



## MEMORANDUM OF UNDERSTANDING

Between

**SGT University, India**

**And**

**Kattakurgan Branch of Samarkand State University**

Shree Guru Gobind Singh Tricentenary University (SGTU), Gurugram, India and wish to establish cooperative relations between the two institutions, especially to develop academic research links/collaboration and cultural interchange between the two institutions through mutual assistance in the areas of education, research, capacity building and others.

### About SGT University

Shri Guru Gobind Singh Tricentenary University is a private University in Gurugram, Haryana. The University came into existence through 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, founded in 1999. The University provides education in various disciplines, which is relevant to today's healthcare needs & highly competitive global market. The University offers a unique blend of theoretical & practical training & cutting-edge technology to students, making them technically well-rounded professionals.

The University wishes to establish a learning environment that shall motivate the students to explore their levels of potential & its related scope in their respective fields. The Mission is to develop, with a great sense of esthetics, a learning-stimulating environment. The futuristic curriculum is specially designed to cater to the needs of the present era & also prepare the students on application fronts in working as a team with ethical, moral & professional liabilities. SGTU believes in the overall holistic development of our students as well as the faculty in every discipline so that they can perform their responsibilities in the community in the best manner.

The University has secured an A+ Grade in the recently held NAAC Inspection.

### About Collaborating Institution:

The Kattakurgan branch of Samarkand State University (KBSamSU) was established on the basis of decision No. 307 of the Cabinet of Ministers of the Republic of Uzbekistan dated 18.05.2021. The branch

  
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has 2 faculties, 5 departments, 16 undergraduate courses, 2,039 (1,778 full-time undergraduates, 261 part-time) students are studying (scientific potential - 25.9 percent), customer organizations ("Samarkand Region Preschool and School Education Department", "Samarkand Region Finance Department", "Authorized Office of the Entrepreneurship Development Agency for Samarkand Region", "Central Bank Samarkand Region Department", "Ministry of Development of Information Technologies and Communications of Samarkand Region" Department", "Republica Children's Center for Social Adaptation, Samarkand Regional Branch").

There are 2 educational buildings, 1 sports hall, 1 ARM in the KBSamSU, the capacity of the buildings is 2,000 places, 2 faculties, 1,778 full-time undergraduate students in 16 educational fields in 5 departments, 261 part-time in 2 educational fields. (total 2,039) students are studying.

#### **Scope of Cooperation:**

The areas of cooperation include, subject to mutual consent, programs offered at both institutions as felt desirable and feasible on either side, or that both sides contribute to fostering and development of the cooperative relationships between the two institutions. The assistance to be provided by each of the parties will be teaching, research, exchange of faculty and students, cultural exchange and staff development, as deemed beneficial by the two institutions. Upon reaching agreement on specific projects, the parties shall document their understanding of the specific terms of each project in a written agreement to be signed by both parties.

#### **General Area of Cooperation:**

Assistance shall be carried out subject to the advance written approval through such activities or programs as:

1. Curriculum Development
2. Professional development
3. Student Exchange
4. Faculty Exchange
5. Research Collaborations as per the approval of the ethical committee of the respective institutions.
6. Co-organizing national/ international seminars
7. Continuing Education

#### **Primary Contacts**

The Primary Contacts will ensure that the terms of the MOU are carried out. They will serve as the contact persons at each institution, ensure that necessary approvals are in place, and have administrative oversight of the program.

The primary contacts for the parties to this MOU are the following:

For SGTU  
Name: Dr. Waheeda Khan  
Title: Sr. Advisor and Professor  
Address: SGT University,

For KBSamSU  
Name: Sh. R. Uvakov  
Title: Director  
Address: 140815, Kattakungon city

Gurugram Badli Road  
Gurugram 122505  
Email: [pro@kbsamtu.org](mailto:pro@kbsamtu.org)

A. Temur Street - 27

Email: [xalqaro@samdukf.uz](mailto:xalqaro@samdukf.uz)

**Boarding and lodging during faculty and student exchange:**

The host institution will be responsible for the accommodation and local travel of the visiting faculty members and students at the university campus at a minimal cost. But if the visitors so desire they can arrange their own accommodation by bearing the applicable cost and the parent institution will be responsible for the same.

**Intellectual & Technical Property Rights**

In the course of collaboration between SGTU and Kattakurgan branch of Samarkand State University (KBSamSU), participating individuals using proprietary materials and technologies acquired by either institution must adhere to intellectual property (IP) and technical property (TP) protection (e.g. material transfer agreement (TA) or license) pertaining to the relevant technologies and material. Protection of innovation, research products and other IP/TP (through patents, knowledge production right, or other means) accruing from joint collaboration between SGTU and will be done jointly following consultations with the relevant institutional IP/TP organs/panels on proprietary science and technology. Ownership and management of all TP and IP resulting from any collaboration shall be addressed in the written agreement governing each project.

