

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MoU"), dated July 29, 2024 by and between:

1. The First Party, IUCEE Foundation, with registered office at 1-5-A-24, Sainikpuri, Kapra, Secunderabad, Telangana 500 094, India (hereinafter referred to as "IUCEE"), represented by Dr. Krishna Vedula, Executive Director (which expression shall unless repugnant to the context or contrary to the meaning thereof be deemed to mean and include its successors in business and permitted assigns/ partners for the time being and the survivor or survivors of them)
2. The Second Party, SHREE GURU GOBIND SINGH TRICENTENARY UNIVERSITY (SGT) GURUGRAM-BADLI ROAD CHANDU, BUDHERA, GURUGRAM, HARYANA, INDIA (hereinafter referred to as "Institution") through its REGISTRAR (which expression shall unless repugnant to the context or contrary to the meaning thereof be deemed to mean and include its successors in business and permitted assigns/ partners for the time being and the survivor or survivors of them) ;

In consideration of the mutual covenants set forth in this MOU, the sufficiency of which each of the Parties acknowledges, the Parties hereby agree as follows:

WHEREAS IUCEE is a Non-profit organization registered in India providing educational solutions, assistance, materials and certain related services for improving the quality of engineering education.

WHEREAS Institution is a private University in Gurugram, Haryana. The University came into existence by the Haryana Private Universities (Amendment) Act No. 8 of 2013 making educational opportunities available to all segments of society, under the parasol of Dashmesh Educational Charitable Trust, found in 1999.

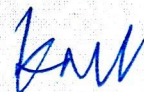
WHEREAS IUCEE and the Institution have a mutual desire to conduct certain activities for individual benefits under this MoU.

WHEREAS the IUCEE and Institution has synergy in terms of educational initiatives and for mutual benefit, they agree to the terms and conditions set forth in this MoU.

WHEREAS INCONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED THE PARTIES AGREE AS FOLLOWS

1. DEFINITION

- a. "Work Products" includes but not restricted to (i) Data and content related to engineering education that results in end products like e-book (ii) Courses created





by IUCEE employees by themselves or jointly with others individuals or entities (iii) Software Programs developed by third party (ies) under IUCEE guidance (iv) IUCEE funded programs & projects (vi) Faculty Development Programs developed by IUCEE or in collaboration with other entities or (vii) Mini courses offered to IUCEE by International Experts.

- b. "Confidential information" means any and all non-public information, including business and technical information, of any form, without limitation, the proprietary information, techniques, schematics, designs, contracts, financial information, sales and marketing plans, business plans, business affairs, operations, strategies, inventions, methodologies, technologies, employees, subcontractors, pricing, methods of operations, procedures, products and/or services.

2. SCOPE OF MOU

The vision of IUCEE is to improve the quality and global relevance of engineering education in India and under this MoU, IUCEE agrees to collaborate with the institution with help of panel of experts and advisors and extend support in terms of student and faculty development trainings in order to assist Institutions in multiple ways to improve quality of education as well as practices and procedures.

3. OBLIGATIONS OF IUCEE

IUCEE, under this MOU agrees to provide to the Institution:

ALL Administrators, Faculty and Students of Institutional Members Benefit from these.

FREE Access to:

- Guidance and consultation for Teaching and Learning Centers of Excellence at institutions
- Strategic Initiatives relevant to NEP 2020, NIRF, NBA, Entrepreneurship, Faculty Internships, Teaching and Learning, Leadership Facilitation and Global Connect for Collaborations
- Projects, Competitions and Courses for Students
- Webinars and online workshops by global experts and corporate sponsors on innovations in teaching, learning and research, emerging technologies and use of latest tools.
- IUCEE Collaboration Groups coordinated by IUCEE Global Experts on various topics relevant to employability skills, teaching and learning, outcome-based education, project-based learning, engineering education research and entrepreneurship.
- Recordings of all webinars conducted since 2010.
- Mentoring by Member Relationship Coordinator
- Newsletters and Announcements

FREE Participation in Signature Programs

- 4 faculty leaders participate for FREE in IIEECF Certification Program, annually
- 2 faculty leaders participate for FREE in Engineering Education Research Course, annually




Discounted fees

- International Engineering Educator Certification Program (IIEECP), offered in collaboration with International Society for Engg. Education IGIP Austria.
- Engineering Education Research Course
- Faculty Empowerment Courses such as Research Methods and Clean and Green Campus
- Annual International Conferences on Transformations in Engineering Education (ICTIEE).
- Annual Leadership Conclaves, during which industry facilitators work with IUCEE institutional leaders on strategic planning and quality improvement initiatives.
- New strategic initiatives such as the Mini Symposium on Problem and Project Based Learning and Teaching and Learning.

Discounted registration fees at events organized by International Federation for Engg. Education Societies IFEES and Global Engineering Deans Council GEDC.

