

**MEMORANDUM OF UNDERSTANDING (MoU)**



**DEPARTMENT OF HIGHER EDUCATION,  
GOVT OF JAMMU & KASHMIR**

**AND**



**CENTRAL UNIVERSITY OF JAMMU**

## Memorandum of Understanding

THIS AGREEMENT (hereinafter referred to as "MoU") is entered into on (date to be decided mutually) day of July, 2019 by and between

**Department of Higher Education** (hereinafter referred to as "HED") and address at Mini Block Civil Secretariat, Jammu, J&K and Civil Secretariat, Srinagar, J&K, Jammu and Kashmir 191101

and

**Central University of Jammu** (hereinafter referred to as "CUJ") situated at Bagla (Rahya Suchani), Samba, Jammu and Kashmir 181143, India

HED and CUJ are also referred to herein individually as a "Party" and collectively as the "Parties".

### PURPOSE OF THE MOU

The purpose of this MoU is to build the collaboration and strengthen the understanding between the above two organizations and conduct collaborative Skill Development Activities in Union Territory of Jammu and Kashmir consistent with national agenda. Both the parties are committed to provide need based, quality technical and professional human resources to the industry, business and community with a mutual co-operation.

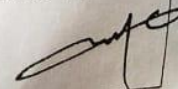
### SCOPE

The scope of this MOU is to define the areas of work where both the parties desire to cooperate to benefit from each other's strengths and expertise. The parties agree that Central University of Jammu shall also be one of the academic partners in skilling initiatives of HEIs under HED. CUJ shall endeavour for smooth implementation and monitoring of the same.

### Proposed areas of collaboration are:

- Vocational Training
- Incubation in the areas of technology and social ventures.
- Mutual Co-operation and assistance for organizing Events like Conferences, Seminars, and Exhibitions & Workshops etc.
- Lateral Entry of Vocational Learners as per NSQF Guidelines in various programs offered by School of Business Studies and Community College, Central University of Jammu. Some of the disciplines in which collaborative activities can be conducted immediately are as under:

- Retail Management



- Banking and Financial Services
- Digital Marketing
- Sales force Business Administration Specialist
- ✓ Soft Skills and Personality Development
- Entrepreneurship and Small Business Management
- Marketing Management
- Beauty and Wellness-(Hair Styling)
- Beauty and Wellness-(Make-up)
- Beauty and Wellness-(Skin Care Services)
- Tourism Management
- Yoga and Naturopathy

The above list can be expanded to include other disciplines after discussing the modalities by both the parties.

**1. Obligations of both the parties:**

- Both parties to identify the areas of collaboration, conceptualize the project proposal(s) and jointly organize Awareness Programme(s)/ Events/ R&D projects / Product development/Skilling Initiatives/ other services etc.
- To execute Events / R&D Projects funded by the Government and/or Industries on mutually agreed terms and conditions (on case to case basis) between CUJ and HEIs, under HE D
- 2<sup>nd</sup> Party will provide consultancy to Department of Higher Education, J&K on mutually agreed terms and conditions
- 2<sup>nd</sup> Party shall be responsible for conduct of skill courses/Certification and placement whereas the Department of Higher Education, Jammu and Kashmir (1<sup>st</sup> Party) will provide necessary infrastructure and budgetary support to the HEI for implementation of Skill Based Schemes and programs, they choose to offer to their students from the basket available with CUJ.
- 2<sup>nd</sup> Party will be responsible for conduct of Career Counselling Sessions/Soft Skill Workshops/Training of Trainers (ToT)/ Hands on training sessions on ICT/Technical/Professional Skills for trainees of identified courses
- CUJ will act as academic partner for Skilling Initiatives of HED, they choose from the courses on offer from CUJ Skill basket
- Students of HEIs will opt for skill based programmes from the identified list of courses/sectors/Job Roles
- With mutual understanding between HED and CUJ Skill Based Program having employability potential will be introduced in select HEIs.

- The detailed list of sectors and job roles will be mutually decided by the parties before the execution of the programme as per expertise available with CUJ/HEIs.
- HED will nominate a single-point contact for coordination with HEIs and CUJ for successful implementation of skilling initiatives.
- Both parties will mutually help each other and use their expertise for organizing the event or completing the R&D project successfully.
- Both parties shall hold/conduct joint workshops, conferences, training programs within the identified areas of co-operation for the benefit of the students.

