36

MEMORANDUM OF UNDERSTANDING

between

The Institute of Company Secretaries of India
New Delhi

and

K. R. Mangalam University, Gurugram, Haryana

सत्यमेव जयते

INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp

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This Memorandum of Understanding (MoU) arrived at this 8th Day of February, 2022

Between

THE INSTITUTE OF COMPANY SECRETARIES OF INDIA (ICSI), a Statutory Body constituted under an Act of Parliament i.e., The Company Secretaries Act, 1980 (No. 56 of 1980), having its headquarters at 'ICSI HOUSE,' 22, Institutional Area, Lodi Road, New Delhi-110003, represented through **CS Devendra V. Deshpande, President, The ICSI**, (Which term

For and behalf of ICSI
CS Devendra V. Deshpande
President,
ICSI, New Delhi

The Institute of Company Secretaries of India ★ C-36, NOIDA ★

For and behalf of K. R. Mangalam University
Gp. Capt. P. Mahajan
Registrar,
K. R. Mangalam University, Gurugram

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1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

or expression unless repugnant to the context or meaning thereof shall be deemed to include its successors and permitted assigns) hereinafter referred to as the "**ICSI**", of the **"FIRST PARTY".**

And

K. R. Mangalam University, Gurugram having its registered office at Sohna Rd, Sohna Rural, Haryana 122103 represented through **Gp. Capt. P. Mahajan, Registrar, K. R. Mangalam University, Gurugram, Haryana**, (Which term or expression unless repugnant to the context or meaning thereof shall be deemed to include its successors and permitted assigns) hereinafter referred to as the **"KRMU"**, of the **"SECOND PARTY".**

The **"ICSI"** and the **"KRMU"** are hereinafter, collectively referred to as the 'PARTIES' and individually as a 'PARTY'.

WHEREAS:

I. **THE INSTITUTE OF COMPANY SECRETARIES OF INDIA (ICSI)** is the only recognized professional body in India to develop and regulate the profession of Company Secretaries in India.

II The University **K. R. Mangalam University (KRMU)** is a private university located in Sohna Rd, Sohna Rural, Haryana 122103, India. It was established in 2013 by the K R Mangalam Group through The Haryana Private Universities Act, 2013. K. R. Mangalam University is approved by University Grants Commission (UGC) and is competent to award degrees as specified by UGC under section 22 of UGC Act, 1956.

III. The Parties have appreciated each other's objectives in promoting Excellence inter alia in common areas of interest, imparting knowledge and skills required to operate in the areas of Academic, Research and Training and are desirous of putting the broad terms of the intentions into a Memorandum of Understanding (MOU) for the areas identified for co-operation and commit to co-operate to the fullest extent by mutual understanding.

IV. This MoU is subject to the approval of the respective Statutory Authorities of the parties hereto and subject to changes as may be desired.

V. The implementation and/or conduct of a programmes, courses or activities as specified in this MOU shall be negotiated and determined mutually by the parties vide separate additional agreement or document to be signed by both parties.

VI. The autonomy of each party shall not be diminished, nor constraints be imposed on to carry out the MoU.

For and behalf of ICSI
CS Devendra V. Deshpande
President,
ICSI, New Delhi

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Registrar,
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VII. The development and implementation of specific forms of cooperation based on this MoU will be separately established/ decided between parties and outlined in executive protocols, specifying the nature of joint activities, financial and other arrangements.

NOW THE MEMORANDUM OF UNDERSTANDING WITNESSES AS FOLLOWS:

VIII. Both the Parties have hereto identified the following areas where they agree to mutually cooperate to the fullest extent:

a. **KRMU,** subject to statutory stipulations, will accord its necessary recognition to Company Secretary Qualification as equivalent to Post Graduate Degree for the purpose of admission to Ph.D. in Management/ Commerce and allied Programmes of the University, in accordance with University Grants Commission Public Notice D. O. No 9-35/2016 (CPP – II) dated 15 April, 2021 Clarifying that 'CA/CS/ICWA qualification be considered equivalent to PG degree.

