



SGT UNIVERSITY

SHREE GURU GOBIND SINGH TRICENTENARY UNIVERSITY
(UGC Approved University) GURGAON, Delhi-NCR

FACULTY OF NATUROPATHY & YOGIC SCIENCES

R-387
17/4/24

Ref. No: - SGTU/FNYS/BNYS/2024-259

Date: -10.04.2024

To
The Registrar
SGT University Gurugram

Subject: Regarding MOU with NUCHM, Republic of Ghana .

As the copy of signed MOU with NUCHM, Ghana is received by FNYS through and the same is submitted to the Office of the Registrar, SGT University for further action. The MOU might be entered by the signature of The Registrar, SGT University. The approval was obtained from the concerned stake holders and legal departments and copies of the emails exchanged, signed copy of MOU are attached with this letter.

The letter is submitted for perusal and further action in this regard.

Thanking You

Dean (FA) Please submit your comments.

Talwar
13/04/24.
Registrar
SGT University
Budhera, Gurugram

DEAN
10/04/2024.
Faculty of Naturopathy and Yogic Sciences
SGT University, Budhera, Gurugram
FNYS

Respected Sir,
This MOU has gone through the proper channel, along with legal clearance from Shikha Man. It was proposed in Nov-Dec 2023. Requesting you to approve for further action.
15/4/24.

Dean (FNYS) may be asked to submit the MOU along with the previous approval given by University authorities in Nov-23.
12/04/24.

- Registrar

go ahead
Registrar
SGT University
Budhera, Gurugram

(PTO)
Dean
FNYS



SGT
UNIVERSITY

Shree Guru Gobind Singh Tricentenary University



MEMORANDUM OF UNDERSTANDING

between

**NYARKOTEY UNIVERSITY COLLEGE OF
HOLISTIC MEDICINE &
TECHNOLOGY(NUCHMT),
Accra, Ghana**

and

**SGT University,
Budhera, Gurugram district, Haryana, India**

Date: 09th April 2024


Registrar
SGT University
Budhera, Gurugram

NYARKOTEY UNIVERSITY COLLEGE OF HOLISTIC MEDICINE & TECHNOLOGY, hereinafter referred to as “**NUCHMT**”, acting per its authorized representative The President whose registered office is situate at Ashaiman, Municipal Assembly, Ghana, of the first part and **SGT UNIVERSITY**, hereinafter referred to as “**SGT**”, acting per its authorized leadership represented by The Registrar whose registered office is situate at **Budhera, Gurugram district, Haryana, India**, of the second part entered into the following terms of this **MEMORANDUM OF UNDERSTANDING (MOU)** with respect to advancing academic cooperation in **NATUROPATHY**, education, and any other skills upgrade in the trade area for mutual benefits; (together referred to the Parties).

BACKGROUND

The **Nyarkotey University College of Holistic Medicine & Technology (NUCHMT)**, through the **Commission for Technical and Vocational Education and Training (CTVET)** has developed **Competency Based Training (CBT)** courses in Naturopathy and Holistic Medicine to help upgrade the skills of the practitioners in Ghana and beyond;

SGT University Faculty of Naturopathy and Yogic Sciences is a leading Naturopathic education provider in India; and

NUCHMT and **SGT University** have entered into this **agreement** for academic collaboration to advance Naturopathic education.

B) THE PARTIES HEREBY AGREED as follows:

ARTICLE 1: SCOPE OF COLLABORATION

- Students exchange program for Naturopathy;
- Offering joint short courses in Naturopathy and Yogic Sciences;
- Joint teaching, research, or cultural activity;
- Mobility of faculty, scholars, and students between institutions;
- Staff professional development;
- Sharing or creation of educational materials and resources.


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The possible areas of cooperation may include the assistance to be provided by each of the parties as Collaborative Teaching, Research, and Exchange of Faculty and Students, as deemed beneficial for the two parties. 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

ARTICLE 2: DURATION AND EVALUATION

2.1 This MOU shall be in effect for [10] years from the last date of signature. Either party may request termination of this agreement, in writing, ninety (90) days before the proposed termination date. Any activities in progress at the time of termination shall be permitted to conclude as planned unless otherwise agreed in writing.

2.2 A joint evaluation of the MOU will be initiated by the designated representatives six (6) months before the expiration date. Following the evaluation, the MOU may be renewed and resigned for an additional five (5) year period.

