



Memorandum of Understanding (MoU)

This MoU has been signed on the 18th day of January 2023 at IIT Kanpur, Kanpur Nagar (U.P.)

Between

Government College of Engineering and Technology, Jammu

And

The Students' Gymkhana, IIT Kanpur, represented by Prof. Arnab Bhattacharya in his capacity as Associate Dean of Student Activities, having its office at IIT Campus, IIT Kanpur, Kalyanpur, Kanpur-208016 (hereinafter referred to as 'Team Antaragni 2022', which expression, unless repugnant to the context or meaning thereon, shall mean and include its successors and permitted assigns) on the Second part.

Whereas the Students' Gymkhana is the students' governance organization of IIT Kanpur established in 1962. The Gymkhana seeks to cultivate leadership qualities amongst students to foster a corporate life and advance the general cause of the institute's student body.

And whereas, Antaragni, the cultural festival of IIT Kanpur, marks an eruption of cultural flair and creative exuberance that is the hallmark of our national diversity in general and our institute in particular, thus defining the purpose it seeks to fulfill. Over the years, Antaragni has expanded and evolved into the biggest cultural extravaganza organized by students of an institute.

And whereas the Students' Gymkhana would be organizing Antaragni 2022 program for the year 2022.

And whereas the company of the first part has shown its interest to sponsor Nationals, Antaragni'22 as Official **Venue Partner** for Jammu Roadtrip by Barter basis, as provided by the Team Antaragni 2022. The Team Antaragni 2022 has agreed to grant the sponsorship rights to the company for the program subject to the terms and conditions of this MoU.

IN CONSIDERATION OF THEIR RESPECTIVE OBLIGATIONS, COVENANTS, RIGHTS, AND WARRANTIES AND REPRESENTATIONS HEREIN CONTAINED, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

A. OBJECTIVES OF THE MOU:

The Objectives of this MoU is to provide and facilitate a framework of cooperation between the Parties for the Program to achieve the followings-

- To promote interaction between Antaragni '22 and "Government College of Engineering and Technology", Jammu in mutually beneficial areas.
- To provide a formal basis for interaction between Antaragni '22 and "Government College of Engineering and Technology", Jammu.



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B. Scope of MoU:

The scope of the MoU would be limited to the cultural festival of Antaragni' 22 only.

C. Terms and conditions of the MoU:

- a. **Period-** This MoU will remain valid till 20th April 2023, beyond which no queries or disputes regarding or pertaining to this MoU would be entertained.
- b. That Team Antaragni 22 and the Sponsor both shall be bound to ensure and make available their respective deliverables as detailed in **Schedule-A** and **Schedule-B** of this MoU.
- c. That the Team Antaragni 22 would be liable to provide the Sponsor Post Festival Report well in time.
- d. That deletion of any existing deliverable(s) or addition of any new deliverable(s) shall be done with mutual consent under the signatures of both parties.
- e. That once the MoU is signed and Venue partner has provided the services to Team Antaragni 22, the MoU shall be binding on both parties.
- f. The Venue partner will be solely responsible for complying with all the applicable laws, statutory obligations, and other necessary compliances, etc. for the purpose.

D. Confidentiality:

- a. It is relevant to explain that the information of the program as identified by Team Antaragni 22 for the purpose shall not contravene the provisions of this clause.
- b. Confidential Information includes all communication of information/ ideas disclosed/derived in documentary or tangible form between the Parties, including oral, written, and machine-readable forms. In the case of such information disclosed orally or visually, the Disclosing Party shall confirm in writing the fact and general nature of each disclosure within 30 days after it is made. The party disclosing the Confidential Information shall be referred to as the Disclosing Party. The Party receiving the Confidential Information shall be referred to as the Receiving Party.
- c. Confidential Information includes the information:
 - i. Disclosed by or on behalf of the Disclosing party to the Receiving party,
 - ii. Otherwise learned or ascertained by the Receiving Party from inspection and/or evaluation of sample(s) identified by the Disclosing Party as confidential and provided to the Receiving Party by or on behalf of the Disclosing Party (sample(s)) and/or, otherwise learned or ascertained by the Receiving Party from the Disclosing Party.
 - iii. The Receiving Party will not disclose confidential information of the Disclosing Party to any other person and use at least the same degree of care to maintain the Information confidential as Receiving Party uses in maintaining as confidential its own confidential information, but always at



least a reasonable degree of care; due diligence will be taken by both the Parties in the maintenance of confidential information.

