

MEMORANDUM OF UNDERSTANDING

between

Bookwallah Organisation, Mumbai

and

Sophia College for Women (Autonomous), Mumbai

Date: 26th June, 2018

Memorandum of Understanding

This Memorandum of Understanding (hereinafter referred to as 'MoU') is signed and entered into on 26th June, 2018, by and between:

The Bookwallah Organisation India, not-for-profit organisation registered under Section 8 of the Companies Act, 2013, bearing Company Identification Number U85120MH2013NPL250631, and having its registered office at B-3060, Oberoi Garden Estate, Chandivali Road, Off. Saki Vihar Road, Andheri East, Mumbai - 400072, India (hereinafter referred to as the '**First Party**')

AND

Sophia College for Women, having its registered office at Bhulabhai Desai Road, Mumbai 400 026, Maharashtra, India is registered under the Societies Registration Act XXI of 1860 (Registration No. 1053 of 1940-1941) (hereinafter referred to as the '**Second Party**')

The First Party and the Second Party are collectively referred to as 'Parties' and individually 'Party.'

RECITALS

- A. The First Party is a not-for-profit organisation that are dedicated to change the lives of children impacted by trauma through the universal language of stories. They operate libraries across India and provide healing to the children through the power of narrative story telling.
- B. The Second Party is a government-aided educational institution, for Women offering programmes such as B.A., B.Sc, BASCJ and BScIT.

INTERPRETATIONS

Interpretation - Unless the context requires otherwise:

- a. Any reference to the singular shall include the plural and vice-versa;
- b. Reference to a particular gender shall include a reference to the opposite gender / neutral;
- c. Clause headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer;
- d. References to this MoU or any other document shall be construed as references to this MoU or that other document as amended, varied, novated, supplemented or replaced from time to time;
- e. In determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done;
- f. The words "in writing" / "written" includes any communication made by letter or by e-mail.

PURPOSE OF THE MoU

The purpose of this MoU is to formalize the collaboration between Bookwallah Organization and Sophia College to engage in volunteer activities aimed at supporting orphans and traumatized children through storytelling sessions.

1. DURATION:

This MoU shall be binding on each party for a period of five years from the date of signing. The agreement can be mutually extended by the parties by agreeing the same in writing. The agreement can be terminated by either party upon 1 month of advance notice to the other party.

2. TERMS OF AGREEMENT:

- **Commencement and Duration:**
 - This MoU shall commence upon the date of signing.
 - It shall remain in effect through the period until the completion of 25-30 hours by the Sophia Volunteers per year.
- **Volunteer Engagement:**
 - Sophia College shall provide volunteers for storytelling sessions for children affected by trauma.
 - These sessions, including the Storytelling Program, Story Sparklers program, Buddy program, and Safe Heaven Library Program, shall be conducted by volunteers of Sophia College at centers located in Mumbai once a week.
- **Training and Certification:**
 - Volunteers of Sophia College shall receive training from Bookwallah Organization for conducting the sessions.
 - Bookwallah Organization shall provide certification to trained volunteers with appropriate signage.
- **Community Service:**
 - Bookwallah Organization shall mobilize extra volunteering resources to enhance the outcome of services through the Project.
 - Such missions and support shall be recorded and communicated to external stakeholders.
- **Confidential Information:**
 - Any orally disclosed information shall be treated confidentially.
 - In case of disclosure of abuse-related events during sessions, the Second party shall inform

the First Party for proper handling and ensuring the child's well-being.

- The Second Party shall protect the secrecy of Confidential Information.
- **Recruitment Period:**
 - Recruitment shall begin in July and conclude by September.
 - No student applications shall be entertained after the deadline.
 - The College shall inform the First Party about exam schedules in advance for session adjustments.
- **Agreement:**
 - The Parties acknowledge that this Memorandum represents the entire agreement between them.
 - Any changes or modifications must be made in writing and signed by both Parties.

Legal Binding: This MoU constitutes a legally binding agreement between Bookwallah Organization and Sophia College.

3. PUBLICITY AND FAIR USE

- The First Party intends to utilize the digital photographs and video obtained on social media platforms as well as its own website, www.bookwallah.org
- The First Party is entitled to use the material and data collected, either during or after conducting the tasks mentioned in this MoU, for the purposes of conducting internal studies or using the same in its annual reporting.
- The First Party understands that the act of obtaining and utilizing digital photography would be restricted insofar as to comply with the directives of Child Welfare Committee ('CWC') established under the Juvenile Justice (Care and Protection of Children) Act, 2000 (as amended).

4. GOVERNING LAW AND DISPUTE RESOLUTION

- This MoU shall be governed and construed in accordance with the laws of India. The courts in Mumbai, Maharashtra shall have exclusive jurisdiction in all proceedings arising out of this MoU.
- The Parties undertake to take all reasonable endeavours in good faith to resolve any disputes which arise under them in connection with the terms of the MoU.
- A Party may give the other Party a notice of dispute ('Dispute Notice') in connection with the terms of the MoU. Following the giving of a Dispute Notice, the dispute must initially be referred to a representative with the appropriate authority of each of the Parties, who will use reasonable efforts to resolve the dispute within fifteen (15) Working Days of giving the Dispute Notice.

NOTICES

- Any notice or other communication given pursuant to this MoU must be in writing, and shall be marked for the attention of the person and (a) delivered personally, or (b) sent by courier, or (c) registered mail, postage prepaid, or (d) sent by electronic mail as follows:

<p>To: Bookwallah Organisation India ('the First Party') Address: B-3060, Oberoi Garden Estate, Chandivali Road, Off. Saki Vihar Road, Andheri East, Mumbai – 400072 Attention: Ms. Seena Jacob Email ID: sjacob@bookwallah.org</p>	<p>To: Sophia College for Women ('the Second Party') Address: Sophia College for Women, Bhulabhai Desai Road, Mumbai 400 026, Maharashtra Attention: Dr. Sr. Ananda Amritmahal Email ID: aaengsophia@gmail.com</p>
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- Any Party may from time to time change its address for the purpose of notices to that Party by giving a similar notice specifying a new address.



AMENDMENTS

- This MoU may be modified, extended, or amended only by a writing duly executed by or on behalf of each of the Parties.

GENERAL

- This MoU and the documents referred to in it contain the whole MoU between the parties relating to the transactions contemplated by this MoU and supersede all previous MoUs between the parties relating to these transactions.
- Unless otherwise provided for in this MoU, no variation or agreed termination of this MoU shall be of any force or effect unless in writing and signed by each party.
- Any failure to exercise or any delay in exercising any right or remedy under this MoU shall not constitute a waiver of that right or remedy or a waiver of any other right or remedy and no single or partial exercise of any right or remedy under this MoU will prevent any further exercise of that right or remedy or the exercise of any other right or remedy.

Agreed and accepted by:

For	The Bookwallah Organisation India (“the First Party”)	Sophia College for Women (“the Second Party”)
Signature		
Authorized Person	Ms. Seena Jacob	Dr. Sr. Ananda Amritmahal PRINCIPAL, SOPHIA COLLEGE, BHULABHAI DEASI ROAD,
Designation	CEO and Founder	Principal MUMBAI-400 026.
Date of Signing	26 th June, 2018	30 th June, 2018

