

**MEMORANDUM OF UNDERSTANDING**

**Between**



**Post Graduate Government College for Girls**

**Sector 42**

**Chandigarh-160036, India**

**And**



**Gyan Setu Think Tank**

**Panjab University**

**Sector 14, Chandigarh**

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MoU") is made on 03-12-2024

*By and Between*

**Post Graduate Government College for Girls**, Sector 42, Chandigarh established in 1982 is a premium multi-faculty institution of higher education in Chandigarh. It is affiliated to Panjab University, which is one of the oldest Universities of India (hereinafter refer to as 'PGGCG 42'), represented by its Principal, having its campus and main office at Sector 42, Chandigarh-160036.

And

**Gyan Setu Think tank, Panjab University, Sector 14, Chandigarh** acting through Convener (hereinafter referred to as NGO which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the second part

**PGGCG 42** and **NGO** may hereinafter collectively be referred to as "**Parties**" and individually as "**Party**" **WHEREAS**

- a) PGGCG 42 is a premier Government College for girls imparting education to more than 3000 students in the streams of Commerce, Humanities, Science and Computer Applications. It is also offering Doctorate, Master's Degree Courses and PG Diploma Courses in various streams.
- b) NGO -Gyan Setu is a strategic Think Tank and has been envisaged as an institution to serve as a Knowledge Bridge – a direct connect between the academia and experts in the domain of Defence and Security. It also aims to bring thinking from Lutyens to regional node apart from providing a platform to the veterans in the region to re-attire for knowledge sharing. The aim of the Society is to build an innovative platform which will serve as a knowledge bridge for Faculty,
- c) Gyan Setu envisions to be an organization to promote dissemination or exchange of knowledge, provide vital facilities for scholars to undertake studies and research in the area of International Relations, Defence Strategy, National and Regional Security Issues, and other subjects in the area of warfare.
- d) Utilization of the infrastructural facilities available at PGGCG 42 and NGO for delivering academic programs and training activities.
- e) Any other objective as mutually agreed upon.
- f) *Both parties acknowledge and understand that all financial arrangements like TA/Honorarium, if any, will be subjected to prior written agreement and availability of funds for each activity/project undertaken and will be as per PU norms/DHE orders.*
- g) Both the parties will support each other in the following areas:
  - Resource Sharing: Sharing of human, and technical resources necessary for the successful execution of the conference.

- Marketing and Promotion: Collaborative efforts in promoting the conference through various channels and sponsorships.

#### **PERIOD OF VALIDITY:**

This MOU will be effective for a period of 01 year (One year) from the date of signing and can be renewed for a further term if mutually agreed by both the parties. However, the agreement may be terminated from either side, if either party serves notice to other party at least three months before the commencement of the next Academic Session / Training Program.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, constituting good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties mutually agree hereto as follows:

#### **ROLE AND RESPONSIBILITIES OF PGGCG 42**

1. Identify a senior level in-house faculty member to be the Program Officer and provide full commitment for the successful outcomes of the program.
2. Ensure highest level of quality to be aimed for and to be achieved at all stages of the Program in order to ensure that programs meet its stated objectives.
3. Provide educational infrastructure: class room, audio visual and computing support, for all students of the program, if need be.

#### **ROLE AND RESPONSIBILITIES OF NGO**

##### **NGO's primary responsibilities shall include:**

1. Identify a senior in-house Officer to be the Program Officer and provide full commitment for the successful outcomes of the program.
2. Extend its expertise in the subject matter for conducting classes/courses/ sessions.
3. To organize lectures, seminars, workshops, conferences, courses and other such activities to promote thinking and exchange of ideas in the field of Defence and National Security and to undertake research projects on security issues with the sole aim to promote awareness and better understanding of the subject.
4. Engage eminent resource persons from Industry and Academia for sharing experiences as a resource person.

#### **Roles and Responsibilities of PGGCG 42 and NGO**

1. PGGCG 42 and NGO may jointly constitute a committee of 3 – 5 members for designing the seminars, workshops, conferences, courses keeping in view latest industry requirements.
2. Designing of course curriculum jointly keeping in view the latest industry requirements.
3. Preparation of the program structure and program manual, if needed.

4. This Memorandum of Understanding is a document of good faith and shall be followed by an Agreement on mutually agreed terms and conditions to detail out the financial implication and revenue sharing among the parties.
5. This Memorandum of Understanding will be effective for one year initially beyond the date of signing this agreement, that is, up to 02-12-2025. Implementation of the MOU would be monitored on a six-monthly basis by a steering committee comprising of three members from PGGCG 42 and NGO each, who would decide on the detailed course of action.
6. Any dispute between the parties shall always be resolved by mutual consultation without any resort to arbitration or other form of legal remedy including resort to court of law.
7. Any notice / communications required to be given by the parties shall be addressed to the parties at the address specified at the first page of this MoU.

