MEMORANDUM OF UNDERSTANDING

This MOU is executed at <u>Gugaon</u> on this <u>37</u> th day of February, 2023 by and between:-

Knowledge SteezEduHub LLP. (Registration No. LLP AAM 8237) having its registered address at B-115, Sector- 122, Noida (Uttar Pradesh) through its authorised representative Ms.MahakRathee (hereinafter referred to as FIRST PARTY)

AND

Shree Guru Gobind Singh Tricentenary University Faculty Of Law, SGT University, Gurgaon Budhera, Badli-Gurugram Road, Gurugram – 122505 (Haryana) through its Registrar Dr.JoginderYadav. (hereinafter referred to as SECOND PARTY)

The expression First Party and Second Party shall include unless context otherwise requires its legal representatives, nominee(s) etc.

WHEREAS the First Party is registered as a limited liability partnership and is actively working from past eight years for the law students and students from social sciences. The First Party has also been actively involved in organizing social awareness campaigns across the country and also organizing various other events and programs at both national and international level. The First Party is actively involved in conducting

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Registrar SGT Iniversity Budhera, Gurugram conferences, training programs, mentorship sessions, workshops etc. for the law students and professionals.

WHEREAS the Second Party is one of the best private universities in Delhi NCR. The University was established under the Haryana Private Universities (Amendment) Act No. 8, 2013. The University is part of the Dashmesh Educational Charitable Trust, founded in 1999. It has a noble mission of providing opportunities for higher education to all sections of society. The University over time has carved a reputation in the academic world by providing a steady stream of highly trained and industry-ready professionals. The University is located at Chandu-Budhera on the outskirts of Gurugram, Haryana.

Presently, it has 18 faculties and offers around 160+ courses featuring a wide selection of undergraduate, postgraduate and PhD courses. The university has received several awards including the Diamond rating from the QS-IGAUGE ranking.

AND WHEREAS both the parties have mutually agreed to enter into this Memorandum of Understanding as they believe that collaboration and co- operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.

AND WHEREAS the parties intent to cooperate and focus on their efforts in the area of Education, Research, skill based training and other events or programs for students or faculty members as the case may be.

AND WHEREAS both the parties being legal entities in themselves desire to sign this MOU for advancing their mutual interests.

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IT IS AGREED BY AND BETWEEN THE PARTIES AS HEREINUNDER:

That the First Party agree to:

- (i) cooperate, collaborate and organize various training programmes, one yearly academic workshop/event and other activities as agreed between the parties from time to time.
- (ii) to provide faculty and facilitate organization of programs to be conducted under this MoU.
- (iii) be media partner of the events and other programs organized by the Second Party and will extensively promote the event/ program and will help the Second Party in getting participation
- (iv) provide Resource Persons to the Second Party for organizing Workshops and Career Development Programs in the premises of the Second Party and other programs as mutually decided between both the parties
- (v) to assist the Second party in getting international collaborations.

That the Second Party agree to:

- (i) include First Party as media partner in events and other programs organized by the Second Party as agreed between the parties from time to time.
- (ii) collaborate and organize various training programmes, academic workshop/event and other activities organized by the Second Party as agreed between the parties from time to time.
- (iii) include First Party as media partner in its brochures and websiteas agreed between the parties from time to time.

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iv. encourage students and faculty of Second Party to participate in events organized by First Partyas agreed between the parties from time to time.

3. TERM AND TERMINATION

The MOU shall be effective and enforceable from the date of authentication by both the Parties. The MOU shall be valid for a period of **five years**. Before the expiry of the MOU, in case either of the parties do not notify within one month in writing to the other that they wish to rescind from the MOU, the MOU shall be automatically extended for a further period as per agreed terms in between the Parties to the present MOU.

It may, however, be open to either of the Party to terminate the MOU by giving the other party a notice period of one month. However, both the Parties will meet any residual obligations in connection with the present MOU, notwithstanding its termination.

4. CONSIDERATION:

That the MOU is signed for cooperation by the parties in the area of Education, Research, skill based training and other events or programs for students or faculty members as the case may be. There is no financial responsibility on any of the parties to this MOU.

ADDITIONAL SERVICES:

That the First Party also agrees to offer certain paid services to colleges/institutions/ organizations and organise some training programs from time to time. The services include advertisement on the website, promotion of events etc., Summer Schools, Winter Schools, certificate courses etc. The Second Party will get a 50% Discount on all the paid services as and when

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Regional SGT University Budhera, Gurugram they decide to opt for any service of the First Party. (The Second Party shall be at discretion to decide whether to avail the services or not). Upon reaching agreement on specific services, the parties shall document their understanding of the specific terms of each service in a written agreement to be signed by both parties.

That the parties may also collaborate in writing for any other purpose which is not covered in this MOU after mutual discussion and on consent of both parties.

6. DISPUTE RESOLUTION AND JURISDICTION:

Any and all differences and disputes whatsoever arising between the parties shall in the first instance be resolved mutually between the parties and in the event of a non-resolution the matter, the MOU shall stand terminated in that case.

This MOU shall be governed by and construed in accordance with the substantive laws of the Republic of India. The Parties hereby irrevocably submit to the exclusive jurisdiction of the courts of Gurugram.

7. **CONFIDENTIALITY:**

The present MOU shall be strictly confidential/personal to the parties hereto. 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.

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8. ASSIGNABILITY:

None of the parties hereto have any right to assign or transfer or sell or part with any right or obligation hereunder without prior written consent of the other party.

9. INTELLECTUAL PROPERTY RIGHTS

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.

10. AMENDMENT:

Any variation, modification, addendum etc. to this MOU shall be valid only if mutually agreed to and executed in writing by or on behalf of all the parties.

11. 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

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Registrar SGT University Budhera, Gurugram venture, agency, employment or other similar relationship between the parties hereto

IN WITNESSESS WHEREOF, The parties here to have signed this MOU by hand of Dr. Joginder Yadav, Registrar, SGT University and by the hand of Ms. Mahak Rathee, Honorary Director, Knowledge Steez on the day, moth and year referred to above.

Signed and delivered

On behalf of Knowledge Steez

Ms. Mahak Rathee Honorary Director, Knowledge Steez Signed and delivered

Budhera, Gurugram

On behalf of Faculty of Law, SGT University

Dr. Joginder Yadav Registrar, SGT University

WITNESS:-

1

First Party

2.

Second Party