

# SANJIRO FOUNDATION

18/Himat Nagar .B/H Evenue Colony.Bhuj Kutch 370001. Phone: 7069026288  
Reg.No.F-3406 /Kutch-Guj/3225/Kutch

## MEMORANDUM OF UNDERSTANDING

**This Agreement hereafter referred to as “An Agreement”**

**Is entered into on this 1st september 2021 between**

**Sanjiro Foundation**

**And**

**La Global Foundation**

**SanjiroFoundation** of Kutch- preserving heritage of Kutch and make it global by catering to diverse needs and perspective. Sanjiro of Kutch will provide a direct market to these artisans so that the gap between buyer and seller is reduced. According to the current scenario, market systems, brokers and mediators are ruling the market depriving artists of their well-earned profits. These web spaces will provide them direct access to the market.

**La Global Foundation**, a Non-profit organisation is working towards the holistic development of the people across Health, Education, Water, Sanitation & Economic Development by creating a scalable, replicable & community- centric model of sustainable development, in accordance with the United Nation’s 17 Sustainable development goals.

### **Role and Responsibilities:**

#### **Sanjiro Foundation**

- Sanjiro will identify the artisans as per the activities and connect them with the La Global Foundationfor the demonstration of their art/ craft
- Participate in the joint performance-monitoring process of the project.
- Allocate a single point of contact for all issues/clarifications/updates.

#### **La Global Foundation:**

- La Global Foundation will promote the work of the artisans and provide them a platform for their work.
  - They will provide a support through online and offline mode.
  - Participate in the joint performance-monitoring process of the project.
  - Allocate a single point of contact for all issues/clarifications/updates.
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- La Global Foundation will promote the work of the artisans and provide them a platform for their work .The Marketing cost is barred by La Globel foundation. The charge of promotion and travelling expenses is divided mutually after getting order.first year profit sharing ratio will be 50-50% .the sharing ratio will be revised after a year mutually.

## **Terms And Conditions:**

### **1. Effective Date and Duration of MoU**

This MoU takes effect on the date the last Party signs and will continue for a period of **3 years**only. The Parties may agree in writing to extend it for a further period to be determined.

### **2. Applicable Laws/ Governing Laws**

This Agreement shall be interpreted in accordance with the laws of the Republic of India.

### **3. Confidentiality**

Each Party shall keep confidential all information or material acquired or produced in connection with this MoU and will not without prior written consent of the other Party use or disclose or otherwise make available this information or material in any form to any person, except as required by law. This provision is binding on the Parties and will survive the termination or expiry of this MoU.

### **4. Intellectual Property**

Ownership of Intellectual Property shared by the Parties pursuant to this MoU will remain with the contributor or creator. All such materials must be treated as confidential and not for public circulation unless specifically agreed otherwise by both Parties in writing. This provision is binding on the Parties and will survive the termination or expiry of this MoU.

### **5. Use of Name and Logo**

A Party will not use the name or logo or any variation of the name or logo of the other Party, or of any member of the other Party, or its employees or students, in any publicity, advertising or news release without the prior written approval of an authorised

representative of that Party. This provision is binding on the Parties and will survive the termination or expiry of this MoU.

## **6. Standards of Performance**

The Parties agree that all obligations under this MoU and any Agreement resulting from this MoU will be performed in a manner protective of and consistent with both Parties' reputation for excellence and integrity in education, research and scholarship.

## **7. Dispute Resolution**

Any dispute related to this MoU shall be settled by amicable negotiations between the two institutions. In case this is not successful, the dispute shall be resolved through an arbitrator appointed by the two Parties by mutual agreement. Should the Parties fail to reach such agreement within one month of a request for arbitration by any Party, the arbitrator shall be appointed by a judge of the Supreme Court of Mauritius sitting in Chambers. The award of the arbitrator shall not be the subject matter of an appeal or review before the Court. It shall be final and binding.

## **8. Termination**

In so far as they do not interfere with any activities in progress, amendments to this MoU and agreements following this MoU may be made at any time, provided they are in writing and reflect the joint wish of both Parties to this Agreement.

In so far as the termination does not interfere with any activities in progress, either Party may terminate this agreement by giving three (3) months written notice.

The termination of this MoU will not affect any activity or project that is the subject of a further agreement between the Parties unless the relevant agreement provides otherwise.

## **9. Miscellaneous**

Assignment: The Parties shall not, without the prior written consent of the other Party, assign, change or otherwise transfer, delegate, or share any provision of this Agreement to any third party whatsoever.

Amendment: No amendment or change hereon or additional hereto shall be effective or binding upon any of the parties hereto unless the same is reduced in writing with specific reference to this MOU and executed by the Parties hereto.

Any notice or other communication required or permitted to be given between the parties hereto shall be sent by registered post to the addresses first hereinabove mentioned unless changed earlier which change has been notified in writing.

IN WITNESS WHEREOF the Parties have caused executed this Agreement to be executed by their duly authorized representatives on the date first above mentioned.

**For La Global Foundation**

**For Sanjiro Foundation**

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Name: Meenakshi Sawhney  
Title: President

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Name: Himal Vaidya  
Title: Secretary

**In the Presence of:**

**In the Presence of:**

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Name:  
Title:

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Name:  
Title: