

## Memorandum of Understanding

This Memorandum of Understanding is executed on **8th April 2022** (“Effective Date” of the agreement).

between

**Reap Benefit Foundation**, a Trust registered with Government of Karnataka, having its registered address at 30, Church Road, Shanthi Nagar, Bangalore 560027

**AND**

**Government College, Chhachhrauli** is classified as a government college established in 2008, recognized by University Grants Commission and located near Kajal Majra, Bilaspur Road, V.P.O., Chhachhrauli, Yamunanagar, Haryana India

Reap Benefit and Government College, Chhachhrauli may be referred to individually as a “**Party**” and together as the “**Parties**”.

### RECITALS

- A. Whereas Reap Benefit Foundation is a charitable trust engaged in the efforts to activate and nurture young citizens to solve civic and environmental problems in their local communities,
- B. Whereas Government College, Chhachhrauli provides affordable quality education, while equipping students with knowledge and skills in their chosen stream, inculcate values, identify hidden talents, provide opportunities for students to realise their full potential and thus shape them into future leaders, entrepreneurs and above all good human beings.
- C. As part of its commitment to utilising its resources toward supporting such initiatives, Government College, Chhachhrauli wishes to collaborate with Reap Benefit and **provide support** to activate problem solving skills and build a civic muscle through mentoring workshops and tools. The detailed scope of work envisaged in lieu of such support is provided in **Annexure- I**.
- D. WHEREAS the parties have agreed to execute the present MOU to record their understanding on the terms and conditions of the engagement.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, AGREEMENTS AND REPRESENTATIONS SET FORTH IN THIS AGREEMENT, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED BY THE PARTIES, THE PARTIES HEREBY AGREE AS FOLLOWS:**

### 1. DEFINITIONS AND INTERPRETATION

- 1.1. In this Agreement, the following terms shall, unless the context otherwise requires, have the following meanings:

<b>“Agreement”</b>	has the meaning ascribed to in the prefatory paragraph above.
<b>“Applicable Law”</b>	means any law, rule, regulation, circular, notification, ordinance, order, treaty, judgement, decree, injunction, permit or decision of any central, state, local or municipal government, authority, agency, court or other body having jurisdiction over the matter in question, as may be in force from time to time.
<b>“Dispute”</b>	has the meaning ascribed to it in Clause 14.1.
<b>“Identified Project”</b>	refers to the project or task for which Government College, Chhachhrauli is making the support to Reap Benefit, the details of which are more elaborately described in <b>Annexure I</b> .
<b>“Indemnified Parties”</b>	has the meaning ascribed to it in Clause 9.1.
<b>“Term”</b>	has the meaning ascribed to it in Clause 2.1.
<b>“Party”</b>	mean either party to this Agreement and when used in plural includes both the parties to this Agreement.
<b>“Intellectual Property Right”</b>	means all rights in inventions, patents, trade-marks, service marks, trade names, rights in designs, copyrights, rights in know-how, moral rights, rights in confidential information and trade secrets, rights in databases, compilation rights and topography rights and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world (whether or not any of these is registered and including applications for registration of any of the same)
<b>“Confidential Information”</b>	means all information (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, customers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how and personnel of each Party which is disclosed to or otherwise learned or ascertained by the other Party (whether directly or indirectly) in the course of or in connection with this Agreement (including without limitation such information received during negotiations, site visits and meetings in connection with this Agreement) and that should reasonably have been understood by the recipient because of legends or other markings, the circumstances of disclosure or the nature of the information itself, to be proprietary and

## 1.2. Interpretation:

- 1.2.1. Reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated and to all statutory instruments made pursuant to it;
- 1.2.2. Unless otherwise specified, words importing the singular include the plural, words importing any gender include every gender, words importing persons include bodies corporate and unincorporated and references to the whole include the part; and in each case vice versa;
- 1.2.3. References to clauses are to clauses of this Agreement;
- 1.2.4. Headings are inserted for convenience only and shall not be used in any way to interpret the provisions of this Agreement;

## 2. TERM AND TERMINATION

- 2.1. This Agreement is valid for a period of 3 months from April 15th 2022 to July 15th 2022, or until the time the Identified Project is completed in its entirety. (Collectively, the “**Term**” of the Agreement).
- 2.2. The Parties understand that the Term of the Agreement may extend beyond the initial time period agreed upon initially envisaged. In such cases, the Term of this Agreement shall stand extended until the Identified Projects are completed. In such instances, both parties will discuss and keep each other informed of the revised dates.
- 2.3. Either party may terminate this agreement upon serving a written notice of 30 days in advance to the other party for material reasons or for convenience. - meaning it should be if there is a breach or force majeure or inability to follow the plan
- 2.4. The Term of the Agreement may be revised based on the needs determined at the time of such a requirement and the new Term and revisions to the Annexure I and II may be agreed between both the parties in writing by passing an amendment or by way of an addendum to this Agreement. The terms of such amendments or addendums shall be mutually discussed and agreed by both the parties in writing.

## 3. FORCE MAJEURE

- 3.1. Neither Government College, Chhachhrauli nor Reap Benefit shall be responsible for any failure to perform or delay in performing any of its obligations under this Agreement where and to the extent that such failure or delay results from causes outside the reasonable control of the party. Such causes shall include, without limitation, Acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, terrorist actions, freight embargoes, civil commotions, or the like. Notwithstanding

the above, strikes and labour disputes of the Party seeking relief shall not constitute an excusable delay for such Party under this Agreement.

#### 4. REPRESENTATIONS

4.1. Each Party hereby represents and undertakes to the other Party that:

- 4.1.1. it is a body corporate duly incorporated under the laws of the jurisdiction in which it is incorporated;
- 4.1.2. it has the power and authority to execute and deliver this Agreement and upon execution and delivery of the same, it shall be a legal, valid and binding obligation of that Party enforceable in accordance with its terms;
- 4.1.3. the execution and delivery of this Agreement has been duly authorised by necessary corporate actions and approvals and does not require any further authorisation or consent of its shareholders or any third party; and
- 4.1.4. The execution and performance of this Agreement by such Party does not violate any Applicable Law or violate or contravene the provisions of or constitute a default under any of its constitutional documents or any documents, contracts, agreements or other instruments to which it is a party or which is applicable to it.

#### 5. CONFIDENTIALITY

5.1. Each Party agrees as to any Confidential Information disclosed by one Party (the "Disclosure") to the other Party to this Agreement (the "Recipient");

- 5.1.1. to take such steps necessary to protect the Discloser's Confidential Information from unauthorised use, reproduction and disclosure as the Recipient takes in relation to its own Confidential Information of the same type;
- 5.1.2. to use such Confidential Information only for the purposes of the Agreement or as otherwise expressly permitted or expressly required by the Agreement or as otherwise permitted by the Disclosure in writing;
- 5.1.3. not, without the Discloser's prior written consent, to copy the Confidential Information or cause or allow it to be copied, directly or indirectly, in whole or in part, except as otherwise expressly provided in the Agreement, or as required in connection with Recipient's use as permitted under this clause 6, or as needed for the purposes of the Agreement, provided that any proprietary legends and notices (whether of the Disclosure or of a third party) are not removed or obscured;
- 5.1.4. not, without the Discloser's prior written consent, to disclose, transfer, publish or communicate the Confidential Information in any manner to any person except as permitted under the Agreement.

5.2. The restrictions of this Clause 6 shall not apply to Confidential Information that:

- 5.2.1. is or becomes generally available to the public through no breach of this Clause 6 by the Recipient;
  - 5.2.2. was in the Recipient's possession free of any obligation of confidentiality prior to the time of receipt of it by the Recipient hereunder;
  - 5.2.3. is developed by the Recipient independently of any of Disclosure's Confidential Information;
  - 5.2.4. is rightfully obtained by the Recipient from third parties authorised at that time to make such disclosure without restriction;
  - 5.2.5. is identified in writing by the Disclosure as no longer proprietary or confidential; or
  - 5.2.6. is required to be disclosed by law, regulation or Court Order, provided that the Recipient gives prompt written notice to the Disclosure of such legal and regulatory requirement to disclose so as to allow the Disclosure reasonable opportunity to contest such disclosure.
- 5.3. To the extent that such disclosure is required for the purposes of the Agreement, either party may disclose Confidential Information to:
- 5.3.1. its employees; and/or
  - 5.3.2. its professional advisors and auditors who require access for the purposes of the Agreement, whom the relevant Party has informed of its obligations under this clause 6 and in respect of whom the relevant Party has used commercially reasonable efforts to ensure that they are contractually obliged to keep such Confidential Information confidential on terms substantially the same as set out in this clause 6.
  - 5.3.3. Either Party may also disclose Confidential Information to any entity with the other Party's prior written consent.
- 5.4. Either Party may disclose Confidential Information to its independent contractors who require access for the purposes of providing services under this Agreement provided that the Party has informed the independent contractor of its obligations under this clause 6 and in respect of whom the Contractor has used commercially reasonable efforts to ensure that they are contractually obliged to keep such Confidential Information confidential on terms substantially the same as set out in this clause 6.
- 5.5. The provisions of this clause 6 shall survive the expiration or any earlier termination of the Agreement, provided that Confidential Information disclosed pursuant to the Agreement will be only subject to the provisions of this clause 6 for a period of one year following the date of the expiration or any earlier termination of this Agreement.
- 5.6. Confidential Information shall be and remain the property of the Disclosure and nothing in this clause 6 shall be construed to grant either Party any right or licence with respect to the other Party's Confidential Information otherwise than expressly set out in this Agreement.

5.7. Subject as otherwise expressly provided in the Agreement all Confidential Information in tangible or electronic form under the control of the Recipient shall either be destroyed, erased or returned to the Disclosure promptly upon the earlier of:

5.7.1. the written request of the Disclosure; or

5.7.2. termination or expiry of the Agreement.

5.8. Except as otherwise specifically provided by the Agreement, the provisions of this Agreement are and shall remain Confidential Information of both Parties.

## 6. NOTICES

6.1. All notices to be given in connection with this MoU shall be effective upon receipt, shall be made in writing and shall be sufficiently given if personally delivered or if sent by courier or other express mail service or via email, addressed to the Party entitled or required to receive such notice at the address for such Party as follows:

Reap Benefit	Government College, Chhachhrauli
Sarah Misra, COO-Reap Benefit 30, Church Road, Shanthi Nagar, Bangalore 560027 Email Id: kuldeep@reapbenefit.org	Mrs Baljit Kaur Principal Government College, Chhachhrauli Near Kajal Majra, Bilaspur Road, V.P.O., Chhachhrauli, Yamunanagar, Haryana India

## 7. SEVERABILITY AND AMENDMENT

7.1. If any provision of this Agreement is held to be invalid or unenforceable to any extent for any reason including by reason of any Applicable Law, the remainder of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law.

7.2. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

## 8. ASSIGNMENT

8.1. The Parties shall not transfer or assign any of their rights and obligations under this Agreement to any third party without the prior written consent of the other Party.

## 9. DISPUTE RESOLUTION, GOVERNING LAW, AND JURISDICTION

9.1. The Parties shall first attempt to resolve any dispute, controversy, difference or claim arising between them in relation to or connected with this Agreement (a “**Dispute**”) through mutual discussions held in good faith. Each Party shall make best efforts to discuss and negotiate resolution of the Dispute with the other Party.

9.2. In the event the Parties are unable to resolve a Dispute even after negotiations for a period of 30 (Thirty) days from the commencement of the good faith discussions, such Dispute shall be referred for arbitration under the *Arbitration and Conciliation Act, 1996* (India) in force at the relevant time. The following provisions shall apply in respect of such arbitration proceedings between the Parties:

9.2.1. The arbitral tribunal will, subject to the following provisions, consist of one arbitrator, jointly appointed by both Parties.

9.2.2. The seat of the arbitration will be Bengaluru, India, and the venue for all hearings will be Bengaluru, India.

9.2.3. The governing law of the arbitration will be Indian law, and shall be subject to the exclusive jurisdiction of courts in Bengaluru, India.

9.2.4. The arbitration must be conducted in English and in confidence.

9.2.5. The Parties must procure that the determination of the arbitrator is given in writing and sets out the reasons for the determination.

9.2.6. The determination of the arbitrator will be final and binding on all Parties for all purposes and, Parties waive any and all rights to appeal to the courts, to the extent that such waiver can validly be made.

9.2.7. Each Party must bear its own costs in connection with any Dispute.

9.2.8. Notwithstanding the existence of any Dispute or the conduct of any arbitration proceedings pursuant to this Agreement, this Agreement shall remain in full force and effect and the Parties must continue to perform their obligations hereunder.

## 10. MISCELLANEOUS

10.1. **Independent entities**: The Parties execute this Agreement in the capacity of independent contractors, and nothing contained in this Agreement creates or constitutes a joint venture or any other relationship of such nature between Reap Benefit and Government College, Chhachhrauli . Reap Benefit shall not represent any such relationship (including any relationship of agency) between itself and Govt College, Chhachhrauli.

10.2. **Intellectual property**: With the exception of using Reap Benefit and Government College, Chhachhrauli logos for awareness & publicity activities related to the Identified Project, neither Parties have the right to use any intellectual property belonging to the other Party or any of its

associates or related parties. Either party shall not utilise any such intellectual property (including *inter alia*, patents, trademarks, word marks, logos, copyrights & designs) belonging to the other Party or its associates, without specific written consent from the other Party.

- 10.3. **Entire Agreement**: This Agreement constitutes the entire agreement of the Parties relating to the subject matter hereof. It supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter herein.
- 10.4. **Amendments to be in writing**: This Agreement may not be superseded, amended, or modified except by a written amendment to this Agreement which is signed by both Parties. The Identified Project may be amended, modified or increased in scope upon mutual agreement of both Parties.
- 10.5. **No Waiver**: No forbearance, relaxation or inaction by Government College, Chhachhrauli at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of the Govt College, Chhachhrauli to require performance of that provision. Any waiver by the Govt College, Chhachhrauli of any specific breach of any provision in this Agreement shall not be construed as a waiver of any other right arising out of this Agreement.
- 10.6. **Survivability**: The termination or expiry of this Agreement for any reason shall not affect or prejudice any terms of this Agreement or any other Agreement or the rights of the Parties under them which are either expressly or by implication intended to come into effect or continue in effect after such expiry or termination.
- 10.7. **Counterparts**: This Agreement may be executed in any number of originals or counterparts, each in the like form and all of which when taken together shall constitute one and the same document, and any Party may execute this Agreement by signing any one or more of such originals or counterparts.