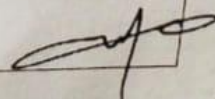
## 1.1 ROLES AND RESPONSIBILITIES:

### 1.1.1 HED:

- HED provide the list of colleges/ institutions for introduction of skill based training which shall form an integral part of this MOU.
- The colleges/ institutions shall provide the required infrastructure for the delivery of the courses in the colleges which includes existing classrooms and computer labs.
- HED shall ensure streamlining the introduction of Skill based programmes in all UG courses/ programmes of all the identified colleges with the scheme of studies of the respective courses/ programmes.
- HED and CUJ through TPs shall organize programmes jointly to create awareness of their partnership in various identified institutions/ colleges.
- HED shall allocate budget for training, assessment and certification of the students in the identified domains to the HEIs implementing a skill programs
- HEIs will promote and encourage enrolment of students in skill based programmes. This activity will include press release, sharing information on college websites, promoting the engagement on other social media platforms, as and when required.
- HED wherever required will issue necessary directions for integration of skill-based training into the daily teaching schedule / time table of the respective colleges.

### 1.1.2 CUJ:

- CUJ will identify Sectors and job roles for students as appropriate for the various streams of Arts, Commerce and Science.
- The QP-NOS based courses will be introduced for the students from semester 3<sup>rd</sup> to 5<sup>th</sup>.
- NSQF level 4 courses will be introduced as add on course or as part of the Degree under this MoU.
- CUJ shall identify Professional Trainers/TPs having experience and expertise to provide QP-NOS based training as per the stream and sector identified for training



at CUJ and respective colleges under HED. Wherever possible online training may also be encouraged.

- CUJ shall adhere to the partner-driven approach with colleges/ institutions of HED to achieve common goals and meet high expectations regarding student's skill empowerment.
- CUJ shall support in benchmarking quality of the training, assessments and certification according to the standards and processes of respective Sector Skill Councils (SSC).
- CUJ shall discharge all or any of the above activities either itself or through TP/s/ SSC
- The CUJ shall be responsible for placement of the trained students in industry or self employment of the trained students
- CUJ will ensure assessment and certification of the skill course through SSC or University certification with logo of HEI or otherwise.

#### 1.1.3 JOINT ROLES AND RESPONSIBILITIES OF HED AND CUJ

- CUJ shall monitor the quality of the Skill based programme along with HED.
- Both parties shall establish procedures to facilitate regular contact at the executive and operational levels to discuss issues arising in relation to the project.
- Both parties constituted under this MoU shall hold meetings, between senior officials to discuss coordination of matters relevant to the operations of this MoU as and when required.

#### 2. Duration of MoU:

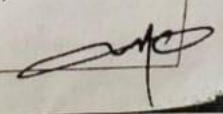
This MoU is effective upon the day and date last signed and will be executed by the duly authorized representatives of the parties to this MoU and shall remain in full force and effective for three years from the signed date, following which it will be reviewed by both the parties for extension two years on the basis of outcomes and placements.

#### 3. Amendments:

Either party may request changes to this MoU. Any changes, modifications, revisions or amendments to this MoU which are mutually agreed upon by and between the parties to this MoU shall be incorporated by written instrument, and effective when executed and signed by both parties to this MoU.

#### 4. Governance and Coordination

An Advisory Committee will be set-up for effective governance and coordination of the courses under the scheme. The Advisory Committee will include the representative(s) of HED and Project Implementation Team of CUJ.



The following shall constitute the Advisory Committee for reviewing the progress of Collaborative Program(s) between CUJ and HED. The Committee will meet periodically to review the functioning of the courses, as and when required, but at least once in six months. The Advisory Committee shall consider the addition/deletion of areas of co-operation between the two parties during review and continuance of the MoU.

