



3rd Eye

Techno Solutions Pvt. Ltd.

A Digital Forensics Company

MEMORANDUM OF UNDERSTANDING

Between

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

**3rd EYE TECHNO SOLUTIONS PVT. LTD. A COMPANY REGISTERED UNDER THE
COMPANIES ACT 1956 HAVING ITS REGISTERED OFFICE AT B-213, First Floor, Pocket B,
Okhla Phase 1, Industrial Area, NEW DELHI 110020, INDIA THROUGH ITS DIRECTOR**

Shree Guru Gobind Singh Tricentenary University (SGTU), Gurugram, India and 3rd EYE TECHNO SOLUTIONS PVT. LTD., NEW DELHI, INDIA, wish to establish co-operative relations between the two institutions, especially to develop the 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 by 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, found in 1999. In fact, the seeds for magnificent growth were sown way back in 2002 with establishment of SGT Dental College.

The University is providing education in various disciplines, which is relevant for today's health care 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 great sense of esthetics, a learning stimulating environment. The futuristic curriculum is specially designed to cater to the needs of present era & also prepare the students on application fronts in working as a team with ethical, morals & professional liabilities.

 **Registrar
SGT University
Budhera, Gurugram**



SGTU believes in 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 best manner.

ABOUT 3rd EYE TECHNO SOLUTIONS PVT. LTD.

3rd Eye Techno Solutions Pvt. Ltd is an ISO 9001:2015 Certified technology driven leading digital forensics company and a solution provider to a multitude of law enforcement agencies. Headquartered in New Delhi, with its comprehensive suite of digital investigation solutions, Services and Training that are extended to the Government and the Private sector. Computer Forensics, Mobile Phone Forensics, Forensic of Data from Damaged Hard Drives, SSD's & Flash Media, Video Forensics, Digital Forensic Hardware Solutions, Lab Setup & Team Enablement, Digital Forensics Training and Services, belong to the company's extensive portfolio of offerings.

We provide wide range of Digital Forensics training to Government, Law Enforcement Agencies, Corporates & Institutional bodies which includes Concept based training and tool-based training of Digital Forensics. Also 3rd Eye team consists of security advisors, forensics experts, well qualified Professional, and experienced Trainers.

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 programmes as:

- ◆ To strengthen the curriculum offered at SGT University, drawing from the rich professional experience and expertise in the areas of Forensic science.
- ◆ To identify and support internship/training/placement opportunities in different areas of Forensic science to students from SGT University, Gurugram.
- ◆ To provide hands-on experience in a real-time environment to make students at SGT University, job ready.
- ◆ To support in organizing guest lectures, workshops, and seminars in emerging topics in the field of Forensic Science.
- ◆ To conduct joint research & development, co-author articles for publication in peer reviewed journals.

 **Registrar**
SGT University
Faridkot, Gurugram



Intellectual & Technical Property Rights

In the course of collaboration between SGTU and 3rd Eye Techno Solutions Pvt. Ltd., 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 3rd Eye Techno Solutions Pvt. Ltd. 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. 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.

Limitation of Liability

For the purposes of this memorandum of agreement encompassing specific programs and services between SGTU and 3rd Eye Techno Solutions Pvt. Ltd. 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. The agreement shall be binding upon signing by authorized individuals of SGTU and 3rd Eye Techno Solutions Pvt. Ltd. and shall be effective as of the date last written below.

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 in the first instance to resolve such dispute through negotiation. If the dispute is not resolved through negotiation, then either party may refer the dispute for resolution to the Arbitration under the provisions of the Arbitration and Conciliation Act, 1996 or any subsequent enactment or amendment thereto, and the decision of the Arbitrator (whom shall be jointly appointed by both the parties) shall be binding upon both the parties. The seat of Arbitration shall be at Gurugram. The language of arbitration shall be English. The provisions of this Article shall survive the term/termination of this Agreement. Each party shall bear its own cost of the arbitration.

Governing Law and Jurisdiction:

This MOU shall be governed by and construed in accordance with the substantive Central and State laws of India. Any and all disputes, controversies and conflicts between or among the parties arising out of or relating with this agreement shall be subject to the jurisdiction of Gurugram / Delhi.

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.

 **Registrar**
SGT University
Budhera, Gurugram



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 Preliminary MOU is not a commitment of funds or any other financial implications towards either party.

CONTACT INFORMATION

SGT University, Gurugram

Represented by:

REGISTRAR

 **Registrar**
SGT University
Budhera, Gurugram

Address- SGT University
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E mail: registrar@sgtuniversity.org

3rd EYE TECHNO SOLUTIONS PVT. LTD.


Represented by: Director

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