\*\*\*\*\*

IN WITNESS WHEREOF the Parties have executed this Agreement on the date first written above:

For and on behalf of Government College,  
Chhachhrauli

For and on behalf of **Reap Benefit**

  
\_\_\_\_\_  
Mrs Baljit Kaur

  
\_\_\_\_\_  
Sarah Misra

Authorised Signatory

Authorised Signatory



**ANNEXURE- I**  
**Details of Identified Project**

**Overall goals and objectives of the project**

This is program conducted **free of cost for the government college of chhachhrauli**. The objective of the program is to activate Youth to solve local civic problems, one neighbourhood at a time. To activate the civic muscle in these youth through mentoring, design thinking, problem solving and providing the tools and resources. To build 21st century skills that will enable to them be future change makers and bring an impact in the local community

**Goals:**

- :: Activate 500 Solve Ninjas through the program to take consistent problem solving actions
- :: Build 21st Century skills like Hands on, Data Orientation, Communication, Problem Solving, Citizenship

**Activities planned to achieve the objectives**

1. Skill Building workshops and event over the period of 3 months
2. Independent Problem solving in between the workshops
3. 1-2 Learning and exposure spaces integrated with the workshops
4. Optional 1-1 mentoring spaces with the Mentor
5. Engagement through a common tech platform (WhatsApp)
6. Assessments before and after the workshops
7. Closing ceremony where we culminate the program in a meaningful way

**Roles and Responsibilities**

***Reap Benefit***

1. Design, Plan and Execute the workshops and mentoring spaces listed above
2. Conduct events
3. Conduct Assessments
4. Submit a report at the end of the program
5. Provide skill certificate to students at end of the enagement

***Government College, Chhachhrauli***


1. Assist Reap Benefit Team with coordination between different stakeholders and the participants
2. Maintain regular communication with Reap Benefit Team to understand participant needs and mitigate challenges faced

**Project Timelines:** 15th April 2022 to 15th July 2022

For and on behalf of Government College,  
Chhachhrauli

For and on behalf of **Reap Benefit**

  
\_\_\_\_\_  
Mrs Baljit Kaur  
Authorised Signatory

  
\_\_\_\_\_  
Sarah Misra  
Authorised Signatory

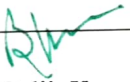
**ANNEXURE- II**  
**Consent Form – Reap Benefit**

**Government College, Chhachhrauli** grants permission to REAP BENEFIT for taking photographs and videos of our students to use in its Print/Online or Video Marketing Materials.

**Government College, Chhachhrauli** further acknowledges that participation is voluntary and neither we nor the students will receive financial compensation of any type associated with the taking or publication of the photos/videos, participation in company marketing materials, or other Company publications. We acknowledge and agree that publication of the aforesaid material confers no right of ownership or royalties whatsoever. We understand that the material will be used by members of Reap Benefit and its partner organizations only for the stated purposes. This form will remain in effect during the full term of our partnership with Reap Benefit.

**Government College, Chhachhrauli** acknowledges that it has taken permission from parents/guardians of the students for the above.

For and on behalf of Government College, Chhachhrauli

  
\_\_\_\_\_ ✓

Mrs. Baljit Kaur

Authorized Signatory

**Most Urgent**  
From

Director General Higher Education, Haryana,  
Shiksha Sadan, Sector-5  
Panchkula.

To

The Principal  
Govt. Colleges of the Haryana State

Memo No. DHE-170006/1/2021-NPE-DHE  
Dated: Panchkula, the 29.01.2021

Subject: **MOU signed between Department of Higher Education and Medha Learning Foundation for Project Samarth Haryana.**

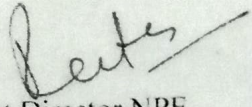
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Kindly refer to the subject cited as above.

This is to inform you that department of Higher Education, Govt. of Haryana has signed Pan-State MOU with Medha Learning Foundation on 21<sup>st</sup> January 2021. Under this project, various initiatives will be undertaken for the capacity building of Government Colleges in Haryana e.g. faculty training, building effective and efficient system of student support services, MIS portal at the directorate etc.

To kick start the project work, officials from Medha Learning Foundation will be visiting Government Colleges in the coming weeks. Therefore, you are directed to provide all the required support and information to them.

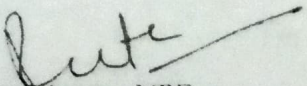
Kindly treat it as most urgent.

  
Joint Director NPE  
for Director General Higher Education  
Haryana, Panchkula

Dated: 29.01.2021

Endst:-Even

A copy is forwarded to Medha Learning Foundation, Lucknow, Uttar Pradesh for kind information and further necessary action.

  
Joint Director NPE  
for Director General Higher Education,  
Haryana, Panchkula

**MEMORANDUM OF UNDERSTANDING  
(MoU)**

**BETWEEN**

**Himalayan Institute of Management, kala-Amb**

**&**

**Govt. College, Chhachhrauli**

**FOR**

**FDP's, Faculty Exchange and other Related Activities**

## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 23 – January – Two Thousand and Twenty (2020), by and between

**Himalayan Institute of Management, Kala-Amb, THE FIRST PARTY** represented herein by its Mr. Vikas Bansal (Hereinafter referred as '**First Party**', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

**AND**

**Govt. College, Chhachhrauli, THE SECOND PARTY**, and represented herein by its Zonal / Divisional Head, **Ms. Baljeet Kaur**, (hereinafter referred to as "**Second Party**", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') as

### **WHEREAS:**

- A) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- B) The Parties intent to cooperate and focus their efforts on cooperation within FDP's and Faculty exchange Program.
- C) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS**

## CLAUSE 1 CO- OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

## CLAUSE 2 SCOPE OF THE MoU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Both parties will provide valuable inputs in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Student Visits:** Both Parties can allow students to visit the institutions and interact with faculty members.
- 2.4 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of **Research and Development**

- 2.5 **Guest Lectures:** Both Parties to extend the necessary support to deliver guest lectures to the students on the recent trends and in house requirements.
- 2.6 **Faculty Development Programs:** Both Parties will agree to conduct training programs for faculty development.
- 2.7 **Faculty Exchange Programs:** Both parties will allow their faculty members to visit the institutions and teach the students.
- 2.8 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.9 There is no financial commitment on both of the parties to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

### **CLAUSE 3 VALIDITY**

- 3.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms.
- 3.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

### **CLAUSE 4 RELATIONSHIP BETWEEN THE PARTIES**

- 4.1 It is expressly agreed that **Himalayan Institute of Management, Kala-Amb** and **Govt. College, Chhachhrauli** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

First Party

Second Party

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Mohali**.

**AGREED:**

For **Himalayan Institute of Management**

For **Govt. College, Chhachhrauli**

  
\_\_\_\_\_  
Authorized Signatory

  
\_\_\_\_\_  
Authorized Signatory

<b>Name of Institution: Himalayan Institute of Management</b>	<b>Name of College: Govt. College, Chhachhrauli</b>
Address: Kala-Amb	Address: Chhachhrauli
Contact Details: Dr. Mukesh Goel 9315149002	Contact Details: Ms. Baljeet Kaur 8168351020
E-mails: director_management@hgpi.in	E-mails: gcchachhrauliinformation@gmail.com
Web: www.hgpi.in	Web: gcchachhrauli.ac.in

Witness 1:

Witness 2:



## MEMORANDUM OF UNDERSTANDING

between

Government College, Aharwala (Bilaspur), District Yamunanagar, Haryana

&

Government College, Chhachhrauli, District Yamunanagar, Haryana

This Memorandum of understanding (hereinafter referred as "MoU") has been signed on the 1<sup>st</sup> day of January 2020.


**Government College, Aharwala (Bilaspur)** (hereinafter referred to as 'First Party' represented by Dr. Sunil Taneja, Principal (offg) which expression shall, unless exclude by or repugnant to the context, be deemed to include its/his/her/their respective successors in office and assignees as first part) and **Government College, Chhachhrauli (Yamunanagar)** (hereinafter referred to as 'Second Party' represented by Ms. Baljit Kaur, Principal (offg) which expression shall, unless exclude by or repugnant to the context, be deemed to include its/his/her/their respective successors in office and assignees as second part).