**Renewal, Termination and Amendment**

This Memorandum of Understanding shall remain in force for a period of five (5) years from the date of the last signature, with the understanding that either party giving written notice of 30 days to the other party in any year may terminate it. However, all prior and ongoing commitments made by the parties shall be completed in such eventualities, as agreed. The agreement may be extended by mutual consent of the two parties.

This Memorandum of Understanding may be amended by written amendment signed by the authorized persons at each institution.

For the purposes of this memorandum of agreement encompassing specific programs between SGTU and the Kattakurgan branch of Samarkand State University, it is understood that a specific plan will be worked out for each activity, setting forth detailed arrangements for collaboration will be agreed. Terms and conditions for each program, visit assignment or such exchange, including those concerning financial implications, will be worked out between both parties. A separate agreement will be entered into giving such details, including the term of exchange of any intellectual property.

The agreement shall be binding upon signing by authorized individuals of SGTU and KBSamSU and shall be effective as of the date last written below.

**Limitation of Liability**

  
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Neither party shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law. This MoU shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party to the other or to a third party.

**Confidential Information**

During the tenancy of the MoU, both parties will maintain strict confidentiality and prevent disclosure of all the confidential information and data exchanged under the scope of this MoU for any purpose other than in accordance with this MoU. Each Party agrees to protect the Confidential Information disclosed to it with the same degree of care as it would use to protect its own confidential information of like nature, but not less than a reasonable degree of care, and agrees not to disclose to any third party the fact that the Confidential Information has been provided to or received from the other Party or that discussions are taking place between the Parties. Further, both the parties shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

Confidential Information for the purpose of this clause shall mean and include any and all information of a confidential nature whether disclosed in writing or not including the following without limitation

- (i) Technical and other information including, without limitation, current and future products, product development, business strategies and business forecasts and results, regulatory strategies, lifecycle management strategies, manufacturing, distribution, commercial practices, scientific data, processes, intellectual property and intellectual property strategies;
- (ii) Any information and/or materials relating, but not limited to, the business affairs, personnel, financial condition, operations, assets and/or liabilities or commercial interests of a Party and its Affiliates or of a third party to which the disclosing Party has lawful access that is disclosed pursuant to this Agreement;
- (iii) all personally identifiable information, such as name, title, address, telephone number and e-mail address ("Personal Data"); and
- (iv) information, data and results pertaining to tests and analysis performed with samples, if any.

**Dispute Resolution:**

If a dispute arises out of or in connection with this MOU or the performance, validity or enforceability of it (Dispute), the Parties shall follow the procedure set out in this clause:

- a) either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the dispute Notice, SGTU and KBSamSU contact shall attempt in good faith to resolve the dispute through mutual, amicable discussions;
- b) if the Contact persons are, for any reason, unable to resolve the Dispute within fifteen (15) working days of service of the Dispute Notice, the Agreement shall stand terminated.
- c) Termination will not affect existing or approved students in the Exchange Program.

**Indemnification:**

  
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Each Party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its servants and agents. Each Party ("Defaulting Party") hereby undertakes and agrees to indemnify and keep and hold the other Party ("Non-Defaulting Party") indemnified and harmless from and against all claims, proceedings, damages, losses, actions, costs and expenses arising as a consequence of or out of this MOU or arising from any breach of terms and conditions of this Agreement including any third party claims for infringement of intellectual property rights.

**Independent Contractors:**

The status of the parties under this MOU shall be that of independent contractors. No party shall be authorized to waive any right or assume or create any contract or obligation of any kind in the name of, or on behalf of, the other or to make any statement that it has the authority to do so. Nothing in this MOU shall be construed as establishing a partnership, agency, employment, or other similar relationship between the parties hereto.

**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.

**No Financial Commitment Clause:**

This MOU is not a commitment of funds or any other financial implications towards either Institution.

The MOU shall be binding upon signing by authorized individuals of University and KBSamSU and shall be effective as of the date first mentioned above.

**On behalf of SGT University, Gurugram:**

**Partner representative:** Mr. Joginder Yadav

Registrar

**Address-** SGT University,  
Budhera, Gurugram

Budhera Badli Road

Gurugram (HARYANA)-122505

**Telephone-**0124- 2278183

**E mail-**registrar@sgtuniversity.org

**On behalf of Kattakurgan branch of Samarkand State University:**

**Partner representative:** Head of  
International Relations and Cooperation  
Department

INN: 308680304

MFO: 01178

**Address:** 140815. Kattakurgan city, A.  
Temur Street-27

**Telephone:** +998885799900

**E mail:** xalqaro@samdukf.uz