



Managing Trust :

ASIA ENGLISH SCHOOL (GUJARAT STATE EDUCATION BOARD)  
JG INTERNATIONAL SCHOOL  
JG COLLEGE OF COMMERCE (Affiliated to GUJARAT UNIVERSITY)  
JG GROUP OF COLLEGES

**ASIA  
CHARITABLE  
TRUST**



ASIA/MOU/11-2013

June 17, 2013.

The Vice Chancellor,

Gujrat University,

Ahmedabad.380009 Attn: The Registrar, Gujarat University

Sub: Request to initiate Higher Education Program for the Academic Year 2013-14

Dear Sir,

We are in receipt of your letter no. Academic/31284/2013 dated 07/06/2013, informing us about the passing of our MOU with the University. The MOU primarily is for conducting the following courses:

- 5 Years Integrated Masters Course in Computer Applications
- 5 Years integrated Masters Course in English and other Foreign Languages.
- 5 Years integrated Bachelors (Honours) Course in Law
- Any other course that may be mutually agreed upon by Gujrat University and ACT.

Since we are in the midst of admission process, we would request you to permit conducting self Finance Courses under this MOU the following courses too:

- 2 Years Masters Program in Social Welfare in the Academic Year 2013-14, which may be offered as 5 year Integrated Masters Program from the next Academic Year.
- 2 Years Masters Program as well as 3 Years Bachelors Program in Performing Arts in 2013-14, which may also be offered as 5 year Integrated Masters Program from the next Academic Year.
- 2 Years Masters Program in Home Science in the Academic Year 2013-14, which may be offered as 5 year Integrated Masters Program from the next Academic Year.

Thanking You,

Warm Regards,

Trustee & Executive Director.

ASIA Charitable Trust. Ahmedabad. 380054.

[Email.mpchandran@gmail.com](mailto:Email.mpchandran@gmail.com)


## MEMORANDUM OF UNDERSTANDING

Between

**GUJARAT UNIVERSITY**  
Navrangpura, Ahmedabad, Gujarat – 380009

And

**ASIA Charitable Trust**  
ASIA, Campus, Drive-In Road, Ahmedabad, Gujarat – 380052

This Memorandum of Understanding is made at Gandhinagar, on this <sup>15</sup>~~16~~ day of --   
~~January~~ in the year 2013 between GUJARAT UNIVERSITY, Navrangpura, Ahmedabad, 380009 represented by its Vice-Chancellor as the First Party (herein referred to as "GUJARAT UNIVERSITY" or the "First Party") and ASIA Charitable Trust, having its office at ASIA Campus, Drive-In Road, Ahmedabad, 380052 represented by its Chairman as the Second Party (herein after referred to as "ACT" or the "Second Party")

The two parties to this Memorandum of Understanding (MOU) accept the following terms and conditions with common intention of being legally bound by them.

WHEREAS Gujarat University is an affiliating University at the under-graduate level, while it is a teaching university at the post-graduate level, and accordingly it has devised a plan of co-ordinated instruction under the direct control and supervision of the University so as to ensure efficient and diversified instruction.

Gujarat University is recognised as a Premier University in the country today. It

Whereas ACT is a well-known educational organization of about 50 years standing. ACT owns and manages 16 colleges in the name of J G Colleges and two schools namely ASIA English School and J G International School in two large campuses in prominent locations in the city of Ahmedabad . As ACT has the requisite resources and very capable and proven management to extend its horizon of educational institutions, it has entered into this MOU with the first party, for establishing JG Institute of Higher Education (hereinafter known as Institute) to run the following courses under PPP arrangement with Gujarat University.

### PROPOSED COURSES

- Canceled* ➤ ~~5 Years Integrated Masters Course in Mass Communication & Media~~ *Canceled*
- Approved* ➤ 5 Years Integrated Masters Course in Computer Applications
- Approved* ➤ 5 Years integrated Masters Course in English and other Foreign Languages.
- Canceled* ➤ ~~5 years integrated Masters Course in Business Administration offering B.Com- MBA, B.BA- MBA, BA -MBA and B.Sc.-MBA~~ *Canceled*
- Approved* ➤ 5 Years integrated Bachelors (Honours) Course in Law
- Any other course that may be mutually agreed upon by Gujrat University and ACT.

