



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on 7th March 2024,
by and between

**SKILLS AND EDUCATION GROUP, ROBINS WOOD HOUSE, ROBINS WOOD
ROAD, NOTTINGHAM NG8 3NH, UNITED KINGDOM**

AND

**SHREE GURU GOBIND SINGH TRICENTENARY (SGT) UNIVERSITY
GURUGRAM-BADLI ROAD CHANDU, BUDHERA, GURUGRAM, HARYANA,
INDIA**

WHEREAS

(A) The Parties hereto, recognizing the benefits of establishing international links, wish to strengthen the ties between their respective organisations by entering into this Memorandum of Understanding (“MOU”).

NOW IT IS HEREBY AGREED

1. PURPOSE

- a) To develop co-operation and to promote mutual understanding with a view to establishing a partnership for the joint / independent delivery of identified teacher education, vocational education, and other programmes accredited and certified by Skills and Education Group.


Registrar
SGT University
Budhera, Gurugram



- b) Developing customized programmes in specialist areas jointly created, accredited and certified by Skills and Education Group Awards (SEGA) and SGT University.
- c) Facilitate development of partnership between member institutions of SEG and SGT University to facilitate knowledge, faculty, and student exchange.

The development and implementation of specific activities developed under this MOU will be the subject to formal written agreements negotiated and entered into separately, which will deal with the specific obligations, financial arrangements, confidentiality, ownership and use of intellectual property, publication of articles or other work and other relevant matters.

It is understood that the implementation of any of the types of co-operation stated in Clause (1) (a), (b) & (c) shall depend upon the availability of resources and financial support of the Parties concerned.

2. AMENDMENT

This MOU may only be amended by a written agreement signed by a duly authorised representative of each Party.

3. TERM AND TERMINATION

This MOU shall commence on the date of the agreement above and shall remain in force for a period of thirty-six months unless terminated earlier by either institution. Such termination by one institution shall be affected by giving the other institution at least ninety (90) days advance written notice of its intention to terminate. Termination shall be without penalty. If this agreement is terminated, neither Skills and Education Group nor Shree Guru Gobind Singh Tricentenary University shall be liable to the other for any monetary or other losses which result from such termination. Activities in progress at the time of termination of this Memorandum of Understanding shall be permitted to conclude as planned unless otherwise agreed.

4. CONFIDENTIALITY

Notwithstanding termination of this MOU, the parties undertake at all times to keep confidential the contents of this MOU and information exchanged between the parties for the purposes of the discussion of the proposal set out in clause 1(b) above.

The Parties agree and undertake to keep the terms of this MoU and discussions relating to proposed collaborative activities confidential at all times any confidential information

(whether in written, oral, electronic, graphic form, or any other means) or data that may be exchanged, acquired, or shared, or that came to the knowledge of the Parties, which has been identified as confidential in connection with any specific program or activity conducted pursuant to this MoU or Specific Agreement or where it would be reasonable to expect that confidentiality should attach to such information, and neither Institution will disclose them save where the (a) same is already in public domain without any breach of this MoU, (b) which lawfully comes into the possession of recipient, from a third party who has no obligation of confidentiality; (c) which was known to the receiving party prior to the date of this MoU or independently developed without reference to confidential information as evidenced by records prior to receiving such confidential information; or (d) otherwise defined in any subsequent agreement on the subject matter.

For purposes of paragraph above, such documents, information and data include any document, information and data which is disclosed by a party (the Disclosing party) to the other party (the Receiving party) prior to, or after, the execution of this Memorandum of Understanding, involving technical, business, marketing, policy, know-how, planning, project management and other documents, information, data and solutions in any form, including but not limited to any document, information or data which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving party or if orally given, is given in the circumstances of confidence.

Where obligated by applicable law, subpoena, governmental or regulatory direction or quasi-judicial authority or a court order, the receiving party shall, to the extent reasonable practical, shall promptly intimate the disclosing party to enable the disclosing party to take a protective order from disclosing such confidential information requested, and wherever possible disclose only specific portion of information that is required to comply with the foregoing requirements and ensure that such information shall be maintained confidentiality by the party to whom it is disclosed.

5. 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, joint venture, agency, employment or other similar relationship between the parties hereto.

6. NO LEGAL AND FINANCIAL COMMITMENT

Nothing in this MOU shall be construed as creating any legal relationships between the Parties. This MOU is a statement of intent to foster genuine and mutually beneficial collaboration. This MoU, being a cooperative and collaborative understanding for academic excellence and enhancement of a culture of entrepreneurship among students, shall not create any legal and/or financial commitment whatsoever on either of the parties hereto, except as may be provided in activity-specific agreement(s) that may be entered into subsequently.

7. DISPUTE RESOLUTION

The parties agree for mutual disengagement and exit and legal recourse. This MoU and subsequent agreements (if any) entered between the parties and dispute, if any arising thereof, shall be settled amicably through mutual consultation and/or negotiations between the parties, without reference to any third party or national or international tribunal.

8. INTELLECTUAL PROPERTY RIGHTS

The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the Parties and in accordance with other international agreements signed by both Parties.

Notwithstanding anything in paragraph above, if the intellectual property rights in respect of any technological development, and any product and service development, were obtained:

- a) jointly by the Parties or if the research results were obtained through the joint activity or effort of the Parties, then these shall be jointly owned by the parties in accordance with terms to be mutually agreed upon; or
- b) solely and separately by a Party or if the research results were obtained through the sole and separate effort of the Party, then these shall be solely owned by the Party concerned.

Ownership and management of all Intellectual Property and Technical Property resulting from any collaboration shall be addressed in the written agreement governing each project.

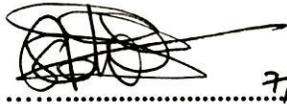
9. INDEMNITY CLAUSE

Each Party (in such capacity, referred to as "Indemnitor") shall indemnify and hold the other Party and its respective shareholders, directors, officers, employees, representatives, agents, servants, successors, and assigns (collectively "Indemnitee") harmless from and shall

reimburse Indemnitee for any losses, damages, deficiencies, claims, causes of action or expenses of any nature (including reasonable attorneys' fees and expenses) incurred by Indemnitee arising out of or resulting from any breach of any warranty, representation covenant or obligation of Indemnitor under this MoU.

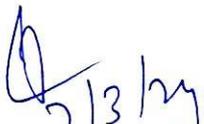
IN WITNESS whereof this Agreement has been executed the day and year first above written

Signed for and on behalf of Skills and Education Group by


..... 7/3/24

Scott Forbes
Deputy, Chief Executive Officer

Signed for and on behalf of SGT University by


..... Registrar
SGT University
Budhera, Gurugram

(Prof.) Dr. Joginder Yadav
Registrar