



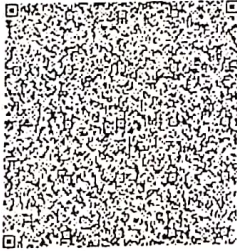
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Government of National Capital Territory of Delhi

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Certificate No.	: IN-DL49562744851543Q
Certificate Issued Date	: 12-Jul-2018 12:00 PM
Account Reference	: IMPACC (IV)/ dl939303/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL93930303123909606410Q
Purchased by	: JMC
Description of Document	: Article 58 Memorandum of Settlement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: JMC
Second Party	: NDMC
Stamp Duty Paid By	: JMC
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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Sr. Anil Kumar

Officiating Principal
Jesus & Mary College
Chanakyapuri,
New Delhi-110021

Signature

MEMORANDUM OF UNDERSTANDING

BETWEEN

**JESUS AND MARY COLLEGE
(UNIVERSITY OF DELHI)**

AND

NEW DELHI MUNICIPAL COUNCIL (NDMC)

Dr. Rosily Singh

Officiating Principal
Jesus & Mary College
Chanakyapuri,
New Delhi-110021

[Signature]

**MEMORANDUM OF UNDERSTANDING FOR ENRICHING PROCESSES
TOWARDS QUALITY IMPROVEMENT ON A SUSTAINABLE BASIS IN N.P. CO.
ED. SR. SEC. SCHOOL, BAPU DHAM**

This is a MOU for enrichment processes towards quality improvement on a sustainable basis in N.P. Co. Ed. Sr. Sec. School, Bapu Dham.

BETWEEN

The Jesus and Mary College (University of Delhi), and which expression shall, unless repugnant to the context or meaning thereof, shall include its successors and assigns of the FIRST PART through Principal, Jesus and Mary College.

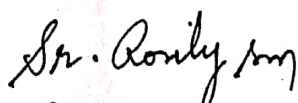
AND

New Delhi Municipal Council (hereinafter referred to as NDMC and/or Council interchangeably) and which expression shall mean and include, unless repugnant to the context, its successors, and permitted assigns, a statutory body within the meaning of new Delhi Municipal Council Act, 1994 and having its head office at Palika Kendra, Sansad Marg, New Delhi, India through Director(Education).

WHEREAS:

Jesus and Mary College, an academic fraternity and a pioneering institution with vision of empowering women through transformative education has agreed for initiating enriching processes towards quality improvement on a sustainable basis in N.P. Co. Ed. Sr. Sec. School, Bapu Dham run by the New Delhi Municipal Council (NDMC).

AND WHEREAS the New Delhi Municipal Council (hereinafter referred to as NDMC and/or Council interchangeably) and which expression shall mean and include, unless repugnant to the context, its successors, and permitted assigns,



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a statutory body within the meaning of New Delhi Municipal Council Act, 1994 and having its head office at Palika Kendra, Sansad Marg, New Delhi, India.

AND WHEREAS both the parties intend to work together for initiating enriching processes towards quality improvement on a sustainable basis in N.P. Co. Ed. Sr. Sec. School, Bapu Dham as per the terms specified below:

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS UNDER:

1. Introduction:

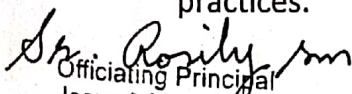
Jesus and Mary College (JMC) is an academic fraternity and a pioneering institution with vision of empowering women through transformative education. The college has endeavored to offer an all round education that focuses on intellectual, cultural, social, aesthetic and spiritual development of our students to make them compassionate and committed human beings. The college offers undergraduate and postgraduate degrees in the arts, commerce and professional areas to students of diverse religious and socio-economic backgrounds. It is believed that the college, with its expertise in academic and co-curricular domains, alongwith its focus on transformative education, would be competent in addressing needs and providing alternatives and empowerment needed for individuals, communities and societies to prosper.

The purpose of this Memorandum of Understanding (MOU) is to increase cooperation between Jesus and Mary College, New Delhi (JMC) and New Delhi Municipal Council (NDMC) in areas of mutual interest. Implementation of the Program Activities in this MOU will help Jesus and Mary College and New Delhi Municipal Council to enrich N.P. Co. Ed. Sr. Sec. School, Bapu Dham, through transformative practices, multi-level interventions and collaborative partnerships.

