



**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**The Ganeshi Lal Agarwal University (GLA University)
AND
Quality Council of India (QCI)**

This Memorandum of Association (MoU) is being signed on the ^{19th}..... Day of
February of the year 2019 (effective date) between

The Ganeshi Lal Agarwal University (hereinafter referred to as GLA University) is a private university approved by the AICTE, located in 17km Stone, NH-2, Mathura-Delhi Road P.O. Chaumuhan, Mathura-281406 (India).

And

The **Quality Council of India** (hereinafter referred to as QCI) having its office at the 2nd Floor, Institution of Engineers Building, 2, Bahadur Shah Zafar Marg, New Delhi - 110002 (India) which expression shall unless repugnant to the context of meaning thereof include its successors and permitted assignees).

Whereas GLA University is offering a wide range of courses such as BBA, BCA, B.Sc. Biotech, B. Pharma, GLA University is approved and recognized by University Grants Commission (UGC), NCTE and Pharmacy Council of India. It has been accredited by the National Assessment and Accreditation Council (NAAC) with 'A' Grade.

Whereas QCI, as the national accreditation and apex quality facilitation body, establishes and operates national accreditation structure and promotes quality through National Quality Campaign. The promotion of quality encompasses all segments including laboratory accreditation, manufacturing, health, education and public services. QCI started eQuest which offers eLearning courses on around themes that form the core areas of QCI.

Both the Parties agree and undertake that specific projects under the MoU may be proposed, formulated and agreed upon by them for the implementation of this MoU and for the said projects; GLA University and/or QCI assigned shall consider the same as part of this MoU.

The two institutions will endeavour to cooperate as follows:



ARTICLE 1 AREAS OF COOPERATION

This MoU aims to build a long term relationship and to develop healthy and stable arrangements between both the Parties. Any collaborative programs, projects or activities proposed under the auspices of this MoU shall be subject to negotiation, agreement and approval by and between the Parties. The forms of these collaborative programmes, projects or activities may include but are not limited to:

- (a): GLA University recognizes QCI for capacity building interventions in the form of learning activities to enhance employability while using the eQuest platform.
- (b): eQuest has a set of relevant courses for learners of GLA University. In the initial phase, GLA University will integrate three courses of eQuest in their curriculum namely Total Quality Management (TQM), Manufacturing Competitiveness and Blockchain.
- (d): eQuest will award Certification (Participation and Professional Competency Certificates) for eligible participants from GLA University.
- (e): GLA University shall work and promote eQuest amongst Students, Trainees and Partners.
- (g): GLA University shall dovetail relevant Credit Courses and Non-Credit courses of eQuest in the curriculum.
- (h): Specific eLearning courses/learning workshops/trainings around themes that form the major areas of QCI and GLA University may be identified during the lifetime of this MoU
- (i): eQuest can convert and develop GLA University's existing physical modules in the eLearning courses to reach a wider audience if GLA University requires.

ARTICLE 2 ROLE OF EACH PARTY

GLA University will be responsible for the following areas:

1. Identification of eLearning Courses for enhancing employability and capacity building
2. Ensuring the enrollments for the courses
3. Ensuring Payment and course completion along with QCI
4. Facilitating Subject Matter Expert (SME) for content development if required
5. Providing facilities for the course/ contact programmes in its premises
6. Sharing feedback and inputs for design and development of more courses under the MoU
7. Promoting relevant courses of eQuest amongst its students, trainees and Partners.

QCI will be responsible for the following areas:

1. Managing the eQuest Platform for the GLA University programmes
2. eQuest will provide certificates to the eligible participants
3. Developing the new content whenever required
4. Providing Subject Matter Expert (SME) for the course development
5. Managing Stage II (Professional competency certificates) related to learners from GLA University
6. Monitoring students' learning and assess their progression with help from the e-learning tools



ARTICLE 3 WORKING ARRANGEMENT

- 3.1 The Parties shall constitute a Joint Coordination Committee ("JCC") on technology enabled learning which will be a standing platform for dialogue and exchange of information to facilitate cooperation, foster partnerships and review progress in the field of technology enabled learning
- 3.2 The JCC will be co-chaired by designated representatives of the Parties and either Party shall determine the composition of the JCC for its side.
- 3.3 The JCC will meet on a bi-yearly/ annual basis virtually or in person as the case may be.
- 3.4 The parties agree to arrange regular meeting and communication with one another and with the other relevant stakeholder, to review and finalize the detailed plan for each stage of the programme.

ARTICLE 4 FINANCIAL ARRANGEMENT

The financial arrangement for the co-operative activities undertaken within the framework of this MoU shall be mutually agreed upon by both the Parties on a case-to-case basis, subject to the availability of funds and resources.

ARTICLE 5 REPRESENTATION AND WARRANTY

Each Party to this MoU represent that the execution and performance of this MoU is not contrary to any rule, law, statute, internal policy, or any other such order or rule by which such Party is bound.

