

# **Memorandum of Understanding**

***Between***



**Cancer Care  
Charitable Society**



**Guru Nanak Dev University,  
Amritsar**





## MoU between Guru Nanak Dev University and Cancer Care Charitable Society

This Memorandum of Understanding (MoU) is made & entered into on 9.2.19 between **Cancer Care Charitable Society**, a charitable Society duly registered under the relevant laws with the registration number 363/2014-15 and having its operational office at 217-B Surya Enclave Jalandhar represented by **Mr Dharminder Singh**, who has been duly authorized by the Society to execute and sign the present MOU on behalf of the Society (hereinafter referred to as "Cancer Care", which expression shall, unless repugnant to the context or meaning thereof, shall include its successors and permitted assigns) of **ONE PART**.

AND

Guru Nanak Dev University, Amritsar (GNDU) including its successors, assignees and legal representatives (hereafter to be known as the **SECOND PART**).

### A- Preamble:

Where, Cancer Care Charitable Society, is a global organization working to bring cancer awareness, education and screening facilities to people in India who otherwise won't have access to such services because of poverty or lack of facilities in remote areas. The fully converted mobile cancer screening vehicles and pop up medical camps can access remote villages and areas to offer these services to people in need. The organisation also connects the population with medical experts and government hospitals. Cancer Care Charitable Society, is desirous of launching a programme for one year (extendable) on the mutually agreed with G.N.D.U, starting from January 2019 dedicated to Cancer awareness drive in Punjab through Ours fully equipped mobile Cancer Awareness units, hereinafter referred to as the "programme". Cancer Care has approached the G.N.D.U to partner and promote this social cause which deserves support of the for its successful implementation.

.....  
Chairman  
Cancer Care Charitable Society

.....  
Registrar  
Guru Nanak Dev University, Amritsar



Where, Guru Nanak Dev University, Amritsar, Punjab, established on November 24, 1969 has a long tradition of pursuing excellence in teaching and research in science, technology, humanities, social sciences, performing arts and sports. The University supports excellence and innovation in academic programmes and promotes excellence in research, scholarship and teaching.

**AND WHEREAS** The G.N.D.U has agreed to partner and promote this social cause by Academic Students Voluntary Support on the mutually agreed terms and conditions which are elaborated and adumbrated in this Memorandum of Understanding (MOU) hereinafter.

**B: Broad Objectives and Scope:**

1. The **programme** shall be operative for a period of one year starting from Jan 2019 to 31<sup>st</sup> Dec 2019 (both days inclusive). In the event both parties mutually wish to extend the agreement they may do so on terms and conditions to be mutually agreed upon by both the parties and by means of a written supplemental or amendatory agreement before the 31st December 2019, otherwise this Memorandum of Understanding will end on 31th December 2019 (afternoon).
2. The **programme** shall consist of two fully equipped mobile cancer Awareness units for five camps in a Month (anywhere in Punjab).
3. The mobile units shall travel to the areas which are accessible for the units.
4. The itinerary of the camps under the programme which shall consist of conducting Camps in one month shall be worked out by Cancer Care and pick from their running schedule and the representatives of the G.N.D.U as mutually acceptable and convenient to both the parties.



**C: Under the present MOU Cancer Care shall be responsible for operating the programme as follows:**

(a) The Cancer Awareness Camps will initially focus on Awareness of Cancer, shall comprise of the following activities:

I. Registration of the Peoples;

II. Literature of Cancer

Awareness III. Cancer

Awareness Talk

IV. Audio/Video Documentaries on Cancer Awareness

V. One to One talk by an Doctor & Counsellor.

The Mobile Cancer Awareness Units has various facilities like-

(a) Registration desk

(b) Video Theatre 18 Seating

(c) Doctor OPD Room

(d) Examination chamber

(e) Fully computerize for Online Data

(f) It is fully backed up by UPS and has audio visual system installed in it.

(g) The mobile units will comprise of all female staff except for the driver, coordinator and few volunteers.

(h) The Cancer Care shall reach up to 250 persons for Physical examination in one day camp, and 20 Awareness Session (Audio/Video Documentaries on Cancer Awareness).

(i) The reports of the camps will be presented every quarter to G.N.D.U.

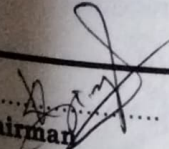


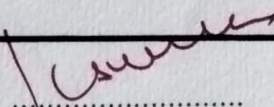
#### **D: Mode of Operation**

**Both parties will provide necessary support for effective implementation of the MoU within the institutional rules and procedures**

1. This MoU shall be effective from the date it is signed by both the Parties.
2. Within the broad framework of this MoU, CANCER CARE and GNDU create a framework to partner and promote this social cause by Academic Students Voluntary Support on the mutually agreed terms and conditions. The G.N.D.U shall be provide the Students or Volunteers during the camps.
3. Any financial commitment for joint activities under this MoU shall be subject to the approval by the competent authority of the respective organizations.
4. The activities under this MoU shall be coordinated, monitored and recorded by an Internal Coordination Committee to be constituted by both the parties, each organization will appoint an internal coordinator who will organize joint meetings at regular intervals at mutually agreed locations and maintain records of agreements, work plan and progress.
5. The visitors will be bound by the Rules and Regulations as well as code of conduct of the host institution.
6. The Internal Coordination Committee will also formulate the procedure for exchange of students, faculty and other visitors, in accordance with the Rules of the host participating institutions as defined in preamble.
7. The mode and quantum of resource sharing will be decided based on recommendation of the Internal Coordination Committee on the case to case basis, subject to approval of competent authority as required.
8. The Internal Coordination Committee will formulate action plans at its meetings and communicate it for necessary approvals by the concerned authorities.

