



Memorandum of Understanding (MoU)

Entered on 05/12/2024

BETWEEN

Shri Guru Gobind Singh Tricentenary University (Established under Haryana Private Universities Act 2006), Chandu-Budhera, Gurugram-Badli Road, Gurugram (Haryana), herein referred to as SGTU through its duly authorized representative, Dr. Joginder Yadav, Registrar of Shri Guru Gobind Singh Tricentenary University, Gurugram (Haryana).

AND

Special Olympics Bharat (registered under Indian trust Act 1882) having office at J-47, Lower Ground Floor, Lajpat Nagar –III New Delhi 110024 (herein referred to as 'Special Olympics Bharat' which expression, unless repugnant to the context thereof shall mean and include its successors and assignees) through its duly authorized representative, Dr. Mallika Nadda, President of the Special Olympics Bharat, India.

SGTU and SO Bharat are referred to collectively as 'PARTIES' and individually as 'PARTY' as the context may require.

WHEREAS

Both Parties have entered this MoU to promote inclusive sports activities for Divyangjan (Persons with Disabilities) and to implement the Healthy Athlete Fun Fitness program, supporting the holistic development and well-being of individuals with special needs.

Now it is hereby agreed by and between the Parties Hereto as follows:

1. Scope, Roles & Responsibilities of each of the parties

1.1. SGTU- Faculty of Physiotherapy will be responsible for the following activities:

1.1.1. To facilitate Health checkup camps (Fun Fitness/Fit Feet)/Sports promotion activities for Divyangjan (Person with Disabilities) as part of ISR (Institutional Social Responsibility)

1.1.2. To provide logistic support during the conduct of Health checkup camps (Fun Fitness/Fit Feet)/sports events for Divyangjan (Person with Disabilities) as per the facilities available at the University Campus

1.1.3. To arrange and provide support for volunteers (both technical and non-technical) to Special Olympics Organizing teams during different events

1.1.4. To host training sessions /lecture sessions by experts from Special Olympics for both professional and non- professional students at the University

1.1.5. To facilitate conduct of short term and long term /basic and advanced training for the students/sports persons/volunteers as per Special Olympics training Manual with the help of Special Olympics certified trainers.


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- 1.1.6. To facilitate research activities in Special Olympics to promote overall development and inclusion of Divyangjan (Person with Disabilities)
- 1.1.7. To plan a short curricular program for Special Olympics for undergraduates courses.

1.2. SGTU- Faculty of Education (Department of Education and Department of Special Education) will be responsible for the following activities:

- 1.2.1. Develop and implement specialized educational programs and curricula that enhance sports and physical skills for Divyangjan, ensuring they address diverse needs and abilities.
- 1.2.2. Organize regular professional development programs, workshops, and seminars for in-service teachers and coaches to enhance their skills in adapting sports and fitness activities for Divyangjan.
- 1.2.3. Conduct research on effective teaching methodologies, assistive technologies, and inclusive practices to promote the participation of Divyangjan in sports and physical activities.
- 1.2.4. Provide technical and advisory support to the Faculty of Physiotherapy in planning and executing inclusive sports, health check-up, and fitness programs for Divyangjan.
- 1.2.5. Collaborate with the Faculty of Physiotherapy to align teacher training and coach development programs with the specialized needs and requirements of Divyangjan in sports and physical activities.
- 1.2.6. Advocate for the rights and needs of Divyangjan within the university and collaborate with external organizations, such as Special Olympics Bharat, to promote the inclusion and empowerment of Divyangjan through sports and physical activities.
- 1.2.7. By emphasizing the contribution of the Faculty of Education in empowering sports skills for Divyangjan, the university can ensure a comprehensive and integrated approach to their inclusion and overall development, as part of the MoU with Special Olympics Bharat.

Both the Faculties, Faculty of Physiotherapy and Faculty of Education shall be solely responsible for coordinating and organizing the special Olympic sports event at the state level and national level.

1.3. Special Olympics Bharat, India will be responsible for the following activities:

- 1.3.1. To participate and contribute with suitable expertise in curriculum development of inclusive physical education/adaptive physical education/ Special Olympics through experts during Area Director Board Meetings.
- 1.3.2. To provide suitable experts /trainer for conducting workshops for students and during the faculty development programs.