Students enrolling the Integrated Masters Course shall also receive their Bachelor's Degree in respective subjects on completion of the requisite no of years of study and passing the Examinations as prescribed by Gujarat University

### ELIGIBILITY FOR ADMISSION

- (10+2) Passed in – Science/ Commerce/ Arts as per Gujarat University norms
- Any other Equivalent qualification recognised by Gujarat University for which Eligibility Certificate will be issued by the University.

## **RESPONSIBILITIES OF GUJARAT UNIVERSITY**

- a) To allocate suitable & sufficient land within Gujarat University campus (as per Annexure1 bearing TP no.31, Final Plot no 22, Moje Vastrapur, Taluka, Ahmedbad Paschim, Dist. Ahmedbad, Gujrat), to Second Party for construction of new building/s for above mentioned courses or any other courses mutually agreed upon. Ownership of the Land and building/s constructed there upon will remain with Gujarat University, but absolute possession, control and management will be that of ACT during the tenure of this MOU/Agreement.
- b) To facilitate collaboration of ACT with foreign universities, especially those with whom Gujrat University has signed MOU at Vibrant Gujrat 2013, in terms of curriculum frame work, training of faculty, transfer/ exchange/visit of students and faculty, transfer of credits, offering twinning programs etc.
- c) To develop, approve and provide appropriate course curriculum for all the courses under this MOU/ Agreement to ACT and ensure periodical revision thereof.
- d) To put in place a proper admission process which the institutions under this MOU, can follow for all the courses, under supervision and control of Gujarat University.
- e) To accept enrolment of students through the institutions and allocate them enrolment numbers.
- f) To conduct examinations after announcing examination dates and schedule, arrange for examination venues and arrange the requirements at examination venues.
- g) To approve the panel of examiners and paper setters, and get answer papers checked and practical/ project report evaluation done and announce the results as per schedule.
- h) To provide necessary question papers and blank answer books to the Examination centers or to the Second Party well in advance so that they are made available at the centers on time. The answer scripts will remain the property of Gujarat University. All efforts shall be made for digital transfer of such documents wherever possible
- i) To arrange to issue Mark sheets/Diploma/ Degree/Post Graduate Certificates

- j) To provide ACT with detailed operational guidelines (written/ printed) arising out of this MOU/ Agreement to be followed by ACT.
- k) To provide all facilities, assistance and support to ACT, as may be required from time to time for the successful conduct and management of the programmes covered under this MOU/Agreement.
- l) To make alternate arrangement for requisite infrastructure facilities for running the above-mentioned courses until Second Party moves into newly constructed building on land allocated by Gujarat University.

### RESPONSIBILITIES OF ACT

- a) To construct separate Academic, Administrative and Hostel building/s on Gujarat University premises within 3 (three) years from the date of approval of construction plans by Govt /Semi Govt. authorities, on the land allotted by Gujarat University. Land will be allotted by Gujarat University as per the map attached herewith as Annexure- I(bearing TP no.31, Final Plot no 22, Moje Vastrapur, Taluka, Ahmedbad Paschim, Dist. Ahmedbad, Gujrat)
- b) Ownership of the Land and Building will remain with Gujarat University, but absolute possession, control and management, <sup>including maintenance</sup> during the currency of MOU/ Agreement will be of the Second Party.
- c) The institution and the campus shall be named by the second Party, so as to establish it as an institution managed by the second Party.
- d) The name of the institution and the brand developed there on shall belong to ACT for all the time.
- e) Ascertain for itself the financial viability of the Programs to be launched under this MOU.
- f) To ensure quality delivery of the courses by Trained and Qualified Faculty, Quality Assurance Systems and Training as per Gujrat University / UGC/ NAAC norms.
- g) Follow the course curriculum approved by a Board of Studies constituted by Gujarat University jointly with ACT
- h) To print and publish the prospectus containing all relevant information for admission along with admission form/s after approval of the First Party with regards to its contents. The prospectus shall be sold and sale proceeds so realized shall be retained by the Second Party.
- i) To prepare all publicity materials for the programs with prior consent of the

