

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
BRIJLAL MEMORIAL CHARITABLE SAMITI
ANANDI TOWER, NAINITAL ROAD HALDWANI,
NAINITAL (UK-263126)
(REPRESENTED BY
THE PRESIDENT BRIJLAL MEMORIAL CHARITABLE SAMITI)
CENTRAL RESERVE POLICE FORCE,
(REPRESENTED BY
PRESIDENT RCWA, GC CRPF KATHGODAM, UK-263126)

1. **PARTIES** : The parties to this Memorandum of Understanding (MoU) are the **CRPF Welfare Association (CWA)**, represented by its president (hereinafter called "CWA") having its address at Directorate General, CRPF, Block No-01 CGO Complex, Lodhi Road, New Delhi-110003 and **Brijlal Memorial Charitable Samiti** represented by the President (here in after called "**Brijlal Memorial Charitable Samiti**") having its address at Anandi Tower, Nainital Road, Haldwani, Nainital (Uttarakhand-263126) and these entities are collectively referred to as the "parties" and individually as a "party" as the case may be.
2. **OBJECTIVES** : This Memorandum of Understanding (MoU) is aimed to: -
- (a) Provide a formal basis for initiating interaction between CWA/its regional branches called as RCWA of CRPF and **Brijlal Memorial Charitable Samiti** maintaining 04 colleges which are as follows:-
1. Pal College of Nursing & Medical Sciences.
 2. Pal College of Nursing & Paramedical Sciences.
 3. Pal College of Pharmaceuticals Sciences.
 4. Kaya Ayurvedic College Research center.
- (b) Promote academic cooperation and welfare of wards of personnel through CWA by offering Graduates Programmes to their family members. CWA is a non-profit organization run for the serving and retired CRPF families including that of the martyrs and deceased Central Reserve Police Force personnel.
3. **PLAN** : It is envisaged that CWA and **Brijlal Memorial Charitable Samiti** shall collaborate through the following: -
- (a) Cooperation and promotion of research and development in areas of mutual interest.
- (b) Formulation of and participation in joint research programmes and internship projects between CRPF and **Brijlal Memorial Charitable Samiti**.
- (c) Visits by faculty, students and researchers of CRPF and its establishments/units to **Brijlal Memorial Charitable Samiti** for initiating and undertaking joint projects on mutually agreed terms.
- (d) Visits by faculty, students and researchers of **Brijlal Memorial Charitable Samiti** to CRPF establishments/Units for initiation and undertaking Joint Projects on mutually agreed terms.

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(e) Any other mode of interaction or communication related to Research and Development in areas of mutual interest.

(f) Conduct Higher Educational programmes for wards/families of CRPF Officers/personnel.

4. **AGREEMENTS FOR COLLABORATION** : This MoU shall serve as a basis for carrying out interaction in the areas of mutual interest with CWA CRPF and offer Educational Programmes for wards/family members of CRPF personnel (through RCWA, GC CRPF Kathgodam). The signing of this document does not entail any financial or legal obligations to either party. Essentially, this MoU is a framework within which subsequent agreements, replete with financial implications and relevant details can be signed, for carrying out specific research and undertaking focused studies for resolving a particular technical issue or alleviating a technical problem. The terms and conditions of any such MoU/Agreements/Addendum etc. subsequent to this MoU shall be exchanged and discussed in detail by the representatives of both the parties prior to signing or executing.

5. **ADMINISTRATION** : This will be in two tiers as mentioned below: -

(a) **Joint Managers** . Each party will be represented by one person to act as the joint Manager of this MoU. **DIG, GC CRPF Kathgodam** will act as the joint Manager for CWA. CRPF while **President - Brijlal Memorial Charitable Samiti** will act as the joint Manager for Brijlal Memorial Charitable Samiti.

(b) **Managers**. Each joint Manager may nominate appropriate personnel to manage the details of activities related to the execution of individual programmes signed under this master agreement.

