

## Memorandum of Association [MoA]

### To be signed with Cat Z organisations

*Category Z [Cat Z] organizations are: NGO's/Academic Institutions/Agricultural Universities/  
Research organizations of the Central and State Govts.*

This Memorandum of Association (the "MoA") made effective from **06/02/2019, Wednesday**, between **SPOORTI FOUNDATION** and **EPICS at CMR College of Engineering & Technology** (hereinafter referred to as "Party 1"); having its office at Kandlakoya, Hyderabad, Telangana -501401 and **SPOORTI FOUNDATION** having its office at 10-484, EC NAGAR, HCL Post, Hyderabad - 500051, Telangana (hereinafter referred to as "Party 2"); with signatories of this MoA being referred to herein individually as "Party" or collectively as "Parties".

### WHEREAS

- a. The Party1 is desirous to get the ENGINEERING PROJECTS IN COMMUNITY SERVICES (EPICS) studies conducted for the community service projects in association with Party 2.
- b. The Party 2 has been conducting such studies.
- c. The Parties see mutual advantage in establishing a collaboration to further proceed for the ENGINEERING PROJECTS IN COMMUNITY SERVICES (EPICS) studies.
- d. It is the intent of the Parties that the ENGINEERING PROJECTS IN COMMUNITY SERVICES (EPICS) studies shall be completed as per the schedule.

**NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

### 1. Purpose of MoA

The purpose of this MoA is to serve as a basis and framework for the Parties to process ENGINEERING PROJECTS IN COMMUNITY SERVICES (EPICS) studies for the projects through the SPOORTI FOUNDATION NGO Assistance. (the "Purpose").



1

**For SPOORTI FOUNDATION**  
  
Managing Trustee

## 2. Scope

- a. The Parties shall meet or correspond as necessary to discuss and attempt to agree on the progress of work relating to the ENGINEERING PROJECTS IN COMMUNITY SERVICES (EPICS) studies to be carried out by the Party2 as per schedule.
- b. The output of the work shall be strictly as per schedule.

## 3. Work Expenses

The expenses related to the implementation of the Projects shall be fully borne by the Party 1 through CMR College of Engineering & Technology students funding to Party2. Costs related to the Survey, data collection shall be booked as per the standard of Procedures in SPOORTI FOUNDATION and as per the schedule given in schedule.

## 4. Mutual Agreements

Parties agree as follows:

- a. Party1 will offer supportive technical assistance in the data collection for the work.
- b. The Party1 will monitor the implementation of each component of work for the Purpose for successfully achievement of goals.
- c. The Party 2 will give monthly, quarterly or other periodic reports that may be necessary to document of program success to the CMR College of Engineering & Technology.
- d. The Party 1 will coordinate, facilitate, and/or provide access to resources which will assist in implementing the Purpose.
- e. The Party2 will implement the studies in any manner within its authorities, which may include getting of required data, liasoning of all government departments etc.
- f. In case of breach (delay) Party 2 of the terms of this agreement the Party 1 may unilaterally, by serving a written notification, terminate this MOA and ensure works through some other party(ies) as a result of such termination.

## 5. Duration and Termination.

- a. This MOA shall enter into force from the moment of its execution and shall remain in full force till the achievement of the Purpose.
- b. The MOA may be terminated by parties by terminating its involvement in the activities set out in this MoA. Such termination shall be in writing to all other Parties and should not result in any kind of liability towards the other Parties

- c. Party 2 shall recoup all the liabilities created under this agreement and the other Parties' obligations that shall survive on termination or expiration of this MoA.

## 6. Amendments

- a. This MOA may be amended by written agreement of the parties.
- b. If any provision of this MOA becomes invalid or unenforceable, the validity of other provisions shall not be affected.

## 7. Notifications

Any correspondence sent by the parties within the framework of this MOA shall be made in writing and shall be sent by mail, courier service or facsimile transmission (with the original to follow).

## 8. Governing Law

Member (SPOORTI FOUNDATION), CMR College of Engineering & Technology shall endeavour to settle any disputes arising by negotiation between the Parties, whose decision shall be final and binding.

## 9. Signatures

In testimony where of, the parties to this MoA have hereinto set and subscribed their hands for the continuance of this MoA.

FOR  
CMR COLLEGE OF  
ENGINEERING & TECHNOLOGY

Name: DR. V. A. NARAYANA

Title: PRINCIPAL

Date: 06-02-2019

Sign: [Signature]  
PRINCIPAL  
CMR COLLEGE OF ENGG. & TECH.  
Kandlakoya (V), Medchal Road,  
Hyderabad-501401.



FOR  
SPOORTI FOUNDATION

Name: V. SRINIVAS

Title: MANAGING TRUSTEE

Date: 06-02-2019

Sign: [Signature]  
FOR SPOORTI FOUNDATION



Managing Trustee

For SPOORTI FOUNDATION  
[Signature]  
Managing Trustee