**Whereas the 'First Party'** affiliated to Kurukshetra University, Kurukshetra, is located in the foothills of Shivalik Mountain Ranges of Himalayas at Village Aharwala, Kapal Mochan in District Yamunanagar (Haryana). The College aims to provide students an exclusive teaching/learning experience so that they march ahead with positive attitude, skill, confidence, sensitivity and responsibility. The College accords prime importance to the academic, behavioural, moral and cognitive developments of the students.

**Whereas the 'Second Party'** affiliated to Kurukshetra University, Kurukshetra is located at Chhachhrauli in District Yamunanagar (Haryana) on the way to Jagadhari - Paonta Sahib. The college tries to inspire the young students to build up their career and transform themselves into decent human beings. The college provides rigorous classroom teaching and regular extra-curricular activities such as debates, quizzes, cultural events, seminars, sports events, social service events and other similar events.

### **Objectives of MOU**

The primary objective of this MOU between Government College Aharwala (Bilaspur) and Government College Chhachhrauli (Yamunanagar) is quality enhancement in areas of Education & Accreditation Process. Other objectives of MOU are to increase mutual collaborations on various aspects according to the need of hour, to adopt best practices of each other, to

  
Principal (offg)  
Govt. College Aharwala  
(Bilaspur)

exchange the knowledge and experience in the area of education, training and placement through invited lectures and to allow the students to use the facilities of library and laboratories of both colleges.

### **Duration of MOU**

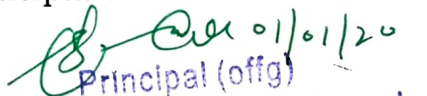
Duration of MOU shall be for the period of two years from the effective date.

### **Amendment of MOU**

Any clause for the article of the MOU may be modified or amended by mutual agreement of parties. Any change, alteration, amendment or modification to this MOU must be in writing and signed by authorized representatives of both the parties.

### **Commitments of Parties**

I have read the above clauses and undertake that I will conduct my participation in accordance with MOU description.

  
Principal (offg)  
Govt. College Aharwala  
(Bilaspur)

**(Signature of First Party with official seal & date)**

Dr. Sunil Taneja  
Principal (offg)

Government College Aharwala (Bilaspur)

**Mobile:** 8901338866

**E-Mail:** gcbilaspurinformation@gmail.com

  
**(Signature of First Party with official seal & date)**

Ms. Baljit Kaur  
Principal (offg)

Government College Chhachhrauli (Yamunanagar)

**Mobile:** 9416090190

**E-Mail:** gcchhachhrauliinformation@gmail.com

**MEMORANDUM OF UNDERSTANDING (MoU)**

**BETWEEN**

**Himalayan Institute of Management, Kala-Amb (HP)**

**&**

**Government College Chhachhrauli (Yamuna Nagar)**

**FOR**

**FDP's, Faculty Exchange and other Related Activities**

# MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MoU') is entered into on the 01 January – Two Thousand and Nineteen (2019), by and between

**Himalayan Institute of Management, Kala-Amb (HP), THE FIRST PARTY** represented herein by its **Mr. Vikas Bansal** (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

**AND**

**Government College Chhachhrauli (Yamuna Nagar), THE SECOND PARTY**, and represented herein by **Principal, Sh. S.P. Girotra**, (hereinafter referred to as "Second Party", Institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') as

## **WHEREAS:**

- A) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- B) The Parties intend to cooperate and focus their efforts on cooperation within FDP's and Faculty exchange Program.
- C) Both Parties, being legal entities in themselves desire to sign this MoU for advancing their mutual interests.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MoU, THE PARTIES HERE AGREE AS FOLLOWS**

## CLAUSE1 CO- OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MoU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MoU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MoU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

## CLAUSE2 SCOPE OF THE MoU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 Both parties will provide valuable inputs in teaching / training methodology and suitably customize the trainings/workshops so that the students fit into the industrial scenario meaningfully.
- 2.3 **Student Visits:** Both Parties can allow students to visit the institutions and interact with faculty members.
- 2.4 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of **Research and Development**

- 2.5 **Guest Lectures:** Both Parties to extend the necessary support to deliver guest lectures to the students on the recent trends and in house requirements.
- 2.6 **Faculty Development Programs:** Both Parties will agree to conduct training programs for faculty development.
- 2.7 **Faculty Exchange Programs:** Both parties will allow their faculty members to visit the institutions and teach the students on honorary basis.
- 2.8 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.9 There is no financial commitment on both of the parties to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

### **CLAUSE 3 VALIDITY**

- 3.1 This Agreement will be valid till 1<sup>st</sup> January, 2020.
- 3.2 Both Parties may terminate this MoU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

### **CLAUSE 4 RELATIONSHIP BETWEEN THE PARTIES**

- 4.1 It is expressly agreed that **Himalayan Institute of Management, Kala-Amb (HP)** and **Government College Chhachhrauli (Yamuna Nagar)** are acting under this MoU as independent contractors, and the relationship established under this MoU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in anyway, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MoU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

FirstParty

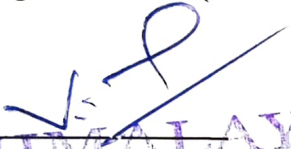
SecondParty

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the FirstParty. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Court of Mohali.

**AGREED:**

For Himalayan Institute of Management  
College Chhachhrauli (Yamuna Nagar)

For Government

  
**HIMALAYAN**  
Authorized Signatory  
GROUP OF PROFESSIONAL INSTITUTIONS  
Kala-Amb., Distt.-Sirmour (H.P.)

  
**Principal**  
**Government College**  
**Chhachhrauli (Y.N.)**  
Authorized Signatory

<b>Name of Institution: Himalayan Institute of Management</b>	<b>Name of College: Government College Chhachhrauli (Yamuna Nagar)</b>
Address: Kala-Amb (HP)	Address: Chhachhrauli, Yamuna Nagar
Contact Details: <b>Mr. Vikas Bansal,</b>	Contact Details: <b>Sh. S.P. Girotra,</b> 9306108576, 9416329315
E-mail: director_management@hgpi.in	E-mail: gcchhachhrauliinformation@gmail.com
Web: www.hgpi.in	Web: http://gcchhachhrauli.ac.in/

Witness1:

Witness2:

# MEMORANDUM OF UNDERSTANDING

BETWEEN

**SANATAN DHARMA COLLEGE, AMBALA CANTT., hereinafter  
called the Mentor Institute**

AND

**GOVT. COLLEGE, CHHACHHRAULI, hereinafter called the  
Mentee Institute**

**MENTORSHIP PROGRAM UNDER THE UGC SCHEME  
“PRAMARSH” TO MENTOR NAAC ACCREDITATION  
ASPIRANT INSTITUTIONS TO PROMOTE QUALITY  
ASSURANCE IN HIGHER EDUCATION.**

**This Memorandum of understanding has been made and agreed upon  
between the Parties mentioned below, signed on the 19 day of September,  
Year 2019.**

## **SANATAN DHARMA COLLEGE, AMBALA CANTT. (Mentor Institute)**

Established in the year 1916, affiliated to Kurukshetra University, Kurukshetra, situated at Jagadhari Road, Ambala Cantt. Sanatan Dharma College, the Mentor Institute is a premier multi-faculty post-graduate co-educational institution of Higher Studies delivering Education. Furthermore Sanatan Dharma College is NAAC Accredited institution that was awarded Grade “A+” with CGPA 3.51 in the third cycle. It has also been bestowed with the status of College with Potential for Excellence by UGC, New Delhi twice. College has also been chosen as **DDU Kaushal Kendra** by UGC, New Delhi. The College has a vision to build technology professionals with a practical Industry exposure to be readily deployable in the industry.