6- **CONDUCT OF PROFESSIONAL EDUCATION PROGRAMMES** : The Education programs managed by Brijlal Memorial Charitable Samiti with their qualification and duration are listed below:

Sl No	Name of the Course	Duration	Type	Segment
1	M.Sc(N)	02 Year PG. Program	After B.Sc(N)/P.B.Sc(N)	Nursing
2	NPCC(N)	02 Year PG. Program	After B.Sc(N)/P.B.Sc(N)	Nursing
3	BAMS	4 ½ Year Degree Program	After Intermediate and through NEET	Ayurveda
4	B.Sc. (N)	4 Year Degree Program	After Intermediate	Nursing
5	BPT	4 ½ Year Degree Program	After Intermediate	Paramedical
6	BMLI	3 ½ Year Degree Program	After Intermediate	Paramedical
7	BMRIT	3 ½ Year Degree Program	After Intermediate	Paramedical

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8	B.Sc. (OTT)	3 ½ Year Degree Program	After Intermediate	Paramedical
9	B.Sc. (Optho)	3 ½ Year Degree Program	After Intermediate	Paramedical
10	BMM	3 ½ Year Degree Program	After Intermediate	Paramedical
11	Post Basic B.Sc. (N)	2 Year Degree Program	After GNM	Nursing
12	GNM	3 ½ Year Diploma Program	After Intermediate	Nursing
13	ANM (Only for Female)	2 Year Diploma Program	After Intermediate	Nursing
14	D. Pharma	2 Year Diploma Program	After Intermediate	Pharmacy

Regarding the provision of Reservation on Concession of fees, the management of **Brijlal Memorial Charitable Samiti** has proposed the following points which are listed below:

1. For all courses Samiti is proposing to give 05 seats in each course for the concession of fees except **B.Sc. (N) & BAMS**.
2. For all courses except B.Sc. (N) & BAMS, Samiti is proposing to provide 01 seat in each course for wards of Martyrs/personnel died in harness, free of cost i.e. 100% concession on tuition fees. However, priority will be given to the wards of Martyrs over others while such allotment of seat is undertaken by Samiti.
3. For rest 04 seats in all other courses except B.Sc. (N) & BAMS, Samiti is proposing to provide 02 seats in each course for wards of Retired personnel. For retired personnel concession of 30% will be granted in tuition fees for student.
4. Samiti is proposing to give remaining 02 seats in each course out of four to wards of serving personnel. For serving personnel a concession of 20% will be granted in tuition fees of the student.

Terms and condition for availing concession :

1. All above concession can be availed till the end of July. After the month of July seats will be considered free from MoU and college will have the freedom to fill up the reserved seat.
2. Candidate has to present valid documents for availing concession in fees.
3. Concession will be offered only after the successful confirmation of documents.
4. In case of number of increase in applicant's ratio concession will be given to the following criteria:
 - a. Applicants who attain higher percentage in the highest qualification required for the course will be considered.
 - b. In case the percentage is same then higher alphabetic order will be considered.
 - c. If name is also same higher date of birth will be considered.
 - d. If all the above criteria remain same then desirous candidate will be decided by written exam conducted by college.

However, in case of non-availability of requisite number of candidates from the CRPF wards/family members of personnel, **Brijlal Memorial Charitable Samiti** will not claim any loss from CRPF.

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7. **ADMINISTRATION OF CONDUCT OF PROFESSIONAL EDUCATIONAL PROGRAMME.**

(a) **Financial Provisions.** The candidates selected for the Professional Educational programmes shall pay the tuition fee as well as any other charges due in accordance with the extant rules of **Brijlal Memorial Charitable Samiti** mentioned in above at para 6 (1), (2), (3) and (4). Additional expenses, if any, incurred specific to the project shall be met through a mutually evolved process depending on the merit of the case.

(b) **Boarding and Lodging.** **Brijlal Memorial Charitable Samiti** will provide Hostel accommodation and messing facilities to the students who desire to avail the facility, based on the availability at the time of admission, on a payment basis.

8. **INTERNSHIP PROJECTS.** CRPF recognizes that **Brijlal Memorial Charitable Samiti**, by virtue of its focus on the field of current technologies, is an institute having a 'State of the Art' infrastructure and a highly accomplished and reputed faculty. In order to harness medical expertise and provide an opportunity for M.Sc. and B.Sc. (N) / B.A.M.S for internship projects on mutually beneficial areas would be worked out on case to case basis.

9. **SHARING OF FACILITIES.** Both CRPF and **Brijlal Memorial Charitable Samiti** shall allow the sharing of facilities as per the following arrangements.

(a) Visits by representatives of CRPF to **Brijlal Memorial Charitable Samiti** for initiating and undertaking Joint Projects on mutually agreed terms.