b. **KRMU** on its part may nominate ICSI Members for Academic Council or other bodies of Colleges / University as it deem appropriate.

c. **KRMU** on its part would share the expertise of its Faculty Members as mutually desirable by way of acting as resource persons for Training Programs or workshops organised by ICSI.

d. Jointly organise Workshops, Seminars, Continuing Education and Training programmes and similar Academic Programmes for Practicing Professionals, Corporate Executives & Faculty Members, Research Scholars and students of **KRMU** on themes of Topical and Professional interest on self-sustained basis.

e. Regular exchange of journals published by the parties hereto on a complimentary basis with liberty to reproduce in each other's publications, such portion or portions, which may be of interest, subject to acknowledging the source and under intimation to the other party.

f. Exchange of Faculty Members as may be mutually agreed subject to convenience of the parties hereto

g. Regularly exchange case studies, research publications and other academic and research inputs.

h. Undertake joint research projects which are mutually beneficial.

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CS Devendra V. Deshpande
President,
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Registrar,
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i. Reciprocate participation in National and International conferences organised by the parties hereto.

j. Extend help and Co-operation in developing Curriculum of Academic and Continuing Education Programmes, on such terms as may be mutually agreed to including Joint Meeting of Curriculum Development Committees/bodies.

k. Organise programmes jointly for Training of Trainers (ToT) for mutual benefit and advantage.

l. ICSI and KRMU would work jointly for Teacher Congruence by organising specialised programmes together.

m. ICSI at its discretion may co-opt Vice-Chancellor of the University (located in the same jurisdiction of the ICSI Chapter) as per its extant Chapter Management Guidelines, 2019 and other applicable Rules, Regulations and Guidelines.

n. Any other matter of mutual interest including sharing of facilities like infrastructure, library, reading room etc., as may be mutually agreed.

IX. ICSI Empanelment of faculties/trainer

The ICSI empanels faculties, resource persons and academicians for various training programs, Seminars, Classroom teaching, workshops, review of study material, content development, Research, ToT program etc. The faculties and resource persons of **KRMU** may get themselves empanelled with the Institute for imparting such training.

X. ICSI Library Scheme for Universities and Institutions

The ICSI is the premier body in Corporate Governance and research. It has got more than 200 own publications in various areas of corporate Governance, Company laws and Capital market. The ICSI may provide its own publications and also selected books of other publishing house free of cost to the **KRMU** for use of the students and members, to be kept in the library of the University as a knowledge sharing platforms.

XI. Participation in ICSI National and International Seminars and Workshops

The ICSI is the world's largest Institute in Corporate Governance and Compliance. Every year various seminars and workshops are organised across the country. The students and faculties of **KRMU** can participate in those seminars for updation of their knowledge and skills in various academic areas. The professors can also be invited for various academic and panel discussions.

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XII. Faculty Development Programmes

Faculty Development Programmes are an essential component in standardizing the Class room teaching all over the country. These programmes help the teachers in updating them with the student's expectation, Institution's expectation and proper penetration in imparting relevant areas of specialization. The members of the Institute could contribute in the faculty development program of the **KRMU** in the domain of commerce, Business economics, management and Law.

XIII. ICSI Counsellors

The Institute appoints ICSI Counsellors, in Districts / States / Region in India even in the Region/Area where ICSI Regional Councils and Chapters are located, for conducting Career Awareness Programmes creating awareness about the CS Course, Professional Opportunities and Training Requirements.

The ICSI counsellors are paid honorarium as applicable and recognized. Faculty members of **KRMU** may be appointed as ICSI counsellors.

XIV. Non-Binding Nature of the MoU

Nothing in this MoU shall be construed as creating any contract, partnership, agency or other legal relationship between the parties except confidentiality and IPR Clause. The acts/performance and actions taken by either party in furtherance of their respective activities of operation shall not bind the other except to the extent provided under this MoU. The acts performed and action taken by either party that do not fall under the MoU shall have binding effect

on the other to the extent they are reduced to writing and the prior consent of the other party is obtained. Also, the MoU does not restrain or preclude parties from entering into similar MoUs with any other organization during currency or the extended currency of this MoU.