4.1. The composition of this committee will be as follows:

- |    |   |                  |
|----|---|------------------|
| a) | Director Colleges, Higher Education Department        | Chairperson      |
| b) | Prof. Devanand (VC nominee)                           | Co- Chairperson  |
| c) | Prof. Jaya Bhasin, School of Business Studies, CUJ    | Member           |
| d) | Principal, or nominee of the concerned HEI            | Member-Secretary |
| e) | Dr. Shahid Mushtaq, School of Business Studies, CUJ   | Member           |
| f) | Dr. Kumar Sourabh, Coordination Cell, HED             | Member           |
| g) | Ms. Rashu Sharma, Coordination Cell, HED              | Member           |
| h) | Coordinator of the skill programme, concerned college | Member           |

4.2. The following shall constitute the Project Implementation Team of CUJ:

- |    |   |                      |
|----|---|----------------------|
| a) | Prof. Jaya Bhasin, School of Business Studies, CUJ  | Project Director     |
| b) | Nominee from Coordination Cell, HED                 | Project Director     |
| c) | Dr. Shahid Mushtaq, School of Business Studies, CUJ | Co-Project Director  |
| d) | Director, Training and Placement , CUJ or nominee   | Co- Project Director |
| e) | Principal or nominee of concerned HEI under HED     |                      |
| f) | Coordination Cell, HED                              |                      |

**5. Confidentiality:**

The parties shall maintain absolute confidentiality with regard to the other party's proprietary information. Parties acknowledge that there are general laws applicable to the unauthorized

disclosure of confidential information. The parties agree that, during the term of this agreement any confidential or proprietary information related to project will be accessible by other parties after getting mutual permission.

**5. Force Majeure:**

Either party shall be excused from performance of this agreement during or to the extent that performance is prevented by the occurrence of unforeseen causes beyond the control of anticipated or unforeseeable by and without the negligence of the party claiming excuse. Such causes include, without limitation, strike, go slow, other concerted acts of workmen, acts of god, war, fire, explosion, action of elements, earthquake, flood, civil disturbance and government restrictions and limitations. The party claiming excuse shall give immediate written notice thereof to the other, in any case not later than 30 days, following the occurrence of such event. If performance is held up for a continuous period of more than 4 months from the date of first notice, then the two parties shall review the situation and agree upon a course of action so as to protect their interest.

**7. Relationship between the Parties:**

Parties shall perform its obligations under this MoU by using reasonable skill, knowledge, standard professional practices and reasonable care. Parties shall perform their obligations under this MoU as an independent Party and not as employee, agent, partner or joint venture. The Parties shall discharge their obligation by application of professional knowledge, skills and experience in good faith.

**8. The Co-Branding and Publication Policy:**

Any of the Parties logos shall be used for any of the material/publications/prints, ONLY upon approval from the concerned party. Neither party shall violate other party's' branding policy and shall not use the other party's logos on any other publication, advertisement, campaign or quotation in documents, other than the project, where relevant and approved, branding will be accomplished in accordance with the Parties' respective legal, policy and procedural requirements.

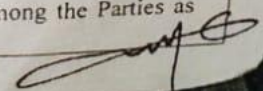
Near-final drafts and all proofs of campaign materials shall be shared between the Parties for technical evaluation and advice before final production. The Parties will collaborate in the development of outreach and education materials regarding the programs for external audiences.

**9. Legally / Financially Binding:**

Both the parties intend to mutually cooperate in the first place and in good faith to accomplish the objectives of this MoU as and where stated. The financial matter pertaining to training and consultancy will be dealt by the concerned colleges entering into a separate MoU for specific skill courses.

**10. Termination:**

The Parties enter into this MoU while wishing to maintain their own separate and unique missions and mandates, and their own accountabilities. The cooperation among the Parties as



outlined in this MoU shall not be construed as a partnership or other type of legal entity or personality. Nothing in this MoU shall be construed as superseding or interfering in any way with any agreements or contracts entered into among the Parties, either prior to or subsequent to the signing of this MoU. Nothing in this MoU shall be construed as an exclusive working relationship. The Parties specifically acknowledge that this MoU is not an obligation of funds, nor does it constitute a legally binding commitment by any Party or create any rights in any third party.

The Higher Education Department in its sole discretion, by giving a prior notice of one month to the other party, may terminate this agreement without assigning any reason thereof.

#### 11. Signatures:

In witness whereof, the parties to this MoU through their duly authorized representatives have executed this MoU on the days and dates set out below, and certify that they have read, understood, and agree to the terms and conditions of this MoU as set forth herein.

