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Non Judicial



Indian-Non Judicial Stamp  
Haryana Government



Date : 08/03/2021

Certificate No. UOH2021C19



Stamp Duty Paid : ₹ 101  
(Rs. Only)

GRN No. 74310315



Penalty : ₹ 0  
(Rs. Zero Only)

**Seller / First Party Detail**

Name: Dr avnesh verma Registrar Guru jambheshwar university of  
H.No/Floor : 0 Sector/Ward : 0 LandMark : Hisar  
City/Village : Hisar District : Hisar State : Haryanan  
Phone: 92\*\*\*\*\*89



**Buyer / Second Party Detail**

Name : Dr rakesh wadhwa Registrar Chaudhary devi lal university  
H.No/Floor : 0 Sector/Ward : 0 LandMark : Sirsa  
City/Village: Sirsa District : Sirsa State : Haryana  
Phone : 92\*\*\*\*\*89

Purpose : NON JUDICIAL STAMP PAPER FOR PROVIDING ONLINE ADMISSIONS AND REGISTRATION AND  
PhD SOFTWARE FOR STUDENTS OF CDLU SIRSA

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

**MEMORANDUM OF UNDERSTANDING BETWEEN GURU  
JAMBHESHWAR UNIVERSITY OF SCIENCE &  
TECHNOLOGY, HISAR, INDIA**

AND

**CHAUDHARY DEVI LAL UNIVERSITY, SIRSA, INDIA**



*Handwritten signature and date: 15/03/2021*

*Handwritten signature and date: 15/03/21, J.P. IT cell*

**1. THE AGREEMENT**

1.1 Guru Jambheshwar University of Science & Technology, Hisar, India (herein after called the GJUS&T, Hisar) which expression shall, where the context so admits, include its students, technical staff and faculty members of the one part.

AND

1.2 Chaudhary Devi Lal University, Sirsa, India (herein after called the CDLU, SIRSA) which expression shall, where the context so admits, include its students, technical staff and faculty members of the second part.

**2. PREAMBLE**

*Handwritten signature and date: 8.3.2021*

*Handwritten signature and date: 08/03/2021*

- 2.1 WHEREAS GJUS&T, Hisar has developed as a unique facility for academic and research in the areas of engineering, pharmacy, environment, management, computer and informatics and has eminent faculty and technical staff.
- 2.2 WHEREAS CDLU, SIRSA has developed as a unique facility for research in the areas of humanities, science, engineering and management and has eminent faculty.
- 2.3 AND WHEREAS GJUS&T, Hisar and CDLU, SIRSA agrees to extend mutual co-operation on terms and conditions hereinafter contained.

### 3. SCOPE OF AGREEMENT

- 3.1 This agreement details the modalities and the term and conditions for providing Online Admissions & Registration and Ph.D. software of students in CDLU, Sirsa between GJUS&T, Hisar and CDLU, Sirsa, the rights and obligations of either University thereto and other arrangements between the Universities.
- 3.2 The MoU shall come into force from date of signing of this agreement (herein after called the EFFECTIVE DATE) and shall remain valid for the term of two years or until superseded or cancelled.
- 3.3 No amendment to this agreement shall be effective unless it is in writing, mutually agreed upon and signed by duly authorized representatives of the Parties.

### 4. RESPONSIBILITIES OF GJUS&T, HISAR AND CDLU, SIRSA

- 4.1 The technical teams from both the Universities play an important role in technological upgradation and implementation. Both Universities believe that close co-operation between the two would be of major benefit to the student community and working environment of Universities.
- 4.2 Both Universities will facilitate effective utilization of the intellectual capabilities of the technical staff of GJUS&T, Hisar providing significant inputs to them in developing suitable Online Admissions & registration and Ph.D. system, keeping in mind the needs of CLDU, Sirsa.
- 4.3 Necessary infrastructure required to host the software and smooth access to stakeholders will be provided by CDLU, Sirsa.

4.4 GJUS&T, Hisar shall host the Admissions & Registration and Ph.D. software on the server(s)/Cloud Storage provided by CDLU, Sirsa and shall be placed & installed at GJUS&T, Hisar premises.

4.5 GJUS&T, Hisar shall delivering the software modules after one month after receiving Software Requirement Specifications (SRS) in written document from CDLU, Sirsa. However, support will be continued till the term of MoU superseded or cancelled.

4.6 At the closing of registration for Academic year, the complete data in any desired format required by CDLU, Sirsa shall be provided by GJUS&T, Hisar.

4.7 Single point of contact be provided by both the collaborating Universities for necessary communication.

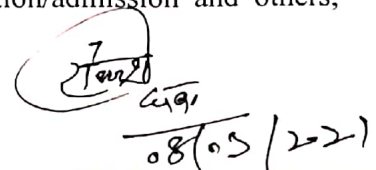
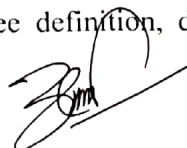
4.8 Both the collaborating Universities shall allow the visits of technical staff members as and when deemed necessary.

4.9 Both the collaborating universities shall share admission related online platforms for annual admission process.

4.10 GJUS&T, Hisar shall provide secure web based software including maintenance and upgradation to CDLU, SIRSA for two years with modification and updatation as well as with all obligations relating to this software. In lieu of that GJUS&T, Hisar shall charge Rs. One crore plus GST. Further, the charges are one time lumsum charges for the software and after two years, the software with all modification and updatation will be the absolute property of the CDLU, SIRSA ( including source code and database) and GJUS&T, Hisar will have no claim regarding the software after two years but CDLU will not use this software for any commercial purpose after completion of MOU.

