



MEMORANDUM OF UNDERSTANDING

Between

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

AND

SHERLOCK INSTITUTE OF FORENSIC SCIENCE, NEW DELHI, INDIA

Shree Guru Gobind Singh Tricentenary University (SGTU), Gurugram, India and Sherlock Institute of Forensic Science, India, New Delhi 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, founded in 1999. In fact, these 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, moral & professional liabilities. 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 SHERLOCK INSTITUTE OF FORENSIC SCIENCE

Sherlock Institute of Forensic Science India was set up in 2006 with an aim to create a new era of forensic education as a comprehensive teaching, training, research, and consultancy in the fields of Criminology & Forensic Science. Also, the Sherlock Institute of Forensic Science, India goals to encourage the new developments and research in the field of Forensic Sciences including Cyber Law, Cyber Forensic, Fingerprint Verification, Questioned Document, and Handwriting Analysis to meet the ground level demand of the Law Enforcement, Criminal Justice Administration of the country.

Scope of Cooperation:

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 faculty and students, cultural exchange and staff development, as deemed beneficial by the two institutions. Upon reaching a 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 Areas 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.

Intellectual & Technical Property Rights

In the course of collaboration between SGTU and Sherlock Institute of Forensic Science, India, 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 Sherlock Institute of Forensic Science, India 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 by giving 1 month advance written notice to the other party in any year may terminate it. However, both the Parties will meet any residual obligations in connection with the present MOU, notwithstanding its termination. The MOU 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 understanding encompassing specific programs and services between SGTU and Sherlock Institute of Forensic Science, India, 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 MOU shall be binding upon signing by authorized individuals of SGTU and Sherlock Institute of Forensic Science, India 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 (who 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 MOU. 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 MOU shall be subject to the jurisdiction of Gurugram

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 severable and the remainder of the MOU shall remain valid and enforceable.

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.

Date of Signing: 18-08-2023

CONTACT INFORMATION

SGT University, Gurugram

Represented by:


18/8/23
REGISTRAR

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Budhera, Gurugram

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SHERLOCK INSTITUTE OF FORENSIC SCIENCE, INDIA

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