The effective date of this MoU is the date of the signature last affixed to this page. This MoU is accordingly signed on behalf of the HED and CUJ as follows:

#### AGREED TO AND ACCEPTED BY:

HED - Jammu and Kashmir

BY [Signature]  
Name: Dr. M. Y. Peerzola  
Designation: DIRECTOR  
Date: 09/02/2021

CUJ-Central University of

Jammu

BY [Signature]

— [Signature]  
Name: Devanand  
Designation: Professor  
Date: 9/02/2021

#### Witnesses:

Name: VIKAS BHAR BHAGATI, KAS.  
Designation: Deputy Secy HED,  
Signature: [Signature] 09/02/2021

Name: Sangeet Rana  
Designation: Additional Secretary, HED  
Signature: [Signature]

Name:

Designation:

Signature:

Name:

Designation:

Signature:

## Contract Agreement

This Agreement ( hereinafter to be referred as 'Contract Agreement' ) is made on **8<sup>th</sup> Day of March 2021** by and between the **Central University of Jammu**, a statutory body established under Central Universities Act, 2009 (Act no. 25 of 2009) read with Central Universities (Amendment) Act, 2009 (Act no. 38 of 2009) acting through its **Chairman-cum-Administrator Project on Employability Training under Capacity Building and Skilling Initiatives**, as nominated by the Vice Chancellor, Central University of Jammu, having headquarters at Rahya-Suchani (Bagla), District Samba, Jammu, J&K-181143, (hereinafter referred to as the Party of the 1st Part ) which expression shall unless excluded by or repugnant to the context be deemed to include its successors-in-interest and assigns.

**AND**

**The Government Degree College R. S. Pura, Tehsil R. S. Pura-181102, District Jammu, UT of J&K**, through its **Principal, Dr. G. S. Rakwal** (hereinafter, referred as the Party of second part), which expression shall unless excluded by or repugnant to the context be deemed to include its successors-in-interest and assigns, representatives or any other person/s as has been authorized by the Government of Union Territory of Jammu & Kashmir.

**Whereas**, the Central University of Jammu (CUJ) in collaboration with the Department of Higher Education, J&K Government has initiated a joint venture to provide training courses to the eligible and interested candidates/students to form next generation as industry ready students. The primary objective of CUJ is to offer innovative, responsive and high quality educational opportunities to Undergraduate and Post Graduate level students. CUJ is running more than 50 programmes including vocational and skill based programmes. These programmes started by the CUJ to enable the students to seek admission into emerging field of specializations offering challenging job opportunities and career prospects.

**Whereas** with the training of students the CUJ is extended the scope of Student Skill Development, Entrepreneurship Development, Youth Empowerment, Industry Institute Interaction, Digital Empowerment to provide holistic service to every stakeholder of the education ecosystem in developing the next generation of talent pool in India to make them industry ready employees, innovators, entrepreneurs and leaders.

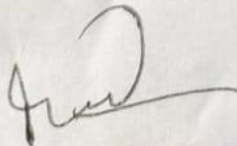
**Central University of Jammu, (CUJ) Rahya-Suchani (Bagla) Samba, Jammu, hereby agrees to enter into this Agreement with The Government Degree College R. S. Pura, Jammu as per the terms and conditions set out hereunder;**

**NOW THIS CONTRACT AGREEMENT WITNESSETH AS UNDER:**

**1. Scope of the Contract Agreement:**

Central University of Jammu, (CUJ) Rahya-Suchani (Bagla) Samba, Jammu, hereby agrees and intended to provide training programs to 30 number of undergraduate students, in

*Qute*



following course/s, in order to enhance competence based training courses in collaboration with the party of the 2<sup>nd</sup> part: the detail of course(s) are as under: .

**1. Soft Skills and Personality Development**

The detail of course with break-up are as under:-

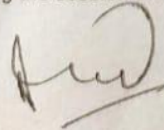
S.No	Name of Course	No. of Hours	Total Charges (Including fee, etc and GST)	No. of Students	Total Amount (Rs)
1	Soft Skills and Personality Development	200-250 Hrs	20000 per candidate	30	600000

**2. Role of Central University Jammu:**

- 2.1 After getting requisition from the **Principal Government Degree College R. S. Pura** i.e. party of the 2<sup>nd</sup> part, the CUJ/the party of 1<sup>st</sup> party shall get the students enrolled against the courses opted for.
- 2.2 Shall provide the certification to all the students on successful completion of the training.
- 2.3 The party of the 1<sup>st</sup> part shall be responsible for evaluation and certification of learners. The 1<sup>st</sup> Party will provide Certification to successful candidates of Course(s) on **Soft Skills and Personality Development**.
- 2.4 The first party will conduct the training on mutually agreeable terms and conditions as set-forth in the present agreement.
- 2.5. Total training duration is inclusive of internship/assessment and direct teaching in blended mode to be conducted by 1<sup>st</sup> Party.
- 2.6 The party of the 1<sup>st</sup> part shall facilitate lateral entry of NSQF Level 4 certified students who intend to pursue NSQF Level 5 applicable in case of such courses where 1<sup>st</sup> Party is offering courses in relevant trades, for such candidates lateral entry fee as applicable will be charged by the CUJ for admission to NSQF Level 4 course.