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Cancer Care Charitable Society

  
Registrar  
Guru Nanak Dev University, Amritsar

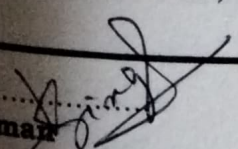


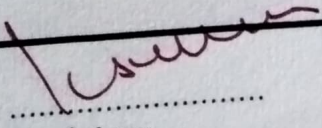
### **E: Obligations of the Parties**

1. In accordance with the clause C-4 as above **Prof. Preet Mohinder Singh Bedi** GNDU, Amritsar will be the internal Coordinator from GNDU Amritsar, whereas, **Mr Dharminder Singh** CANCER CARE will be the internal coordinator from CANCER CARE.
2. Each party shall nominate members to the Internal Coordination Committee and notify within 15 days of signing the MoU.
3. Each Party shall provide all necessary support at its disposal and as allowed by its institutional Rules, for implementing this MoU effectively.
4. The Cancer Awareness Camps will initially focus on Awareness of Cancer, shall comprise of the following activities:
  - I. Literature of Cancer
  - II. Awareness
  - III. Cancer Awareness Talk
  - IV. Audio/Video Documentaries on Cancer Awareness
  - V. One to One talk by an Doctor & Counsellor.

### **F: Duration and Termination**

1. This MoU shall remain in force initially for a period of one year. It may be renewed thereafter automatically for an extended period of three years unless any of the parties seek termination in writing.
2. This MoU may be terminated prior to the expiry of the MoU as indicated above with three months notice by either of the party in writing i.e. Heads of the two organizations.
3. Termination of this MoU between the participating parties shall not terminate the agreements entered between the Parties with any third party which the Parties may have entered into in executing the agreements under this MoU. The Parties shall continue to obtain the benefits of such third party agreement. After termination of MoU, neither of the Parties will be responsible for any losses, financial or otherwise, which (lie other Party may suffer. Upon termination or expiry of the MoU, Parties are obliged to keep the information confidential, as agreed above.

  
Chairman  
Cancer Care Charitable Society

  
Registrar  
Guru Nanak Dev University, Amritsar



## **G: GENERAL PROVISIONS**

1. Neither Party shall assign, or in any manner, transfer its interest or any part thereof in this MoU, except to wholly owned subsidiaries and agreed explicitly to (hat effect in writing.  
This MoU shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and assignees land
2. This MoU constitutes the entire understanding between the Parties relating to the subject matter hereof and supersedes and cancels any and all previous or collateral MoUs, negotiations, Commitments, representations or understandings between the Parties with respect to this MoU, and the subject matter hereof. If any of the provisions of this MoU are determined to be invalid under applicable law, they are. to that extent, deemed omitted. The invalidity of any portion of this MoU shall not render any other portion invalid; and,
3. No amendments or modifications of this MoU shall be valid unless they, are made in writing by both the Parties or their authorized representatives and specifically stating the same to be an amendment of this MoU. The modifications/changes shall be effective from the date on which they are made or executed unless otherwise agreed to.
4. This MoU is not intended to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal business organization of any kind, and the rights and obligations of the Parties shall be only those expressly set. forth herein. Nothing in this MoU shall be construed to grant either Party the right to make commitments of any kind for or on behalf of the other without the other's prior written consent.

## **H: FORCE MAJEURE**

Neither Parties shall be held responsible for non-fulfillment of their

Chairman  
Cancer Care Charitable Society

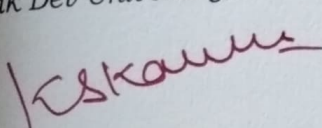
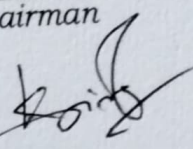
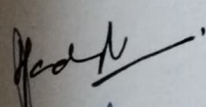
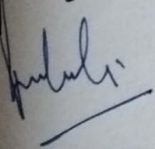
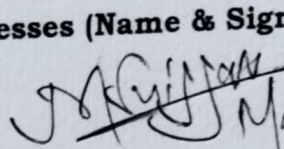
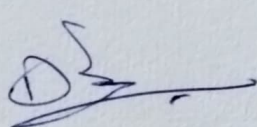
Registrar  
Guru Nanak Dev University, Amritsar



**J: SEAL OF THE PARTIES**

In witness whereof, the **PARTIES** represented by their authorized representatives, set forth their hands on this the day, month and year first stated above, agreed and accepted this **MOU** to be signed in the presence of the following witnesses:

IN WITNESS WHEREOF, each of the parties has caused this agreement to be executed by its duly authorized authorities as of date first written above.

<b>For and on Behalf of</b> <b>Guru Nanak Dev University,</b> <b>Amritsar</b>	<b>For and on Behalf of</b> <b>Cancer Care Charitable</b> <b>Society</b>
1. Registrar Guru Nanak Dev University, Amritsar  <b>Signature:</b>   <b>Name:</b> Registrar Guru Nanak Dev University  <b>Seal:</b> Amritsar.	1. Chairman  <b>Signature:</b>  <b>Name:</b>  <b>Seal:</b>
<b>Witnesses (Name &amp; Signature):</b>  1.  2. 	<b>Witnesses (Name &amp; Signature):</b>  1.  2. 

Chairman  
Cancer Care Charitable Society

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Guru Nanak Dev University, Amritsar