MEMORANDUM OF UNDERSTANDING







BETWEEN

INDIAN NAVY

NWWA

AND

GURU NANAK GROUP OF INSTITUTIONS, KARNATAKA

MEMORANDUM OF UNDERSTANDING (MoU)

This Memorandum of Understanding is signed at New Delhi on this 02nd day of April 2024

BY AND BETWEEN

- 1. **Indian Navy (IN)**, an Indian Armed Force having its mailing address at Directorate of Naval Education, Naval Headquarters, Ministry of Defence, West Block-V, RK Puram, New Delhi, India-110066 (hereinafter referred to as **"First Party"**).
- 2. The Navy Welfare & Wellness Association (NWWA) refers to the Indian Navy's gender-neutral welfare and wellness association, run by and for the spouses of the Indian Navy's active Officers and Sailors. NWWA is a not-for-profit organization headed by the President NWWA, based at NWWA Kendra, New Delhi (hereinafter referred to as "Second Party").

AND

- 3. Guru Nanak Group of Institutions (**GNGI**) registered under Sri Nanak Jhira Saheb Foundation Act and through its Board Member (hereinafter referred to as "**Third Party**").
- 4. **Indian Navy, NWWA** and **GNGI** are hereinafter collectively referred to as "Parties and individually as "Party".

Whereas

- 5. The First Party, **Indian Navy** is undertaking MoU for welfare of wards of its serving and retired personnel including Personnel Killed or Wounded in Action and Physical Casualties for education purposes.
- 6. The Second Party, NWWA, through its 'Sahara' arm, supports the spouses and families of deceased naval personnel including facilitating higher educational avenues for their families and wards.
- 7. The Third Party GNGI is involved in Higher Education providing undergraduate and postgraduate level education programmes.

Purpose

- 8. The Parties are desirous of collaborating with each other for the education of the wards of Naval Personnel including families of Naval personnel deceased while in service, personnel with disabilities, physical casualties, retired Naval personnel etc.
- 9. The parties hereto have agreed to enter into this Memorandum of Understanding on the terms and conditions given in succeeding paragraphs.

Busine

Kala Hankumon

Page 2 of 6

Responsibilities of First Party

- 10. To facilitate admission in the courses by a predefined date by way of informing all the prospective schools, all ranks and other institutions of Indian Navy.
- 11. Designate an officer {Commander (Naval Education)- Higher Education, shortly Cdr (NE)- HE at NHQ} as a one-point contact for representing all policy and administrative issues and to clear names of prospective students on the basis of criteria as decided by the Indian Navy.
- 12. To maintain communication with the GNGI.
- 13. To facilitate visit students of Guru Nanak Group of Institutions to Indian Naval Academy and naval ship for educational purposes.

Responsibilities of Second Party

- 14. To facilitate admission of families and wards of naval personnel including those deceased, in the courses offered by the GNGI, by way of informing the prospective candidates through the various regions and offices of NWWA.
- 15. Designate an officer (NWWA coordinator at NHQ) as a one-point contact for representing all policy and administrative issues and to clear names of prospective students on the basis of criteria as decided by the NWWA/ Indian Navy.
- 16. To maintain communication with the GNGI in consultation with the First Party.

Responsibilities of Third Party

- 17. Designate Principal, GNDECB as a one-point contact representing all policy and administrative issues.
- 18. Acknowledge Indian Navy and NWWA as lead partners for the project.
- 19. Undertake category-wise admission of wards of Naval Personnel in consultation with the First and Second Parties.

GNGI will provide the following concessions as mutually agreed by the parties

- 20. Admission and concession in tuition fees to the extent of 100% (Freeship) for upto two wards of Naval Personnel died in harness.
- 21. Admission and concession in tuition fees to the extent of 75% for upto three wards of Serving Naval Personnel.
- 22. Admission and concession in tuition fees to the extent of 50% for upto three wards of Retired Naval Personnel.
- 23. Hostel accommodation charges, one time admission fee, refundable security, mess and laundry charges will not be part of above arrangement.

Banana

Kala Harikuman.

