

# Memorandum of Understanding

*Between*



**Guru Nanak Dev University  
Amritsar**

and



**Nishan-E-Sikhi**

Charitable Trust (Regd.)

Khadur Sahib (Tarn Taran)



## **MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is entered at Guru Nanak Dev University, Amritsar on 25th June 2019.

*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 programs, promotes excellence in research, scholarship and teaching, through Registrar, GNDU, Amritsar.

*And*

**Nishan-e-Sikhi Charitable Trust (Regd.), Khadoor Sahib** (a society has been registered under the societies Registration Act 1860 established in the year 2006). Trust has been running for years providing support to brilliant and needy students for entry into National Defense Academy. The main object of the Trust is to render selfless service to the people at large and to do welfare activities for the benefit of the public at large in general and handicapped persons suffering from physical and mental illness, old aged persons, poor students or children in particular, without any discrimination on the basis of caste, color, creed, sex, religion etc.,

**Guru Nanak Dev University** and **Nishan-e-Sikhi Charitable Trust, Khadoor Sahib (Regd.)** Taran Taran individually referred to herein as a 'party' and collectively as the 'parties'.

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**Secretary**  
**Nishan-e-Sikhi Charitable Trust**

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

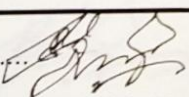
**A: Preamble:**

Today, **Guru Nanak Dev University, Amritsar** takes pride in successfully running 35 academic departments at the university campus and 148 affiliated colleges and 71 associate institutes, most of them 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 **Nishan-e-Sikhi Charitable Trust (Regd.)** was established for the smooth functioning of the welfare projects. The pentagon shaped multi storey building; Nishan-e-Sikhi has been constructed at Khadoor Sahib. S. Kartar Singh Thakral renowned Philanthropist of Singapore, and his family have generously contributed for the construction of the pentagon shaped building. Famous Architect S. Mohinderjit Singh of Amritsar, Engineer S. Baljit Singh (Jalandhar), Electrical Engineer S. Sarabjit Singh Basur of Ludhiana and head mason S. Karnail Singh supervised and guided the construction work of the building with great devotion. The building has been completed in about five years through Kaar Sewa. Prof. S.P.S Dosanjh of Jalandhar provided the landscaping layout around the super structure having transparent dome. The building is well designed with plenty of ventilation and sunlight. Equipped with state of the art, silent gen set, elevators, intercoms, CCTVs and lease line of 20Mbps Wi-Fi internet, energy efficient electrical appliance, adequate air conditioned rooms, the infrastructure stands as a landmark in Khadur Sahib. A modern auditorium has been constructed in the basement under the supervision of Dr. Raghbir Singh Bains (Canada), where seminars are organized and devotees are acquainted about various plans, using multimedia techniques.

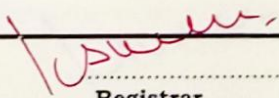
From the current academic year i.e. 2019-20 Nishan-e-Sikhi approached the Guru Nanak Dev University to help their students for preparing them for Civil services examination both UPSC and PPSC. The All India Services Centre of Preparation for Competitive Examinations (AISCCE) managed by GNDU has been imparting pre exam teaching to civil services aspirants since 1982 on GNDU campus and is charging approximately Rs. 25,000/- fee from general category students on annual basis.

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Secretary  
Nishan-e-Sikhi Charitable Trust

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Registrar  
Guru Nanak Dev University, Amritsar

Both Parties realize that collaboration between **GNDU** and **Nishan-e-Sikhi Charitable Trust** will enhance 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 students in mutually agreed fields of academics, research, training and placements with the following broad objectives and scope:

**B: Broad Objectives and Scope:**

**Objectives**

1. The collaboration between **Guru Nanak Dev University** and **Nishan-e-Sikhi Charitable Trust** for creating proper and adequate infrastructure for meeting the requirements of civil services aspirants.
2. To provide library facilities to the students by procuring more books/ materials etc. if required, relevant books, journals and source material available in soft form, for the students preparing for civil services exams.
3. To hire/appoint additional fully trained faculty from within outside the University for effective teaching in the AISCCE, if required.
4. AISCCE jointly with **Nishan-e-Sikhi Charitable Trust** aims at helping students to develop confidence in them through interaction with teachers on diverse kind of themes relevant to their preparation for IAS/PCS/UPSC examinations.
5. To develop collaboration with institutions / individuals who could contribute to further growth of the AISCCE.

