

**SHARDA UNIVERSITY**

## MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding (herein referred as "MOU") is made and executed at Gautam Buddh Nagar, Uttar Pradesh, on this 16<sup>th</sup> (Thursday) day of February 2023.

### BETWEEN

Sharda University having its Campus at Knowledge, Park III, Greater Noida, Delhi NCR, (constituted under an act of State Legislature of Uttar Pradesh (Act 14 of 2009) through its authorized representative *Registrar*, Sharda University herein after referred to as "SU" (Which expression shall, unless repugnant to the context or meaning therefore, be administrators and/or assigns) of the **First Party**.

### AND

Km. Mayawati Government Girls P.G. College, located at Badalpur, Gautam Buddh Nagar, Uttar Pradesh, through its authorize representative Principal (Which expression shall, unless repugnant to the context or meaning therefore, be administrators and/or assigns) of the **Second Party**.

The parties are individually referred to as "**Party**" and collectively referred as "**Parties**";

### SHARDA UNIVERSITY, GRETER NOIDA

Sharda University is a leading educational institution based out of Greater Noida, Delhi NCR. A venture of the renowned Sharda Group of Institutions (SGI), The University has established itself as a high-quality education provider with prime focus on holistic learning and imbibing competitive abilities in students. The University is approved by UGC and prides itself in being the only multi-discipline campus in the NCR, spread over 63 acres and equipped with world class facilities. Sharda University promises to become one of India's & leading universities with an acknowledged reputation for excellence in research and teaching.

With its outstanding faculty, world class teaching standards, and innovative academic programmes, Sharda University intends to set a new benchmark in the Indian education system.

The University has been accredited Grade "A+" by the National Assessment and Accreditation Council (NAAC).

## **KM. MAYAWATI GOVERNMENT GIRLS P.G. COLLEGE, BADALPUR**

Km. Mayawati Govt. Girls P.G. College is a top government college of U.P. based out of Badalpur, Greater Noida, Delhi NCR.

The college is spread in area of 1.7160 hectares of land made with robust construction for various academic purposes and green surroundings. The College campus has P.G. courses in ten subjects, B.Ed. as a professional course, B.Sc. B.com and M.Sc. in Zoology.

There are total of 19 classes for teaching U.G., P.G., B.Ed. and B.Voc classes have adequate size and have enough lighting, air ventilation and good ambiance. There are 12 labs. College has a modern and well-equipped multipurpose hall with digital podium, two LCD projectors and white screens of 150 sitting capacity with size of 2231.91 sq feet.

The college has been accredited Grade "B++ (CGPZ-2.91)" by the National Assessment and Accreditation Council (NAAC).

### **1. SCOPE OF COOPERATION**

The First Party and Second Party have mutually agreed to establish a dynamic teaching-learning environment, augment professional capabilities and research based knowledge and collaborative quality professional development programs.

The First Party, and The Second Party have agreed to the following terms and conditions in this present MOU: -

- i. Joint research project
- ii. Joint research activity
- iii. Ph.D. supervision
- iv. Joint project supervision
- v. Joint paper writing and publication, joint patent
- vi. Community connect and social activities
- vii. FDP in research methodology and other relevant areas.
- viii. Joint international and national seminars, workshops, conferences, guest lectures/course content delivery.
- ix. Joint exhibitions, symposium and joint surveys for research work.
- x. Joint events on career guidance.
- xi. Cultural and extra-curricular activities, sports activities.



- xii. Organization of events, sport stadium and auditorium of both the parties as per need and availability on the prescribed terms and conditions.
- xiii. Training for paramedical, tourism and hospitality students
- xiv. Conduct faculty and students exchange programs

Both the parties to this MOU has mutually consented to bear their responsibilities within the purview of the aforesaid scope and cooperation in their joint and individual capacity.

## **2. FINANCIAL OBLIGATION**

Both the parties acknowledge that all the specific financial arrangements proposed must be negotiated and will depend upon the mutually agreed terms in between the parties.

