

Memorandum of Understanding

Between



Teerthanker Mahaveer University

(Established under Govt. of U.P. Act. No. 30, 2008)

And



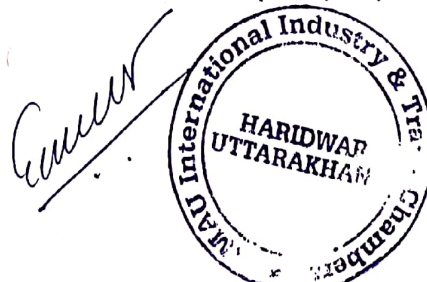
**SMAU INTERNATIONAL INDUSTRY & TRADE
CHAMBERS**

(PAN NO.-ABNCS3671G1Z4GST NO.-05ABNCS3671G1Z4
UDHYAM REGN NO.-UK-06-0048036)

This Memorandum of Understanding is being signed on June 20, 2025, between Teerthanker Mahaveer University.

Teerthanker Mahaveer University (TMU), Moradabad is State Private University established by Act No. 30 of 2008 of the Government of Uttar Pradesh and has been duly approved by University Grants Commission under Section 2 of UGC Act, 1956, situated at Delhi Road, NH-9 Moradabad-244001(U.P) (hereinafter referred as TMU) which term or expression, unless repugnant to the context thereof, shall mean and include its successor(s) assignee(s) through its duly authorized representative, Dean – Academics, Teerthanker Mahaveer University, Moradabad(U.P).

The University is accredited with NAAC A Grade and has to its credit ICAR accreditation, NBA (Computer Science & Engineering), and 12B status from UGC. The multi- disciplinary University offers career- oriented programmes at all levels i.e. Diploma, UG, PG and



Doctoral degrees across diverse streams namely, Medical, Dental, Pharmacy, Nursing, Paramedical Sciences, Physiotherapy, Physical Education, Management, Engineering, Law, Fine Arts, Jain Studies, and Agriculture to meet rising aspirations of the youth and are approved by the concerned regulatory and statutory bodies.

Sprawling across a vast campus of 140 acres, the University is envisioned to be internationally recognized as a premier institution of excellence, providing quality education, research, and consultancy services to the global society.

And

SMAU International Industry & Trade Chambers (SIATCH), an Association Registered under the Companies Act, 2013 (CIN No U94110DL2024NPL430670), with its Registered Office at Inder Puri, New Delhi- 110092, and corporate office at -SMAU Office, 4th Floor, Pentagon Mall, SIIDCUL, Haridwar, with expression shall repugnant to the extent of meaning thereof include its successor and permitted assignees.

The partners have entered into this MoU because they:

RECOGNIZE the mutual interest in the fields of research, training and development, consultancy, and dissemination of knowledge, and also

RECOGNIZE the importance of the industry role in promoting education in nearby rural areas and increasing contribution to the social development of the residents.

RECOGNIZE the importance of the Industry Partner within its field of expertise

The two institutions/bodies corporate will endeavor to cooperate as follows:

1- OBJECTIVES:-


This MoU aims to build a long-term relationship and to develop a healthy arrangement between both parties. Any collaborative programs, projects, or activities proposed under this MoU shall be subject to negotiation, agreement, and approval by and between the parties. The forms of these collaborative programs, projects, or activities may include, but are not limited to:



Industrial Projects.

Training for students and staff.

Convergence of Academic assets to Industrial applications.

The parties will work out a specific plan for any activity mentioned above and mutually discuss the detailed arrangement for collaboration. The terms and conditions for such activities as favorable funding, developers, and intellectual property will have to be specified in separate work-specific agreements.



2. ROLES AND RESPONSIBILITIES OF EACH PARTY

SIATCH & TMU will be responsible for the following areas:

1. Jointly organizing Conferences, Seminars, Workshops, Webinars, Value-Added Programs, Short Term Courses, Refresher Courses, Faculty development programs.
2. Workforce exchange program.
3. Technical Assistance.
4. Industrial visit, field projects, Internship.
5. Training and placement assistance.

SMAU International Industry & Trade Chambers (SIATCH) will be responsible for the following areas:

1. Training of students and staff with the latest trends in the industry
2. Deputing Commercial Projects to **TMU** (Affiliated to NPC, GOI).
3. Aiding Research students in terms of Guidance.
4. Consulting **TMU** in Commercial activities.
5. Consider students for campus placement in different areas like Actuary, Certified Insurer, Risk Assessment, and Data Analytics.