2. Objectives & Purpose:

The parties shall work towards holistic and integrated development of the school with special emphasis on students and teachers. This includes:

2.1. Fostering and sustaining academic growth through alternative pedagogic practices.

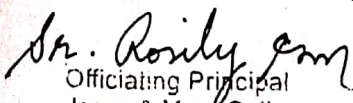

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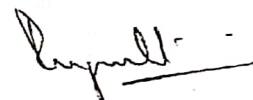


- 2.2. Act as a facilitator for capacity building for vocational skills/education.
- 2.3. Identification of creative aptitude and creating opportunities for the same.
- 2.4. Enriching reflective practices among teachers.
- 2.5. Ensuring psychological well being of children and addressing mental health concerns of students and teachers.
- 2.6. Ensuring the sound physical development of students and facilitating training in sports.
- 2.7. Providing opportunities for digital education of students, while training the teachers in multimedia and other advanced techniques.
- 2.8. Enhancing school library and developing teaching learning resources.
- 2.9. Providing academic and counseling support to students who drop out of school.
- 2.10. The scope of the MOU may be extended to other area not specified in the above list with mutual consent of both parties.

3. Obligation of Jesus and Mary:

- 3.1. Conduct a baseline survey in school to identify the areas of concern for suitable intervention.
- 3.2. Organize workshops/interactive sessions with the school teachers addressing areas emerging from the baseline survey.
- 3.3. Provide onsite and ongoing support to institutionalize innovation.
- 3.4. Enhance context bases experiential learning in the classrooms.
- 3.5. Enrich pedagogic practices through art, music, theatre and role-plays, integrating it with the current curriculum.
- 3.6. Scaffold and offer remedial training classes for students in need of academic and skill-based support.
- 3.7. Address mental health issues and overall psychological well being.
- 3.8. Facilitate development of resource centre for teachers and students, including strengthening of the library.
- 3.9. Conduct workshops and health camps for the parents, teachers and staff to equip them better with various developmental needs of the children.
- 3.10. Organize training camps for advanced sports.
- 3.11. Facilitate networking with organizations in the field of education and skill development.


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Mysore - 575 004



4. Obligation of NDMC: The NDMC shall undertake the following roles and responsibilities:

4.1 Provide JMC faculty and students easy access to students and teachers of the school for the baseline survey and the subsequent capacity building.

4.2 Support JMC in developing network of the school with complementary organizations.

4.3 Provide physical infrastructure to conduct the programme including access to labs and other learning resources including space to store the teaching learning materials developed as may be required in the school.

5. Working Group/Joint Committee

5.1 The parties shall constitute a "Coordination Committee" for implementation of the MOU and review of the activities undertaken thereby. The committee shall comprise of 3 members nominated by each party. The committee shall meet at least once in a month to decide about the plan of activities and review the progress of the work being carried out.

5.2 NDMC and the Jesus and Mary would nominate 3/4 members each in the working group or in a joint committee for managing and administering the enrichment programme.

5.3 A monthly meeting to review all aspects of the programme.

5.4 Both NDMC and Jesus and Mary would nominate one member each from the committee as the Programme Coordinator for the day to day management of the programme.

6. Fees and other benefits:

6.1 The JMC shall not charge any fees for conducting the programme, which involve utilization of the faculty and student resources of JMC.

6.2 Expenses incurred towards hiring services of external resource persons, if any, and any contingent expenses should be paid by NDMC as per its admissible norms.

Sr. Rosily gm

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6.3 The expenses towards setting up of the resources centre and other physical infrastructure facilities in school shall be borne by NDMC. The JMC may assist NDMC to prepare estimates of such expenses.

7. Standards of Performance:

The parties agree that all obligations under this MOU shall be performed in a manner protective of and consistent with both parties' reputation for excellence and integrity in education and research.

8. Validity & Termination:

This MOU provides a framework within which the parties shall cooperate in specified activities mentioned hereinafter. The MOU shall take effect on the date of signing and shall continue for a period of 3 years, which can be extended further upto 2 years with mutual consent. The MOU may be terminated by either Party, without assigning any reason, by giving the other Party 3 month's prior written notice.

8.1 Notwithstanding anything stated above, either Party may terminate this Agreement with immediate effect.

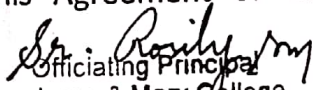
8.2. For any specific violation of any terms or clauses of the Agreement by NDMC or JMC.

9. Exclusivity:

Both Parties hereby agree that this MOU is entered on non-exclusive basis and that both Parties shall have the right and the discretion to enter into similar agreements and arrangements with other parties also.