That it is expressly understood & agreed between the parties to this MoU that the personnel(s) employed or hired or engaged (permanent/ regular/ casual/ contractual/ temporarily/daily wager or whatever be the status/name) by the **KRMU** directly or indirectly for the performance of the obligations under this MoU, shall not be employee of the ICSI for any purpose and none of such person of **KRMU** shall have any right to claim anything against the ICSI and same shall be applicable vice versa to ICSI.

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XV. Terms and Termination of the MOU

The MoU shall come into force immediately upon its signing by the parties. The MoU will be in force for an initial period of five (5) years. MoU may be extended further on the mutually agreed terms.

a) This MoU may be terminated by mutual consent of the parties before the aforesaid term of five (5) years.

b) This MoU can also be terminated by either of the parties by giving advance notice of three (3) months period without jeopardizing the ongoing collaborative undertakings.

c) The implementation and/or continuance of programmes or project established pursuant to this MoU prior to the effective date of termination shall not be affected by the termination of this MoU.

XVI. Indemnification

Each Party shall, at its own expense, defend, indemnify, and hold the other Party harmless for damages, liabilities, claims, losses, costs, demands, suits, actions, and reasonable expenses (including but not limited to reasonable attorneys' fees and settlement costs) (collectively, "Damages") arising out of or related to any third party suits or claims brought against the indemnified Party (i) arising out of or related to the indemnifying Party's violation of any applicable laws, IPR laws, Confidentiality clause, gross negligence, or wilful misconduct, or (ii) arising out of or related to any physical damage to property, or personal injury or death, caused by the indemnifying Party or any of its Affiliates, participants, officers, directors, and employees.

The indemnifying party shall be granted immediate and complete control of any claim of indemnity and the indemnified party shall not prejudice the indemnifying party's defence of the claim.

The indemnified party shall give the indemnifying party all reasonable assistance at the expense of the indemnifying party on such claim of indemnity.

XVII. Intellectual Property Right

ICSI has intellectual property rights i.e trademark logo /trade names / corporate signs / logos / software /proprietary information and know-how / or any other intellectual property of either Party shall be absolute property of such Party at all the times and neither Party shall use the others Party's intellectual Property either during the term of this MoU or after the expiry thereof without the prior written permission of the other Party.

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Registrar,
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XVIII. Force Majeure

The Party shall not be liable for any failure to perform, any of its obligations under this MoU if the performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues. Each party shall promptly inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution.

"Force Majeure Event" means an event which is beyond the reasonable control of the Parties concerned, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government.

XIX. Complete/ Entire Agreement:

This MoU constitutes the complete Agreement between the Parties and replace any written or oral Agreement or understanding with respect to the subject matter. Changes, amendments or interpretations of this MoU shall be valid only if they are in writing and signed by both parties, except that each Party may make a change of domicile or change of the name of the person to whom notice shall be sent with prior intimation to other party.

XX. Amendments

No change, alteration or modification of this MoU shall be valid, unless in writing and signed by both the Parties hereto.

XXI. Representations and Warranties

The Parties represent and warrant that they have relevant authority and permission under the applicable laws/ rules/ notifications or by virtue of the order/ instruction/ directive from the relevant authority to enter into this MoU.

XXII. Non-Waiver

Failure to exercise by either party of any right under this MOU in one or more instances shall not constitute a waiver of those rights in another instance. Such waiver by one Party of any of the rights established herein shall not be considered as a waiver of another right established herein. A provision or right under this MoU shall not be waived except in writing signed by the party granting the waiver, or varied except in writing signed by both the parties.

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XXIII. Severability

If any provision of this MoU is held invalid, unenforceable or illegal for any reason, this MoU will remain otherwise in full force apart from that provision(s) which shall be deemed deleted.

XXIV. Assignment & Sub-Letting

Neither party shall assign or sub-let any of its rights and obligations hereunder whether in whole or in part without the prior written consent of the other.

