MEMORANDUM OF UNDERSTANDING (MOU)

Between

K.R. MANGALAM UNIVERSITY
EDUCATION FOR LIFE
(Recognized by UGC and a member of AIU)

K.R. MANGALAM UNIVERSITY
Sohna Road, Gurugram (Haryana)-122103

and

DEPUTY COMMISSIONER, GURUGRAM
Registered office:First Floor , Mini Secretariat,
Gurugram Pincode: 122001

DEPUTY COMMISSIONER GURUGRAM

Bond

Indian-Non Judicial Stamp
Haryana Government

Date : 01/02/2022

Certificate No. G0A2022B1880

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Stamp Duty Paid : ₹ 101
(Rs. Only)

Penalty : ₹ 0
(Rs. Zero Only)

Deponent

Name : K R Mangalam university
H.No/Floor : 0 Sector/Ward : 0 Landmark : Sohna gurugram road
City/Village : Sohna District : Gurugram State : Haryana
Phone : 89******77

Purpose : Affidavit **to be submitted at Concernd office**

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MEMORANDUM OF UNDERSTANDING (MoU)

This Memorandum of Understanding (hereinafter referred to as 'MoU') entered into on the 8th day of August, 2022, by and between

A. **Deputy Commissioner, Gurugram** having its registered office at First Floor, Mini Secretariat, Gurugram, Haryana 122001 (hereinafter referred to as **"DC GURUGRAM"** which term shall mean and include its successor's and permitted assigns)

AND

B. **KR Mangalam University**, Sohna Road, **Gurugram** - 122103 (Delhi NCR Region), a University 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, through its Registrar (hereinafter referred to as **"KRMU"** which term shall mean and include its successors and permitted assigns)

KRMU and DC GURUGRAM are collectively referred to as the "Parties" and individually as a "Party" as the context may require.

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WHEREAS

(a) The State Government of Haryana is in the process of improving the facilities available to citizens in villages across the state

(b) KRMU as an educational institution is committed to contribute towards the development of society

(c) KRMU as a part of its social responsibility efforts has agreed to provide pro-bono support and assistance as specifically described in this MoU to the DC Gurugram to support in the adoption of 5 villages in Gurugram.

(d) the Parties are entering into this non-exclusive MoU to set out the arrangement between the Parties herein

NOW, THEREFORE, THIS MOU WITNESSETH AS FOLLOWS:

1.0 Scope of MoU

(a) Background: As part of its efforts to enhance basic services in villages of district Gurugram, KRMU is willing to adopt 5 villages of the district – **Ghamroj, Garhi Bazidpur, Berka, Lakhuwas, Kharoda.**

(b) As a part of above initiative, the DC GURUGRAM has requested KRMU (and KRMU has agreed) to provide the following support to the DC GURUGRAM as pro-bono services (i.e., on a gratuitous basis):

1. Survey, data collection & preparation for smart villages
2. Cultivating the principle of 'Lets Rise Together' KR Mangalam University is aligning all the university activities in specific with Sustainable Development Goals and National Education Policy 2020. Whereby committed to work upon the areas in villages primarily are sensitization about health and hygiene, Gender Sensitization, Infrastructure development, employment generation activities, plantation, early childhood education and smart planning of these villages.
3. Training, teaching and research programs of University for village support & uplifitment through Government of India and Haryana State Programs.
4. Startups, innovative and entrepreneurship programs, for help in increasing employability of marginal farmers, weaker sections and SC-ST

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5. Health care, green development, development of Amrit Sarovars and use of technology for different type of work.

KRMU's role would be to provide team members who shall work under the guidance and supervision of the DC GURUGRAM and its representatives, to support them in the above activities.

2.0 Other Terms

i. Neither Party herein shall assign or transfer any of the rights or obligations set forth in this MOU without the prior written consent of the other party.

ii. This MOU does not create a partnership or joint venture between the parties hereto, or relationship of employer and employee or of principal and agent, neither party shall represent otherwise to a third party.

iii. KRMU is providing the support/services under this MoU on a gratuitous basis. KRMU shall not be liable losses, damages, claims, costs or expenses in respect thereof or in relation thereto, including for consequential, incidental, special or indirect damages or losses even if it has been appraised of the likelihood of such damages or losses. To the fullest extent not prohibited by law, the provisions of this clause shall apply regardless of the form of action, claim, liability, cost, expense, or loss whether in contract, statues or tort (including, without limitation, negligence) or otherwise. Both parties acknowledge and agree that by providing the support/services under this MoU, KRMU is not and shall not be deemed to be or construed as assuming any duty of care or liability to the public generally or any individual and therefore shall not responsible or liable in respect thereof.

iv. KRMU may subcontract any Services under this MOU to any other third party (Subcontractor). The relationship under this MOU is solely between KRMU and DC GURUGRAM. To the fullest extent possible under applicable law, no Subcontractor will have any liability to DC GURUGRAM and DC GURUGRAM will not bring any claim in any way in respect of or in connection with this MOU against any Subcontractor.

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v. Any provisions of this MOU which either expressly or by their nature extend beyond the expiration or termination of this MOU shall survive such expiration or termination.

vi. If any provision or part of this MOU is found by a court of competent jurisdiction such provision or part shall not affect the remainder of the MOU, but such unenforceable provision or part shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the Parties set forth herein.

vii. Both Parties represent and warrant that they are duly qualified to enter into this MOU and to perform the obligations set out in this MOU and have full authority and right to execute and deliver this MOU, to make the representations, warranties and covenants set out herein in accordance with the terms of this MOU, intending to be legally bound.

3.0 Validity

i. This MoU shall come into force as soon as it is signed by both Parties.

ii. The Parties agree that this MoU shall remain valid for a period of **60 months** from the effective date of the MoU unless terminated earlier on mutual agreement in writing.

iii. The Parties further agree that any decision to extend this MoU shall be on mutual agreement in writing.

iv. Either Party may terminate this MOU at any time with immediate effect upon giving written notice to the other Party, in the event of occurrence of force majeure where the nature and period of the force majeure is such that it is not in the interest of such Party to continue with the MOU and perform the obligations.

v. Either party without liability may terminate present arrangement with immediate effect upon written notice to the other party if either party determines that (a) a governmental, regulatory, or professional entity, or an entity having the force of law, has introduced a new, or modified an existing, law, rule, regulation, interpretation, or decision, the result of which would render either party's performance of any part of this MOU illegal or otherwise unlawful or in conflict with independence or professional rules, or (b) circumstances change such that KRMU performance of any

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part of this MOU would be illegal or otherwise unlawful or in conflict with independence or professional rules.

4.0 Law and Jurisdiction

This MOU will be governed exclusively by laws of India.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED AND DELIVERED THIS MOU AS OF THE DATE FIRST ABOVE WRITTEN AT 8TH DAY OF AUGUST 2022.

For and on behalf of
DC Gurugram of Haryana

DEPUTY COMMISSIONER GURUGRAM

Shri Nishant Kumar Yadav, IAS
DC Gurugram

For and on behalf of
KR Mangalam University

Mahajan

Gp. Capt. Praveen Mahajan
Registrar

Witness:

1. _____

(Signature, Name, Designation)

2. Deepak
DEO, HSCSRT

(Signature, Name, Designation)

1. Meena

(Signature, Name, Designation)
DEAN, School of Basic and Applied Science KRMU.

2. Taria Gupta

(Signature, Name, Designation)
Prof. Taria Gupta
Dean, School of Education (SoED)