**3. Role of the College:**

- 3.1 The second party will release a Course fee upon signing of the agreement, as indicated above for the training which will include the cost of training, registration & evaluation of candidates and award of certificates to the successful candidates.
- 3.2 The payment will be released by the College i.e. party of the 2<sup>nd</sup> Part to Central University of Jammu i.e. the party of 1<sup>st</sup> Part through e-transfer in single installment or 80% of the course fee at the time of signing of the agreement/ commencement of the course and 20% at the time of completion of the course/assessment of course participants.
- 3.3 Shall provide the feedback of Trainers/Resource Persons to 1<sup>st</sup> Party during the course of the program/session. The party of the 2<sup>nd</sup> part shall nominate its Coordinator and will ensure to remain present during the session and shall provide the feedback also.



- 3.4 The party of the 2<sup>nd</sup> party shall provide the infrastructure, fixtures and other consumable goods for the conduct of classes in blended mode in the College.
- 3.5 The party of the 2<sup>nd</sup> part will mobilize minimum batch size of 30 students for conduct of training program.
- 3.6 The 2<sup>nd</sup> Party will ensure attendance of the participants/students and maintain the attendance record on daily basis. The same shall be provided to the Central University of Jammu i.e party of 1<sup>st</sup> Part periodically.
- 3.7 The proposed capacity-building programme shall comprise classroom sessions and self-study sessions to be conducted in blended mode (Online/Offline).
- 3.8 The party of the 2<sup>nd</sup> part shall be responsible for making necessary arrangements for conduct of the course following COVID-19 protocol as per SOPs issued by GOI/UT of J&K from time to time
- 3.9 The party of 2<sup>nd</sup> Part will procure Course-ware (Books and Study Material) both printed and e-copies for Skill Based Programs as recommended by 1<sup>st</sup> Party.

#### **4. Validity of Contract Agreement:**

- 4.1 The validity of this agreement would be 3 years from the date of execution of present agreement. The contract agreement may be renewed on mutually agreed terms and conditions between the parties.
- 4.2 The parties shall have right to terminate the present agreement, if any party does not comply with its obligations under this agreement by issuing 30 days prior notice.

#### **5. Indemnity**

Both, Central University of Jammu, (CUJ) Rahya-Suchani (Bagla) Samba, Jammu, and Government Degree College R. S. Pura, Jammu agrees to hold harmless and indemnify from and against all action, demands proceedings, prosecutions, claims or causes of action whatsoever, including (but not limited to) attorneys fees and other costs arising out of:

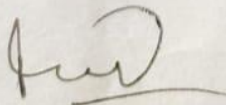
- (i) Any breach of this agreement by either of the two parties
- (ii) Any negligence on the part of either of the two parties

#### **6. Notices**

All notices regarding this agreement shall be by personal delivery or by certified or registered mail, postage prepaid, at the addresses as either of them may so provide by notice given to the other in the same manner.

#### **7. Governing Law:**

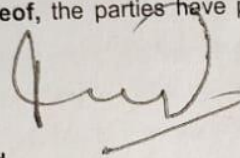
This contract agreement is made under and shall be governed by and construed under the law of Union Territory of Jammu & Kashmir, under the jurisdiction of the Courts at Jammu.



## 8. Arbitration

In the event of any claim, controversy, dispute or difference between the parties, arising out of or in connection with or in relation to this agreement, either party will be entitled to refer the same to arbitration in accordance with the rules of Arbitration and Conciliation Act 1996. There shall be three arbitrators, one to be appointed by the CUJ, the other to be appointed by Government Degree College R. S. Pura and third to be appointed by the two arbitrators appointed by the parties. The award of the arbitrators shall be final and binding on the parties. The Arbitration proceedings shall be held at Jammu.