3. FINANCIAL AGREEMENT

The financial agreement for the co-operative activities undertaken within the framework of this MoU shall be mutually agreed upon by both parties on a case-by-case basis, subject to the availability of the funds and resources.

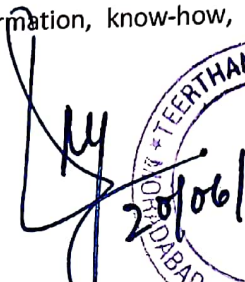

4. REPRESENTATION AND WARRANTY

Each party to this MoU represents that the execution and performance of this MoU is not contrary to any rule, law, status, internal policy, or any other such order or rule by which such party is bound.

5. PROTECTION OF INTELLECTUAL PROPERTY RIGHTS/OWNERSHIP

Each party will protect territory intellectual property rights of the other party in force in their respective geography, all copyrights, and design rights, rights relating to computer software or intellectual property rights of the document produced in support of any activity under this MoU shall remain with the party owning it.

Ownership of any intellectual property (including but not limited to confidential information, know-how, patents, copyrights, design rights, rights relating to computer











software, and any other industrial or intellectual property rights) developed during this MoU shall be decided through a separate project-specific agreement.

6. CONFIDENTIALITY

- A. Confidential information includes all communication of information disclosed in documentary or tangible form between the parties, including oral, written, and machine-readable form, pertaining to the above, which is indicated as confidential. In case of such information disclosed orally or visually, the disclosing party shall confirm in writing the fact and general nature of each disclosure within 30 days after it is made.
- B. Confidential information includes: Disclosed by, or on behalf of the Disclosing party to the receiving party, otherwise learned or ascertained by the receiving party from inspection and/or evolution of sample (s) identified by the disclosing party as confidential and provided to the receiving [party by or on behalf of the Disclosing party sample (s) and/or, otherwise learned or ascertained by the receiving party from the disclosing party.
- C. The receiving party will not disclose confidential information of the disclosing party to any other person and use at least the same degree of care to maintain the information confidential as receiving party uses in maintaining as confidential its own confidential information but always at least a reasonable degree of care, due diligence will be taken by both the parties in maintenance of confidential information.
- D. The receiving party will use the confidential information only for the above-mentioned purpose.
- E. The receiving party will restrict disclosure of the confidential information of the disclosing party solely to those employees, subsidiaries, parent, and affiliated companies of the receiving party having a need to know such information in order to accomplish the purpose stated above.
- F. This MoU imposes no obligation on the receiving party with respect to any portion of the confidential information received from the disclosing party, which:
 - a. Was known to the receiving party prior to disclosure by the disclosing party.
 - b. Is lawfully obtained by the receiving party from a third party under no obligation of confidentiality.
 - c. Is or becomes generally known or publicly available other than by unauthorized disclosure, or is independently developed by the receiving party.
 - d. Is the discloser be disclosing party to a third party without a duty of confidentiality to the third party.
 - e. Is required by law or decree.
- G. The confidential information shall remain the sole property of the disclosing party.


20/06/25


H. The obligation of non-disclosure shall remain the sole property of the disclosing party.

I. The obligation of non-disclosure of confidential information shall survive for 3 years after expiry/termination of this MoU.

7. SUSPENSION

Each party reserves the right, for reasons of national security, national interest, public order, or public health, to suspend temporarily either in whole or in part the implementation of this MoU.

The suspension shall take effect immediately after written notification has been given to the other party through a diplomatic channel.

8. REVISION, MODIFICATION, AND AMENDMENT

Either party may request in writing a revision, modification, or amendment of all or any part of this MoU. Any revision, modification, or amendment agreed to by the parties shall be reflected in writing and shall form part of this MoU. Such revision, modification, or amendment shall come into force on such date as may be determined by the parties.

9. SETTLEMENT OF DISPUTES

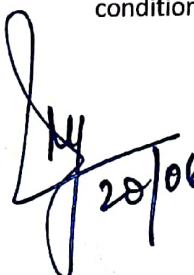

The MoU is not intended to create any legal obligation between the parties, any difference or dispute between the parties concerning the interpretation and/or implementation and/or applicable to the any of the provision of this MoU shall be settled amicably through mutual consultation and/or negotiation between the parties, without reference to any third party or international tribunal.