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- 1.3.3. To train university faculty members as Master trainers to promote activities of Special Olympics
- 1.3.4. To allocate guides for the trainee teachers who would provide guidance, support and evaluate their performance during internship program at various activities of Special Olympics
- 1.3.5. Engagement of Athletes, faculty members and students in Unified sporting Activities.

2. Confidentiality

Both Parties shall not, without the express written permission, disclose any confidential information to any person, entity, etc in any manner, directly or indirectly. For the purpose of this MoU, 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.

3. General Conditions

- 3.1 This MoU does not establish a joint venture or partnership between the parties.
- 3.2. The MoU does not imply any financial obligations or legal binding on either party and is intended only to provide the general principles and key terms for initial co-operation and to facilitate further discussions.
- 3.3 For the purposes of this memorandum of agreement encompassing specific programs. between SGTU and SO Bharat, it is understood and agreed that 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.
- 3.4 This MoU shall not be construed as seeking either enlarge or diminish any obligation. or duty owed by one party to the other or to a third party.
- 3.5 This MOU shall not be assignable or otherwise transferable by a party without the prior written consent of the other party

4. Term and Termination

- 4.1. This MoU will be effective for a 5-year term from the 05/12/2024. It may be further renewed by mutual agreement in writing.
- 4.2. Amendments and additions may be made to the MoU subject to the written consent of both the parties.
- 4.3. MoU can be terminated by either party with a minimum of 90 days prior notice in writing to the other party.

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5. Governing Law and Dispute Resolution

The validity, interpretation, enforceability and performance of this MoU shall be governed and construed in accordance with the laws in India. Venue of settlement for any disputes which may arise under this MoU shall be in Gurugram, Haryana. Disputes arising between the parties out of or in connection with this Agreement shall as far as possible be settled amicably.

If amicable settlement cannot be reached within 30 days from the date of the occurrence of the dispute, the matter under dispute shall be finally settled without recourse to the courts, in accordance with the provisions of the Arbitration & Conciliation Act 1996 and amendments thereof, if any.

6. Notices

All notices, consents, claims, requests, or other communications required or permitted to be given under any of the provisions of this MoU shall be in writing either through mail to be delivered by hand or by post / courier against acknowledgement. The notice shall be deemed to have been received on the next day of transmission if sent through e mail and five days of date of dispatch if sent through mail. The notice shall be given to the attention of the people concerned at the following addresses (or to such other address as any Party may specify by notice to other party):-

In Case of Name & Designation of Person & University

Dr. Joginder Yadav

Registrar

SGT University

Chandu-Budhera, Gurugram-Badli Road, Gurugram Haryana 122505

In case of Special Olympics Bharat- National Office/State

Dr. Mallika Nadda,

President

Special Olympics Bharat, India

J-47, Lower Ground Floor, Lajpat Nagar –III New Delhi 110024

7. Intellectual Property Rights

Each Party shall retain all right, title and interest in its works, creations and inventions, including all intellectual property rights therein (collectively “IPR Rights”) and nothing herein is intended or shall be deemed to be a transfer, license, release or waiver of its IPR Rights. SGTU and SO Bharat agree to respect each other's rights to intellectual property. Further, the intellectual property rights that arise because of any collaborative research or activity under this MoU will be worked out on a case-to-case basis and will be consistent with officially laid down IPR policies of the two institutions. Ownership and management of all IP resulting from any collaboration shall be addressed in the written agreement governing each project.


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Either party may use the name, registered trademarks, service marks, logos, insignia or any other proprietary designation (collectively the “Marks”) of the other Party or its products or services with the other Party’s prior written approval, however, nothing in this MOU shall be deemed, construed or interpreted as granting to either Party any right to use any of the Marks, products or services of the other Party. While using the said Marks, the party which uses the said Marks, shall comply at all times with the current version of the applicable mark and logo guidelines of the other party without any fail

8. Indemnification

Each Party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its servants and agents. SO, Bharat hereby undertakes and agrees to indemnify and keep and hold the SGTU 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

In witness Where of , parties hereto set and subscribe their respective hands on the day and year first herein above written

SGT University, Gurugram


Dr. Joginder Yadav
Registrar

Registrar
SGT University
Budhera, Gurugram

Special Olympics Bharat


Dr. Mallika Nadda,
President