In witness whereof, the parties have put their signatures on the day and year mentioned above.

  
Prof. Devanand  
Chairman-cum- Administrator  
DHE Project on Employability Training

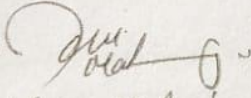
देवानन्द / Prof. Devanand  
सक / Chairman-cum-Administrator  
DHE Project on Employability Training  
Nominated Officer, Central University of Jammu  
Rahya-Suchani (Bagla), Samba-181143

Witness

Name :

Designation:

Department:

  
Usha Mahajan  
System Analyst  
CU, Jammu

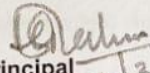
Principal

Witness:

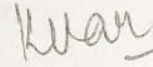
Name : Dr. Kiran Pathania

Designation : Assistant Professor

Department: English

  
Principal  
22/3/2021  
Principal  
Govt Degree College

Representative, Govt. Degree College R. S.  
Pura, Tehsil. R S Pura, District: Jammu 181102

  
23/03/21

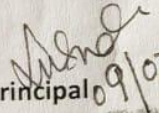

No: RSPC/ 1060  
Date: 09/02/2021

Sh. Anil Raina  
Joint Director Technical (NIELIT)  
Ministry of Electronics & Information Technology(MIETY)  
New Campus, University of Jammu

**Sub- Submission of Contract Agreement.**

Sir,

Kindly find enclosed herewith the contract agreement for the Skill Course on Computer Concepts (CCC) duly signed by me for further necessary action at your end. The list of 60 students will be submitted by the end of this week. Kindly start the course by next week.

  
Principal 09/02/2021  
  
Anil Raina  
B. S. Puro

This contract agreement has been executed on 09.02.2021 by and between

National Institute of Electronics and Information Technology (NIELIT) is a premier IT-HRD organization of Ministry of Electronics & Information Technology (MeitY), Govt. Of India and is actively engaged in the development of skilled human resources in the area of IT, Electronics, Communication Technologies, Cyber Security, e-Governance, e-Learning and related Verticals, NIELIT Srinagar/Jammu, hereinafter, called as the Party of First part

and

Govt. Degree College, RS Pura, UT of J&K, through Principal, hereinafter, referred as the Party of second part.

**Proposal under this Contract agreement:**

Party second intends to impart training to its students, in following course/s, which shall benefit the students with enhanced skill set and a valid certificate and placement after the completion of graduation and the training course.

1. Course on Computer Concepts (CCC)

**Agreement:**

The first party agrees to conduct the following courses,

S.No	Name of Course	No. of Hours(Notional)	Total Charges (Including fee , etc and GST)	No. of Students	Total Amount
1	Course on Computer Concepts (CCC)	80	5,222.00	30*2 (Two batches)	313320.00

award certificate (after due evaluation) and placements to the successful candidates at the end of the training program.

- The first party as first agrees to impart training to above students of the College. List of the students shall be provided by the Principal of the college.
- The proposed training course shall comprise classroom, lab sessions and self study sessions.
- The second party will release a training fee, as indicated above for the training which will include the cost of training, registration & evaluation of candidates and award of certificates to the successful candidates. The payment will be release by the College to NIELIT Srinagar/Jammu account in single instalment.
- The second party shall provide the infrastructure for the conduct of classes in their respective colleges.
- The first party will conduct the training on mutually agreeable terms and conditions.
- After the successful graduation and completion of above training programme a centralised Job Fair will be arranged for the successful candidates.
- In case of any dispute, the matter at first instance shall be resolved amicably by a sole arbitrator to be appointed by both the parties.
- All legal matter related to this contract agreement shall be subject to the courts available under the jurisdiction of J&K UT only.

Director In Charge  
Representative: NIELIT Srinagar/Jammu

Witness

Name: S.K. Garg  
Designation: Additional Director  
Department: NIELIT, J&K

Date:

Principal  
Representative: Govt Degree College, RS Pura.

Witness

Name: NEHA JAIN  
Designation: ASSISTANT PROFESSOR  
Department: COMPUTER APPLICATION

DIRECTOR  
National Institute of Electronics  
& Information Technology,  
An Institute under Department of  
Information Technology, Govt. of India  
New Campus, University of Jammu, Jammu (J&K)

MOU between NIELIT and Government Degree College R.S. Pura