## **GOVT. COLLEGE, CHHACHHRAULI (Mentee Institute)**

Govt. College, Chhachhrauli established in the year 2008 in Distt. Yamuna Nagar and presently running following courses:- BA, B.Com, B.Sc, BCA, PGDCA, MA. Total strength of students in the session 2019-20 is 1484.

### **Objective of MOU:**

The primary objective of this MOU between Sanatan Dharma College, the Mentor institute and Govt. College, Chhachhrauli, the Mentee institute is to collaborate to enhance the overall



quality of the Mentee institutes by Mentoring and to enable them to get accredited. Other objectives of MOU are:

- To Provide services (Trainings, resources, guidance, knowledge and encouragement) to the Mentee institute for self improvement.
- To increase Collaborations.
- To help the Nation at large to improve the economy by uplifting the standards of higher education and produce high quality professionals.
- To learn new things by working in different environment.

### **Duration of MOU:**

The duration of this MOU shall be for a period of two years from the effective date.

### **Role of Mentor (Sanatan Dharma College, Ambala Cantt)**

1. To organize trainings and handholding activities as per the guidelines of the UGC Scheme of PARAMARSH for academic improvement of the Mentee institute.
2. To train Faculty and Staff of Mentee Institution for proper processes, documentation, and presentation by Mentor Institute.
3. To share knowledge, information and resources with Mentee institute.
4. To provide opportunities for research collaboration and faculty development.
5. To Guide and encourage the mentee institute to adopt best practices.
6. To develop a resource pool by engaging experts from industry, institutes of eminence and from internal faculty of Mentor institute for the training and assessment of Mentee institute.
7. To identify the potential areas of improvement in assessment criteria for accreditation in Mentee institute and work to strengthen the same.
8. To provide support in the Professional Development of Academics of Mentee Institute.
9. To develop a complete framework for quality improvement of Mentee institute with Mentor-Mentee association and to improve the overall quality and enable mentee institute to move towards the path of excellence.

### **Role of Mentee (Govt. College, Chhachhrauli)**

1. The Mentee institution will nominate a fulltime faculty member as the Coordinator of the project who will look after the execution of the activities to be held under the scheme and will assist the Mentor institute as follows:

- a. To understand the existing status of Mentee institute, assess their strengths and weaknesses and suggest methods for improvement and for overcoming the weakness.
  - b. To identify the issues of Mentee institute to be attended on priority and to improve the quality of Teaching and Learning.
  - c. To identify the bottlenecks in the existing mechanisms and to identify the opportunities for academic & administrative reforms.
  - d. To evaluate the optimum utilization of financial and other non-financial resources.
2. The Mentee Institution will undergo the actual NAAC Accreditation process with the help of Mentor institute.
  3. The Mentee institute will provide full assistance to Mentor institute throughout the mentorship program.
  4. The accreditation process will be initiated by the Mentee institute within the period of scheme of mentorship as recommended and suggested by the Mentor Institute.

### **Frequency of Meetings:**

Mentor –Mentee Institutes will meet at least once in every month during the tenure of mentorship program. Number of meetings can be increased as per the requirements of both the parties, Meetings can be held at the location of Mentor's or Mentee's institute as per convenience of the parties.

### **Amendment of MOU:**

Any clause for the article of the MOU may be modified or amended by mutual agreement of Mentor and Mentee Institute. Any change, alteration, amendment or modification to this MOU must be in writing and signed by authorized representatives of both the parties.

### **Location of Mentorship Program:**

The identified activities for the mentorship program may be held at Mentor as well as at the place of Mentee institute.

### **Confidentiality:**

Each party agrees that it shall not, at any time, during or after executing the activities of this MOU, disclose any information in relation to these activities or the affairs of mentorship

program without the express consent of both parties. Any sensitive topics that are discussed will be held in the highest confidence.

## Entirety of Understanding

This MOU contains the final and entire understanding between the parties, and all future projects or agreements shall be in a separate writing based upon mutual agreement of the parties, and neither the parties nor their agents shall be bound by any terms, conditions, statements, warranties, or representations, either oral or written, not herein contained.


**Governing Law:** This MOU and all issues arising out of the same shall be construed in accordance with the laws of India.

## Arbitration

Any dispute arising with regard to any aspect of this MOU shall be settled through mutual consultations and agreements by the parties to the MOU.

## Commitments of Mentors and Mentees

We have read the above and undertake that we will conduct our participation in this mentorship in accordance with the Mentoring MOU and principles and description provided above.

  
Principal  
Government College  
Chhachhrauli (XNR)

Dr. S.P. Girotra, Principal  
Govt. College, Chhachhrauli  
(Office seal)

19.09.2019  
Date

  
Principal

Sanatan Dharma College (Lahore)

Ambala Cantt.  
Dr. Rajinder Singh, Principal  
Sanatan Dharma College, Ambala Cantt  
(Office seal)

19.09.2019  
Date



सत्यमेव जयते

# INDIA NON JUDICIAL Chandigarh Administration

## e-Stamp

Certificate No.	: IN-CH18121216418839R .
Certificate Issued Date	: 07-Jun-2019 06:06 PM
Certificate Issued By	: chashsini
Account Reference	: IMPACC (GV)/ chimpsp07/ E-SAMPARK SEC-21/ CH-CH
Unique Doc. Reference	: SUBIN-CHCHIMPSP0736202769046660R
Purchased by	: RAM BHAWAN
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: SCO 1120-21 SECTOR 22B 2ND FLOOR CHANDIGARH
Consideration Price (Rs.)	: 0 (Zero)
First Party	: ITI LIMITED
Second Party	: DEPARTMENT OF HIGHER EDUCATION PANCHKULA
Stamp Duty Paid By	: ITI LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



.....Please write or type below this line.....

This stamp paper is part & parcel of agreement between ITI Limited & Department of Higher Education for implementation of LMS in the colleges of Department of Higher education Panchkula Haryana.

*Ranjeet Singh*  
**RANJEET SINGH**  
Deputy General Manager  
ITI LIMITED, Chandigarh

**SR 0001715901**

Statutory Alert

The validity of this Stamp Certificate should be worked out on the basis of the date of issue of the Stamp Certificate. Any discrepancy in the date on this Certificate and on the original document should be reported to the concerned authorities. The date of the certificate is the date of the purchase of the certificate. The date of the certificate is the date of the purchase of the certificate. The date of the certificate is the date of the purchase of the certificate.

## AGREEMENT

This agreement is made on this 07... day of June 2019 at Panchkula

### *Between*

**M/s ITI LIMITED**, a Government of India Company incorporated, registered and regulated under the Companies Act 1956 of India with Corporate Identification No. L32202KA1950GO1000640, having its registered & Corporate office at ITI Bhavan, Dooravaninagar, Bangalore-560016, one of its Regional Office at 201-202, Rohit House, 3 -Tolstoy Marg, New Delhi-110001 and Area Office at 1120-21, 2<sup>nd</sup> floor, Sector 22 B, Chandigarh represented by its authorized signatory Mr. Ranjeet Singh, Deputy General Manager, Area Office, Chandigarh (hereinafter called the "ITI/Supplier") which expression shall, unless repugnant to the context, include its successors in business, administrators, liquidators and assigns or legal representatives of the FIRST PARTY.

