

Memorandum of Understanding

This Memorandum of Understanding is entered into on this 9 day of July 2022 by and between

Shree Guru Gobind Singh Tricentenary (SGT) University, Chandu-Budhera, Gurugram (Haryana) – 122505, established under Haryana Private Universities Act 2006 hereinafter referred to as “SGT University” through its Re (which expression shall unless repugnant to the context or contrary to the meaning thereof be deemed to mean and include its successors in business and permitted assigns/ partners for the time being and the survivor or survivors of them)

AND

Bhavya Welfare Society, a Society registered under Society Registration Act , 1860 having its registered office at D-24 Panchsheel garden , Naveen Shahdara , Near Birds hospital hereinafter referred to as “BWS” Through its (which expression shall unless repugnant to the context or contrary to the meaning thereof be deemed to mean and include its successors in business and permitted assigns/ partners for the time being and the survivor or survivors of them)

(SGT University and BWS Are hereinafter jointly referred to as “Parties” and individually as “Party”)

A. BACKGROUND

SGT University came into existence by Haryana Private Universities (Amendment) Act No.8 of 2013 for making educational opportunities available to all segments of the society under the parasol Dashmesh Educational Charitable Trust, which was founded in 1999 with the holy cause of propagating the message of Shri Guru Gobind Singh Ji, the great philosopher and social reformer, who says “spread of learning is the best service to mankind”. In Fact, the seeds for its magnificent growth were sown way back in 2002 with the establishment of the SGT Dental College.

BWS was established in 2016 with an aim to serve the society with its disability related services. Currently BWS as one of its project is running a special school on the name of Early Risers Special School which serves Children With Special Needs (CWSN) with educational and therapeutic intervention serving age range primarily 3-12 years.

B. RATIONAL ABOUT SGT AND BWS

SGT University aims to aim for education for better job opportunities through excellent academic standing, the best of infrastructure, and a stimulating learning environment both in theory, practice and research. Practical hands-on experience is a mandatory component of all courses offered at the SGT University, the duration of which depends on the overall course structure. SGT University is imparting in-hand training/ practical skills to the students in but wants to expose the students to the corporate world where they are supposed to work after finishing the programs.

BWS aims to create a society where children with special needs/disability of all strata can be made accessible to critical services needed at early stages of detection of red flags / diagnosis to have better life skills ahead in life. BWS was constituted to make contribution to the society by serving children with special needs (CWSN) by giving intervention at earliest possible stage along with other life skills which are essential for an individual to become a productive member of the society.

WHEREAS:

1. SGT University and BWS 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.
2. The Parties intent to observe, intern and implement inclusive teaching practices at BWC for children with special needs. The present MoU will foster Academic Exchange & Cooperation


9/7/22
Registrar
SGT University
Budhera, Gurugram


9/7/22
Bhavya Welfare Society
Reg. No Dist. Shiksha Society
7142045-10

between SGT University and BWS in providing Education, Research and Training in the areas of Special Education, Inclusive Education, Cognitive Skills, Early Intervention, Therapy and Psychological Services.

3. The Parties intent to keep each other informed of potential opportunities and share all information that may be relevant to secure additional opportunities for one another.


NOW THEREFORE this MOU witnesses and in consideration of the premises and goodwill, it is mutually agreed and declared by and between the parties as under:

1. **Purpose and Scope of the MOU.**

The purpose of this MOU is to establish certain expectations of each Party and to create a framework within which the parties can jointly explore and work towards the objectives of this MOU.

- a) BWS will give valuable inputs to the SGT University in teaching/training methodology and suitably customise the curriculum so that the students fit into the industrial scenario meaningfully.
- b) BWS shall provide sufficient oversight of the inclusive and special education programmes to ensure that the SGT University interns meet the needs of the students with special needs. SGT University students will get exposure of observing, interning and securing placements at BWS. The training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career.
- c) An orientation will be given to SGT University interns by BWS before placement in learning environment of children with special needs.
- d) A coordinator from both SGT University and BWS should be appointed to fulfil all the needful tasks the training of children and other services.
- e) SGT University students will write reports and prepare individualised Education Programme (IEP), case studies as per the curriculum needs of special education programme of SGT University mandated by the affiliating University. A copy of the reports and case studies will be shared with BWS, if desired.
- f) Both parties have agreed to carry out the research activities in the field of Education and Special Education by team of 5 members headed by Dr. Madhavi Sharma, Dean FEDU, SGT University and Dr. Vibha Sharma
- g) BWS will provide with appropriate certification upon successful completion of observation, engagement and internship to SGT University students.
- h) BWS to train the faculties of SGT University for imparting training as per the educational requirement.
- i) Both Parties to obtain all internal approvals, consents, permission and licences of whatsoever nature required for offering the Programmes on the terms specified herein.
- j) The areas of cooperation include, subject to mutual consent, programmes 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


Registrar
SGT University
Budhera, Gurugram


Bhavya Welfare Society
Reg No Dist. Shiksha Society
718/2005-10

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.

2. **Term and Termination of MOU:**

It is hereby agreed that this MOU shall be valid for a period of 5 years from the effective date hereof, within which the parties shall jointly work and explore ways and means to give effect to the intent and purpose of this MOU. This MOU may be terminated by either Party by giving the other Party 30 days written notice. However, both the Parties will meet any residual obligations in connection with the present MOU, notwithstanding its termination. The term of this MOU may be extended by such further period as may be mutually agreed upon by the Parties in writing.

3. **Financial Commitment:**

Any collaboration of BWS and SGT University for workshops, training programmes, visits and short term courses (online/offline) would be payable as mutually agreed and decided by both parties.

4. **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.

5. **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.


5. **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.

6. **Limitation of Liability:**

For the purposes of this MOU encompassing specific programs between SGT University and BWS 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.

7. **Governing Law and Jurisdiction:**


9/7/22
Registrar
SGT University
Budhera, Gurugram


Bhavya Welfare Society
Reg. No Dist. Shiksha Society
719/2018-19
9/7/22

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 New Delhi.

8. **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. 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.

9. **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.

10. **Assignability:**

This MOU shall not be assignable or otherwise transferable by a party without the prior written consent of the other party.

11. **Force Majeure:**

If the performance of this MOU or of any obligation hereunder is prevented, restricted or interfered with by reason of any cause beyond the reasonable control of the affected party, such party, upon prompt written notice to the other party, shall be excused from such performance to the extent of the aforementioned prevention, restriction or interference.

12. **Dispute jurisdiction and resolution:**

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 may be referred to arbitration to a person jointly appointed by the parties as per the law relating to arbitration in India and the decision of the arbitrator shall be final and binding on all parties. The arbitration proceedings shall be held in New Delhi.

On behalf of SGT UNIVERSITY

Signed: [Signature] Registrar
SGT University
Budhera, Gurugram

Name: Dr. Joginder Fedan

Title: REGISTRAR

Date: 9/7/22

On behalf of BWS

Signed: [Signature] Bheriya Welfare Society
Reg No Dist Shahjahan/Society/
719/2015-16

Name: Vibha Sharma

Title: Secretary

Date: 9th July 2022