



MEMORANDUM OF UNDERSTANDING

Between

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

AND

AKON SERVICES, SCIENTIFIC AND TECHNIAL CONSULTANCY, AKSHAR PARK, BHATAR ROAD, SURAT-395017, REGD. OFFICE: 176-B, 4/2, PASCHIM VIHAR COLONY, MOHAN ROAD, LUCKNOW-227107, INDIA (GST:09DBJPP1142M1ZA; PAN:DBJPP1142M) THROUGH ITS CHIEF EXECUTIVE OFFICER

Shree Guru Gobind Singh Tricentenary University (SGTU), Gurugram, India and Akon Services-Scientific and Technical Consultancy, , 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. 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 Akon Services-Scientific and Technical Consultancy:

Akon Services-Scientific and Technical Consultancy is an environmental consultancy firm which comprises of a team of talented professionals, who work in sync with clients ensuring that the defined work or assessment, survey or reporting is executed with high level of efficiency. Our proficient team consists of Environmentalists, Policy makers, Economist, Geologists, Chemists, Engineers, Safety Personnel Industrial hygienists, Technicians, Research Associates, Sociologists, Legal Advisors and others with expertise in various key areas. The personnel with Akone has a proven successful track record of working with industry and institutions and in executing multi-faceted projects funded by organizations like World Bank, Asian Bank, MoEFCC, SEAC/SEIAA, amongst others

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 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:

- 1. Arranging industrial training for students and identify student project work, summer training, final year dissertation etc.
- 2. Utilizing the services of Akon Services-Scientific and Technical Consultancy professionals as visiting faculty or adjunct faculty for short or long period.
- 3. Deputation of University faculty to Akon Services-Scientific and Technical Consultancy to gain industrial experience and work on mutually agreed projects.
- 4. Guest lectures on mutually agreed terms by Akon Services-Scientific and Technical Consultancy Scientists /professionals.
- 5. Joint programmes in Research and Development including exchange of publications and reports.
- 6. Training programmes for students.
- 7. Inhouse and outhouse workshops for students.
- Career guidance and career path advice for associated students.
- 8. To provide Special pricing quote for university association to use services of Akon Services-Scientific and Technical Consultancy such as Internships, Workshops, Special Training, Career guidance and many more.

Intellectual & Technical Property Rights

In the course of collaboration between SGTU and Akon Services-Scientific and Technical Consultancy, 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 Akon Services-Scientific and Technical Consultancy 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.

For the purposes of this memorandum of agreement encompassing specific programs between SGTU and Akon Services-Scientific and Technical Consultancy it is understood and agreed that neither party shall be liable for any negligent of 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 Akon Services-Scientific and Technical Consultancy and shall be effective as of the date last written below.

The present agreement will be legally binding pending approval by appropriate authorities of SGT University and Akon Services-Scientific and Technical Consultancy.

No Financial Commitment Clause

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

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 parities) 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

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.

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CONTACT INFORMATION

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