

# **Memorandum of Understanding**

*Between*



**Majha House, Amritsar**

**and**



**Guru Nanak Dev University, Amritsar**





## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is entered at Guru Nanak Dev University, Amritsar on 30-Oct-2018

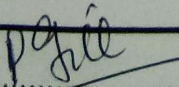
*Between*

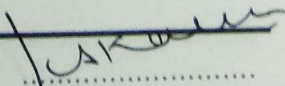
**Guru Nanak Dev University (GNDU), Amritsar, Punjab** which was established on November 24, 1969, has a long tradition of pursuing excellence in teaching and research in science and technology, humanities, social sciences, performing arts and sports. The University supports excellence and innovation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

*And*

**Majha House SS Gill Trust** offers a unique space and facility that conceptualizes plans and executes a number of initiatives to showcase the best in literature, performance, art and culture, attracting the best and brightest. This includes initiatives to locate and showcase the intellectual and cultural heritage of Punjab; encourage cutting edge research in the arts; and workshops and trainings especially for young people to come to learn and grow their skills and build interface and linkages nationally and internationally and ongoing basis, through Managing Trustee, Majha House, Amritsar.

**Guru Nanak Dev University** and **Majha House** individually referred to herein as a 'party' and collectively as the 'parties'.

  
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**Managing Trustee**  
**Majha House, Amritsar**

  
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**Registrar**  
**Guru Nanak Dev University, Amritsar**



**A: Preamble:**

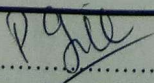
Today, **Guru Nanak Dev University, Amritsar** feels proud of the 35 academic departments at the university campus and 148 affiliated colleges and 71 associate institutes, most are situated in the rural area. Track record of employment of our students by big business Houses and Multi-National companies has been very satisfactory. Our students of management and engineering arenas are successfully employed by companies in India and abroad. They are all contributing to the credit worthiness of the University by their hard work and diligence.

Whereas, **Majha House** (or Billoo's house as it has been called after the gallantry of Lt SS Gill who died fighting for the country in 1971) is a 40 year home with a history of giving, martyrdom and gallantry. It has been witness to loss but also renewal and regeneration that represents the indomitable spirit of Punjab. In March this year we have opened the house as a community space that celebrates Punjab's culture and literature as well as seeks to bring the best writers and performers from across the country to Amritsar. A family home has thus become an open community space to encourage the free flow of arts and ideas, debate and discussion, and critical thinking

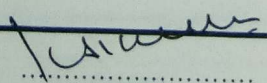
Both Parties feels that collaboration between **GNDU** and **Majha House** will enhances the strength and add value to the efforts of each party;

The Parties therefore agree on the objective of creating an institutional framework for enriching scientific endeavors in mutually agreed fields of academics, research, training and placements with the following broad objectives and scope:

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**Managing Trustee**  
**Majha House, Amritsar**

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**Registrar**  
**Guru Nanak Dev University, Amritsar**



## **B: Broad Objectives and Scope:**

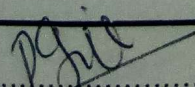
### **Objectives**

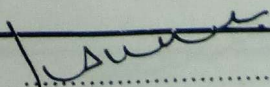
1. A collaboration between **Majha House** and **Guru Nanak Dev University** for fresh opportunities for artistic, cultural and intellectual engagements, and also open up new and different career opportunities.
2. To locate and showcase the intellectual and cultural heritage of the Majha and Punjab and build interface and linkages.
3. To establish strong cooperation between the for long-term partnership & to develop synergetic collaborations in resource sharing and knowledge sharing activities in matters of common interest
4. To develop academic programmes and share expertise in training and other academic events through joint organization of events.
5. To develop collaborations with different agencies in the world of art and culture, including film and television industry.