## **3. USE OF LOGO'S**

The parties mutually agreed and consented for using the Name and logo of the "First Party" (Sharda University) and Second party (KMGGPGC) on all the creatives of the FDP- i.e. Poster, Brochure etc. likewise, Image of The "First Party" (Sharda University) and Second party (KMGGPGC) on the Creatives and Name(s), Affiliation and contact details of the representatives of the First Party (Sharda University) and Second party (KMGGPGC) as part of the Organizing Committee/ Board the same is clearly understood / agreed / consented that it shall be confined only for this project and within the affixed time period. Apart from that the logo's or any creative symbol/ sign possessing IPR rights of the First Party shall not be used by the Second Party and vice versa in any manner, any violation of the same shall be consider as the breach of the confidentiality clause.

## **4. AMENDMENT**

The parties through this present MOU has clearly agreed that the work plans and programs may be modified and supplemented by mutual consent of the Parties, and in view of this amendment/ modification and annexures, to this present MOU which forms the integral part of this MOU, has legal force which is subject to be done in written form and signed by authorized signatories of the Parties.

## **5. TERM**

- i. This MOU starts on the date of the last signature and will continue for three (3) year and may be further extended after mutual understanding amongst the parties.
- ii. Either party can terminate this MoU by giving at least 30 days' written notice to the other Party.

## 6. CONFIDENTIAL INFORMATION & INTELLECTUAL PROPERTY RIGHTS:-

The Parties will use reasonable efforts to cause its respective agents, employees, and representatives to minimize distribution and duplication and prevent unauthorized disclosure of the Confidential Information of the other party. Each Party shall maintain all of the other Party's confidential Information in strict confidence and in a secure environment and shall protect such information with the same degree of care that such Party exercises with its own confidential information. Except as provided in this MOU, no Party shall use or disclose any confidential information of the other Party without the express prior written consent of the other Party.

If the Receiving Party is required to disclose the confidential information, in lieu of and as a part of a judicial process, government investigation, legal proceeding, or other similar process, the Receiving Party will give prior written notice of such requirement to the disclosing Party.

All rights pertaining to any intellectual property generated / created / invented in the due course of the project, will be the joint property of the First Party and the Second Party. Terms and conditions regarding transferring / assigning / selling these rights shall be governed by a separate written and agreed to document, if required.


## 7. FORCE MAJEURE AND NATURAL CALAMITY

For the purposes of this MOU, force majeure shall mean and include an Act of God (including but not limited to flood, earthquake, typhoon, epidemic or other natural calamity) war or armed conflict or the serious threat of the same (including but not limited to prohibition or restriction of importation or exportation) or any other cause beyond the reasonable control of the Parties hereto including but not limited to industrial relation problem involving government/quasi government organization /banks/ transportation / Associations / others public bodies. In case of force-majeure, the parties shall inform the second party about the liabilities to be carried out by them, and are free from them after the receiving an MOU of force-majeure acceptance and it shall be base for the expiration of the corresponding part or as a whole of the MOU. Documents confirming the condition of force-majeure will be required for submission during the negotiation process, and Parties shall mutually consult each other to decide the course of action to be adopted.

## 8. Administration and General Provisions

Despite the statements and obligations expressed herein, this MOU is a nonbinding expression of the current intentions of the Parties, and neither Party will incur nor be bound to any legal obligations or expense hereunder to the other Party until and unless definitive MOU have been negotiated, approved by the necessary management levels of each Party and executed and delivered by authorized representatives of both Parties.

IN WITNESS whereof the Parties have set their hands to this MOU the day and year first written above:

  
Sharda University  
Signature of authorised person  
Plot No. 32,34, Knowledge Park-III  
Greater Noida - 201310

Designation:- Registrar

**Name:- Vivek Kumar Gupta**

Date 16-2-2023

  
Km. Mayawati Govt. Girls P.G. College  
Signature of authorised person

Designation:- Principal

**Name:- Prof. Divya Nath**

Date: 16-02-2023