(b) Visits by faculty, students and researchers of **Brijlal Memorial Charitable Samiti** for initiating and undertaking Joint Projects (if feasible) by mutually agreed terms.

(c) CRPF and **Brijlal Memorial Charitable Samiti** shall make provisions to share their respective facilities on a case-to-case basis and on mutually agreeable terms in order to promote academic and research interaction in the areas of cooperation.

10. **CONFIDENTIALITY:**

(a) Classified/ confidential information means information or material, regardless of its form, that in accordance with the laws, regulations or policies of a party require protection in the interests of national security and has been so designated with a security classification.

(b) If any personnel come in possession or knowledge of information which is confidential in nature, the same shall not be disclosed. In case of termination or completion of tenure of MoU, all the relevant/ sensitive information exchanged between the parties will be returned to the respective party or the parties in writing to ensure the security of such information.

(c) During the tenure of this MoU, both Parties agree to maintain strict confidentiality of any information that the other Party has identified as confidential and will not disclose the same to any third party till such information falls into the public domain without negligence on the part of the recipient Party.

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11. **VALIDITY**. This MoU will be effective from the date, it is signed by both the parties and shall be valid for a period of five years (Academic year 2024-25 to 2028-29). The requirement for and duration of the renewal shall be reviewed upon completion of the fifth year. The Joint Managers may by mutual agreement, at any time and subject to written ratification by the appropriate authorities of each party, modify the scope and the arrangements under this MoU. Such modifications/ amendments shall come into Force from the day of signing of such modification.
12. **INTELLECTUAL PROPERTY RIGHTS (IPR)**. Any Intellectual property Rights (IPR) for work done as part of research under the program shall be jointly owned by CRPF and **Brijlal Memorial Charitable Samiti**. The rights may be subsequently transferred to CRPF on mutually agreeable terms on a case-to-case basis.
13. **DISPUTE RESOLUTION**. In case of any dispute/claim arises between the parties regarding the MoU, including academic cooperation, validity, interpretation, implementation or alleged breach of any of its provision or regarding a question, including the questions as to whether the termination of this MoU by one party hereto has been legitimate, the parties shall endeavor to settle such dispute amicably through mutual amicable settlement shall be undertaken by the higher office of parties in order to undertake a genuine and good faith settlement to resolve the dispute.
14. **TERMINATION**. Either party may, on giving six months' notice in writing, propose to foreclose this MoU or renegotiate its conditions. In such cases, the team that has commenced the project under this MoU should be allowed to complete the work adhering to the applicable conditions.
15. **MISCELLANEOUS**.

(a) **Notices**. All Notices given pursuant to this MoU shall be in writing and shall be delivered to the parties at respective addresses as stated herein above in the MoU or to the respective email IDs as provided herein below: -

Email ID of RCWA GC CRPF KATHGODAM :
rcwagccrpfkgm@gmail.com

Email ID of Brijlal Memorial Charitable Samiti :
palcollegeofnursing@gmail.com

(b) 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."

(c) Neither party may nor cause any other party to engage in any form of corruption or illegal 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; including without limitations payments,

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gifts, travel, meals, entertainment, political contributions, and contributions, of any kinds of nature, such as donations and sponsorships or favors, 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.

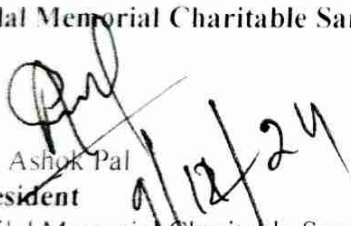
(d) This MoU constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements whether written or oral between the parties with reference to the subject matter thereof.

16. This MoU is signed in duplicate with each copy being an official version and having equal legal validity.
17. The parties, hereby agree to the foregoing MOU, which shall be effective immediately upon full execution by the signatories listed below: -


(a) **For the CWA CRPF: -**
RCWA PRESIDENT.

(b) **For Brijlal Memorial Charitable Samiti: -**
Principal - Brijlal Memorial Charitable Samiti

Brijlal Memorial Charitable Samiti


Sh. Ashok Pal
President
Brijlal Memorial Charitable Samiti
Haldwani, Distt-Nainital(U.K)

RCWA GC CRPF, KATHGODAM


Smt. Richa Pandey
President
RCWA, GC, CRPF, Kathgodam

Date : December, 2024

Place : Kathgodam