XXV. Notices

All notices notifications, request, consents and other communications required or permitted to be given to either party pursuant to this MoU shall be in writing and in English language. Notices shall be given by registered post/email (return receipt requested), facsimile against confirmed answerback or by personal delivery addressed as follows:

The Institute of Company Secretaries of India
ICSI House,
22, Institutional Area,
Lodi Road, New Delhi -110003

K. R. Mangalam University, Gurugram
Sohna Rd, Sohna Rural,
Haryana 122103

XXVI. Headings

The headings used in this MoU are for purposes of convenience only and shall not control the language or meaning of the provision following.

XXVII. Confidentiality

Both Parties agree to treat the contents of this MoU and any valuable information provided, developed, found or acquired in the process or performance of this MoU, as confidential and agree and undertake that the Parties shall not disclose the contents of the same to any third party without the prior consent of the other Party unless such information is required to be disclosed under the applicable law, or in pursuance of the order of a competent court, tribunal or other regulatory authority exercising valid jurisdiction. In such case of disclosure of confidential information, the disclosing party shall promptly notify the other party in writing of such disclosure.

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For purposes of this MoU, "Confidential Information" includes information that: (i) is sufficiently secret to derive economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use; and / or (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality.

Provided that upon the expiration, cancellation, or termination of this MoU, each party shall, upon the written request of the other party, return or destroy, to the satisfaction of the other Party, all Confidential Information, documents, manuals and other materials specified by the other Party.

XXVIII. Governing Law

The MoU shall be interpreted in accordance with and governed by the applicable laws in India.

XXIX. Authority

Each party represents and warrants to the other party that It has the necessary power to enter into and perform its respective obligations under this MOU, all actions, conditions, and things required to be taken, shall be fulfilled and done in order to enable them to lawfully enter into and perform their obligations under this MOU; and ensure that any breach of IPR, Confidentiality under this MOU shall be legally enforceable; the authorized signatory of each of the party executing this MOU is duly authorized to execute this MOU and execution by such authorized signatory shall bind the party.

The MOU between the ICSI and the **KRMU** is a non-exclusive agreement. The ICSI shall be free to enter into any such MOU / agreement with any other Party during currency or the extended currency of this MOU.

XXX. Dispute Resolution

It is hereby agreed by and between the parties that if any controversy, dispute or difference shall arise concerning construction, meaning, violation, termination, validity or nullity including without limitation the scope of any Clause or effect of this MoU or any part thereof, or of the respective rights or liabilities herein contained, the Parties shall make an attempt first to resolve the same by discussion or mediation. However, if the Parties hereto fail to resolve the controversy, dispute or difference amicably within 7 (seven) days of commencement of discussions, conciliation or mediation, then any Party shall upon expiry of such period of 15 (fifteen) days be entitled to refer such

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controversy, dispute or difference to be resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modifications on re-enactment thereof as in force. The language to be used in the mediation and in the arbitration shall be English. In any arbitration commenced pursuant to this clause, the sole arbitrator shall be appointed by the mutual consent of the parties as per the provisions of the Arbitration and Conciliation Act, 1996. The seat, or legal place, of arbitration shall be New Delhi, India. The cost of the Arbitration proceedings shall be shared equally by both the parties.

XXXI. Jurisdiction

All disputes arising out of or relating to the MoU shall be deemed to have arisen in New Delhi, India and only courts having jurisdiction over New Delhi, India shall determine the same.

Signed for and on behalf of

President
CS Devendra V. Deshpande
The Institute of Company Secretaries of India
ICSI House
22, Institutional Area
Lodi Road, New Delhi -110003

Registrar
Gp. Capt. P. Mahajan
K. R. Mangalam University, Gurugram
Sohna Rd, Sohna Rural, Haryana 122103

Witnesses
1. MANISH GUPTA
2. A K Srivastava

Witnesses
1. DR. PAWAN KUMAR
2. DR RAJAT GERA.

