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MEMORANDUM OF UNDERSTANDING (MOU)

Between

K.R. MANGALAM UNIVERSITY
THE COMPLETE WORLD OF EDUCATION

K.R. MANGALAM UNIVERSITY

Sohna Road, Gurugram (Haryana)-122103

And

SARASWATI FOUNDATION
Alwar (Raj.)

SARASWATI FOUNDATION

Chhitar Bhawan" Opp: Siddhi Vinayak Garden, Alwar Rd, Indira Colony, Bardod, Behror, Rajasthan 301020

MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding is executed on 4th of April 2025 at K.R. Mangalam University, Sohna Road, Gurugram, Haryana.

BETWEEN

K.R. Mangalam University, 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. The University is signing MOU through its **Registrar** presently **Dr. Rahul Sharma** duly authorized to enter into and sign an MOU on behalf of **School of Hotel Management and Catering Technology, K.R. Mangalam University** (hereinafter called "**K.R. Mangalam University**"), **PARTY OF THE FIRST PART**

AND

Saraswati Foundation is a non-profit NGO. We're a charitable organization that specializes in the **education** and empowerment of less-privileged children, youth and women through working with them at an individual level. The Foundation is signing MOU through its **Founder Director** presently **Mr. Vijay Kumar Saini** is duly authorized to enter the sign an **MOU** on behalf of **Saraswati Foundation**. Our nationally recognized programs include schools, remedial education, computer training, adult literacy, **skills training**, microfinance and social entrepreneurship Art & Culture, Eco tourism, Environment and natural resource management, Health & Nutrition, HIV/AIDS, Labour & Employment, Rural Development & Poverty Alleviation, Urban Development & Poverty Alleviation, etc.

1. SCOPE OF THIS MEMORANDUM OF UNDERSTANDING

The scope of collaboration on academic and Field Visit activities in this Memorandum of Understanding includes the following categories:

i. The School of Hotel Management and Catering Technology, K.R. Mangalam University, would have academic collaboration with Saraswati Foundation so our Hotel Management students can receive knowledge and relevant skills with respect to Wines and Spirits and earn Certification which will further help them in the industry through their trainer Mr. Mukesh Kumar.

ii. Students will prepare project reports based on the learning received from the master class and specialized workshops in the areas of Wines and Spirits. The students will undergo

For Registrar
K R Mangalam University
Sohna Road, Gurugram (Haryana)

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rigorous training in understanding different categories of Spirits and Wines and will be assessed on the same. They will also receive certificates for the same.

iii. The company would allow the university to use its Brand Logo and Name for the University Website and other promotional activities.

2. INDUSTRY COLLABORATION

(i) Each institution will nominate one of its members as its representative in charge of the cooperative programmer.

(ii) Procedures followed in any activity under MOU will be reviewed and approved by designated authorities of both parties.

(iii) Neither K.R. Mangalam University nor Saraswati Foundation will be held responsible for any liability to the party, and neither party shall be required to purchase any insurance against loss or damage to any property due to activities to which this agreement relates.

3. FACULTY COLLABORATION

(i) Pursuant to the agreement for skill delivery, K.R. Mangalam University and Saraswati Foundation will invite Industry partners to deliver guest lectures and field visits.

(ii) The scope and duration of the collaboration may be amended and/or extended through the joint agreement further with the consent and approval of both the parties.

4. CONTACT DETAILS AND PERSON:

For K.R. Mangalam University
Dr. Anjana Singh
Dean, SOHMCT
K.R. Mangalam University
Sohna Road, Gurugram
Haryana-122103
9999038349
Dean.sohmct@krmangalam.edu.in

For Saraswati Foundation
Mr. Mukesh Kumar
Hospitality and Liquor Trainer
Saraswati Foundation
Chhitar Bhawan,
Alwar Rd, Behror, Rajasthan - 301020
9810414985
saraswatifoundationbehror@gmail.com

5. FINANCIAL ARRANGEMENTS

The Parties acknowledge that in the absence of any specific agreement in writing to the contrary, each Party will be responsible for its costs and expenses in establishing and conducting programmes and activities contemplated under this MOU, including without limitation its own costs and expenses in travel and accommodation.

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6. GOVERNING LAW AND DISPUTE RESOLUTION:

Registrar
K R Mangalam University
Sohna Road, Gurugram (Haryana)

This Agreement shall be governed and construed in accordance with the laws of India. In relation to any legal action or proceedings arising out of or in connection with this Agreement, each Party hereto irrevocably submits to the jurisdiction of courts in Gurgaon, Haryana

A. ARBITRATION CLAUSE:

This MoU is a statement of intent of the parties to cooperate and it is not legally binding upon the parties under any circumstances whatsoever. This MoU will not create legally enforceable write, claim, interest, duty and obligation in favour of either party as against the other party.

B. DISPUTE RESOLUTION:

Any disputes arising out of or in connection with this MoU shall be resolved through mutual consultation and negotiation between the parties.

7. CONFIDENTIALITY:

The parties will enter into case-specific non-disclosure agreement to honour confidentiality of any sensitive/proprietary information which may be shared.

8. RELATIONSHIP:

The Parties herein are independent entities. This MoU does not create any agency, partnership, joint venture or any other business relationship between the Parties. The Parties shall not in any manner whether during the Term or at any time, thereafter, make any commitments on behalf of the other Party, without its prior written approval.

9. INTELLECTUAL PROPERTY RIGHTS:

Neither Party shall use the intellectual property rights owned by the other Party, its group companies, and the respective right holders (as the case may be), except for the purpose of this MOU and to the extent and in a manner as permitted by such Party in writing. Upon expiry or termination of this MOU, the Parties shall forthwith cease using the intellectual property as may be permitted by the other Party to use pursuant to this MOU and return all documents, materials etc. containing the said intellectual property.

10.USE OF NAME AND BRAND/ LOGO:

K.R. Mangalam University will not use the name or logo of Second party , nor of any member of Second party's staff, in any publicity, advertising, or news release without the prior written approval of an authorized representative of Second Party. Second Party will not use the name or logo of K.R. Mangalam University, or any employee of K.R. Mangalam University, in any publicity, advertising, or news release without the prior written approval of K.R. Mangalam University.

11.COMMENCEMENT, RENEWAL, TERMINATION AND AMENDMENT

This MoU will come into force upon affixing of the signatures of the representatives of the partner institutions and will remain in effect for one (1) year. This MoU may be renewed upon its expiry, with the agreement of both the partner institutions. Either party can cancel the MOU at any time, though a month's advance notification will be preferred.

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Registrar
K R Mangalam University
Sohna Road, Gurugram (Haryana)

This MoU or its renewal and the actions taken under it may be reviewed at any time. Modifications may be made by mutual agreement and any amendment or extension to the agreement may be formalized by the exchange of letters between the two parties. This MOU is not a legal document.

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this mutually binding Memorandum of Understanding as of the date written above.

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

This MOU is to become effective when both representatives of each institution have signed below, respectively.

For and on behalf of
K. R. Mangalam University

Registrar
K R Mangalam University
Sohna Road, Gurugram (Haryana)

Dr. Rahul Sharma
Registrar
K. R. Mangalam University
Gurugram (Haryana)-122103

Date: 09.04.2025

For and on behalf of
Saraswati Foundation

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Mr. Vijay Kumar Saini
Founder Director
Saraswati Foundation
Rajasthan- 301020

Date: 09.04.2025

WITNESSES:

1. _____
(Signature, Name Designation)

2. _____
(Signature, Name Designation)

1. **Mr. Mukesh Kumar**
Hospitality and Liquor Trainer

2. _____
(Signature, Name Designation)