(23)

MEMORANDUM OF UNDERSTANDING

GERMAN VARSITY™
FOR ADVANCED STUDIES

German Varsity for Advanced Studies,

Aachen, Germany

And

K. R. MANGALAM UNIVERSITY

Sohna Road, Gurugram (Haryana)-122103

On

Collaboration towards Higher Education, Employment Linkages and Other Academic Programs

Date: 12.12.2023 |Delhi| India

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (herein after referred as 'MOU') is made and entered into on this 12th day of December 2023, by and between **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 the quality education practices from Germany to other parts of world. It has vast experience of education policies, methodologies, and adaptation of education models at the International context. Germany Varsity and its sister organizations hold exclusive associations with good-ranking German Public Universities in order to extend the services to International Universities and also developing the appropriate academic models by understanding the home university needs.

AND

K. R Mangalam University, Sohna Road, Gurugram, Haryana-122103 (India) (hereinafter called KRMU which expression shall where the context so admits, include its successors and permitted assigns). K. R Mangalam University is established under the Haryana Private Universities Act 2006 (Amended 08 of 2013) and under section 2(f) of UGC Act, 1956 wherein empowered to award degrees, as specified under section 22 of the UGC Act, 1956. The University is signing MOU through its **Registrar**, presently **Dr. Udayprakash Raghunath Singh** duly authorized to enter into and sign an MOU on behalf of **K.R. Mangalam University**, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns of the Second Part.

WHEREAS,

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

K. R Mangalam University has expressed interest in partnering with GV to take up the GV offerings to all the School of studies at K. R Mangalam University.

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

Registrar
K.R. Mangalam University
Sohna Road, Gurgaon
Haryana - 122103

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

2.9. Faculty Exchange and Development programs

The Entire scope of 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.

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 **K. R Mangalam University** offers the bachelors, Masters and Research in all the School of studies at K. R Mangalam University.

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.

Registrar
K.R. Mangalam University
Sohna Road, Gurgaon
Haryana

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 of termination to the other party if:

5.2.1. The other party:

5.2.2. Is dissolved;

5.2.3. Ceases to conduct all (or substantially all) of its business;

5.2.4. Is or becomes unable to pay its debts as they fall due;

5.2.5. Is or becomes insolvent or is declared insolvent; or

5.2.6. Convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;

5.2.7. An administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;

5.2.8. 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); or

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 or 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 other party relating to or arising out of any use of the Confidential Information in accordance with this Agreement.

Registrar
K.R. Mangalam University
Sohna Road, Gurgaon
Har... 122103

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 to K. R. Mangalam University:

Kind Attention:

Address: Sohna Road, Gurugram, Haryana-122103 (India)

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 be written instrument signed by the parties hereto.

10. **EXECUTION**

This Memorandum of Understanding is prepared in two duplicate copies; each party will hold one original duly signed.

Registrar
K.R. Mangalam University
Sohna Road, Gurgaon
Haryana - 122103

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

FOR K. R MANGALAM UNIVERSITY
AUTHORIZED SIGNATORY

Dr. Udayprakash Raghunath Singh
Registrar

Registrar
K.R. Mangalam University
Sohna Road, Gurgaon
Haryana - 122103

1. WITNESS _____
(Signature, Name, Designation)

Dr Seema Raj
Associate Dean Research Grant.

2. WITNESS _____
(Signature, Name, Designation)

Dr. Meenakshi Gujral
Associate Professor, SOMC

FOR GERMAN VARSITY
AUTHORIZED SIGNATORY

Mr. VVN Raju
Managing Director

German Varsity for Advanced Studies
GERMAN VARSITY
Vaalser Strasse 460 Aachen, Germany

1. WITNESS _____
(Signature, Name, Designation)

Manohapaka
CEO, IES

2. WITNESS Deepak
(Signature, Name, Designation)

Deepak Bam
Program Manager, IES