Connections with over 100 global experts who can provide:

- a. Short workshops or courses for faculty and/or students when travelling to India.
- b. Guest presentations at International Conferences.
- c. Guidance on preparation for Outcomes Based Education
- d. Guidance on Improving Academic Curriculum in existing programmes or for starting new programmes
- e. Assistance in facilitating collaborations with US colleges including visits to US universities Note: This requires that IUCEE Member institutions have the required expertise, resources.

4. IUCEE MEMBERSHIP FEE

Annual Consortium Membership fees payable by the Institution to the IUCEE is Rs. 75,000. The annual membership fee excludes applicable GST.

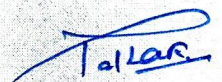
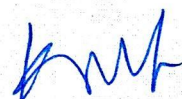
5. TERM AND TERMINATION

Term of this MoU is 1 (one) year from the date of execution. Either party may terminate this MoU by giving a written notice to the other party one (1) months prior to the intended date of termination provided that termination by either of the parties shall not relieve that party of its obligations accrued prior to such termination, under this MoU.

The membership fee paid by the Institution is non-refundable and in the instance, MoU is terminated before expiry of the MoU, the membership fee shall not be refunded.

6. CONFIDENTIALITY:

Neither party shall publicize this MOU and the annexes thereto, the provisions herein or related subject matter to any third party unless agreed to in writing by the other party. The parties agree that any proprietary business and/or technical information or material received orally or in writing and which is designated as "Confidential" or similar restrictive legend



(hereinafter "Confidential Information") provided in connection with this MOU will be held and maintained in confidence, including this MOU and its annexes, and shall not be disclosed to any third party without the prior written consent of the disclosing party. The obligation upon the parties to protect the Confidential Information of the other under this MOU shall survive any expiration or termination of the relationship between the parties for any reason.

7. FORCE MAJEURE

Neither party shall be held responsible for non-fulfillment of their respective obligations under this MOU due to the exigency of one or more of the force majeure events such as but not limited to acts of God, War, Flood, Earthquakes, Strikes not confined to the premises of the party, Lockouts beyond the control of the party claiming force majeure, Epidemics, Riots, Civil Commotions etc. provided on the occurrence and cessation of any such event the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force majeure conditions continue beyond six months, the parties shall jointly decide about the future course of action.

8. WAIVER

Failure to enforce or exercise, at any time or for any period, any term of this MOU does not constitute, and shall not be construed as, a waiver of such term and shall not affect the right later to enforce such term or any other term herein contained.

9. SURVIVAL

Any terms or conditions of this MoU, which by their express terms extend beyond termination or expiration of this MoU or which by their nature will so extend, will survive and continue in full force and effect after any termination or expiration of this MoU.

10. ENTIRE MOU

This MoU constitutes the entire understanding between the parties hereto and supersedes all previous communications, representations, understandings, oral or written, between the parties with respect to the subject matter. This MOU shall not be amended or modified unless made in writing and signed by an authorized representative of each party.

11. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

This MOU shall be construed, interpreted, and enforced pursuant to the laws of India, without regard to any conflict of law's provisions. Any and all disputes, controversies and conflicts between or among the parties arising out of or relating with this agreement shall be subject to the jurisdiction of Gurugram. The prevailing party in any action brought under this MoU shall be entitled to recover its reasonable legal fees and expenses.

In the event a dispute arises in connection with the validity, interpretation, implementation or alleged breach of this MOU, the parties shall attempt in the first instance to resolve such dispute through negotiation. If the dispute is not resolved through negotiation then either party may refer the dispute for resolution to the Arbitration under the provisions of the Arbitration and Conciliation Act, 1996 or any subsequent enactment or amendment thereto, and the decision of the Arbitrator (whom shall be jointly appointed by both the parties) shall be binding upon both the parties. The seat of Arbitration shall be at Gurugram. The language



of arbitration shall be English. The provisions of this Article shall survive the term/termination of this Agreement. Each party shall bear its own cost of the arbitration.

12. PARTIAL INVALIDITY:

If any clause, paragraph, term or provision, of this MOU or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent for any reason including by reason of any law or regulation or government policy, such clause, paragraph, term or provision shall be deemed several and the remainder of the MOU shall remain valid and enforceable.

IN WITNESS WHEREOF, the Parties hereto have set and subscribed their respect; hands and seal on the day, month and year first herein above mentioned.

IUCEE Foundation KRISHNA VEDUAINSTITUTION

Name: For IUCEE FOUNDATION

Name:

Signature:

[Signature]
DIRECTOR

Signature:

[Signature]

Place:

HYDERABAD

Place:

Date:

29 JULY 2024

Date:

Registrar
SGT University
Budhera, Gurugram



For IUCEE FOUNDATION

[Signature]
DIRECTOR