

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made at Gurugram on this 09 day of August 2021, is entered into by and between:

NEWSHOUND INDIA FOUNDATION, a Section 8 company incorporated and registered under the provisions of the Companies Act, 2013, having its registered office at 106, The Castle, Sector 56, Gurugram, Haryana, represented through its director, Mr. Arjun Samar Mahendran (hereinafter referred to as “Newshound”, which expression shall, unless repugnant to the context or the meaning thereof, be deemed to mean and include its successors and assigns);

AND

Department of Journalism & Mass Communication, Shoolini University, Bajhol, Himachal Pradesh- 173229, having its registered office at Solan-Oachghat-Kumarhatti Highway, Bajhol, Himachal Pradesh - 173229 (hereinafter referred to as the “University”, which expression shall, unless repugnant to the context or the meaning thereof, be deemed to mean and include its successors and assigns).

For the purposes of this MOU, Newshound and the University shall collectively be referred to as the “Parties” and individually as a “Party”.

WHEREAS:

- (i) Newshound is India’s only non-profit media network, facilitating student journalists through means of round-the-year, training, paid and remote internships which include on-ground reporting and engaging with local sources to bring relevant, grassroots issues to the forefront.
- (ii) The University has represented to Newshound that [it is a reputed institute which has developed and established a centre to provide media studies-related education, and facilities related thereto, to various students from across India].
- (iii) Based on the representations made by each of the Parties to the other Party, and having regard to the expertise of either Party in the relevant fields of journalism and education, the Parties have entered into this MOU to record the terms and conditions of the understanding in respect of Newshound extending various opportunities to the University’s students, and the University providing access to Newshound to their media lab.

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH and it is hereby agreed and declared between the Parties as follows:

1. Each Party represents and warrants to the other Party that:
 - 1.1 it has the power and authority to execute and deliver this MOU, and carry out its obligations and exercise its rights hereunder, and the consummation of this understanding does not derogate or conflict with its bye-laws or memorandum of association or any other contract or understanding it has with any other person;
 - 1.2 the execution and delivery of this MOU and the promises, agreements or undertakings under this MOU do not violate any (i) law, rule, regulation or order applicable to it; or (ii) agreement or any other instrument which it has executed with any other person(s); or (iii) its bye-laws or memorandum of association or such other document of a similar nature;
 - 1.3 the information and details (both oral and written) provided by it for the purposes of this MOU and the understanding contemplated hereunder are true and correct and not misleading in any manner whatsoever.

2. By executing this MOU, the Parties hereby agree and acknowledge that the Parties shall make best efforts to do and complete a number of the following:
 - 2.1 provide opportunities to all students enrolled in the University through a process satisfactory to the University ("Student Journalists");
 - 2.2 promote student journalism by means of extending paid, round-the-year, remote internships to the Student Journalists;
 - 2.3 provide on-ground news reporting and news feature production experience to Student Journalists;
 - 2.4 connect Student Journalists and journalism faculties across India;
 - 2.5 assist Student Journalists in curating a relevant portfolio;
 - 2.6 aim to create the largest network of on-ground student reporters in India;
 - 2.7 aim to extend, or facilitate the extension of, INR 300 (Indian Rupees five hundred) for every original segment uploaded on any of Newshound's platforms or in relation to any story chosen and being worked on by a Student Journalist (the mode and terms whereof shall be mutually discussed and decided between Newshound and the relevant Student Journalist);
 - 2.8 assist Student Journalists network with veteran journalists from the journalism profession, along with other relevant industry professionals;
 - 2.9 network with prospective donors to assist student journalism and further the objects of the charter documents of Newshound;
 - 2.10 bringing together contributors, collaborators and mentors to join and provide facilities and services to mentor Student Journalists

3. The areas of cooperation may include, subject to mutual consent between the Parties, any other desirable and feasible activities that would further the common goal of providing facilitating the first wave of student journalists in India, including but not limited to, rendering further requisite financial, infrastructural and educational assistance and support to the Student Journalists.