### *AND*

**Department of Higher Education**, Shiksha Sadan 1 B, Sector 5, Panchkula (hereinafter called the Department/Customer/ DHE) through its authorized signatory, which expression shall, unless it is repugnant to the subject or context thereof mean and includes its successors in interest and permitted as signs etc..) of the SECOND PARTY.

The Parties hereto shall hereinafter be collectively referred to as Parties and individually as Party.

**WHEREAS ITI Limited** as a supplier and implementer of Learning Management System hereafter referred to as 'LMS' has agreed with DHE for Supply & implementation of LMS, in accordance to DHE's Letter/P.O. No KW 29/4-2017 Co. (2), dated 08.03.2019.

**AND WHEREAS** the Parties hereto now agree to act in mutual agreement in accordance with agreed terms and conditions described hereinafter

### **PART - I**

#### **(DEFINITIONS)**

In this agreement unless the context otherwise requires, the following words have the meaning as described herein under: -

- I. **Software Requirement Specification (SRS)** means the Software Requirement Specification (SRS) shall be prepared by FIRST PARTY after elaborate discussions with the concerned stakeholders and approval by SECOND PARTY for the functionalities.
- II. **Project Schedule** means the Schedule of target performance milestone relating to this project.
- III. **Working Day:** means weekdays from Monday to Friday, excluding Holidays/national holidays notified by Central/State Government.
- IV. **Prime-Shift:** Prime-shift would mean working hours from 10:00 a.m. to 07:00 p.m. on working days.

V. **LMS:** Together with the modules enclosed constitute the "Learning Management System" and each one of them is termed as "LMS Module".

*Ran*  
**RANJEET SINGH**  
Deputy General Manager  
ITI LIMITED, Chandigarh

- A web based customized online learning management solution with the facilities of integrating and managing the in-campus and online learning environment.
- The web based solution has provisions for managing the pre-class, in-class and post-class activities of students of different courses under different programs as assigned by respective faculty in the academic institutions.
- The activities may range from assigning tests, assigning supplementary resources for reading, other assignments and to-do-things by the faculty to the students for the purpose of evaluation etc.
- The solution also provides for evaluation of students and faculty performance on different evaluation/assessment metrics.
- Separate logins for students, teachers, principals and department's admins.
- Content storage management of all types of content: documents, text graphic, audio and video. The user shall be able to view, create and edit digital content via an application.
- Dashboard and Detailed reporting, analytics and logs. View and generate reports on activity and participation at course and site level. Learning Progress Updates.

**VI. Completion of LMS:** The project will be completed within 6-8 weeks from the date of approval of SRS.

**VII. Implementation:** means functional through web based Internet/intra-net network so that the results/reports could be obtained successfully from the test data as per approved SRS and User Acceptance Test (UAT) of different modules as per SRS.

**VIII. Implementation Support:** means helping the user in resolving LMS related operational problems.

**IX. Satisfactory Operation:** means that all functionalities of LMS are working at the satisfaction of the customer. Department will intimate in writing by post/email to ITI Limited before 7th of every month in case any technical issue or non-supportive approach is seen/pending for disposal. If no communication is received, it will be deemed that the LMS is working satisfactory.

## PART – II

### (GENERAL PROVISIONS)

#### Terms and conditions

1. **Scope of work-** The work will be executed as per the scope of the work laid down by ITI in its proposal submitted to DHE and finally SRS approved by the DHE.

#### 2. PAYMENT CONDITIONS

- 90% advance for first year and balance 10% within 15 days from Go-Live. For second year onward, 100% yearly advance payment.
- AMC will be started from the date of Go-LIVE certificate from the pilot location is received. Payment realization will be done when Go-Live certificate from the pilot location is received.
- Taxes mentioned as per Government Notification, in case any other Tax/Duty is imposed by the Government the same will be applicable at the time of Billing.
- Any customization as per scope within the contract duration will be provided without any additional cost.
- Upgradation cost of earlier 17 colleges will be as per license cost mentioned herein after. The amount paid earlier will be adjusted accordingly.

Application Server – DC – 12 TB DR – 12 TB  
 Database Server DC – 1.5 TB DR – 1.5 TB  
 Resources / Computation:  
 Application Server – 32 vCPU/64 GB RAM  
 Database Server DC – 64 VCPU/128 GB RAM

Exceeding the above given infrastructure shall be charged extra on mutual basis.

### 3. For Customization and Implementation Services:

- If there is any change request from the end customer beyond scope of work after UAT as per the SRS, then, the changes shall be made on payment basis as per mutual understanding.

### 4. Commercial Understanding

Sr.No.	Item	Qty.	Unit Rates	Total Price(in INR)
1.	License cost for colleges for the development and installation of LMS (per Year cost) Includes One-time study, development, customization, UAT and Go-Live of complete end to end LMS for pilot institute and, Inclusive of annual cloud hosting deployment, DC and DR, high availability and database administration and MeITY empaneled CSP for Three years extendable up to 2 more years (detailed infrastructure inclusive in commercial proposal is for the hosting of 95 institutes.  GST@18% <b>Total</b>	95 -	2,46,000/- per year per college	2,33,70,000/-      42,06,600/- <b>2,75,76,600/-</b>
2.	Same as above for 17 Institutes  GST@18% <b>Total</b>  Less payment already received in Phase 1 <b>Net Payment</b>	17	2,46,000/- per year per college.	41,82,000/-  7,52,760/- <b>49,34,760/-</b> -34,22,000/- <b>= 15,12,760/-</b>
3.	Grand Total 1 +2 for 112 Institutes for One Year			<b>2,90,89,360/-</b>

The above mentioned charges are inclusive of hosting as per the infrastructure details given above. Exceeding the above given infrastructure shall be charged extra on mutual basis. Invoicing will be done at each college and payment will be made from respective colleges

5. **Term of Agreement:** This agreement is valid for a period of three years and extendable upto two years with mutual consent of both parties  
 Ranjeet Singh  
 Deputy General Manager  
 IIT LIMITED, Chandigarh

## 6. Taxes & Duties

Taxes and duties are applicable as mentioned in the above table, however in case of revision of rates of GST or imposition of any other Tax/Duty by the Government the same will be applicable at the time of Billing.

## 7. Total Delivery & Customization Time

M/s ITI Limited shall ensure delivery of the modules (as per Purchase Order) within 6-8 weeks from the date of approval of SRS.

Customization and implementation (User Acceptance Testing-UAT) of LMS shall commence within 180 working days from the date of the signing of the MOU.

## 8. Project Monitoring

There shall be a project monitoring committee to be constituted jointly by M/s ITI Limited and DHE to ensure expeditious completion of the project/ solution and for removal of bottlenecks in the execution of the project.

## 9. Penalty

In the event of M/s ITI Limited failing to complete the task as per agreed schedule or within extended-time schedule, DHE may impose penalty/ liquidation damages @0.25% (decimal two five percent) per month subject to maximum of 5% of the total value of the order. The failure however should have been resulted only due to reasons solely attributable to the ITI Limited and wherein no act or omission of DHE contributed to such delay. Any delay attributed to DHE beyond agreed schedule of approval and availability of stakeholders, required data for migration, trainees etc., will attract similar penalty on DHE and will be paid additionally as per cost in Invoice.

## 10. Technologies and Resource Provisioning for Customization of LMS

M/s ITI Limited will ensure that the technologies for the customization of LMS and platform shall be as per the bid/proposal submitted to the ITI. Timely provisioning of System software, Hardware, Cloud/ datacenter, required approvals/suggestions and training of users would be the responsibility of the ITI as per the project schedule for timely execution of the same.

