



Memorandum of Understanding

Between

Veer Madho Singh Bhandari Uttarakhand Technical University, Dehradun

And

**Donor :KVS Premier Foundation, Nand Niwas, 530, Ramnagar Road, Kashipur
– 244713, Udham Singh Nagar (Uttarakhand)through its Secretary, Sh.
Devendra Kumar Agarwal s/o Sh. Mithilesh Kumar Agarwal**

Veer Madho Singh Bhandari Uttarakhand Technical University, Dehradun (hereinafter referred to as "UTU") is a premier technological University engaged in imparting professional education besides research, innovation, technical training, and consultancy since 2005 as Uttarakhand Technical University, Dehradun subsequently renamed to Veer Madho Singh Bhandari Uttarakhand Technical University, Dehradun.

AND

KVS Premier Foundation (A Registered Private Charitable Trust), through its Secretary, Sh. Devendra Kumar Agarwal s/o Sh. Mithilesh Kumar Agarwal, resident of Nand Niwas, 530, Ramnagar Road, Kashipur – 244713, Udham Singh Nagar (Uttarakhand, India), Pin code – 244713, Permanent address: Nand Niwas, 530, Ramnagar Road, Kashipur – 244713, Udham Singh Nagar (Uttarakhand, India), Pin code – 244713 – (E-mail: devendra.agarwal@kvspremier.com, Mob: 9837043556) hereinafter referred to as "Donor".

In order to encourage the talent of outstanding students of the University and promote competitiveness amongst the students the UTU and the Donor resolve to join hands for institution of a sponsored Gold Medal in the name of "Smt Vinod Devi Agarwal Memorial Gold Medal" for overall topper of B.Tech. in all branches put together, enrolled in UTU and sign this Memorandum of Understanding with following understanding.

1. Donor has donated a fund of Rs. 5,00,000/- only (Rupees Five Lacs Only) in the University account which shall be treated as Endowment Fund for the Gold Medal instituted herein. The entire amount of endowment will be treated as the corpus and the interest earned to the limit of 3% simple interest annually shall be utilized to meet the expenses towards the cost of the Gold Medal and hosting the Donor whenever invited.
2. UTU shall maintain account for donation and get it audited separately, and the utilization report shall be sent to the Donor on their demand.
3. UTU shall have an Endowment Fund Management Committee appointed by the Vice-Chancellor for the overall management of the Endowment Fund.
4. UTU shall be declaring the overall topper student of B.Tech. in all branches put

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[Signature]



together, every year after successful completion of the course in minimum stipulated period as per Ordinances. In case of a tie, the University shall be deciding topper through tie breaking first on the basis of marks secured in final year which will be followed by marks in previous years individually in descending order and based on age at the last.

5. UTU shall maintain complete account of the medal and endowment separately and the accounts shall be operated as per prescribed procedure of the University.
6. UTU shall award the Medal in the Convocation every year or in some other appropriate function as prescribed by the University in which invitation shall be essentially sent to the Donor to witness the ceremony. The first medal shall be awarded on the conclusion of the current academic session and the Donor undertakes to give the requisite amount (3% of the Endowment Fund i.e. Rs.15,000/= only, (Rupees Fifteen Thousand Only)) separately for starting the medal immediately.
7. UTU shall have the power to award a cash prize whenever the interest from the endowment is insufficient for the award of Gold Medal, in which case, it shall be called cash award with the same name. In the event of no medal being awarded in a year, the total interest accrued in respective year shall be added to the corpus. Any amount of interest over and above the cost of medal in a year shall be added to the corpus.
8. UTU shall have the power to negotiate with the donor for increasing the donation, whenever the funds are insufficient to carry out the purposes to which the funds have been endowed. In the event of refusal by the donor to increase the endowment, the University shall have the power to cancel the endowment and to forfeit the unspent amount of endowment. No interest shall be payable to the Donor.
9. UTU may go for change in terms and conditions, in consultation with the Donor with the approval of the Executive Committee of UTU.

Arbitration: The Vice Chancellor, UTU shall be the sole arbitrator in the event of any dispute arising out of or in any way concerning the present agreement or the subject matter hereof. The decision of the Arbitrator shall be final and binding on both the parties.

This MoU is signed on 27th day of ... Jan ... 2023 ... at Veer Madho Singh Bhandari Uttarakhand Technical University (UTU), Dehradun, Uttarakhand, INDIA.

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On Behalf of Donor

On Behalf of UTU

Signatures:

Devendra Kumar Agarwal

Name : Sh. Devendra Kumar Agarwal
Address: Nand Niwas, 530, Ramnagar Road
Kashipur-244713, Udham Singh Nagar

Mob: 9837043556
Email: devendra.agarwal@kvspremier.com

Witness:

1.

2.

Sh. R. P. Gupta

Name: Sh. R. P. Gupta
Registrar
Veer Madho Singh Bhandari
Uttarakhand Technical University,
Dehradun (Uttarakhand)

Registrar
Veer Madho Singh Bhandari
Uttarakhand Technical University
Dehradun, Uttarakhand

1.

Vishal Ramesh

Dr Vishal Ramesh
(Co-ordinator, FOT, UTU, D.Du)

2.

Sunil Kumar

Sunil Kumar
Staff officer to VC.