



हरियाणा HARYANA

09AA 356263

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is entered in to this 17th day of May, 2019 at Panchkula, Haryana by and between the parties:

Haryana School Shiksha Pariyojna Parishad, Panchkula, having their office at Shiksha Sadan, 3rd Floor, Sector 5, Panchkula-134109 (hereinafter referred to as "**First Party**" or HSSPP" which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) acting through its authorized representative Dr. Anoop Singh of the first part.

AND

Routes 2 Roots an NGO, registered under the Societies Registration Act of 1860 and as amended up to date, having its registered office at R-19, LGF, Hauz Khas, New Delhi-110016.

(Hereinafter referred to as "**Second Party**" which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) acting through its authorized representative Teena Vachani, General Secretary.

HSSPP and Routes 2 Roots are hereinafter individually referred to as "**Party**" and collectively as "**Parties**".

(Handwritten signatures)

WHEREAS:

- a) Routes 2 Roots is a non-profit Society registered under the Societies Registration Act 1860 in NCT Delhi.
- b) Routes 2 Roots is established as a cultural organization engaged in promotion of Art, Culture, and Heritage all over the world to promote cultural understanding amongst the people irrespective of color, caste and creed. Ever since its inception in 2004 it has been hosting numerous cultural programs all over India and in different parts of the world promoting culture and tolerances for each other's culture. In the year, 2016 Routes 2 Roots launched another project by the name of VIRSA, derived from the word VIRASAT meaning Heritage. This was an ambitious project to launch Digital learning of Performing Arts, which shall have no boundary, or geographical limitations and all the children shall get the opportunity to learn their culture from India's most reputed Gurus and Teachers with live daily interactive classes. This program is being provided to the children and schools **free of cost**.
- c) That the Education Ministry, Government of Haryana, has approximately 14000 schools spread over the entire state of Haryana and are desirous of providing VIRSA Digital Learning of Performing Arts to its schools in all the districts of State of Haryana. Routes 2 Roots gave a presentation under the Chairmanship of State Project Director in Shiksha Sadan Panchkula on 16th, July, 2018.
- d) Based on the Presentation by the party of the second part the party of the first part was desirous of introducing Virsa in its schools on the following Terms and conditions.

1. OBLIGATION AND DUTIES OF ROUTES 2 ROOTS.

- (i) Routes 2 Roots have a state of the art studio based out of New Delhi and are regularly beaming out 2/3 classes on all school working days Monday to Friday. Timings. 1st class 9AM to 10 AM, 2nd Class 11AM to 12 PM and 3rd Class 12PM to 1 PM.
- (ii) These classes shall be made available to all the participating schools in Haryana **PRO BONO, (Free of Cost)**.
- (iii) In all 14 disciplines are being taught viz. Kathak, Bharatnatyam, Tabla, Harmonium, Sitar, Flute, Guitar, Keyboard, Violin, Carnatic Vocal, Hindustani Vocal, Theater, Yoga, and Brain Development. It is at the



discretion of the party of the second part to increase more art forms in the disciplines being taught and or alter any of the disciplines at their sole discretion and on the advice of their advisory Board consisting of legends viz. Padam Vibhushan Pd. Birju Mahraj, Ustad Amjad Ali Khan, Dr. L. Subramaniam, Padam Bhushan and Grammy Award Winner Pd. Vishwa Mohan Bhatt, Pd. Rajan and Sajan Mishra Padma Shri Ms. Shovana Narayan, Kavita Krishnamurthy and actress Juhi Chawla.

(iv) Routes 2 Roots will not charge or be paid any fee or any sort of charges by HSSPP, for providing Digital interactive classes including Master classes being conducted by the Virsa advisory board and contributing maestros.

(v) Routes 2 Roots shall provide the following for each participating school:

- Curriculum of all the disciplines being taught for benefit of all the schools and children, digitally.
- Dedicated Passwords for all the schools to enable all the children to view archived classes at their convenience.
- Monthly schedule of all classes in advance.
- Technical support by our IT team.
- Monthly attendance report to the all the principal's and Education Department for monitoring the level of participation and scope of correction wherever required.
- All India Interschool competitions providing platform to the children to display their talent and win attractive prizes and certificates are organized twice a year and all the children from Haryana schools shall be eligible for participation. All other activities including camps to be organized shall be open to Haryana schools as and when these are announced. There is no cost for this participation for the schoolchildren or Government of Haryana.
- Shall provide software download to all the schools to connect to VIRSA **at no cost.**

2. **OBLIGATIONS OF HARYANA SCHOOL SHIKSHA PARIYOJNA PARISHAD**

(i) Haryana School Shiksha Pariyojna Parishad, Panchkula party of the first part shall provide the details of schools as under with address, name of

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principal and coordinator/warden along with their contact details:

- (ii) 22 Schools (one school per district having SIT facility) where interactive, Monitors Camera, Computer, Microphone and internet connectivity is available. If microphones or camera are not available it will be provided by Routes to roots.
- (iii) For rest of the schools initially party of the second part shall provide live feed to EDUSAT facility of the party of the first part to beam out classes to all the schools, which shall not be interactive but will achieve by becoming the first State in the country to have 100% Digital connectivity to Government schools. Achieving the dream of SMART HARYANA-DIGITAL HARYANA.
- (iv) Gradually the party of the first part shall convert the schools enabling them to be interactive by installing cameras computers microphones and upgrade the internet connectivity to such schools.
- (v) It is clearly understood that the cost and maintenance of equipment/internet connectivity shall be the sole responsibility of the party of the first part and Party of the second part shall in no way be responsible for the performance of equipment's at each school or at the site of EDUSAT. However, party of the second part shall provide any technical support on advisory level promptly.
- (vi) Each participating school of the Party of the first part shall depute one coordinator in each school who shall be responsible to manage the classes in their school and the coordinator of the party of the second part can communicate with these coordinators on day-to-day basis for passing on class related information.