## 11. Project Implementation Plan and Methodologies

M/s ITI Limited will ensure implementation of methodologies, as per details provided in the commercial proposal of ITI Limited

Activities	Timelines ( in months)
Signing MoU	T
Preparation of FRS and SRS	T+1

*Dr. Ranjeet Singh*  
Deputy General Manager  
ITI LIMITED, Chandigarh



Submission and Approval of FRS & SRS	T+1.5
Customization and Development of Application	T+2.5
UAT and other Testing	T+3
Change Request if any	T+3.5
Training of all stakeholders	T+4.5
Final implementation in all Colleges	T+5

## 12. Training

M/s ITI Limited will provide three free of cost full training of LMS usage as well as administration in batches at Head Office level. ITI acknowledges and confirm that in the event of any trainee, so designated by ITI, ceases to be part of training for any reasons whatsoever and ITI wishes to replace such trainee with another trainee, the training so imparted shall be deemed as additional training, which may be on chargeable basis at such rates and/ or such terms and conditions as Parties hereto would agree mutually.

### LMS Acceptance Testing


LMS Software acceptance testing will be module wise conforming within the scope of work and details of acceptance testing as laid down in Acceptance Test Plan (ATP) after approval of SRS. This will be conducted at FIRST PARTY.

- i. Upon the customization of LMS module as per SRS, M/s ITI LIMITED shall certify in writing to the SECOND PARTY that the LMS module is ready for acceptance, and to this effect, SECOND PARTY shall give ITI 15 days' advance notice prior to the commencement of acceptance testing, requiring designated representatives of ITI to observe and participate in acceptance testing.
- ii. LMS shall be subject to acceptance testing at SECOND PARTY, to be conducted not later than 15 days with the test data as completion of Implementation and duly providing acceptance report of LMS module within three days of conducting the test. In the event of DHE failing to conduct the test within the stipulated time period, LMS shall be deemed as accepted. It is clarified and well understood amongst and between the parties hereto that the purpose of such acceptance testing is to demonstrate that the LMS module has been completed and is capable of performing in accordance with the SRS.

**13. Documentation & Deliverables:** M/s ITI LIMITED shall, provide the user manuals of the customized version of the Application Software (LMS) to SECOND PARTY on completion of acceptance of each module.

### 14. Annual Maintenance/ Annual Technical Support:

AMC will be payable annually in advance. During AMC ITI LIMITED shall provide support for all bug fixation issues.

  
**RANJEET SINGH**  
 Deputy General Manager  
 ITI LIMITED, Chandigarh

ITI LIMITED is expected to ensure correct & satisfactory functioning of the LMS Application, without any programming bug, during the warranty & AMC contract period. ITI LIMITED will provide full time Prime shift (9:30 a.m. to 06:30 p.m.) support to the DHE through ITI LIMITED's onsite resources in all working days (means all the ITI's working days, excluding Holidays/ national holidays as notified by the ITI) to ensure the efficient day-to-day functioning of LMS. Support from Development Center may be available from Monday to Friday - 10:00 A.M. to 7:00 P.M., only. Response time for any support call would be maximum eight working hrs.

15. Customization for the efforts in additional functionalities (currently fixed at 10% of the total cost of the module licenses up to UAT as per approved SRS) and additional Hand Holding will be charged extra. DHE shall approve or reject the said GAP/GAD efforts within 5 working days from the date of submission, and in the event of there being no written approval or rejection being received from DHE within the stipulated time period, the same shall be considered as approved change/ customization request and for which DHE shall make the payment to M/s. ITI LIMITED in accordance with invoice so raised.
16. DHE shall approve the detailed SRS (Software Requirement Specification) in writing, within 15 days of SRS being submitted to it. SRS shall be comprehensive and exhaustive enough to cover entire requirement and specifications for the project acceptance submitted by FIRST PARTY. Any modification in the SRS would have to be communicated within the stipulated time period and should not be beyond the scope of work already agreed as part of the present understanding. Frequent changes in the communicated functionalities by the DHE stakeholders will attract additional efforts and subsequent cost thereof. Midway change of the DHE stakeholders in different functions during SRS is not welcome and requires subsequent increased cost for increased efforts.
17. DHE shall designate a Project Chairperson/Director/Manager who will take the responsibility of coordinating from ITI's side activities related to this Project execution and will act as the main interface between DHE & M/s. ITI Limited.
18. DHE shall provide specific and detailed information concerning the DHE workflow, procedures and transaction volumes as they relate to the use of LMS through their respective stakeholders. However, all reengineering suggestions will be accepted to mend the ways in different functions, which generally results in more efficient working and redundancy in operations, using a well-established product like LMS.
19. DHE shall arrange computer, Projector, whiteboard etc. for providing training to users of the DHE.
20. M/s ITI Limited shall submit its bills & invoices in Triplicate, in consonance with the commercial Proposal submitted to the DHE.
21. **Governing Law** - The interpretation, construction and performance of this Agreement shall be governed exclusively by the laws of India and the Parties submit to the exclusive territorial jurisdiction of the Courts at Panchkula(Haryana).
22. Installation and Satisfactory working of LMS shall be ensured by ITI LIMITED and the concerned official duly nominated by the Project Committee of DHE shall issue certificate to this effect on successful UAT as per SRS.

23. **Force Majeure** - If at any time during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions or acts of God (herein after referred to as 'events'), provided notice of the happenings of any such event is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for

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Deputy General Manager  
ITI LIMITED

damages or any relief against the other in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 90 days, both parties will consult each other regarding the revision of the contract on agreed equitable term or otherwise devise future course of action. Each party shall bear its costs & losses arising out or on account of such force majeure.

**24. Non-Waiver:** No term or provision of this agreement shall be deemed waived and no breach thereof shall be deemed excused, unless such waiver or consent is given in writing and signed by the ITI Official, to have waived or consented. No consent by any party to, or waiver of, or a breach by the other, whether express or implied, shall constitute consent to, waiver of, or excuse for any different or subsequent breach.

**25. Confidentiality:** Both the parties need to keep this agreement confidential including the terms of this project engagement, cost implication, payment terms etc. As a special gesture FIRST PARTY.. has extended extraordinary privileges to DHE and the same cannot be shared in public domain or with other prospective clients of FIRST PARTY.

**26. Notice:** Any notice, request, demand, approval, consent or other communication provided or permitted hereunder will be in writing and given by personal delivery or sent by registered mail or Fax, and/or email to the party for which it is intended at its address as follows:

**For ITI LIMITED:**

Deputy General Manager  
ITI Limited,  
SCO 1120-21 2nd Floor, Sector22-B,  
Chandigarh -160022.

**For DHE:**

Deputy Director  
Department of Higher Education  
Shiksha Sadan  
Sector-5 Panchkula

**27. Amendments to agreement:** No amendment to this agreement shall be effective unless it is mutually agreed and signed by the authorized representatives of the Parties.

**28.** The Project for implementation of the LMS is being awarded by DHE to ITI Limited on the basis of :

Technical and Financial Proposal submitted by ITI vide Ref. No. ITICHD/2018-19/HE HARYANA LMS/10 dated 01.03.2019 and ITICHD/2018-19/HEHry/LMS/11 dated 25.03.2019.

**29. Intellectual Property Right:** The product Integrated Learning Management System (LMS) is an IPR protected product and ITI Limited is only implementer of the product.

**30. Liability and Indemnification:**

Neither of the parties will be liable to the other for any indirect, incidental, consequential, special, punitive or exemplary damages arising out of this agreement, including, but not limited to, those


RAJVEET SINGH  
Deputy General Manager  
ITI Limited, Chandigarh

for business interruption or loss of profits, even if one of them has been advised of the possibility of these type of damages.

