



தமிழ்நாடு TAMILNADU
25 SEP 2019

AD 265650

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Undertaking ("MoU") is made on this 3rd day of October, 2019 ("Effective Date") between DATRI Blood Stem Cell Donors Registry (hereinafter referred to as "DATRI" or "First Party"), a non-profit NGO limited by guarantee, having its registered office at Module No: 1207 & 1208, 12th Floor, TICEL Bio Park Ltd. – Phase II, CSIR Road, Taramani, Chennai – 600113, Tamil Nadu, India which expression shall include its affiliates, and Christ College (hereinafter referred to as "Christ College" or "Second Party") having its registered premises at 26/4 A, Off Pune Nagar Road, Wadgaon Sheri, Pune 411014 which expression shall include its affiliates if any.

DATRI and Second Party shall hereinafter be referred to individually as "Party" and collectively as "Parties".

WHEREAS

- A. DATRI is an NGO, not-for-profit registry for volunteer blood stem cell donors, engaged in creating awareness on blood stem cell donation, organizing donor registration drives and facilitating blood stem-cell donation amongst donors and patients associated with DATRI
- B. Second Party is an educational institution with its own campus and student, faculty, staff population and functions as per guidelines and lawful regulations applicable to it and as set by Govt. of India

For DATRI BLOOD STEM CELL DONORS REGISTRY

S. Anand

[Signature]

- C. "Event" – Such work that involves the on location and online activity for organizing donor registration drives for the purpose of registering volunteer donors with DATRI ("Services") in the premises of Second Party that is carried out at specified time frames and as per the guidelines set by DATRI and Second Party
- D. This MoU formalizes a carefully considered, good faith expression between DATRI and Second Party to set forth the terms and conditions of the cooperation between the Parties for organizing and conducting the Event at the premises of Second Party

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS UNDER

1. Purpose

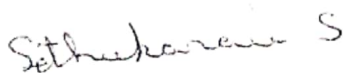
- 1.1. Associating with DATRI will help public visibility (both online and offline) for the cause and at the same time promote the social engagement of the institution and their students. It will serve as a learning opportunity for the students in the social responsibility and awareness sector, and will also be a possible avenue for all students to explore their learning in association with a social cause,
- 1.2. The Parties as per the terms and conditions of this MoU agree and acknowledge to enter into this MoU for the purpose of management and execution of the Event.
- 1.3. The Parties agree and acknowledge that during or after the termination of this MoU, both the Parties are free to conduct their business without any limitation or constraints. The execution of this MoU does not hinder or exempts any Party to conduct business in its individual capacity.

2. Details of Understanding

2.1. **Responsibilities of DATRI/ First Party**

- 2.1.1. As a part of the Event, DATRI shall organize and conduct Donor awareness and registration drives in the premises of Second Party and shall provide all supporting materials towards the same including but not limited to flyers, standees, posters, registration related forms, presentations and similar materials
- 2.1.2. DATRI will provide guidance and support for any Volunteers from Second Party to carry out the Event in an effective manner;
- 2.1.3. DATRI shall associate with the NSS chapter and similar student/ staff bodies of Second Party for arranging the Event with mutual consent of both Parties

For DATRI BLOOD STEM CELL DONORS REGISTRATION



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- 2.1.4. DATRI shall not be paying any compensation in cash or kind to Second Party for the purpose of the Event
- 2.1.5. DATRI can use the Event particulars including Second Party, photos, quotes and related information in collaterals that includes but not limited to flyers, brochures, calendars, and digital media both in print and electronic forms, press coverage and media interaction;
- 2.1.6. DATRI can use Event particulars in social media sharing, including but not limited to Facebook, Twitter, Instagram, LinkedIn and other prospective forums of social media;
- 2.1.7. DATRI is required to ensure that the good name of Second Party does not suffer any harm or abuse during the Event or at any point of time during the association period
- 2.1.8. DATRI will obtain all relevant signed consents from the volunteers and volunteer donors who register with DATRI as is its regular practice and as deemed necessary for the successful execution and completion of the Event, as laid out by its internal protocols

2.2. Responsibilities of Second Party

- 2.2.1. Second Party will facilitate in arranging the venue/ premises for the purpose of the Event, and extend such infrastructural and personnel support including but not limited to access to the auditorium, audio visual systems, seating arrangements and similar requirements, as is within its ability and capacity
- 2.2.2. All materials used developed towards/ issued by DATRI for the Event will be the sole property of DATRI and shall be returned to DATRI after the completion of the Event. This applies to both print and digital copies;
- 2.2.3. Second Party is required to ensure that the tradename of DATRI does not suffer any harm or abuse during the Event or at any point of time where the Event is used as a reference point.
- 2.2.4. Second Party would be required to ensure that it does not disclose any Confidential Information of DATRI including but not limited to its processes, associates, donors, patients, doctors, employees, volunteers, vendors and other similar data to any third parties, with or without any intent to cause such disclosure;
- 2.2.5. Second Party will share with DATRI any/ all collaterals and similar materials if any, that it will be using towards the Event before the same is used and any such sharing will be done after written confirmation from DATRI. Any concern DATRI has with respect to the content or form of sharing will be considered by Second Party and clearance shall be obtained before sharing it in public/ private domains mentioned herein;
- 2.2.6. Any data collected by volunteers from Second Party towards/ as part of the Event will be shared with DATRI on a timely basis as stipulated by the individual needs of each separate Event;

FOR DATRI BLOOD STEM CELL DONORS REGISTRY


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3. Confidentiality

3.1 "Confidential Information" means data, information and materials disclosed by either Party to the other Party, whether in a tangible or intangible form, in any media and by any method of communication, including but not limited to written or printed documents, oral statements, written, oral or electronic form and any digital media. Notwithstanding the generality of the foregoing, any information related to the donors or patients including any sensitive personal information shall be construed as Confidential Information.

3.2

3.3 During the term of this MoU and thereafter, each Party will use and reproduce the other Party's Confidential Information only for the purpose of this MoU and only to the extent necessary for such purpose and will restrict disclosure of the other Party's Confidential Information to any third party, unless otherwise required for the purpose of this MoU.

3.4 Each Party shall treat as confidential the other Party's Confidential Information and will use all reasonable care not to disclose but to protect such information and keep it secure from theft, loss, misuse and inadvertent disclosure.

3.5 Obligation to keep information confidential is perpetual in nature.

4 Term and Termination

The term of this MoU shall be ongoing from the Effective Date of this MoU (for 3 years) unless otherwise revoked or terminated by either Party. During the Term any of the Party can wish to withdraw from the MOU with 30 days prior written notice acknowledged by both Parties mutually.

5 Regulatory compliance

Both Parties assert that they operate in compliance of all applicable state Acts and national Acts/ laws, rules, regulations and orders as laid out by the Governing Law of India.

6 Governing Law and Jurisdiction

This MoU shall be governed by and construed in accordance with, the laws of India and subject to the competent courts at Chennai, State of Tamil Nadu, India

IN WITNESS WHEREOF the Parties have duly executed this MoU as of the Effective Date
For DATRI Blood Stem Cell Donors Registry For Christ College - Pune

For DATRI BLOOD STEM CELL DONORS REGISTRY

Sethukarasi S

Authorised Signatory

Sethukarasi S

Head- Operations

Date: 26th Sep 2019

Contact number: 044 – 40795300

Email: info@datri.org

Rev. Dr. Sony Chundattu CMI

Rev. Dr. Sony Chundattu CMI

Director

Date: 3rd October, 2019

Contact Number: 7020935892

Email: director@christcollegepune.org