

*Kinest Atty. Dr. A.C.S. Bania*

**DRAFT TERMS AND CONDITIONS FOR SIGNING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE PUNJAB CRICKET ASSOCIATION AND**

**Objective**

Whereas the Punjab Cricket Association is engaged in organisation, promoting and developing the game of cricket in the State of Punjab by holding tournaments, competition, coaching camps and selecting the State Teams participating in the national tournaments of Board of Control for Cricket in India and regulate and control the game in the State with the assistance of affiliated District Cricket Associations. Towards this end in view the Executive Committee of the association has resolved to develop the playing infrastructure/coaching centers at the District Head quarters and percolating down from districts to the schools level so as to instill keenness for the game among the school children and help institution to build their teams. The effort is aimed at developing the game at micro level.

**Over View**

The basic problem faced by the association is of non-availability of Standard cricket playing fields dispersed all over the state. After having created the infrastructure at the State Head Quarters (PCA Cricket Stadium, Mohali) considered to be the best Center of Excellence having all the modern equipment/gadgets for training and organising the Inter-national events, the effort can not yield the full results unless the standard of the game at districts/colleges/schools level is relatively improved and linkages are created between the districts/colleges/schools and the State level. To achieve this end would require involvement of the schools/colleges/institutions having standard playing fields in overall system of coaching and competition by developing and using their facilities.

As a part of exercise and with a view to enlarging and ensuring better playing facilities for schools/college/district associations the present Memorandum of Understanding has been entered into by the Punjab Cricket Association, District cricket Association of Faridkot and Baryindra College FKS School/college on 17/11/05 to ensure the up gradation of grounds/cricket playing facilities in the school/college to ensure satisfactory results setting henceforth the obligations of each party.

A) The Punjab Cricket Association taken upon itself to -

- i) assist the schools/college to lay the practice pitches and central pitches for matches at cricket ground of Baryindra College
- ii) assist the school/college to get the service of a cricket coach for the regular school/college team and other youngsters having potential of becoming top class cricketers.

*74 May. 06*

- iii) assist the school/college to get standard playing equipment and other fixed items like cricket nets manual roller, grass cutting machines, pitch covers or other relevant equipment etc. for the use in the coaching center

B) In turn the School/college undertakes:-

- i) to make their net practice facility available for other selected district players from other institutions to play regularly in the ground. Out of the three practice pitches two would be used by the school/college if required and one by other district players
- ii) Similarly if required, the school/college will make available the ground for inter-district competition / matches for various age groups to be organised by Association
- iii) To extend full cooperation to the District Cricket Association in organising the coaching and competition at the ground.

Financial Pattern

- 1) The PCA will give the matching grant i.e. 50% of the cost for laying the practice pitches (Three). Central match pitches (Three) i.e. the square of 36' x 100'. Laying of watering system, cricket nets, manual roller, grass cutting machine, pitch covers or any other equipment required for the running of the game subject to a maximum of Rs. 50,000/-
- 2) Provide technical assistance to maintain players data and advise the school/college for development of the game among their students

In turn the obligation of the school/college would be:-

- 1) to maintain the ground and the pitches in the best possible manner suitable for high class training and matches
- 2) to provide cricket balls for net practice for the members of their school/college team and to provide cricket balls etc. to the selected other members of their school. However the cricket balls etc. to the selected other members of their school. However the cricket balls etc. to the selected other members of their school. However the cricket balls etc. to the selected other members of their school.