ARTICLE 6 PROTECTION OF INTELLECTUAL PROPERTY RIGHTS/OWNERSHIP

Each party will protect, within its territory, intellectual property rights of the other party in force in their respective countries. All copyrights of the documents produced in support of any activity under this MoU shall rest with QCI.

Both the parties will ensure appropriate and protection of intellectual property rights obtained on the basis of this MoU, in accordance with laws and regulations in force in their respective countries and in accordance with the international agreements to which they are Parties.

ARTICLE 7 CONFIDENTIALITY

Each party undertakes to observe the confidentiality and secrecy of documents, information and other data received from, or supplied to the others Party during the period of the implementation of the MoU or any other agreements made pursuant to this MoU.



ARTICLE 8 SUSPENSION

Each party reserves the rights for reasons of national security, national interest, public order or public health to suspend temporarily either in whole or in part the implementation of this MoU. The suspension shall take effect immediately after written notification has been given to the other party through diplomatic channels.

ARTICLE 9 REVISION, MODIFICATION AND AMENDMENT

Either Party may request in writing a revision, modification or amendment of all or any part of this MoU. Any revision, modification or amendment agreed to by the parties shall be reflected in writing and shall form part of this MoU. Such revision, modification or amendment shall come into force on such date as may be determined by parties.

ARTICLE 10 SETTLEMENT OF DISPUTES

The MoU is not intended to create any legal obligations between the Parties. Any difference or dispute between the Parties concerning the interpretation and/ or implementation and / or applicable to any of the provisions of this MoU shall be settled amicably through mutual consultation and / or negotiation between the Parties, without reference to any third party or international tribunal.

The MoU shall be governed and constructed in accordance with the Laws of India. The parties agree to submit to the exclusive jurisdiction of Delhi Court in India in connection with any dispute between the Parties under the MoU.

ARTICLE 11 EFFECTIVE DATE, DURATION AND TERMINATION

The MoU shall commence from the Effective Date and shall continue for a period of five (05) years from the Effective Date (hereafter referred to as "Term"). Thereafter, both parties shall review the status of this co-operation and may extend the Term on such terms as mutually agreed upon.

Notwithstanding Article 10 paragraph 1 above, either party may terminate this MoU by notifying the other Party in writing at least thirty (30) days in advance of such termination.

10.3 Unless otherwise agreed upon by the Parties, the termination of this MoU shall not affect the implementation of on-going activities and/or programmes, which have been agreed upon agreed before the date of the termination of the MoU.



ARTICLE 12 AMENDMENT

The obligations of QCI and GLA University have been outlined in the MoU. However, during the operation of MoU, circumstances may arise which may call for alterations or modifications of this MoU. These amendments shall be mutually discussed and agreed upon in writing.

ARTICLE 13 INDEMNIFICATION

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 due to breach of any provisions of this agreement Memorandum of Understanding by such party or as a result of any act of negligence/omission or commission on part of such party and /or its employees, agents etc.

ARTICLE 14 FORCE MAJEURE

13.1 Neither party hereto shall be liable for any failure to perform its obligations hereunder to the extent that performance has been delayed, hindered or prevented by any circumstances beyond the reasonable control of that party, including without prejudice to the generality of the foregoing, any act of God, war, riot, civil commotion, strike, lock-out or other form of industrial action or any form of government or supernatural authority intervention.

13.2 The affected party to be able to avail of this clause will be obliged to inform the other party of:

- (a) The occurrence of any such event of force majeure; and
- (b) Resume its responsibilities on the cessation of such force majeure event.

ARTICLE 15 DISPUTES

In case any disputes arise in implementing the MoU, these shall be resolved by mutual consultation.



**ARTICLE 16
MISCELLANEOUS**

15.1 Neither party shall use or publicize the MoU in such a manner as to cause any disrepute to the other party and shall not make any statement relevant to this MoU which may reasonably be considered to be misleading.

15.2 If any doubt arises as to the interpretation of the provisions of this Agreement or as to matters not provided therein, the parties to this Agreement shall consult with each other for each instance and resolve such doubts in good faith.

15.3 In case of dispute or difference arising out of or in connection with this MoU, the same shall be settled through mutual discussions between QCI and GLA University.

IN WITNESS WHEREOF the parties hereto have signed & executed this memorandum in presence of each other and in presence of attesting witnesses.

For and on Behalf of QCI

Dr. R P Singh
Secretary General
2nd Floor, Institution of Engineers Building,
2, Bahadur Shah Zafar Marg
New Delhi - 110002

For and on Behalf of GLA University

Shri Ashok Kumar Singh
Registrar
17 Km. Stone, NH #2 Mathura Delhi
Highway, P.O. - Chaumuhan
Mathura, Uttar Pradesh - 281406

Witness:

Ranvijay Bihari
Deputy Director

Witness:

Prof. Vikas Tripathi
Head Management (PG)