3. COVENANTS

During the subsistence of this Project and/or the MOU, the Second Party hereby agrees to:

Promptly notify the First Party;

- (a) of any event or circumstance which would, or is likely to, result in any of the representations and warranties made by the Second Party hereunder becoming untrue, incorrect or misleading in any manner;
- (b) of any circumstance or event which would, or is likely to interfere in/prevent/delay the proper implementation of the Project, or other

- similar happenings likely to have a Material Adverse Effect on the Project;
- (c) of any material loss or damage which the Second Party may suffer due to any event, circumstances or act of God;
 - (d) HSSPP shall not provide any financial assistance /funds/grant to Routes 2 Roots for execution of this MOU.

4. DURATION OF MOU

This MOU shall be effective from the date of execution and shall continue till a period of 3 (three) years from the date of signing this MOU i.e. from 17th May 2019 to 16th May 2022. This MOU may be further extended with the mutual consent of the parties.

5. TERMINATION

The First Party may terminate or suspend this MOU, upon thirty (30) days written notice to the Second Party, in whole or in part for any material breach committed by the Second Party or upon happening of an event of Default under this MOU. Provided, that any portion of this MOU that is not terminated or suspended shall remain in force and effect.

6. ASSIGNMENT

- 1 The Second Party shall not be entitled to assign any of its rights, benefits or obligations under this MOU and/or any other Facility Agreements without written consent of the First Party;
- 2 Save as aforesaid, this MOU shall be binding upon and shall ensure for the benefit of the First Party and its successors in title and assigns and the Second Party and its successors in title.

7. GENERAL

- Any notice by one Party to the other Party shall be in writing and posted, delivered personally with proper acknowledgment or sent by courier, registered or certified mail or facsimile transmission to the Second Party's last known address and/or the address as specified hereto.

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**First Party: Haryana School Shiksha Pariyojna Parishad,
Panchkula**

**Registered Office: Shiksha Sadan,
3rd Floor, Sector 5, Panchkula,
Haryana-134109**

Phone:

Fax:

Email:

**Second Party: ROUTES
ROOTS**

**R- 19, LGF, Hauz Khas,
New Delhi-110016**

Phone: 011-41646383

Fax: 011 41646384

E mail.

info@routes2roots.com

- Either Party may, from time to time change its respective address or representative for receipt of notices or other communications by giving to the other Party not less than 10 days prior written notice in English.

8. DISPUTE RESOLUTION

- (i) Any dispute, difference, controversy or claim between the Parties arising out of or relating to this MoU or the construction, interpretation, breach, termination or validity thereof ("Dispute") shall, upon the written request of either Party be referred to the authorized representatives of the Parties for resolution. The authorized representatives shall promptly meet and attempt to negotiate in good faith a resolution of the Dispute. In the event that the Parties are unable to resolve the Dispute through negotiation within Thirty (30) Days after service by a Party of such a request, then the Dispute shall be referred to the Financial Commissioner and Principal Secretary (School Education) GoH or any officer nominated by

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Financial Commissioner and Principal Secretary (School Education), GoH who will be the sole arbitrator. The dispute will be resolved as per the provisions of Arbitration and Conciliation Act 1996 (as amended from time to time). The decision of the sole arbitrator will be final & binding upon the parties. The proceedings of arbitration shall be held at Chandigarh/Panchkula.

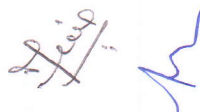
- (ii) This MOU shall be governed by and construed in accordance with the laws of India ("**Governing Law**").

9. FORCE MAJEURE:

If a party is prevented by force majeure from fulfilling its obligations, it shall not be deemed in breach of such obligations. The said party shall use all reasonable efforts to mitigate consequences of force majeure. At the same time, the Parties shall consult with each other on modalities of further execution of the Memorandum of Understanding. Force majeure as used in this Memorandum of Understanding is defined as acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

10. OTHERS

- This MOU does not give authority to CISSD to either exercise opinion or decision on behalf of HSSPP and vice versa.
- This MOU constitutes the entire agreement between the parties in respect of the transaction relating to the subject matter of this MOU. This MOU shall not be altered, modified or supplemented except with the prior written approval/consent of the parties.
- This Agreement shall be executed in two counterparts, each of which shall be deemed to be an original, but together shall constitute one and the same instrument.
- This MoU is signed on 17th May, 2019, as understood and agreed by both parties. It is a purely pro-bono basis agreement between both



parties which mean there will be no financial liabilities will be borne/ granted by the HSSPP to Routes 2 Roots.

Both the parties have set their hands in presence of witnesses on 17th day of May, 2019 as first written above.

Signed and delivered for and on behalf of the **First Party**

Name: Dr. Anoop Singh.

[Signature]
Dr. ANOOP SINGH
Procurement Officer
HSSPP Panchkula

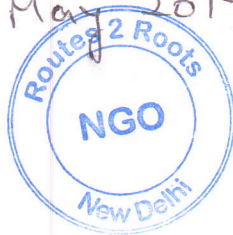
Date: 17th May 2019.

Signed and delivered for and on behalf of the **Second Party**

Name: Teena VACHANI

Signatures: *[Signature]*

Date: 17th May 2019



Witnessed by:

[Signature]

Name Dibakar Das

Address Project Coordinator creative
A performing Arts, AEU, SCERT
Haryana, Gurgaon.

Signatures:

Witnessed by:

Name RAKESH GUPTA

Address E-55, Club Road, Sainik Farm
New Delhi - 110062

Signatures: *[Signature]*