



Koshambi
FOUNDATION

Finding The Ways That You Can Be Success!

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on 16th of October 2023, by and between

SHREE GURU GOBIND SINGH TRICENTENARY UNIVERSITY (SGT) GURUGRAM-BADLI ROAD CHANDU, BUDHERA, GURUGRAM, HARYANA, INDIA (hereinafter referred to as "University") through its REGISTRAR (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

KOSHAMBI FOUNDATION, AGRA, INDIA (hereinafter referred to as "Foundation") through its NATIONAL PRESIDENT & CHAIRMAN (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)

1. Preamble


Internal Quality Assurance Cell (IQAC) of Shree Guru Gobind Singh Tricentenary University (SGTU), Gurugram, India, and Koshambi Foundation, India, wish to establish cooperative relations between the two institutions, especially to develop 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, the seeds for magnificent growth were sown way back in 2002 with the establishment of SGT Dental College.


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Budhera, Gurugram




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(Chairman)
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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 a great sense of esthetics, a learning stimulating environment. The futuristic curriculum is specially designed to cater to the needs of the present era & also prepare the students on application fronts in working as a team with ethical, moral & professional liabilities. SGTU believes in the 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 Koshambi Foundation

Koshambi Foundation, a non-profit organization registered under the Indian Trust Act (Reg. No. KF-II/262/2019-20) committed to empowering and transforming the lives of underprivileged individuals through education and skill development initiatives.

Step into the vibrant world of the Koshambi Foundation, a beacon of hope and transformation that was born amidst the enchanting beauty of Agra, the City of Taj, in May 2019 and is working across all over India. As a Non-Profit Based Organization, Koshambi foundation is passionately committed to the holistic development of the beloved country. The headquarters are nestled in the heart of Agra, and branches spread across India serve as a hub of inspiration and innovation.

Driven by an unyielding motive to uplift our nation, it traverses various segments with resolute determination. From pioneering Research and Development (R&D) to spearheading advancements in the Education Sector, Health & Medical Sector, Agriculture Sector, Rural Development, Environmental Sustainability, History & Culture, Research & Innovation, Social Empowerment, Advocacy, and Human Rights, Youth Development, Koshambi Foundation is leaving no stone unturned in the pursuit of progress. Overall, the Koshambi Foundation works in Multidisciplinary Sectors.

Harnessing the power of collaboration, the Koshambi Foundation works hand in hand with diverse stakeholders, be it NGOs, other foundations, Universities, Institutions, Hospitals, the government, or corporates, to promote sweeping social and political change. It understands that collective effort is the cornerstone of a thriving society, empowering communities and fostering active citizen participation. Its core values, steeped in moral integrity, guide them as they navigate the path to our country's growth and development.


For more and complete details, kindly visit our official website www.koshambifoundation.org

2. Scope of Cooperation

The areas of cooperation include, subject to mutual consent, programs offered by both bodies as felt desirable and feasible on either side or that both sides contribute to fostering and developing the cooperative relationships between the two bodies. 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 bodies. Upon reaching an 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.


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3. General Areas of Cooperation

Assistance shall be carried out subject to the advance written approval through such activities or programs as:

1. Curriculum Development
2. Professional development
3. Research Collaborations as per the approval of the ethical committee of the respective institutions.
4. Co-organizing national/ international seminars and Events
5. Continuing Education

4. Boarding and lodging during faculty and student exchange

The host body will be responsible for the accommodation and local travel of the visiting faculty members and students at the campus at a minimal cost. But if the visitors so desire, they can arrange their own accommodation by bearing the applicable cost, and the parent institution will be responsible for the same.

5. Intellectual & Technical Property Rights

In the course of collaboration between SHREE GURU GOBIND SINGH TRICENTENARY UNIVERSITY (SGTU), GURUGRAM, INDIA and KOSHAMBI FOUNDATION, 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 rights, or other means) accruing from joint collaboration between SHREE GURU GOBIND SINGH TRICENTENARY UNIVERSITY (SGTU), GURUGRAM, INDIA and KOSHAMBI FOUNDATION, 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.

6. 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


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relationship between the parties for any reason.

7. 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 30 days written notice 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.

8. Limitation of Liability

For the purposes of this memorandum of agreement encompassing specific programs between SHREE GURU GOBIND SINGH TRICENTENARY UNIVERSITY (SGTU), GURUGRAM, INDIA, and KOSHAMBI FOUNDATION, 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 agreement shall be binding upon signing by authorized individuals of SHREE GURU GOBIND SINGH TRICENTENARY UNIVERSITY (SGTU), GURUGRAM, INDIA, and KOSHAMBI FOUNDATION, INDIA, and shall be effective as of the date last written below.

9. 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 the Article shall survive the term/termination of this MOU. Each party shall bear its own cost of the arbitration.

10. 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.

11. 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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12. 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 contractor 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.

13. No Financial Commitment Clause

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

IN THE WITNESS WHEREOF the parties hereunto have set and subscribed their respective hands and seal the say in the year first herein above written.

CONTACT INFORMATION

SGT University, Gurugram

Represented by:

 **Registrar**
SGT University
Budhera, Gurugram

REGISTRAR

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KOSHAMBI FOUNDATION INDIA

Represented by:

 **President**
(Chairman)
Koshambi Foundation

National President & Chairman

KOSHAMBI FOUNDATION, INDIA

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