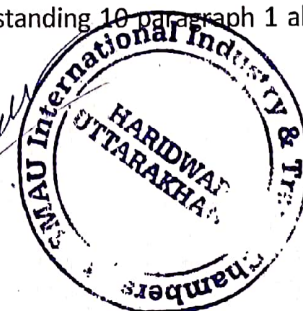
The MoU shall be governed and construed in accordance with the law of India. The parties agree to submit to the exclusive jurisdiction of the Haridwar Court in connection with any dispute between the parties under the MoU.

In case any dispute arises in implementing the MoU, these shall be resolved by mutual consultation.

10. EFFECTIVE DATE, DURATION, AND TERMINATION.

The MoU shall commence from the effective date and shall continue for **the period of 1 year** from the effective date (hereafter referred to as "Term"). Thereafter, both parties shall review the status of the co-operation and may extend the term on such conditions as mutually agreed upon. Notwithstanding 10 paragraph 1 above, either

party may terminate this MoU by notifying the other party in writing at least 6 months in advance of such termination.

Unless otherwise agreed upon by the parties, the termination of this MoU shall not affect the implementation of the ongoing activities and/or programs which have been agreed upon before the date of the termination of the MoU.

11. SINGLE POINT OF CONTACT (SPOC)

Each party shall designate the person or office to serve as liaison for implementing this MoU. The liaison/SOPC may change from time to time upon notice given to the other party in writing pursuant to this MoU. The SIATCH (SPOC) will be Mrs. Anshika Sharma and the initial liaison/single point of contact for TMU (SPOC) will be Dr. Dilip Dutt Varshney

12. INDEMNIFICATION

Both the party shall indemnify and keep other party indemnified and harmless against any and all claim, action, proceedings, by third party (including all cost, damage, expenses/losses) arising out of or in connection with this MoU due to breach of any act of negligence/omission or commission on part of such party and/or its employee, agent etc.

13. FORCE MAJEURE

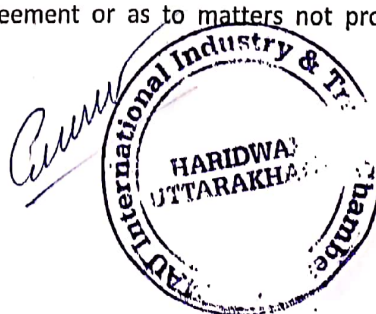
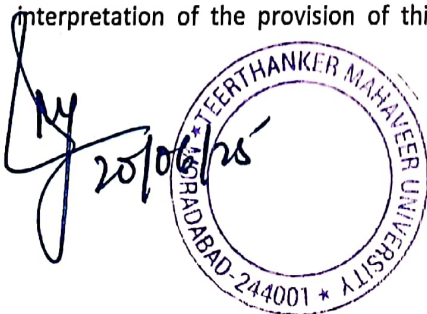
Neither party here to shall be liable for any failure to perform its obligation here under to the extent that performance has been delayed, hindered, or prevented by any circumstances beyond the reasonable control of that party, including without prejudice to the generality of the foregoing any act of the God, war, riot, civil commotion, strick, lock out or other form of industrial action or any form of government or supernatural authority intervention.

The affected party to be able to avail of this clause will be obliged to the other party of:

- (a) The occurrence of any such event of force majeure
- (b) Resume its responsibilities on the cessation of such force majeure event.

14. MISCELLANEOUS

Neither party shall use or publicize the MoU in such manner as to dispute with the other party and shall not make any statement relevant to this MoU which may reasonably be considered to be misleading. If any doubt arises as to the interpretation of the provision of this agreement or as to matters not provided



therein, the parties to this agreement shall consult with each other or in an instance and resolve such doubt in good faith.

In case of dispute or difference arising out of or in connection with this MoU, the same shall be settled through mutual discussion between TMU and SIIATCH.

In witness whereof, the parties hereto have signed and executed this MoU in the presence of each other and in the presence of attesting witnesses.

Teerthanker Mahaveer
University
(TMU)

Institution

Prof. (Dr.) Manjula Jain
Dean-Academics
Teerthanker Mahaveer University
Moradabad

Signed By Prof. (Dr.) Manjula Jain
Dean-Academics

Signed By

Signed By

Date

Official Stamp



SMAU International Industry
& Trade Chambers (SIIATCH)

Industry Partner

Signed By Dr. Harindra K. Garg -
Chairman- National Council

Signed By

Signed By

Date

Official Stamp