*Chandhel*  
*ADWQ*

- j) To prepare and publish admission notification and relevant advertisement for each course as required from time to time, after ensuring that they are in conformity with course structure as approved by the first party.
- k) To process applications for admissions and finalize admissions for regular and special seats as per the University norms and submit enrollment forms of such students to Gujarat University.
- l) To accept tuition and other fees from students for all semesters and to make payment of the appropriate share from the tuition fees so received in terms of clause no 7(2), to Gujarat University within 30 days of such receipt of fees.
- m) Project reports/ Papers/ Thesis submitted by the students as partial fulfillment of academic requirements shall be the property of the First Party. However Research guides shall be invited according to the competencies required, from within the University and outside .
- n) To employ the requisite faculty members and organize study lectures for theory and practical classes and payment to those lecturers/ faculty members within the prescribed course duration.
- o) To provide all possible assistance to Gujarat University for the conduct of examinations.
- p) To ensure adherence to quality standards for all the courses as prescribed by Gujarat University from time to time.
- q) To keep its website continually updated regarding the courses.
- r) To conduct co and extra- curricular activities, sports and games and organize mega entertainment and educational events as well as competitions.

#### **ADMISSION CYCLE**

There will be one admission cycle, at the beginning of every academic year between June to August for all the programmes.

#### **FEE STRUCTURE**

- a) The tuition fee/ lab fee, registration fee and examination fee per student per year/ semester will be prescribed jointly by Gujarat University and ACT from time to time.
- b) There shall be separate fee structure for regular seats and special seats.
- c) Surplus of income after expenses shall be shared, in the following manner:
  - ACT - 60%
  - Gujarat University - 40%

### **NUMBER OF SEATS PER INTAKE**

- a) 40 Regular Seats and 20 Special Seats per division, in Bachelor Programs.
- b) 30 Regular Seats and 15 Special Seats per division, in Master Programs.
- c) If the number of enrollment for any course is higher than the permitted intake as above, additional seats up to a maximum of ten per division can be considered in the same proportion of Regular and Special Seats.

### **EVALUATION**

Examinations shall be conducted on semester basis. All the final exams shall be credit based. The examination fees will be fixed by the Registrar (Evaluation) from time to time through the University notification.

### **STUDY MATERIALS**

- a) Gujarat University shall ensure that the study materials and software at the center/s are legal versions. ACT shall not be responsible for any liability arising out of use of pirated software or related matters provided by the First Party.
- b) Any course material/ software developed by Institute covered under this institute shall remain the exclusive property of the respective institute.

### **LIABILITIES**

- a) Gujarat University shall not be liable for any payments of claims by employees of the Second Party.
- b) Gujarat University shall not be liable for discharging any financial commitments made by the Second Party.

### **DURATION OF THE AGREEMENT**

- a) The agreement shall be valid initially for a period of ten years which will be automatically renewed for two equal terms of ten years each, unless decided otherwise only by mutual agreement.
- b) If in any case, further renewal of this agreement is not done, after the expiry of this agreement, it shall be the responsibility of both Gujarat University and ACT to see that the students already studying (at the time of expiry of this agreement) shall continue and complete the course as per provisions of this agreement and for this purpose the agreement shall be operative


## JURISDICTION

In the event of any dispute between the parties only the courts in Ahmedabad city shall have jurisdiction. But no court case shall be preferred by either party until Arbitration has been resorted to and proved unfruitful under Indian Arbitration Act.