4.11 However, the GJUS&T, HISAR shall provide following scope of these software : Features and Installation/configuration/testing/commissioning of above cited software :

4.11.1 Content management based framework having all the feature and configurability through web interface and capability of continuous improvement and up gradation as per presentation made by the staff of GJUS&T, HISAR during their visit to CDLU, SIRSA on 03.02.2021 (facilities to administration, applicants, Departments, Accounts Branch, Registration Branch and other such facilities / features like for seat matrix definition, fee definition, date(s) of application/admission and others,



08/05/2021

verification of required data, sending an e-mail/SMS(the pack shall be provided by CDLU, SIRSA), various reports generation option, generating other reports as and when conveyed by the CDLU, SIRSA within minimum time period , setting up the instance of the software on separate domain (domain shall be booked by CDLU, SIRSA), integration of payment gateway for online payments receiving in University account (details of payment gateway/account details shall be conveyed by CDLU, SIRSA). The GJUS&T, HISAR shall take care for any data breach and for crashing/hacking/deletion of data due to one reason or the other and shall revive/restore/backup the data. In the event of connectivity failure or server problem the software functioning should continue by backup server/line.

#### 4.12 Training

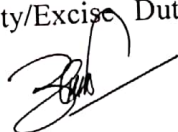
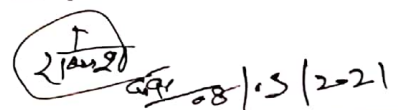
Training (onsite/offsite): The GJUS&T, HISAR shall arrange to provide free of cost training to the deputed staff of CDLU, SIRSA on all features of the software for successful functioning of the software.

4.13 Delivery period: The GJUS&T, HISAR shall deliver the above software modules on priority basis after one month after submitting the SRS by CDLU, Sirsa.

4.14 Data migration: GJUS&T, HISAR shall provide adequate technical manpower including sufficient Data Migration Experts to migrate all the active students' data and closing balances during the contract period. After completion of period of MoU, the GJUS&T, HISAR shall ensure successful Data Migration to the new system of CDLU, SIRSA with no additional cost involved. In addition, GJUS&T, HISAR shall provide the data in XML/CSV/Tab Depleted/Excel Sheets and/or Access format. After completion of MOU, there is no responsibility of GJUS&T Hisar to update and maintain the software.

4.15 Taxes and Duties: GST at actual, as applicable on the date of invoice shall be charged extra at the time of billing.

Govt. Levies: As per Clause 12.36 of the University Accounts Code, the benefit of concessional Tax/GST, wherever available, may be granted to the University, if University supplies a concessional Tax certificate. Exemption from Custom Duty/Excise Duty/Octree: As per Clause 12.37 of the

University Accounts Code, the benefit of exemption from Custom Duty/Excise Duty/Octroi, wherever available and/or applicable, may be granted to the University, if University supplies an exemption certificate.

Statutory Deduction of Income Tax at Source: As per Clause 12.72 of the University Accounts Code, statutory deduction on account of Income Tax shall be made at source on the payments and on other payments as required under Income Tax Act from time to time.

4.16 Both institutes shall make effort to extend collaborations in academic programs beneficial mutually to both universities.

## 5. INTELLECTUAL PROPERTY

5.1 The software for online admissions and registration is solely developed by the GJUS&T, Hisar and therefore, intellectual property of GJUS&T, Hisar. Commercialization or redundant copy of this software shall not be made by CDLU, Sirsa.

## 6. TERMINATION OF AGREEMENT

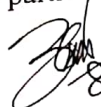
6.1 The MOU shall be effective from the date of its signing by both the parties and shall remain in operation until either party serves notice to the other for its intention to terminate it. In such events, the MOU shall stand terminated at the end of one calendar month from the date of issue of such notice. In case both the parties agree to terminate the MOU, the on-going training work will be completed.


## 7. AMENDMENTS TO THE AGREEMENT

7.1 The parties to this MOU may, by mutual consent, add, modify, amend or delete any word, phrase, sentence or article in this MOU at any time during the operation of MOU.

## 8. DISPUTE RESOLUTION

8.1 In case of any dispute regarding this MoU, the matter will be referred to the sole arbitrator appointed mutually or to the three members arbitration panel one each appointed by the parties and third by mutual consent. The proceeding will be

  
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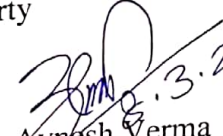
  
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conducted under the arbitration rules. The expenses will be borne by both the parties in equal share and the site for the arbitrator will be decided mutually.

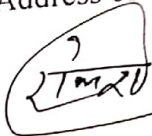
This MoU has been executed in two originals, one of which has been retained by the First party and the other by the Second party).


IN WITNESS WHEREOF, the parties have executed this MoU on this day 8<sup>th</sup> of March 2021 and represent that they approve, accept and agree to terms contained herein.


Name and Address of the First Party


  
Dr. Avnesh Verma  
Registrar,  
Guru Jambheshwar University  
of Science & Technology, Hisar  
8/3/2021

Name and Address of the Second Party

  
Dr. Rakesh Wadhwa, Registrar, (3 (62))  
Chaudhary Devi Lal University,  
Sirsa for and on behalf of CDLU,  
Sirsa

  
Witness 1  
8/3/2021

  
Witness 2  
8.3.21

  
8/3/21