For any further info please Contact Us at:

New Delhi Office:	**Noida Office:**
The Institute of Company Secretaries of India ICSI HOUSE, 22 Institutional Area, Lodi Road, New Delhi – 110003, DELHI	The Institute of Company Secretaries of India ICSI HOUSE, C-36, Phase 2, Sector 62, Industrial Area Noida- 201309, Uttar Pradesh
Phone: 011-4534 1005	**Phone: .0120-4082161.**
University Address **K. R. Mangalam University, Gurugram** **Sohna Rd, Sohna Rural, Haryana 122103**	
Phone:	

Name – VC	Email ID – VC	Contact No -VC
Prog Dr. Dinesh Singh	chancellor@krmangalam.edu.in	8800697001
Name of PS to VC	Email ID of PS to VC	Contact No of PS to VC
Name – Registrar	Email ID – Registrar	Contact No – Registrar
Gp. Capt. Praveen Mahajan	registrar@krmangalam.edu.in	8800697002
Name of PS to Registrar	Email ID of PS to Registrar	Contact No of PS to Registrar
Any other Contact Person – Name	Any other Contact Person – Email ID	Any other Contact Person – Contact No
Ms. Manvi Aroroa Dy Registrar	Manvi.arora@krmangalam.edu.in	9871676767

THE INSTITUTE OF
Company Secretaries of India
भारतीय कम्पनी सचिव संस्थान
IN PURSUIT OF PROFESSIONAL EXCELLENCE
Statutory body under an Act of Parliament
(Under the jurisdiction of Ministry of Corporate Affairs)

Proposal for signing the MoU for Academic Collaboration with Universities and Academic institutions of national Importance.

Name of the RO/Chapter office:_____ Date : _____

Details of the Proposal

01	Name of the University Interested to sign MOU under the Scheme of ICSI academic collaboration and year of its establishment.	**K.R. MANGALAM UNIVERSITY**
02	Address of the University	**SOHNA ROAD, GURUGRAM, HARYANA, 122103**
03	Whether State/ Central/ Private University	**Private University**
04	Name of the Chancellor and Vice chancellor of the University and their contact number and e mail ID.	**Professor Dr Dinesh Singh** **Chancellor, KRMU** **contact number :8800697001** **e mail ID: chancellor @krmangalam.edu.in** **Professor Dr Pushplata Tripathi** **(Officiating Vice chancellor)** **contact number :9810534726** **e mail ID: vc@krmangalam.edu.in**
05	Name of the Registrar of the University and his contact number and e mail ID	**Gp. Capt. P. Mahajan** **Registrar, KRMU** **contact number :**

Mahajan

		8800697002 **e mail ID: registrar@krmangalam.edu.in**
06	Name of the Coordinator (other than VC and Registrar if any) of the University and his contact number and e mail ID	**Ms. Manvi Arora** **Deputy Registrar , KRMU** **contact number :9871676767** **e mail ID: manvi.arora@krmangalam.org**
07	Proposed date for signing of MoU :	**20.12.2021**
08	Does the University eligible for signature award and study centre scheme as per existing guideline of ICSI	**Yes**
09	Proposed signatory for signing of MoU from University	**Registrar, KRMU**
10	Status of NAAC Accreditation	**Applying**
11	MHRD NIRF Ranking of the university	**NIRF Rank 200-300,2021**
12	Any Other ranking or achievement of the University	**3rd Emerging Engineering University in India – Times Engineering Ranking Survey 2021** **4th Private Multidisciplinary University in North Zone (Delhi NCR) – The Week Hansa Research Survey 2021**
13	Should be minimum 10 years of establishment	**Established in 2013**
14	Number of departments in the University	**26**
15	Number of Faculties in the University	**123**
16	Number of Students in the University	**2340**
17	Area of the University in acres	**24.3**
18	Details of foreign collaboration (if any)	**Middlesex University**

Mahajan

19	Number of International faculty and students	**Nil**
20	Number of patents in the university	**07**
21	Number of Copyrights	**Nil**
22	Has the University become controversial due to any act of irregularities in the past (Yes/No)	**No**

Note : Copy of the Draft MoU duly filled in all respect on behalf of University need to be submitted along with the Proposal to the Directorate of Training, ICSI, New Delhi

Signature

Name of the ICSI Official:

Designation of the Official:

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