### **Scope**

The scope of **Majha House and Guru Nanak Dev University** collaboration can include (but not restricted to) activities below

1. Conducting guest lectures, seminars, and workshops on collaborative basis by inviting the best writers, journalists, academics, performers and artists from across the country to deliver talks at the University for the students and faculty.
2. Organize Workshops and Professional trainings in collaboration with the Department of English, School of Architecture, the upcoming Department of Mass Media and Mass Communication, Department of Fine Arts on a host of subjects like Publishing, Creative Writing, Translation, Film Making and Editing, Photography, Film Appreciation, Art Appreciation, Script Writing, Theatre. In case Majha House, Amritsar avails facilities such as Auditoriums, Conference Halls, Committee Rooms and Guest houses at GNDU campus Amritsar in the interest of its students then university shall charge 50 % of the actual reservation fee prevalent for the outside university agencies at the time of booking.
3. Conducting student interactions with Industry leaders for better understanding of the business world and requirements.
4. On the Job Training / Internship Programs and Campus recruitment.
5. Majha House Trustees and Advisors include leaders of TV industry and they can contribute to curate course material and guest lectures

  
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**Majha House, Amritsar**

  
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**Registrar**  
**Guru Nanak Dev University, Amritsar**



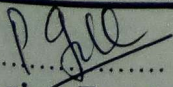
### C: Mode of Operation:

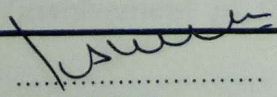
**Both parties will provide necessary support for effective implementation of the MOU within the institutional Rules and Procedures**

1. This MOU shall be effective from the date it is signed by both the Parties.
2. Within the broad framework of the MOU, **Majha House** and **GNDU** can develop joint research, academic or, exchanges, development of facilities, etc.
3. Any financial commitment including conducting guest lectures, seminars, and workshops etc. 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 constituted of members nominated by both 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 Internal Coordination Committee will formulate action plans at its meetings and communicate for information and necessary approvals by the concerned authorities
6. 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.**

### D: Obligations of the Parties

1. In accordance with the clause C-4 as above, Dean Students' Welfare, GNDU, Amritsar will be the Internal Coordinator from GNDU Amritsar, whereas, Ms. Preeti Gill, Founder, Majha House or a person nominated by her, will be the Internal Coordinator from Majha House.

  
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**Managing Trustee**  
**Majha House, Amritsar**

  
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**Registrar**  
**Guru Nanak Dev University, Amritsar**



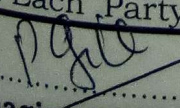
2. Each party shall nominate Seven members to the Internal Coordination Committee within 15 days of signing the MOU.
3. Each Party shall provide all necessary support at its disposal and as allowed by its institutional Rules, for implementing this MOU effectively.

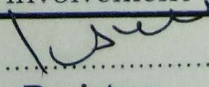
#### **E: Duration and Termination**

1. This **MOU shall remain in force for a period of Four years** from the date of signing of this agreement. However, where after, it may be **automatically renewed for an extended period for Five years subsequently overtime unless any of the parties seek termination in writing.**
2. This MOU may be terminated with at least three months' notice given in writing and with the written consent of the Heads of the two organizations.
3. Upon termination of this MOU between the participating components, the parties (Majha House & GNDU) will be indemnified from any third-party agreements/ obligation including but not limited to claims, liabilities, losses, damages, and expenses, including reasonable attorney's fees and expenses.

#### **F: Data Sharing and Intellectual Property Rights**

1. No rights in Industrial and/or Intellectual Property (Including without limitation, letters, patent, registered design, software copyrights, trademark and copyright) owned by the **Parties** on the date of signature of this MOU and independently developed on their part are hereby granted by the owning **Party** to the other **Party**, nor shall any such rights be deemed to be granted except specified by the owning **Party** in writing.
2. The Intellectual Property Rights in respect of joint project will be decided on case-to-case basis by both the parties.
3. Sharing of any data generated (either observational or computational) under the aegis of this MOU shall be as per the provisions of the specific projects/programmes.
4. Each Party shall duly acknowledge the contribution/involvement of the

  
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**Managing Trustee**  
Majha House, Amritsar

  
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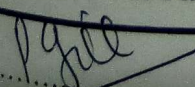
other Party in a given activity in its bulletins/publications/media release/outreach and any other official communication.

