

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on 22nd March 2024, by and between

Shree Guru Gobind Singh Tricentenary University, [hereinafter referred to as "SGT University"] located at Chandu, Budhera, Gurugram, Haryana, represented by Dr Joginder Yadav, Registrar, SGT University.

SGT 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.

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.

AND

German Varsity for Advanced Studies, Aachen, Germany (registered as GC GEMS GmbH), Germany represented by its Managing Director "Mr. VVN Raju" now on referred as "GV."

German Varsity is an esteemed body promoting quality education practices from Germany to other parts of the world. It has vast experience in education policies, methodologies, and adaptation of education models in the International context. Germany Varsity and its sister organizations hold exclusive associations with good-ranking German public universities to extend the services to international universities and develop the appropriate academic models by understanding the home university's needs.

WHEREAS,

This Memorandum of Understanding is to facilitate the process of offering academic and research activities by GV in collaboration with the selected University and Industry experts from Germany and Abroad.

SGT University has expressed interest in partnering with GV to take up the GV offerings to its engineering and management students.


Registrar
SGT University
Budhera, Gurugram



NOW, THEREFORE, the Parties hereto, in consideration of the mutual covenants contained herein, agree as follows:

1. DEFINITIONS

- 1.1. In this MOU, except to the extent expressly provided otherwise:
- 1.2. "MOU" means this Memorandum of Understanding, including any Exhibits, Annexures and any amendments to this MOU from time to time.
- 1.3. "Effective Date" means the date of execution of this MOU;

2. SCOPE OF MOU

- 2.1. International Placement Linked MS Programs
- 2.2. Short/Long Term Internships
- 2.3. Semester Exchange Programs to Germany/Europe
- 2.4. Apprenticeships
- 2.5. Project Exchange Programs
- 2.6. Dual Degree Programs
- 2.7. Credit based Certification - Virtual Programs
- 2.8. Industry Sponsored Job Linked MS programs

The Entire scope of the MOU can be taken up in phases, and this MOU will facilitate further discussion with German Varsity for specific progress regarding each scope of MOU. Upon reaching agreement on specific activities, the parties shall document their understanding of the specific terms of each activity in a written agreement to be signed by both parties.

3. WHEREAS:

- 3.1 "GV" having specialization in Certification Programs, Industry Sponsored Job Linked MS programs, Short/Long Term internships & other Career opportunities linked offerings.
- 3.2 SGT University offers the bachelor's and Masters in Engineering and Management.

4. TERMS OF AGREEMENT:

- 4.1 This MOU shall come into force upon the Effective Date.
- 4.2 This Memorandum of Understanding (MOU) will remain effective for 2 years from the date of signing.
- 4.3 This MOU will be reviewed periodically between both the parties and their representatives to record the working and for further proceedings.

5. TERMINATION:

- 5.1. Either party may terminate this MOU by giving notice to the other Party not less than 180 days written notice of termination, expiring at the end of any calendar month, OR after the end of the Minimum Term.
- 5.2. Either party may terminate this MOU immediately by giving written notice termination to the other party if the other party:
 - 5.2.1. Is dissolved;
 - 5.2.2. Ceases to conduct all (or substantially all) of its business;

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- 5.2.3. Is or becomes unable to pay its debts as they fall due;
- 5.2.4. Is or becomes insolvent or is declared insolvent; or
- 5.2.5. Convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
- 5.2.6. An administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
- 5.2.7. An order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganization where the resulting entity will assume all the obligations of the other party under this MOU).

However, the students already studying in Germany under the MOU will continue pursuing their program until its completion.

6. **CONFIDENTIALITY:**

Both the parties acknowledge that all material and information supplied by either of the party which has or will come into their possession or knowledge in connection with its performance hereunder is to be considered confidential and proprietary information (the "Confidential Information") and shall not be disclosed to third party without prior written consent of any other party. However, the Confidential Information is being provided under this MOU "as is" and without any representation or warranty of any kind, either express or implied, regarding the accuracy, completeness, or other quality of the confidential information. In no event shall either party or its affiliates or any of their respective directors, officers, employees, agents, or representatives have any liability to the other party relating to or arising out of any use of the Confidential Information in accordance with this Agreement.

7. **NOTICES:**

All notices and other communications required or permitted hereunder or necessary or convenient in connection herewith shall be in writing and shall be deemed to have been given when mailed by certified or registered mail, postage prepaid, or by commercial overnight delivery service addressed as follows.

If to GERMAN VARSITY:

Kind Attention:

Communication Address India: Fourth Floor, Green Wood Plaza, Block B, Greenwood City, Sector 45, Gurugram, Haryana 122003

If toSGT University:

Kind Attention:

Address:Budhera, Gurugram-Badli Road, Gurugram – 122505, Haryana



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SGT University
Budhera, Gurugram

Or to such other address as identified by a party to the other in writing.

8. AMENDMENT:

Any amendment or modification to this MOU shall be in writing and duly signed by authorized representatives of both Parties.

9. ENTIRE MOU

This MOU constitutes the entire MOU between parties as to the subject matter hereof and supersedes all prior understandings or MOUs, whether oral or written. This MOU may be modified only by written instrument signed by the parties hereto.

10. LIMITATION OF LIABILITY

For the purposes of this memorandum of agreement encompassing specific activities/programs between SGTU and GV 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.

11. 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 and in the event of a non-resolution the matter, the MOU shall stand terminated. However, both the Parties will meet any residual obligations in connection with the present MOU, notwithstanding its termination.

12. 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.

13. 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

14. ASSIGNABILITY

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



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15. NO FINANCIAL COMMITMENT CLAUSE:

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

16. EXECUTION

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the day and year first above written.

Date: DD-MM-2024

FOR SGT UNIVERSITY

FOR GERMAN VARSITY


Registrar
SGT University
Budhera, Gurugram
(Prof. (Dr.) Joginder Yadav)
Registrar



(Mr. VVN Raju)
Managing Director

AUTHORIZED SIGNATORY

AUTHORIZED SIGNATORY