## ਪੰਜਾਬ ਸਟੇਟ ਸਪੋਰਟਸ ਕੌਂਸਲ

ਐਸ.ਜੀ.ਓ. ਨੰ: 116-117, ਸੈਕਟਰ 34-ਏ, ਚੰਡੀਗੜ੍ਹ (ਫੋਨ ਨੰ: 0172-2668795, ਫੈਕਸ ਨੰ: 0172-2668795)

ਮੀਮੋ ਨੰ: ਪਸਸਕ-2016/ 2445

ਮਿਤੀ: 11-07-16

ਵੱਲ:


ਜ਼ਿਲ੍ਹਾ ਖੇਡ ਅਸਫਰ,  
ਫਰੀਦਕੋਟ।

ਵਿਸ਼ਾ: ਸਰਕਾਰੀ ਬਰਜਿੰਦਰਾ ਕਾਲਜ, ਫਰੀਦਕੋਟ ਵਿਖੇ ਪੰਜਾਬ ਸਟੇਟ ਸਪੋਰਟਸ ਕੌਂਸਲ ਦੇ ਵੰਡਾਂ ਨਾਲ ਉਨ੍ਹਾਂ ਗਏ ਹਾਕੀ ਸਟੇਡੀਅਮ ਨੂੰ ਵਰਤਣ ਲਈ ਐਮ.ਓ.ਯੂ. ਤੇ ਦਸਤਖਤ ਕਰਨ ਬਾਰੇ।

ਰਾਜ ਸਰਕਾਰ ਵੱਲੋਂ ਖੇਡ ਗਤੀਵਿਧੀਆਂ ਨੂੰ ਉਤਸ਼ਾਹਿਤ ਕਰਨ ਲਈ ਖੇਡ ਵਿਭਾਗ/ਪੰਜਾਬ ਸਟੇਟ ਸਪੋਰਟਸ ਕੌਂਸਲ ਰਾਹੀਂ ਪੰਜਾਬ ਰਾਜ ਵਿੱਚ ਵੱਖ-ਵੱਖ ਵਿਦਿਅਕ ਅਦਾਰੇ, ਇੰਸਟੀਚਿਊਟਸ ਅਤੇ ਹੋਰ ਸੰਸਥਾਵਾਂ ਨੂੰ ਖੇਡ ਸਹੂਲਤਾਂ ਮੁਹੱਈਆ ਕਰਵਾਉਣ ਲਈ ਖੇਡ ਜਾਗੀ ਕੀਤੇ ਜਾਂਦੇ ਹਨ। ਜਿਸ ਦੇ ਸਨਮੁੱਖ ਸਰਕਾਰੀ ਬਰਜਿੰਦਰਾ ਕਾਲਜ, ਫਰੀਦਕੋਟ ਵਿਖੇ ਹਾਕੀ ਸਟੇਡੀਅਮ ਦੀ ਉਸਾਰੀ ਪੰਜਾਬ ਸਟੇਟ ਸਪੋਰਟਸ ਕੌਂਸਲ ਦੇ ਵੰਡਾਂ ਨਾਲ ਕੀਤੀ ਗਈ ਹੈ। ਇਸ ਸਟੇਡੀਅਮ ਨੂੰ ਵਰਤਣ ਲਈ ਸਮਰੱਥ ਅਧਿਕਾਰੀ ਤੋਂ ਪ੍ਰਵਾਨਿਤ ਐਮ.ਓ.ਯੂ. ਦਾ ਖਰੜਾ ਆਪ ਨੂੰ ਭੇਜਦੇ ਹੋਏ ਨਿਖਿਆ ਜਾਂਦਾ ਹੈ ਕਿ ਸਬੰਧਤ ਅਦਾਰੇ ਨਾਲ ਇਸ ਐਮ.ਓ.ਯੂ. (MEMORANDUM OF UNDERSTANDING) ਤੇ ਹਸਤਾਖਰ ਕਰਕੇ ਜਲਦੀ ਤੋਂ ਜਲਦੀ ਮੁੱਖ ਦਫਤਰ ਨੂੰ ਭੇਜਿਆ ਜਾਵੇ।


ਨੱਥੀ/ਐਸ.ਓ.ਯੂ. ਦਾ ਖਰੜਾ।

ਪਿੱਠ ਐਕਟ ਨੰ: 2446

  
ਕਾਰਜਕਾਰੀ ਇੰਜੀਨੀਅਰ (ਸ),  
ਵਾ: ਡਾਇਰੈਕਟਰ ਸਪੋਰਟਸ  
ਪੰਜਾਬ ਸਟੇਟ ਸਪੋਰਟਸ ਕੌਂਸਲ,  
ਚੰਡੀਗੜ੍ਹ।