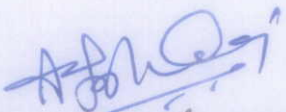
## AMENDMENT TO THE MOU

During the operation of the MOU, circumstances may arise which may call for alteration in the MOU, which shall be mutually discussed and agreed upon in writing and shall form the part and parcel of the original MOU as addendum.

Separate agreement for each course may be entered into at any point of time during the currency of this MOU, if required with foreign universities (tripartite) to provide globally accepted qualifications, which are also recognized by Gujarat University for admission to Post Graduate and Research studies.

Having gone through each and every condition of this Agreement and having understood it clearly and perfectly both the parties affix their signatures below as attesting to this deed on <sup>15</sup> day of the JANUARY 2013 

For Gujarat University

  
Dr. A.V. BHANDARI  
I/C REGISTRAR

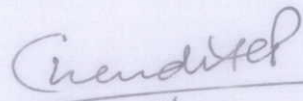
Witness:

1.

Place: -----

Date: -----, 2013

For ASIA Charitable Trust



M P Chandran

Trustee & ED.

Witness:

2.





Government of Gujarat



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is entered into on the 10-01-13 (Date) between Gujarat University, Of Navrangpura, Ahmedabad, Gujarat, And, Asia Charitable Trust, Asia Campus, Drive in Road, Ahmedabad

### Purpose of this Memorandum

This MOU aims at providing regular exchange of information, innovation, knowledge, technological developments, management programmes and skills development, which contribute to mutual benefits of the institutions.

### A. Responsibilities under this MOU

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the Parties hereby agree as under:

1. The Parties shall contribute to exchange information on research and educational programs;
2. The Parties shall jointly organize seminars, conferences or workshops on topics of mutual interest and invite each other's faculty to participate therein;
3. The Parties shall jointly propose and engage in research or training programs sponsored by funding agencies, and invite each other's faculty to participate therein;
4. The Parties shall agree to encourage collaboration between faculty and scientists from their institutions. Specifically, the institutions will encourage members of their faculty to undertake short visits to, or take up fixed-term visiting assignments at, each other's institution during vacation periods or sabbatical leave;
5. Both Parties may freely use any collaboration results for publication or other research purposes. Any such use by either Party must make explicit reference to the report as well as to both Parties involved in this MOU;
6. Each institution shall appoint one member of its teaching / research faculty to coordinate the programme on its behalf. Further, a coordination committee will periodically review and identify ways to strengthen cooperation between the two institutions.
7. The parties agree to set up institutions imparting under graduate and post graduate courses in collaboration with each other and sharing of resources. Detailed agreement shall be entered into within six months from signing of this MOU.

### B. Confidentiality

MOU with R&D, Universities & other institution

The parties agree that there is no intention to share any confidential or proprietary information in any collaboration under this MOU. If either Party wishes to disclose to the other Party information it considers to be confidential or proprietary, the Parties will enter into a separate non-disclosure agreement.

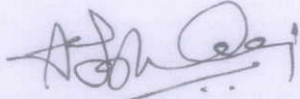
**C. Effective date and signature**

This MOU shall come into effect upon the signature of authorised officials of Gujarat University and Asia Charitable Trust on 10.1.2013.

On Behalf of

Gujarat University

10-1-2013 (Date)



Name: Dr. A. V. Bhandari

Designation: I/c. Registrar

Department: Gujarat University

Contact no. 079-26856447-49

E-mail: registrar.gu53@gmail.com

Contact address:

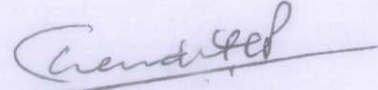
Gujarat University,

Navrangpura, Ahmedabad-380009

On Behalf of

Asia Charitable Trust

10-01-2013 (Date)



Name: Mr. M. P. Chandran

Designation: Trustee &  
Executive Director

Department: Asia Charitable Trust

Contact no. : 079-26303762

E mail: ed@jg-campusindia.com

Contact address:

Asia Charitable Trust,

Asia Campus,

Drive in Road,

Ahmedabad