Page 3 of 6

24. List of Courses which are covered for concession under Guru Nanak Group of Institutions:-

(a) **UG Courses**

- (i) Bachelor of Engineering (9 streams/Branches)
- (ii) B.Sc. Nursing
- (iii) B.Pharmacy
- (iv) B.Sc, B.Ed, B.Com

(b) PG Courses

- (i) M.Tech
- (ii) MBA

Resolution of Differences

- 25. Any dispute, disagreement of question arising out of or relating to this MoU or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists will be referred to the Arbitration Tribunal consisting of three arbitrators. The Arbitration Tribunal shall have its seat in New Delhi or such other place in India as may be decided by the arbitrators. The Arbitration Proceedings shall be conducted in India under the Arbitration and Conciliation Act, 1996 and the Rules made thereunder.
- 26. This MoU is not intended to provide any basis for investment or partnership decision at the present or in the future by and between the Parties, outside the scope of this MoU.
- 27. Neither party may, not cause any other party to engage in any form of corruption or legal or unethical act to obtain and maintain a business including but not limited to, offering or paying a bribe or giving a gift or anything else of value to any official to improperly influence anyone in connection with their obligations hereunder. Neither party shall engage in or tolerate any kind of bribery and shall not promise, offer, provide, or authorize anything of value, payments, entertainment, political contributions, and contributions of any kind of nature, such as donations and sponsorships or favour to any Government official to improperly influence any act or decision-making in violation of applicable law. Neither Party shall request, authorize, or tolerate any kind of bribery or any other kind of illegal or unethical action from others on behalf of the other party, in the other party's name, or in any other way related to the services.
- 28. This MoU constitutes the entire understanding between the Parties and supersedes any and all prior or contemporaneous understandings and agreements whether written or oral between the Parties with the subject matter there of.

29. All the disputes shall be subject to jurisdiction of courts at Bidar.

corde

Kala Harikumen

Page 4 of 6

- 30. <u>Amendment to the MoU</u> During the operation of the MoU circumstances if any arise which calls for modification(s) alteration(s), they will be mutually discussed and agreed upon in writing.
- 31. <u>Tenure & Termination</u>. This MoU will take effect from the date it is signed by the parties. It will remain valid for five years from the Academic Year 2024-25 to 2028-29, and may be renewed after suitable review thereafter. Either party may terminate the MoU by giving written notice to the other party three months in advance. Once terminated, neither the Indian Navy, NWWA nor GNGI will be responsible for any losses, financial or otherwise, which the other party may suffer. However, the parties agree to that all the activities in progress will be allowed to complete successfully.
- 32. <u>Notices</u>. Any notice required to be given under the terms of this Memorandum of Understanding (MoU) shall be in writing and delivery to the parties at the addresses given herein below.
 - (a) For IN

Address: The Chief of the Naval Staff [for Commodore (Naval Education)]
Directorate of Naval Education
Naval Headquarters, Ministry of Defence
West Block-V, RK Puram,
New Delhi-110066

(b) For NWWA

Address: The President (for Honorary Secretary NWWA) Navy Welfare and Wellness Association Room No-706, D Block Naval Headquarters, Ministry of Defence Africa Avenue New Delhi- 110023

(c) For GNDEC

Address: P

Principal

Guru Nanak Dev Engineering College

Bidar

Karnataka-585403

PS cure

Kalatarikmon

BY

Page 5 of 6

IN WITNESS WHEREOF, the parties hereto have caused this Agreement and executed by their respective duly authorized representatives on the 02nd day of April 2024 mentioned herein before.

For and On Behalf of		
Indian Navy	NWWA	GNGI, Bidar
Signature:	Signature:	Signature:
Busine	Kala Harikuma	
(Cmde G Rambabu)	(Mrs Kala Hari Kumar)	(Dr. S Balbir Singh)
Commodore (NE)	President, NWWA	Chairman, GNGI
NHQ/ DNE	Africa Avenue	Bidar,
New Delhi - 110066	New Delhi -110023	Karnataka - 585403
Witness Signature:	Witness Signature:	Witness Signature: Name:
Capt (NE)	Name: Thank Chand Payard Libutanant Commends	ivaine:
Designation:	Designation:	Designation: