means, and not as a result of any breach of this Memorandum or any other agreement or obligation relating to confidentiality [whether or not the Receiving Party was a party to such other agreement or obligation.
- (II) is, or becomes, utility available, through no fault of the Receiving Party; is provided to the receiving Party without restriction or disclosure by a third party, who did not breach any confidentiality obligations by making such a disclosure,
- (III) is provided by the Receiving Party by the Disclosing Party and is marked "Non Confidential or
- (IV) is required by law or regulation to be disclosed, but in the event that this exception applies, it applies only to the absolute minimum necessary and provided that the Disclosing Party is first consulted to establish whether and if so, how far it is possible to prevent or restrict such enforced disclosure

(d) In relation to any confidential information :

- (i) the Receiving Party shall keep the Confidential Information confidential and
- (ii) the Receiving Party shall only use the Confidential Information for the purpose of Working in good faith on the Project in accordance with this Memorandum:
- (iii) (i) the Receiving Party shall not release the Confidential information to any other Party
Unless that other party is an advisor who is under a duty confidentiality, assisting with the Project, and needs to have the Confidential information in order to assist the project

(e) If there is any doubt as to whether any particular information constitutes confidential information, the receiving party should presume it is confidential information, until the Receiving party obtains explicit information from the Disclosing party it is not confidential information.

(f) Each party's respective obligations of confidentiality under this clause will survive the termination or expiration of this memorandum and will continue after that party ceases to participate in the project.

(8) CONSEQUENCES OF TERMINATION

(a) in the event that this Memorandum is terminated

either Party will, under this Memorandum, incur any financial liability to the other Party and

(i) Notwithstanding the preceding sub-clause hereof, either Party may incur liability towards the other Party in connection with matters outside of this Memorandum which may include but are not limited to liability in relation to breach of contract tort or equity

in the event that a Party (First Party is in possession of any equipment, materials,

documents intellectual property, data or other information Mems") that are the property

of the other Party Second Party 1. then the First Party must promptly return all items to the

Second Party, or destroy any items if directed to do so by the Second Party, and

(9) COSTS

Unless otherwise expressly provided in writing, each Party is responsible for its own costs of complying with this Memorandum and in connection with the performance of its obligations under this Memorandum

(10) FORCE MAJEURE

If and to the extent that a Party's performance of any of its obligations under this MOU is hindered or delayed by fire, earthquake, elements of nature or acts of God, acts of war, terrorism, riots civil disorders, rebellions or revolutions, or any other similar cause beyond the reasonable control of such party (each a force majeure Event) and such non-performance, hindrance or delay could not have been prevented by reasonable precautions, then the non-performing, hindered or delayed party will be excused for such non-performance or delay as applicable of those obligations affected by the force majeure event for as long as such force majeure event continues and such party continues to use its best efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans or other means. The party whose performance is prevented, hindered or delayed by a force majeure Event will immediately notify the other parties of the occurrence of the force majeure and describe in reasonable detail, the nature of the Force Majeure Event.

If the Force Majeure Event continues for a continuous period exceeding 20 (twenty) days, the Parties shall mutually agree on the future course of action. However, despite all efforts made by the Parties in good faith, if the Force Majeure Event continues for a period of 30 (thirty) days, either of the Parties shall have the right to terminate this MOU by giving the other Parties a notice of termination in writing.

(11) INDEMNITY

Each Party ("Indemnifying Party") hereby agrees to indemnify and hold the other Party harmless from all damages, costs, attorney's fees or other losses arising out of or relating to

(a) breach of this MOU by the Indemnifying Party;

(b) breach of any representation or warranty by the Indemnifying Party.

(12) SEVERABILITY

If any provision of this MOU shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this MOU shall be construed as if such invalid, illegal or unenforceable provision had **never** been contained herein. Any invalid or unenforceable provision of this MOU shall be replaced with a provision that is valid and enforceable and most nearly gives effect to the original intent of the invalid/unenforceable provision

(13) ENTIRE AGREEMENT

This MOU constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereby and supersedes any and all prior negotiations, correspondence, agreements, understandings duties or obligations between the Parties with respect to the subject matter hereof.

(14) NO OTHER RIGHTS GRANTED

Nothing in this MOU is intended to grant any rights under any patent, copyright or other intellectual property rights of any Party in favor of the other Party's Confidential information in connection with the Project under this MOU

(15) AMENDMENTS

Any change alteration, amendment or notification to this MOU must be in writing and signed by authorized representative s of both the parties.

(16) DISPUTE RESOLUTION

(a) Any dispute (s) arising out of this this MOU shall, as far as possible, be settled amicably between the Parties hereto failing, which the following shall apply.

(i) Any dispute under this MOU shall be referred to by arbitration by a sole arbitrator to be appointed jointly by the Parties

(c) The arbitration Proceedings shall be held in Khawzawl in accordance with the provisions of the arbitration and Conciliation ACT, 1996 or any statutory re-enactment or modification thereof for the time being in force.

(c) The Parties agree that the arbitration award shall be final and may be enforced as a decree.

(e) The Parties further agree that subject to the above only the competent courts at Khawzawl, Mizoram shall have jurisdiction in all matters arising hereunder

(f) if either Party employs attorneys to enforce any rights arising out of or relating to this MOU, the prevailing Party shall be entitled to recover reasonable costs and attorneys' fees

(17) GOVERNING LAW

(d) This MOU and all issues arising out of the same shall be construed in accordance with the laws of India.

SIGNED BY THE PARTIES THIS 27.06.2022

27/6/22

Principal, Government Khawzawl College

Principal
Govt. Khawzawl College
Khawzawl.

27/6/22

Divisional Forest Officer,
Department of Environment, Forest & Climate Change,
Khawzawl District.

Divisional Forest Officer
Khawzawl Wildlife Division
Khawzawl, Mizoram

27/06/22
(LALRUATPUICA)

Witness

Assistant Professor
Govt. Khawzawl College.

27/6/22
(H. VANLALHRAUA)

Environmental Management
Govt. Khawzawl College