**Scope**

The scope of collaboration between **Guru Nanak Dev University** and **Nishan-e-Sikhi Charitable Trust** can include (but not restricted to) activities mentioned below to raise funds for creation of a corpus for self-sufficiency, sustainability and future development of GNDU since project is not for profit purpose and the purpose is growth and development of GNDU in line with Public Private Partnership (PPP) as envisaged by Government of India:

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Secretary

**Nishan-e-Sikhi Charitable Trust**

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Registrar

**Guru Nanak Dev University, Amritsar**

1. Both the parties will jointly work for creating smart class rooms, fully equipped library, common teachers and students' rooms (Out of funds provided by Nishan-e-Sikhi in the HRDC building on the campus to be given to the AISCCE from new academic session 2019-20, to commence tentatively from August 2019.
2. Parties will ensure quality teaching to the civil services aspirants with in premises of AISCCE, covering preliminary, as well as main exams. The successful students in the main exams will also be helped to prepare for the interview.
3. The faculty members teaching in the AISCCE will help centre preparing list of books, journals and other relevant sources to be procured in the Library for use of the students.
4. For supplementing the source materials for the students a computer lab will be sought to be created in the Centre for use of students.
5. Faculty in addition to the currently hired will also sought to be associated from within and outside the University for making Centre of national standards.

#### **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, GNDU and Nishan-e-Sikhi Charitable Trust will work for ensuring quality pre examination teaching to the PCS, IAS/ UPSC aspirants.
3. Financial commitment:
  - a) Nishan-e-Sikhi Charitable Trust will provide finances/ will help build infrastructure to the tune of Rs. 25, 00,000/ (twenty five lacs ) spread over two years that is academic session of 2019-20 and 2020-21 and university will pay GST as per rules.. For the current financial year Trust will provide finances/ will help build infrastructure to the tune of Rs.15, 00,000/, to be given in two installments. Out of this half of the amount is to be spent for developing infrastructure within AISCCE and half for the purchase of books, journals and soft material. The first installment of Rs. 7, 50,000/ will be utilized as follow: Rs.4, 50,000/ for developing infrastructure within AISCCE and Rs. 3, 00,000/ for the purchase of library books, journals, etc. And the second of installment of Rs. 7, 50,000/ will be utilized as follow: Rs.4, 50,000/ for the purchase of library books, journals, etc. and Rs. 3, 00,000/ for developing infrastructure within AISCCE.

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 Secretary  
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- b) The infrastructure related requirements will be worked jointly by Consultatnt-cum-Coordinator of AISCCE, GNDU and the Coordinator to be appointed by the Nishan-e-Sikhi Charitable Trust. The Trust will provide infrastructure of the value mentioned above and no cash will be transferred to the University for this purpose. The Trust will make purchases and the purchases so made will be given to and recorded in the stock register of the AISCCE and shall be ownership of GNDU. Money for other purposes will be transferred to the University to be included in relevant budget head of the Centre.
- c) The 10,00,000/ ( ten lacs) to be given by the Trust in the next financial year that is 2020-21 in two installments will be utilized as follows: five lacs to go to the AISCCE budget head for the purchase of books and five lacs to the budget head of hiring part-time faculty from within and outside the University.
- d) In return for financial contribution by the Trust and its help for building infrastructure the AISCCE of GNDU will impart teaching (at its own cost) to up to maximum 30 students for UPSC and PCS exams , preliminary as well as main exams, to be selected by the Trust, The students will not pay fee to GNDU and will have free access to AISCCE and main library of GNDU. The students admitted by Trust will board and lodge with them and they accompanied teacher incharge, to be appointed by Nishan-e-Sikhi Charitable Trust (Regd.), Khadoor Sahib, attend University on all working days in their own mode of transport,
- e) 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.
- f) The Internal Coordination Committee will formulate action plans at its meetings and communicate for information and necessary approvals by the concerned authorities.
- g) The amount of consideration fixed at Rs. 25,00,000/- shall be inclusive of all taxes (namely GST @ 18%).