10. Indemnity:

The Parties hereby agree and undertake to indemnify and hold harmless each other, their directors, officers, employees and agents from and against any and all claims, causes of action, liabilities and consequences (including, without limitation, attorneys fees) which arise directly or indirectly from any breach of this Agreement or any negligent or wilful act, omission or misconduct,


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misrepresentation, cheating by the defaulting Party or any of its personnel or agents. For the sake of clarity, the foregoing indemnity provisions shall also be applicable to any loss, damages, cost, suits, expenses (including without limitation any legal fees and expenses) or claims arising from (a) violation of applicable laws; and (b) breach of confidentiality and IPR obligations.

11. Force Majeure:

The JMC obligations under this MOU shall be suspended upon the occurrence of force majeure event such as act of God, flood, earthquake, fire, explosion, act of government, war, civil commotion, insurrection, embargo, riots, lockouts, labour disputes affecting such party, for such period as such force majeure event may subsist.

12. Entire MOU:

This MOU constitutes the entire Agreement between the Parties and may not be modified or amended, except as mutually agreed in writing and signed by both the Parties. This MOU supersedes any other prior arrangement or agreement hitherto before made by the Parties with respect to the subject matter hereof.

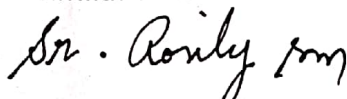
13. Legal Status of the Parties:

This MOU shall not be construed as any agency, company, joint venture, partnership or any other business relationship between the Parties and neither Party shall have any authority or power to bind the other or to contract in the name of nor create any liability against the other in any way for any purpose.

14. Confidentiality and Intellectual Property:

Both the parties shall maintain confidentiality of information and processes, relating to this MOU. The IPR of courses and intellectual resources developed by JMC in the course of the project shall rest with the college as may be legally valid and required. This provision shall be binding upon parties and shall survive the termination or expiry of this MOU.

This MOU of cooperation is not exclusive and JMC shall be free to execute similar memorandum with other organizations and educational institutions.



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15. **Notices and Communications :** Any notice or other communications required or permitted to be given under this Agreement shall be in writing and sent through registered post, postage prepaid acknowledgment due, duly addressed to the respective parties on the addresses mentioned below:

If to JMC Dr. Alka Sehgal Associate Prof (Convenor of the Project) Jesus and Mary College Chanakyapuri, New Delhi - 110021	If to NDMC : Director(Education), NDMC Room No. 7014, 7 th Floor, Palika Kendra, Sansad Marg, New Delhi-110001
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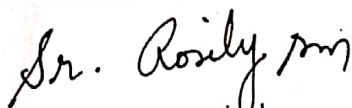
16. **Governing Law:**

The validity and interpretation of this MOU shall be governed by the laws of India. If any dispute arises out of this MOU between the Parties, then the Parties shall resolve that dispute by negotiations in good faith. If the dispute cannot be resolved within sixty (60) days of commencement of negotiations, then the same will be referred to arbitration.

The arbitration tribunal shall comprise of three arbitrators, one to be appointed by each party and the third arbitration to be appointed by the two arbitrators so appointed. Such arbitration shall be governed by the Arbitration and Conciliation Act, 1996. The Arbitration proceedings shall be in the English language. The venue of arbitration shall be New Delhi, India. The arbitral award shall be final and binding upon the parties, and each Party agrees to bear its own costs of arbitration and to equally share the fees of the arbitration tribunal unless the arbitration tribunal decides otherwise..

The Courts at New Delhi alone shall have the jurisdiction to deal with the Arbitration proceedings and the awards in accordance with law.

IN WITNESSES WHEREOF, this MOU is hereby executed between the Parties by putting their respective signature on the date and year mentioned hereinbefore.



Officiating Principal
Jesus & Mary College
Chanakyapuri,
New Delhi-110021



For The Jesus and Mary College (JMC)	For NDMC
Signature: <i>Sr. Rosily Jom</i>	Signature: <i>R. P. Gupta</i>
Name: <i>Dr. Sr. Rosily T.L.</i>	Name: <i>R. P. Gupta</i>
Designation: <i>Officiating Principal</i>	Designation: <i>Director (BON)</i>
Date: <i>20/07/2018</i>	Date: <i>20/7/2018</i>

Officiating Principal
Jesus & Mary College
Chanakyapuri,
New Delhi-110021