

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on this 8th day of October 2021 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

NEW SHISHU KALYAN HIGH SCHOOL, CHANDU, GURUGRAM (HR)- 122505 (hereinafter referred to as "NSKPS") through its director AJIT SINGH (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)

University and NSKPS may each be referred to as a "Party" and together the "Parties".

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.

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. SGTU believes in overall holistic development of its students as well as the Faculty in every discipline, so that they can perform their responsibilities in the community in best manner.

About NSKPS

NEW SHISHU KALYAN HIGH SCHOOL is an Institute of General Education/ Inclusive Education. NSKPS is a state level voluntary organization which is dedicated for the welfare of mainstreaming children of the society and towards empowerment of equality and equity of society. It is rendering rehabilitative services to person with disabilities through a holistic approach of Inclusive education, Medical Care, Vocational Training, Child Guidance and Counselling, Day Care & Rehab. Centre for CWSN, Teacher Training Centre for Special Education and Self Employment.

Registrar
SGT University
Budhera, Gurugram

Scope of Cooperation:

Department of Special Education, Faculty of Behavioral Sciences and Faculty of Education of SGT University and NSKPS wish to exchange academic and clinical skill for the betterment of Special Population (which includes but not limited to children with special needs and people with disabilities) and to generate quality based Rehabilitation Professionals including Special Educators, ASLP and Clinical Psychology through Rehabilitation Council of India (RCI) approved programs in Special Education, ASLP and Clinical Psychologist.

General Area of Cooperation:

University shall provide all the Medical and Therapeutics services to the Special population of NSKPS as they have all types of special population under one roof and Professionals from University will get educational and clinical exposure from NSKPS. The main objective of this MOU is exchange of knowledge related to academic as well as clinical skills for special population.

Term and Termination of MOU:

It is hereby agreed that this MOU shall be at will and it may be terminated by either Party by giving the other Party 30 days' written notice.

Financial Commitment Clause

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

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.

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.

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.

Limitation of Liability:

For the purposes of this MOU, 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.

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

Governing Law, Jurisdiction and Dispute Resolution:

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.

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 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 Agreement. Each party shall bear its own cost of the arbitration.

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.

The MOU shall be binding upon signing by authorized individuals of SGTU and NSKPS and shall be effective as of the date first mentioned above.

On behalf of SGT UNIVERSITY

Signed: _____

Name: _____

Title: _____

Registrar
SGT University
Budhera, Gurugram

Dr. JOHINDER YADAV

REGISTRAR.

On behalf of NEW SHISHU KALYAN HIGH SCHOOL

Signed: _____

Name: _____

Title: _____

Principal
New Shishu Kalyan High School
Chandu (Gurugram)
Affiliated to CBSE

Mr. AJIT SINGH

Principal