4. The Parties anticipate that a number of the activities and initiatives listed above shall occur during the term and tenure of this MOU. However, provided neither Party commits or omits to do any actions in derogation of the terms of this MOU, neither Party is or shall be deemed to be obligated to agree to the completion of any minimum number of activities or initiatives set out above.
5. The Parties hereby agree and acknowledge that, in order to achieve the objectives and complete the actions set out in this MOU, and in addition to the activities and initiatives set out above in Clause 2 of this MOU, the Parties shall, with mutual written consent, appoint not more than 2 (two) persons (unless otherwise agreed between the Parties), each of them being students of the University, each of whom shall individually be referred to as a "Newshound Student Facilitator". It is further agreed that such Newshound Student Facilitator shall act as the point of contact between Newshound, the Student Journalists and any other students enrolled in the University. Such Newshound Student Facilitator shall also, at regular intervals, update Newshound of the progress of the understanding and actions contemplated under this MOU. Such Newshound Student Facilitator shall take all actions relevant and necessary to ensure that Newshound and/or the Student Journalists are not precluded, prohibited or stopped, in any manner, from having access to and utilizing the media and journalism facilities of the University in order to give effect to and complete, in a satisfactory manner, the actions contemplated hereunder.
6. This MOU shall come into effect on the date of its execution and shall remain in full force and effect until such time as the Parties may mutually agree, in writing, or until such time as the termination hereof. It is also agreed between the Parties that this MOU can be terminated by either Party, by giving 2 (two) months' notice to the other Party, accompanied with reasons in writing, which reasons shall be reasonable, fair and non-discriminatory.
7. Each of the Parties acknowledges that the Parties have entered into this MOU on the basis of the representations made by the other Party. In the event any Party becomes aware of any fact, matter or circumstance (whether existing on or before the date of this MOU or arising afterwards) which would cause any of the representations and warranties given by them, to become untrue or inaccurate or misleading in any material respect, it shall duly inform the other Party of the same, in writing.
8. Each of the Parties shall have the right, at all times during the term and tenure of this MOU, to use the name, trademark and logo of the other Party, on a non-exclusive basis and in the ordinary course of its operations (including, but not limited to, including the same in print, digital and social media), and to further the objects of its memorandum of association.
9. It is hereby agreed between the Parties that, during the term and tenure of this MOU, the parties shall not be restricted, in any manner, from dealing, directly or indirectly, with any third party relating to the understanding contemplated under this MOU. Newshounds shall not write anti-institution segments till the time they are associated with the college.



NEWSHOUND INDIA
FOUNDATION



Shoolini
University

Think Learning.
Think Success

10. It is clearly agreed and understood by and between the Parties hereto that this understanding does not amount to a partnership or association of persons and each Party will carry out its own actions independently. It is expressly agreed that neither Party shall act as a deemed agent or principal of the other Party.
11. If any dispute or difference of any kind whatsoever arises between the Parties in connection with, or out of, this MOU, the Parties shall attempt to amicably resolve such disputes. If the dispute cannot be settled within 30 (thirty) days by mutual discussion, the Parties agree that the courts of Solan, Himachal Pradesh, India, shall have the jurisdiction to try and entertain any suit, claim or action arising out of this understanding.
12. Any provision of this MOU which is invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, without affecting, in any manner, the remaining provisions hereof.
13. Each Party shall bear and pay its own costs and fees in relation to the execution of this MOU.
14. Each of the Parties hereto shall do and execute all further acts, deeds, matters and things as may reasonably be required of them to carry out and implement the terms and provisions of this MOU.
15. Each Party shall retain a signed and certified copy of this MOU.
16. Shoolini University pledges INR 3,00,000 as Partner College Subscription Fees to Newshound India Foundation for its 2021-2022 academic session for all students enrolled in its BA IN JOURNALISM AND MASS COMMUNICATION course.

IN WITNESS WHEREOF the Parties have entered into this MOU on the aforementioned date.

SIGNED AND DELIVERED

by the within-named Shoolini University
through its Authorized Signatory

Name: Atul Kholsa, Founder & Vice-Chancellor

SIGNED AND DELIVERED

by the within-named Newshound
through its Director and Authorized Signatory



Name: Arjun Samar Mahendran, Founder & Chief Facilitator

Witness:1. -----

2. -----