- ii. However, the limitations described above in this section do not apply to either party's indemnification obligations, as well as any losses caused by fraud, bad faith, gross negligence, willful misconduct or either party's breach of its confidentiality obligations.
- iii. Parties hereto agree to defend, indemnify and hold harmless to other party's directors, officers, employees and agents (each referred to as an Indemnified Party) from and against any and all third party claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs and expenses, including reasonable attorneys' fees (collectively referred to as Losses), so long as these Losses (or actions regarding the Losses) are based on, arise out of, or are related to:
  1. Breach of any of its representations, warranties or covenants in this Agreement;
  2. Any act or omission by either party that constitutes fraud, bad faith, gross negligence or willful misconduct; or
  3. Any injury or damage caused by either party to employees or property of other party during the performance of their obligations under this Agreement.
- iv. The indemnified party agrees to promptly notify the indemnifying party of any identifiable claim. However, if the indemnified party fails to promptly notify the indemnifying party, it will not relieve the indemnifying party of its indemnification obligations under this Agreement unless the indemnifying party has been materially damaged by the delay. The indemnifying party will also be provided with an opportunity to defend or negotiate a settlement of any claim and agrees to cooperate to the extent reasonable with the indemnifying party, at the indemnified party's expense, in defending or settling the claim. The indemnified party reserves the right, at its own expense, to participate in the defense of any matter subject to indemnification by the indemnified party.
- v. Settlement – Without the indemnified party's written consent, the indemnifying party agrees not to settle any claim if the settlement (i) contains a stipulation to or admission or acknowledgement of, any liability or wrongdoing on the part of the indemnified party; (ii) involves the incurrence of any costs or expenses on the part of the indemnified party; or (iii) imposes any obligation upon the indemnified party.

**31. Termination – This Agreement can be terminated in the following circumstances:**

- i. If either of the Party materially breaches any of representations, warranties, covenants or agreements in this Agreement or otherwise fails to perform any of material obligations in this Agreement or, the other party sends a written notice advising of the breach or failure and providing a 30 business day period for the breach or failure to be cured. If the breach or failure hasn't been cured within this 30 business day period, the non-breaching party can immediately terminate this Agreement.
- ii. Either of the Party hereto may terminate this Agreement for any reason, at any time, upon one month's written notice to the other party. However, in the event of either of party opting to exercise this clause, the party availing rights under this clause shall clear/ render all its payment dues/ services, as the case may be, as was due in accordance to this agreement, till the date of termination of the agreement, and by the end of notice period, as applicable, all dues/ services will be executed to mutual satisfaction of the parties hereto.
- iii. All other rights and obligations of each of Parties in this Agreement will terminate, except rights and obligations of Parties which are intended to survive the Agreement termination or expiration will survive.

  
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Deputy General Manager  
ITI LIMITED, Chandigarh

## PART - III


### Responsibilities of First Party M/s ITI Limited;

- a. Shall designate in writing one individual to serve as its Project Manager/Coordinator and an alternate, in connection with the implementation of this agreement, who will be heading the project team and discharge all the responsibilities on behalf of FIRST PARTY. Such individual(s) should have adequate authority to ensure smooth execution of the contract.
- b. Shall study the working system and operations of SECOND PARTY as part of SRS study with related DHE stakeholders.
- c. Shall analyze the information collected during the study and generate System Requirement Specification (SRS) Report and submit to SECOND PARTY for approval.
- d. Shall provide the list and detailed specifications of the suggested hardware, and network requirement for implementation of the project along with System Design Document (SDD).
- e. Shall design, and develop the customization part of the Integrated Learning Management System as per final SRS and assist in User Acceptance Testing of the Application Software modules.
- f. Shall do implementation; handholding and maintenance support during the warranty period of Integrated Learning Management System and other services/terms as stated in this agreement.
- g. Shall provide written guidelines and formats for preparing test data to SECOND PARTY.
- h. Shall conduct a test run with the test data to the satisfaction of SECOND PARTY to check that the data entered can be loaded and run onto the customized system.
- i. Shall provide and manage Cloud platform.
- j. Shall train/share/guide the professionals of IT department of DHE the technological knowhow for the user rights management and reporting features of the Integrated Learning Management System to manage the system configuration.
- k. Shall not, without the SECOND PARTY's prior written consent, disclose any specification, plan, drawing, pattern, sample, data or information furnished by or on behalf of DHE in connection therewith to any person other than a person employed by the M/s ITI Limited in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only when it is necessary for the purposes of such performance.
- l. Any other responsibility as enumerated in this agreement.

## PART - IV

### Responsibilities of Second Party Department of Higher Education

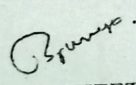
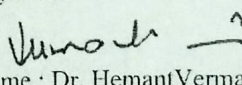
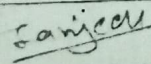
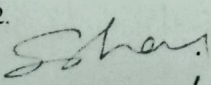
- a. Shall designate a Project Chairperson/Director/Manager who will take the responsibility of coordinating SECOND PARTY's all activities related to this project and will act as the main interface between SECOND PARTY and M/s ITI Limited
- b. Shall provide, as it may, to M/s ITI Limited with such information, necessary to discharge its obligations as defined herein.
- c. Shall facilitate Approval and Acceptance through Acceptance Test Plan of each LMS's modules within stipulated time period.
- d. Shall provide test data for feeding & testing of the Application Software within stipulated time for UAT.
- e. Shall provide data for creation of Master Data.

  
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Deputy General Manager  
ITI LIMITED, Chandigarh

- f. Shall facilitate timely approvals, payments and reply to all communications within 7-10 days.
- g. Shall facilitate to carry out codification and check listing of all records of SECOND PARTY with the help of M/s ITI Limited.
- h. Shall facilitate to provide specific and detailed information concerning the SECOND PARTY workflow, procedures and transaction volumes as they relate to use of the LMS.
- i. Shall provide all information and access to M/s ITI Limited personnel needed to complete the project on priority basis including in time response and availability of various DHE stakeholders.
- j. Shall arrange computer, Projector, white board etc. for providing training to users of SECOND PARTY.
- k. Shall assist in the counseling of the different stakeholders to achieve obvious advantage on implementing the e-Governance through LMS by accepting reengineering of various processes in their function areas.
- l. Shall take every necessary initiative and fulfill essential formalities towards procurement and subsequent provisioning of cloud setup before initiating SRS process and end-user side Computer Hardware and other peripherals, which are assumed to be identified in the SRS document, on either immediately after formal approval of SRS document or before the customization of the Himachal Pradesh Integrated ITI Management System formally takes off.
- m. Any other assistance/facilities as may be mutually agreed and is required by M/s ITI Limited for performing its job under this agreement.

m. Any other responsibility as enumerated in this agreement.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed through their respective authorized representative on the date mentioned above.

Signed on behalf of M/s ITI Limited (Supplier)	Signed for and on behalf of DHE (Customer)
Signature  <b>RANJEET SINGH</b> <b>Deputy General Manager</b> <b>ITI LIMITED, Chandigarh</b> Name : Mr. RANJEET SINGH Designation : Deputy General Manager (Area Office, Chandigarh) Address : SCO 1120-21, 2 <sup>nd</sup> Floor , Sector 22 B , Chandigarh- 160022	Signature  Name : Dr. Hemant Verma Designation : Deputy Director Address : Department of Higher Education, Haryana Shiksha Sadan Sector-5 Panchkula
In the presence of (witness)	
1.  SANJEEV KUMAR ITI Ltd. Chandigarh 2.  #5217/E, MHC Mani Majra Chandigarh (UT)	1.          2.