ਮਿਤੀ: 11-07-16

ਉਤਾਰਾ ਪ੍ਰਿੰਸੀਪਲ, ਸਰਕਾਰੀ ਬਰਜਿੰਦਰਾ ਕਾਲਜ, ਫਰੀਦਕੋਟ ਨੂੰ ਸੂਚਨਾ ਅਤੇ ਲੋੜੀਂਦੀ ਕਾਰਵਾਈ ਹਿੱਤ ਭੇਜਿਆ ਜਾਂਦਾ ਹੈ।

  
ਕਾਰਜਕਾਰੀ ਇੰਜੀਨੀਅਰ (ਸ),  
ਵਾ: ਡਾਇਰੈਕਟਰ ਸਪੋਰਟਸ  
ਪੰਜਾਬ ਸਟੇਟ ਸਪੋਰਟਸ ਕੌਂਸਲ,  
ਚੰਡੀਗੜ੍ਹ।

## AGREEMENT

We, the Principal, Govt. Barjindra College, Faridkot and District Sports Officer, Faridkot on behalf of the Punjab Government hereby agree on this day ..... to the following Agreement for Providing and laying of Synthetic Hockey Surface (Astro Turf) at Govt. Barjindra College, Faridkot on the following terms & conditions:-

1. That suitable land will be provided by the Govt. Barjindra College, Faridkot to the Director Sports, Punjab in the campus of the Govt. Barjindra College, Faridkot.
2. That the Synthetic Hockey Surface will be laid by the Director Sports Punjab out of its own resources. Any additional construction carried out around the Hockey Stadium by Department of Higher Education, Punjab will be taken up in consultation with Director Sports Punjab. The drawings will be got approved from Director Sports, Punjab.
3. The expenditure on day to day maintenance of the project will be jointly borne by Director Sports Punjab and the Principal, Govt. Barjindra College, Faridkot.
4. That the control of Watch and Ward staff of the Project will be with Director Sports, Punjab and expenditure will also be jointly borne by the Department of Sports/Punjab State Sports Council & Govt. Barjindra College, Faridkot/ Department of Higher Education.
5. That the technical and administrative control in terms of running and maintenance of the project will be with the Director Sports, Punjab. However, the proprietary rights of the site will remain with the Govt. Barjindra College, Faridkot, Department of Higher Education, Punjab.
6. That priority will be given to the players of Government Barjindra College, Faridkot for practice on the Synthetic Hockey Surface.
7. That the Department of Sports, Punjab/Punjab State Sports Council will run its regular Hockey Coaching Centre at this complex.
8. The Sports Department Punjab will organize sports events at this complex as per its sports calendar.

Principal,  
Govt. Barjindra College,  
Faridkot

District Sports Officer,  
Faridkot.

## ਦਫ਼ਤਰ ਪ੍ਰਿੰਸੀਪਲ ਸਰਕਾਰੀ ਬ੍ਰਿਜਿੰਦਰਾ ਕਾਲਜ, ਫ਼ਰੀਦਕੋਟ

ਸੇਵਾ ਵਿਖੇ,

ਡਾਇਰੈਕਟਰ ਸਪੋਰਟਸ,  
ਪੰਜਾਬ ਸਟੇਟ ਸਪੋਰਟਸ ਕੌਂਸਲ,  
ਐਸ.ਸੀ.ਓ. ਨੰ. 116-117, ਸੈਕਟਰ 34-ਏ, ਚੰਡੀਗੜ੍ਹ।