2.3 Amendments to this MOU may be requested, in writing, by either party and approved by the authorized signatories.

ARTICLE 3: NON-DISCRIMINATION

The parties agree not to discriminate based on religion, race, creed, national or ethnic origin, sex, age, handicap, political affiliation, sexual orientation, disability, or status as a veteran.

ARTICLE 4: COMPLIANCE WITH LAW

The Parties shall endeavor to settle any dispute or claim arising from this MOU by mutual consent in a spirit of independence, mutual respect, and shared responsibility.

ARTICLE 5: FORCE MAJEURE

In the event participants are unable to complete the Program due to causes beyond the control of NUCHMT, including, but not limited to: acts of God; war; acts of the government; fires; floods; epidemics; quarantine restrictions; strikes, labor disputes or work stoppages; transportation contingency; and freight embargoes; other catastrophes or any similar occurrences beyond NUCHMT's reasonable control, NUCHMT will assist the affected participants in finding an alternate site to complete the Program.


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ARTICLE 6: USE OF NAME

None of the parties shall use the name, logo, likeness, trademarks, image, or other intellectual property of either of the other parties for any advertising, marketing, endorsement, or any other purposes without the specific prior written consent of an authorized representative of the other party as to each such use.

ARTICLE 8: INDEPENDENT CONTRACTORS

Each party is separate and independent and this Agreement shall not be deemed to create a relationship of agency, employment, or partnership between or among them. Each party understands and agrees that this Agreement establishes an independent contractor relationship and that the agents or employees of each respective party are not employees or agents of any other party.

ARTICLE 9: SEVERABILITY

The provisions of this Agreement are severable, and if any provision of this Agreement is found to be invalid, void, or unenforceable, the remaining provisions will remain in full force and effect.

ARTICLE 10: WAIVER

The waiver of any breach of any term of this Agreement does not waive any subsequent breach of that or another term of this Agreement.

ARTICLE 11: ASSIGNMENT

No party may assign this Agreement or any rights or obligations under this Agreement to any person or entity without the prior written consent of the other parties. Any assignment in violation of this provision is null and void.

ARTICLE 12: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between the parties as to the subject matter hereof and supersedes all prior discussions, agreements, and undertakings of every kind and nature between them, whether written or oral, concerning such subject matter. This Agreement may subsequently be modified only by a written document executed by both parties.

ARTICLE 13: NOTICES


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SGT University
Budhera, Gurugram

Any consent, waiver, notice, demand, request, or other instrument required or permitted to be given under this Agreement or any related agreements shall be in writing and shall be delivered by hand or sent via prepaid telex, cable, or facsimile transmission, or sent, postage prepaid, by registered, certified or express mail or reputable overnight courier service and shall be deemed given when so delivered by hand, telexed, cabled or transmitted, or if mailed, five (5) days after the notice is delivered to the courier service, addressed to the addresses set forth herein, or to such other address as may later be specified in writing by either party.

ARTICLE 14: INTELLECTUAL & TECHNICAL PROPERTY RIGHTS

In the course of collaboration between NUCHT and SGT University, participating individuals using proprietary materials and technologies acquired by either party 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 NUCHT and SGT University 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.

ARTICLE 15: FINANCIAL COMMITMENT CLAUSE

This MOU is not a commitment of any extra funds or any other financial implications towards either institution/ university.

ARTICLE 16: ADHERENCE TO LAWS

Participating faculties, staff and students involved in any activities under this Memorandum must adhere to the law of the host countries and rules and regulations of the institutions.

ARTICLE 17: LEGAL EFFECT

Nothing in this Memorandum shall be construed as creating any legal relationship between the institutes. This Memorandum is a statement of intent to foster genuine and mutually beneficial collaboration

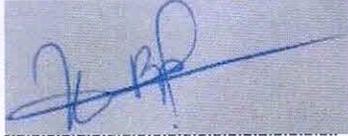

Registrar
SGT University
Budhera, Gurugram

AS Witness the parties have caused this MOU to be executed on the day and date as first above written

For and on behalf of NUCHMT

For and on behalf of SGT University

SIGNED



Registrar
SGT University
Budhera, Gurugram

PROF. RAPHAEL NYARKOTEY OBU
President Registrar

DATE: 13 DECEMBER., 2023

WITNESS For on behalf of NUCHMT

WITNESS For on behalf of SGT University



GEORGE NARTEY AMEWUGA

DATE: 13 DECEMBER., 2023