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**Secretary**  
**Nishan-e-Sikhi Charitable Trust**

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

#### **D: Obligations of the Parties**

1. In accordance with the clause C-e as above, Prof. (Dr.) Kuldip Singh, Consultant-cum-Coordinator, AISCCE, GNDU, Amritsar will be the Internal Coordinator from GNDU Amritsar, whereas, from Nishan-e-Sikhi Charitable Trust a person to be nominated by it, will be the Internal Coordinator.
2. Each party shall nominate two 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 two years from the date of signing of this agreement.
2. This MOU may be terminated with at least three months prior 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 (Nishan-e-Sikhi Charitable Trust and GNDU) will be indemnified from any third-party agreements/ obligation including but not limited to claims, liabilities, loses, damages and expenses, including reasonable attorney's fees and expenses.

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

1. The Intellectual Property Rights in respect of joint project will be decided on case-to-case basis by both the parties.
2. 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.
3. Each Party shall duly acknowledge the contribution/involvement of the other Party in a given activity in its bulletins/publications/media release/outreach and any other official communication.

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**Secretary**  
**Nishan-e-Sikhi Charitable Trust**

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**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 that effect in writing. This MOU shall be binding on and ensure to the benefit of the **Parties** hereto and their respective 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 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

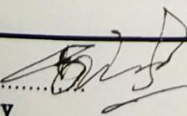
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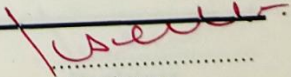
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conditions continue beyond 6 (six) months, the Parties shall jointly decide about the future course of action.

## **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. This MOU is to create a framework for enriching students in mutually agreed fields of research through collaboration in developing and implementing new academic and research programmes and faculty and students exchange. The scope of collaboration between Guru Nanak Dev University and Nishan-e-Sikhi Charitable Trust can to raise funds for creation of a corpus for self sufficiency, sustainability and future development of GNDU since project is not for profit purpose and the purpose is growth and development of GNDU in line with Public Private Partnership (PPP) as envisaged by Government of India
2. 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 **Chairman** Nishan-e-Sikhi Charitable Trust for resolution and if not an independent arbitrator appointed by both the parties 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.

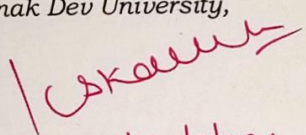
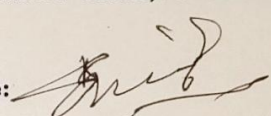
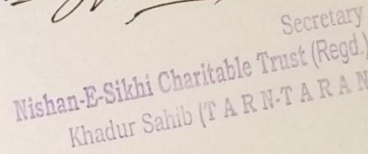
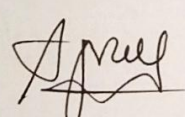
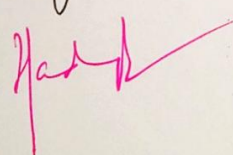
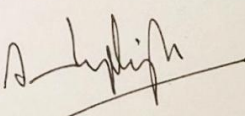
  
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**Secretary**  
Nishan-e-Sikhi Charitable Trust

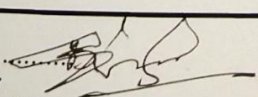
  
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Guru Nanak Dev University, Amritsar

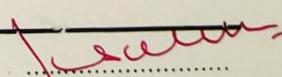
## J: SEAL OF THE PARTIES

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>Nishan-e-Sikhi Charitable</b> <b>Trust(Regd.), Khadoor Sahib</b>
Registrar, Guru Nanak Dev University, Amritsar	Secretary, Nishan-e-Sikhi Charitable Trust, Khadoor Sahib, Tarn Taran
Signature: 	Signature: 
Name: <b>Dr. K.S. Kahlon</b>	Name: <b>Secretary</b>
Seal:	Seal: 
<b>Witnesses (Name &amp; Signature):</b>	<b>Witnesses (Name &amp; Signature):</b>
1. 	1. <b>KULBIR SINGH</b>
2. 	2. 

  
Secretary  
Nishan-e-Sikhi Charitable Trust

  
Registrar  
Guru Nanak Dev University, Amritsar