ਮੀਮੋ ਨੰ. 13-14

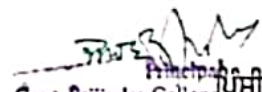
ਮਿਤੀ : 19-08-2016

ਵਿਸ਼ਾ : ਕਾਲਜ ਵਿਖੇ ਪੰਜਾਬ ਸਟੇਟ ਸਪੋਰਟਸ ਕੌਂਸਲ ਦੇ ਫੰਡਾਂ ਨਾਲ ਉਸਾਰੇ ਗਏ ਹਾਕੀ ਸਟੇਡੀਅਮ ਨੂੰ ਵਰਤਣ ਲਈ ਐਮ.ਓ.ਯੂ. ਤੇ ਦਸਤਖਤ ਕਰਨ ਸਬੰਧੀ।

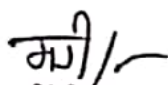
ਹਵਾਲਾ : ਆਪ ਜੀ ਦੇ ਮੀਮੋ ਨੰ. ਪਸਸਕ-2016/2445 ਮਿਤੀ: 11-07-2016 ਸਬੰਧੀ।

ਵਿਸ਼ਾ ਅੰਕਿਤ ਅਤੇ ਹਵਾਲਾ ਅਧੀਨ ਪੱਤਰ ਸਬੰਧੀ ਇਸ ਕਾਲਜ ਵਿਖੇ ਪੰਜਾਬ ਸਟੇਟ ਸਪੋਰਟਸ ਕੌਂਸਲ ਦੇ ਫੰਡਾਂ ਨਾਲ ਉਸਾਰੇ ਗਏ ਹਾਕੀ ਸਟੇਡੀਅਮ ਨੂੰ ਵਰਤਣ ਲਈ ਐਮ.ਓ.ਯੂ. ਤੇ ਦਸਤਖਤ ਕਰਨ ਉਪਰੰਤ ਇਸ ਪੱਤਰ ਨਾਲ ਨੱਥੀ ਕਰਕੇ ਭੇਜਿਆ ਜਾਂਦਾ ਹੈ।

ਨੱਥੀ : ਸੂਚਨਾ।

  
Principal  
Govt. Brijendra College  
ਸਰਕਾਰੀ ਬ੍ਰਿਜਿੰਦਰਾ ਕਾਲਜ  
ਫ਼ਰੀਦਕੋਟ।

ਉਪਰੋਕਤ ਦਾ ਉਤਾਰਾ ਜ਼ਿਲ੍ਹਾ ਖੇਡ ਅਫ਼ਸਰ, ਫ਼ਰੀਦਕੋਟ ਨੂੰ ਸੂਚਨਾ ਹਿੱਤ ਭੇਜਿਆ ਜਾਂਦਾ ਹੈ।

  
ਪ੍ਰਿੰਸੀਪਲ  
ਸਰਕਾਰੀ ਬ੍ਰਿਜਿੰਦਰਾ ਕਾਲਜ  
ਫ਼ਰੀਦਕੋਟ।

# ਦਫ਼ਤਰ ਪ੍ਰਿੰਸੀਪਲ ਸਰਕਾਰੀ ਬਿਜਿੰਦਰਾ ਕਾਲਜ, ਫ਼ਰੀਦਕੋਟ

ਮੀਮੋ ਨੰ.....

ਮਿਤੀ : 19-08-2016

## **AGREEMENT**

We, the Principal, Govt. Brijindra College, Faridkot on behalf of the Punjab Government hereby agree on this day..... to the following Agreement for Providing and laying of Synthetic Hockey Surface (Astro Turf) at Govt. Brijindra College, Faridkot on the following terms & Conditions :-

1. That suitable land will be provided by the Govt. Brijindra College, Faridkot to the Director Sports, Punjab in the campus of the Govt. Brijindra College, Faridkot.
2. That the Synthetic Hockey Surface will be laid by the Director Sports Punjab out of its own resources. Any additional construction carried out around the Hockey Stadium by Department of Higher Education, Punjab will be taken up in consultation with Director Sports Punjab. The drawings will be got approved from Director Sports Punjab.
3. The expenditure on day to day maintenance of the project will be exclusively borne by Director Sports Punjab.
4. That the control of Watch and Ward staff will be solely with the Director Sports Punjab and he will bear all the expenditure for this staff.
5. That the technical and administrative control in terms of running and maintenance of the project will be with the Director Sports Punjab. However, the proprietary rights of the site will remain with the Govt. Brijindra College, Faridkot, Department of Higher Education, Punjab.
6. That priority will be given to the players of Government Brijindra College Faridkot for practice on the Synthetic Hockey Surface.
7. That the Department of Sports, Punjab/Punjab State Sports Council will run its regular Hockey Coaching Centre at this complex.
8. The Sports Department Punjab will organize sports events at this complex as per its sports calendar.