#### **OWNERSHIP OF THE PROGRAMME**

NGO and PGGCG 42 shall own the IP rights over the "Structure of the Program" to the extent such educational initiatives can claim ownership and IP rights as per the industry practice and the laws of the country. The activities of the aforesaid courses shall be the sole right of NGO Chandigarh and PGGCG 42. The structure of the program shall be governed as per the ordinance of the PGGCG 42 after getting approvals from the statutory bodies of PGGCG 42 and policies of NGO. The IP rights over the course content of the program shall vest with NGO and PGGCG 42.

#### **FORCE MAJEURE**

For the purpose of this MoU, the expression "**Force Majeure**" shall mean any cause affecting the performance of a party of its obligations arising from acts, events, omissions, happenings or non-happenings, beyond its reasonable control including (but without limiting the generality thereof) Governmental Regulations, fire, flood, earthquake, strikes, or any other disaster or an industrial dispute affecting a third party for which a substitute third party is not reasonably available. Any act, event, omission, happening or non-happening shall only be considered Force Majeure if it is not attributable to willful act, neglect or failure to take reasonable precautions of the affected party. Neither party shall in any circumstances be liable to the other for any loss of any kind whatsoever, including but not limited to any damages or abatement of charges whether directly or indirectly caused to or incurred by the other party by reason of any failure or delay in the performance of its obligations here under which is due to Force Majeure. Notwithstanding the foregoing, each party shall use all reasonable endeavors to continue to perform or resume performance of such obligations here under for the duration of such Force Majeure event.

#### **TERMINATION**

The present MoU can be terminated by either party by giving a notice of three months. In this regard neither party shall have any claim against the other party and its officials on account of termination of this MoU. However, the responsibilities and duties of both parties in respect of

the students already registered for any of the Programs under this MoU shall not end with the termination of the MoU, and these will remain valid in totality until completion of evaluation of the already registered students and reporting of their results by both parties.

### **CONFIDENTIALITY**

- i. During the tenure of the MOU, both, (PGGCG 42 and NGO) will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.
- ii. Both, (PGGCG 42 and NGO) shall bind their respective personnel who come into possession or knowledge of any confidential information NOT to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this MoU or PROJECTS.
- iii. Further both (PGGCG 42, and NGO) shall put in place adequate and reasonable measures to keep and store confidential information secured so as to prevent any unauthorized use.
- iv. Confidential Information shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally disclosed by the disclosing party under this MoU or any subsequent addendum, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions.

However confidential information shall not include any data or information which:

- a. Is or become publicly available through no fault of the receiving party
- b. Is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- c. Is independently developed by the receiving party without reference to the confidential information of the disclosing party
- d. Is rightfully obtained by the receiving party from a third party or is in the public domain.
- e. Is disclosed with the written consent of the party whose information it is, or
- f. Is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

### **AMENDMENTS**

Any amendment add/or addenda to the MoU shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the MoU and have the effect of modifying the MoU to the extent required by such amendments or addenda.

### **INDEMNITY**

Both the parties shall indemnify and keep the other party indemnified and harmless against any and all claims, actions, proceedings by third party (including all costs, expenses, damages/ losses) arising out of or in connection with this MOU.

**ARBITRATION**

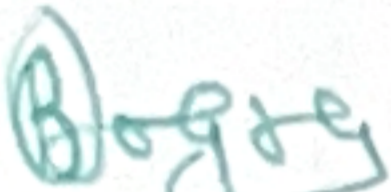
In the event of any difference or dispute arising between the parties in connection with or concerning the observance of the terms and conditions or interpretation thereof, the same shall be jointly resolved by Convener, NGO and an officer/office-bearer of suitable designation from PGGCG 42, in a spirit of independence, mutual respect and shared responsibilities, without any resort to arbitration or other form of legal remedy including resort to court of law.


**EXCLUSIVE JURISDICTION**

The MoU shall be subject to jurisdiction of the courts at Chandigarh.

This Memorandum of Understanding is a document of good faith and shall be followed by an Agreement on mutually agreed terms and conditions to detail out the financial implication and revenue sharing among the parties. This Memorandum of Understanding will be effective up to one year beyond the date of signing this agreement, that is, up to 02-12-2025

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the date first above written.


  
(Prof. (Dr.) Binu Dogra)  
Principal  
Post Graduate Govt College for Girls  
Dated: 3.12.2024

  
(Lt Gen Dr K J Singh)  
Convener, Gyan Setu Think Tank  
NGO Chandigarh  
Dated: 03 Dec 2024

Witness 1

Name: Anura 03/12/24  
Designation: Assoc. Prof.  
(Busi Admn)  
PGCG-42, Chand.


Witness 2

  
Name: Col Parminder Singh (Veteran)  
Designation: Sikhya Seekers Trust  
&  
Gyan Setu Think Tank

Witness 2

Name Agarwal  
3/12/24  
Designation - Professor  
(Commerce)  
PGCG-42, Chand.

witness 2.

  
Gaurav Singh (Veteran)  
Gyan Setu Think Tank.