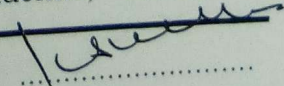
#### **G: GENERAL PROVISIONS**

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 that 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; and,
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; and,
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 respective obligations under this MOU due to the exigency of one or more of the Force Majeure events such as, but not limited to, the acts of God, War, Flood, Earthquake, Strikes, Lockouts, Epidemic, Riots, Civil

  
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**Managing Trustee**  
**Majha House, Amritsar**

  
.....  
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commotions etc. provided on the occurrence and cessation of any such event the **Party** affected thereby shall give a notice in writing to the other **Party** within 30 (Thirty) days of such occurrence or cessation. If the Force Majeure conditions continue beyond 6 (six) months, the **Parties** shall jointly decide about the future course of action.

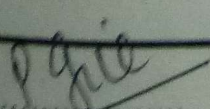
## **I: GOVERNING LAWS AND DISPUTES RESOLUTION**

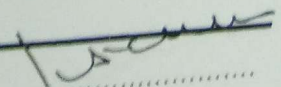
1. This MOU shall, in all respects, be governed by and construed in all respects in accordance with the laws of the Republic of India.
2. This MOU is to create a framework for enriching scientific endeavors in mutually agreed fields of research through collaboration in developing and implementing new academic and research programmes and faculty and students exchange. Hence any question, doubt or dispute arising out of the interpretation of any term or usage herein or on the implementation and functioning of the various understandings forming a part of this MOU shall be resolved by the Executive Heads of the two organizations or their authorized representatives for the purpose mentioned herein by discussions and negotiations based on consensus in the spirit of developing and strengthening the mutual relationships.
3. Any unresolved dispute, shall be **referred to Vice-Chancellor, GNDU Amritsar**, and **Managing Trustee of Majha House** and an independent arbitrator involved with mutual consent in accordance with **Arbitration and Conciliation Act, 1996** and rules framed thereof. Arbitration shall be conducted at Amritsar in English. The decision of arbitrators shall be final and binding on both the parties.
4. Each clause of this MOU is severable and if one clause is rendered illegal or is severed, it will not render the whole MOU illegal and all clauses except severed clause shall be valid & binding between two parties.

## **J: SEAL OF THE PARTIES**

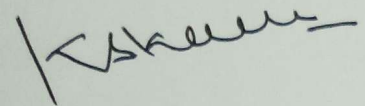
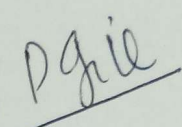
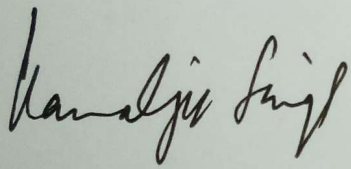
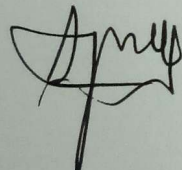
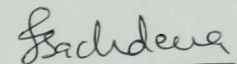
In witness whereof, the **PARTIES** represented by their authorized representatives, set forth their hands on this the day, month and year first stated above, agreed and accepted this **MOU** to be signed in the presence of the following witnesses:

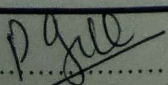
IN WITNESS WHEREOF, each of the parties has caused this agreement to be executed by its duly authorized authorities as of date first written above.

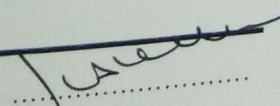
  
Managing Trustee  
Majha House, Amritsar

  
Registrar  
Guru Nanak Dev University, Amritsar



<b>For and on Behalf of</b> <b>Guru Nanak Dev University,</b> <b>Amritsar</b>	<b>For and on Behalf of</b> <b>Majha House, Amritsar</b>
Registrar, Guru Nanak Dev University, Amritsar  Signature:  Name: Seal:	Managing Trustee, Majha House, Amritsar  Signature:  Name: Preeti Gill Seal:
<b>Witnesses (Name &amp; Signature):</b>  1.  2. 	<b>Witnesses (Name &amp; Signature):</b>  1.  JASHINA SACHDEVA. 2.

  
 Managing Trustee  
 Majha House, Amritsar

  
 Registrar  
 Guru Nanak Dev University, Amritsar