  
Principal  
Govt. Brijindra College  
Faridkot

**MEMORANDUM OF  
UNDERSTANDING(MOU)**

**BETWEEN**

**GOVT. BRIJINDRA COLLEGE, FARIDKOT**

**&**

**TECHNAITRA  
(An IT Solution Company)**

## **MEMORANDUM OF UNDERSTANDING**

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 23rd. day of - **Feburary** - Two Thousand Nineteen (23.02.2022),

### **BETWEEN**

**GOVT. BRIJINDRA COLLEGE, FARIDKOT** represented herein by its Director/Principal **Dr.SURJIT SINGH** (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

### **AND**

**Technaitra (I.T. Solutions Company), SCO 84/3 Phase 5 Industrial Area Mohali (Punjab)**, the Second Party, and represented herein by its Zonal / Divisional Head **Mr. Smile Mittal**, Name of Competent Authority / Representative, which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

### **WHEREAS:**

- A) First Party is a Higher Educational Institution named:
  - (i) **GOVT. BRIJINDRA COLLEGE, FARIDKOT**
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.

- C) The Parties intent to cooperate and focus their efforts on cooperation **within the area** of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest;.
- E) - **Technaitra** - , the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of - **software development, website development, testing and bidding.**
- F) - **Technaitra** - ,the Second Party is promoted by **Smile Mittal Group; SCO 84/3 phase 5 industrial area Mohali(Pb)** and it **started from May 2012;**
- G) Give related information, its branches, and dimensional information about the industry concerned with whom the MoU is sworn.  
**We don't have any branches.**  
**We are a IT company working in Software Development , Website Design and Development , Testing , SEO , ERP Portals etc.**

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:**

#### **CLAUSE 1 CO-OPERATION**

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **GOVT. BRIJINDRA COLLEGE, FARIDKOT.** The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing

significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the Industry, the Second Party.

- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

## **CLAUSE 2 SCOPE OF THE MoU**

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight into the latest developments / requirements of the Industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also be involved in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the

hands-on training of the learners enrolled with the First Party.

- 2.4 **Internships and Placement of Students:** Second Party will actively engage to help the delivery of the Internship and placement of students of the First Party into internships/jobs, as per AICTE Internship Policy. The Second Party will also register itself on AICTE Internship Policy Portal for disseminating the Internship opportunities available with them.
- 2.5 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of - **Software Development , Website design and development, Testing , ERP portals and SEO etc.**
- 2.6 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.7 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.
- 2.8 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in the concerned sector, if available.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.10 There is no financial commitment on the part of the **GOVT. BRIJINDRA COLLEGE, FARIDKOT** the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

### CLAUSE 3 INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, **copyrights** and designs) of the other Party.

### CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **Technaitra**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Training Partner** or **Technaitra**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

### CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

- 5.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

**GOVT. BRIJINDRA COLLEGE, FARIDKOT**

**TechNaltra**

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District **Headquarters** of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of FARIDKOT.

<b>GOVT. BRIJINDRA COLLEGE, FARIDKOT,</b>	<b>Technaitra (An IT Solution Company)</b>
<b>Chahal Road Faridkot</b>	<b>SCO 84/3 phase 5 industrial area, Mohali, Punjab</b>
<b>01639-250753</b>	<b>7307378887</b>
<b>gcfaridkot@gmail.com</b>	<b>hr@technaitra.com</b>
<b>www.gcfdk.org</b>	<b>www.technaitra.com</b>