- iv. The Receiving Party will use the confidential information only for the purpose.
- v. The Receiving Party will restrict disclosure of the confidential information of the Disclosing Party solely to those employees, subsidiaries, parents, and affiliated companies of Receiving Party having a need to know such Information in order to accomplish the purpose stated above.
- vi. This MoU imposes no obligations on Receiving Party with respect to any portion of the confidential information received from Disclosing Party which:
 1. was known to Receiving Party prior to disclosure by Disclosing Party;
 2. is lawfully obtained by Receiving Party from a third party under no obligation of confidentiality;
 3. is or becomes generally known or publicly available other than by unauthorized disclosure;
 4. is independently developed by Receiving Party;
 5. is disclosed by Disclosing Party to a third party without a duty of confidentiality on the third party;
 6. is required by law.
- d. The confidential information shall remain the sole property of the Disclosing Party.
- e. The obligation of non-disclosure of confidential information shall survive for 3 years after the expiry/termination of this MoU.

E. **Dispute settlement:**

- a. In case there is a dispute relating to any aspect of cooperation or any disagreement arising out of the application, interpretation, or implementation of this MoU, both the parties shall endeavour to exercise their best efforts to negotiate their differences in a spirit of independence, mutual respect, and shared responsibility.
- b. Any disputes whatsoever shall, if not settled mutually, be referred to a sole arbitrator appointed mutually by the parties, failing which the parties may nominate one arbitrator each who shall appoint an umpire in this regard. The decision of the umpire shall be acceptable to both parties.

F. **Termination:**

This MoU may be terminated by either party by serving 30 days' advance notice to the other Party. However, the obligations and commitments created during the existence of this MoU shall not be affected due to such termination.





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Force Majeure:

Neither Party shall be liable for any failure or delay on its part in performing its obligations under this MoU if such failure or delay is due to Force Majeure conditions (such as riots, lockouts, floods, war, government regulations including pandemic or forced lockdown, Act of God, etc.) in whole or in part makes it impossible for the other party to perform its obligations under this MoU.

G. Jurisdiction:

All disputes shall be subject to the jurisdiction of courts situated at Kanpur Nagar district only.

In witness whereof, the parties hereto have offered their signature from the date mentioned above.

<p>Festival Coordinator</p> <p>Antaragni '22, IIT Kanpur</p>	<p><i>Shawar</i> 19/11/2023 Signing Authority Government College of Engineering and Technology, Jammu</p>
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Section - B

The deliverables from the "Government College of Engineering and Technology" are as follows:

Provide permission and assistance to Antaragni'22 in hosting its Road Trip in **Government College of Engineering and Technology, Jammu** for Jammu Nationals on 10th of February, 2023 in the following ways:

1. Give Permission for the following events to be held in your college:
 - A. Solo Dance(Estampie)
 - B. Monologue
 - C. Group Dance (Jitterbug)
 - D. Antaragni Idol
 - E. Kavyanjali
 - F. Poetry Slam
 - G. Street Play (Nukkad Natak)
 - H. Modern Art
2. Make available the following event-specific venues:
 - a. Room for Kavyanjali, Poetry Slam with mics.
 - b. Music room equipped with mic and speaker for Antaragni Idol and Monologue.
 - c. Room equipped with Sound systems and Carpet-flooring for Solo Dance and Group Dance.
 - d. 1 room for judges to replenish themselves.
 - e. Room for Modern Art event and Nukkad Natak.
3. Unrestricted Entry of Participants to Event Venues.
4. Approve an Organizing Committee of 20-25 students from college to volunteer in hosting this event.
5. Appropriate security personnel for smooth conduction of events and to implement covid protocols.
6. Allow us to put banners and standee of sponsors at different locations at the venue.
7. Allow us to put stalls at different locations at the venue.

Festival Coordinator Antaragni '22, IIT Kanpur	Signing Authority Government College of Engineering and Technology, Jammu
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19/1/2023
Government College of Engineering and Technology, Jammu



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Section - A

The Deliverables from Antaragni '22 will be as follows:

1. **Government College of Engineering and Technology** shall be presented as the Official Venue Partner in Jammu, Nationals, Antaragni'22.
2. Name of **Government College of Engineering and Technology** as host college for Jammu Nationals invites to be sent to over 30 colleges in state including all prominent colleges of Jammu and cities nearby
3. The name and logo of **Government College of Engineering and Technology** will be present on the publicity posters.
4. Logo, name presence and page linkage of **Government College of Engineering and Technology** on posters which will be released through social media page of Antaragni like Facebook and Instagram.
5. Campus Ambassador and Volunteer Certificates will be provided to the organizing committee to help us in hosting the event.

Festival Coordinator Antaragni '22, IIT Kanpur	Signing Authority Government College of Engineering and Technology, Jammu
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19.11/2023