



METU/1580-317/2024



MEMORANDUM OF UNDERSTANDING

- Between

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

AND

BUDAPEST METROPOLITAN UNIVERSITY (METU), HUNGARY

This Memorandum of Understanding (hereinafter referred to as "MoU") is entered into on 26th February 2024 by and between Shree Guru Gobind Singh Tricentenary University, hereinafter ["SGT University"] located at Chandu, Budhera, Gurugram, Haryana represented by Dr Joginder Yadav, Registrar, SGT University and Budapest Metropolitan University, (hereinafter "METU"), located in Budapest, 1148 Nagy Lajos király útja 1-9, represented by Dr. Peter Rada, Vice-rector for International Affairs, METU.

SGT University and METU collectively referred to as "Parties".

WHEREAS both universities recognise the value of international exchange programs for their students and are committed to promoting educational opportunities and cooperation between the two institutions. The Parties are committed to fostering mutual understanding and academic exchange between their institutions.

NOW, THEREFORE, in consideration of the above and other good and valuable consideration, the Parties agree as follows:

1. Preamble

Shree Guru Gobind Singh Tricentenary University (SGTU), Gurugram, India, and Budapest Metropolitan University (METU), Budapest, Hungary wishes to enhance relations between the two institutions and seeking to develop academic and cultural interchange in the areas of education, research, and other activities, agree to cooperate and work together and sign the following Memorandum of Understanding (MoU).

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 relevant to today's healthcare needs & highly competitive global market. The University offers students a unique blend of theoretical & practical training & cutting-edge technology, 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 & and its related scope in their respective fields. The Mission is to develop, with a great sense of aesthetics, a learning-stimulating environment. The futuristic curriculum is specially designed to cater to the needs of the present era & and also prepare the students on application fronts in working as a team with ethical, moral & and professional liabilities. SGTU believes in the overall holistic development of our students and the faculty in every discipline so that they can perform their responsibilities in the community in the best manner.

About Budapest Metropolitan University

The aim of the University is to pursue a high level of education even compared to European Union standards in the fields of social sciences, economic studies, art and art mediation, communication and tourism in bachelor and master programmes, specific trainings, higher-level vocational training, tertiary-level vocational training and adult education.

2. Purpose and Objectives:

2.1. This MoU aims to establish a framework for cooperation and collaboration between the Parties for general academic, research, and other educational purposes.

3. Areas of Cooperation:

The Parties may collaborate in various areas, including but not limited to:

- Academic exchange programs for students and faculty
- Joint research projects
- Sharing of academic resources, including libraries and laboratories

- Organizing seminars, conferences, and workshops
- Cultural and educational exchanges
- Explore opportunities for collaboration in educational initiatives, including but not limited to joint teaching activities such as the development of joint or dual degree programs, credit transfer programs, and collaborative courses
- Any other areas of mutual interest

4. Implementation:

- 4.1. As far as the specific exchange and cooperative programs are concerned, an implementation plan will be signed separately, which will serve as a supplement to this agreement. The Present Memorandum of Understanding serves only as a record of the Parties' intentions and does not constitute any specific obligation.
- 4.2. SGT University and the METU will share all data and research findings, as well as patent rights, copyrights, and other intellectual property rights to any collaborative discoveries, inventions and products resulting from this Memorandum of Understanding.
- 4.3. Both parties must give written approval for the utilization and publication of the data and research findings.
- 4.4. Detailed management of the intellectual property rights and publication shall be defined in the specific agreement of each activity.

5. Duration and termination:

- 5.1. This MoU shall come into effect upon the date of its execution and remain in force for a period of three unless terminated by either Party with one month written notice. Projects that are in progress at the time of termination of this Agreement may continue until the end of the project unless the parties agree to terminate the cooperation immediately.
- 5.2. The MoU will not be automatically renewed. It will be renewed only after mutual consent from both parties.

6. Miscellaneous:

- 6.1. For the purposes of this memorandum of agreement encompassing specific programs between SGT University and METU 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. 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.
- 6.2. This MOU is personal to the Parties and the rights and obligations established herein shall not be assignable by the Parties, except to the extent expressly permitted under this MOU or with the prior written consent of the other Party.

7. Intellectual & Technical Property Rights

In the course of collaboration between SGT University and METU, 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 rights, or other means) accruing from joint collaboration between SGT University and METU 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.

8. Implementation of MoU

The Memorandum of Understanding shall not provide any mutual financial settlements. The Parties undertake to explore the possibilities of funding necessary for the implementation of cooperation in accordance with the national and institutional regulations and procedures.

9. Amendment

Any modification, amendment, or waiver of any provision of this MOU shall be effective if, but only if, in writing and signed in person or by a duly authorized representative of each party against whom enforcement of such modification, amendment, or waiver is sought.

10. 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.

11. 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.

12. Dispute Resolution

In the event a dispute arises in connection with the validity, interpretation, implementation, or alleged breach of this MOU, the parties shall attempt to resolve such dispute through negotiation.

13. 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.

No Financial Commitment Clause

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

CONTACT INFORMATION

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Represented by:


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REGISTRAR

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Vice-rector for International Affairs