

हरियाणा HARYANA

K 914956

### Memorandum of Understanding

This Memorandum of Understanding is herein executed on ...16....Day of July 2024 at Gurugram, Haryana.

Between

**School of Embryology and Assisted Reproductive Technology(SEART)** , a Trust registered under Indian Trust Act, 1882,(Trust Pan No.- AAETT1219N) having its registered office at 364/2 3<sup>rd</sup> Floor Kannu Arcade, Mehrauli Road, Sec 14, Gurugram, Haryana- 122001, Whereas SEART is reflected lawful tenant of the premises VPO-Sidhrwali, Behind Speedo-max company, NH-48, Delhi- Jaipur Highway, Gurugram, Haryana-122413. Vide Lease Deed GRN No. 119027291 Dated 16.07.2024. through its authorized Trustee Mr. Hitesh Kumar S/o Ramnaresh , VPO- Ujoli, Tehsil- Kotkasim, Dist.-Alwar, Rajasthan-301702.(Aadhar No.- 833331267512) (Pan No.- FZWPK30004E) in their meeting held on 16/07/2024 as part of the First Party.

And

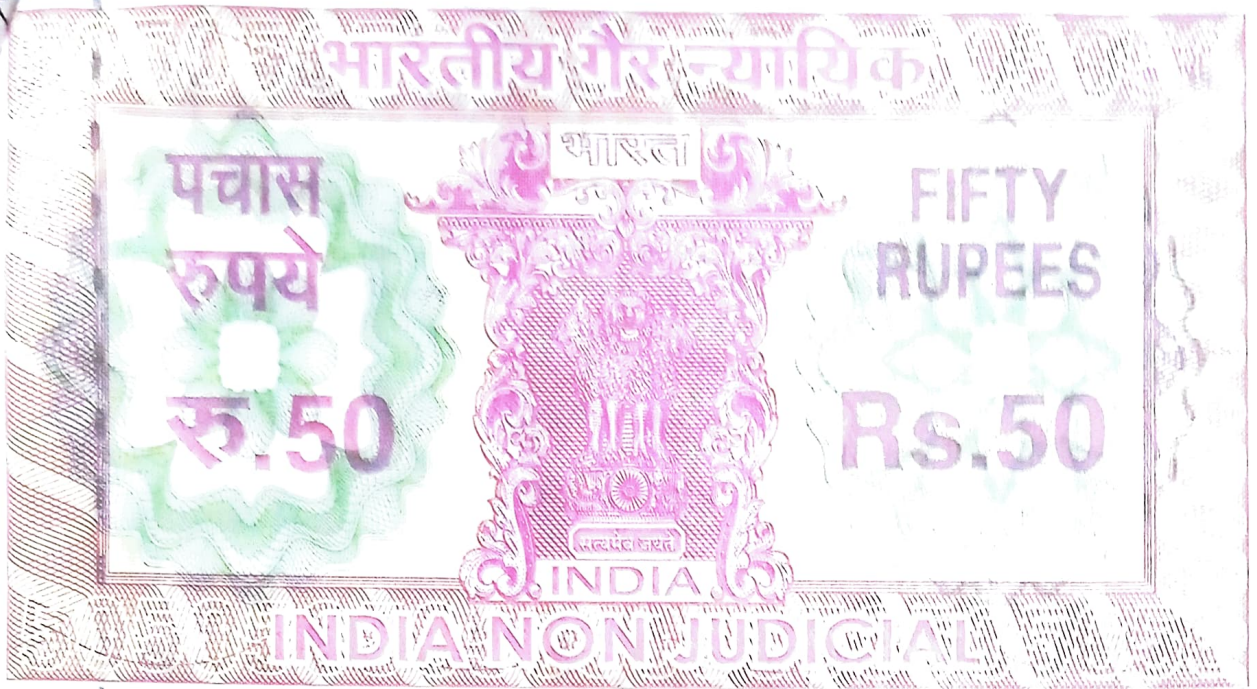
The **Gurugram University, Gurugram (GUG)** situated at present having address Nirvana Road, Mayfield Garden, Sector-51, Near Village Samaspur, Teshil Wazirabad, Distt. Gurugram, Haryana, is a Statutory Autonomus Body and has been established under Haryana University Act

3140 School of Embryology and Assisted Reproductive  
Technology (SEART) Trust

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16/07/2024

(R.R. VERMA)  
Stamp Vendor, Gurgaon  
LIC No. 2499-2024



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2017 and State Under Article 12 of Constitution of India, hence is governed by its own rules and regulations.

Now therefore, **First Party (SEART)** and **Second Party (GUG)** inspired by the common objectives to promote and accelerate the progress of research and training in various disciplines of Clinical Embryology have decided to enter into this MoU to promote cooperation in the field of medical education and research through:

Whereas the First Party is Running the institute SEART in name and style at the noted address and teaching in as follow: -

1. Master of Science in Clinical Embryology (M.sc)- 60 Seats
2. B.Sc. + M.Sc. in Clinical Embryology (Integrated)- 30 Seats
3. PG Diploma in Clinical Embryology (PGDCE)- 10 Seats
4. Diploma (Fellowship) in Clinical ART (FCA)- 10 Seats

Total-110 Seats

**Scope & Term of Interaction: -**

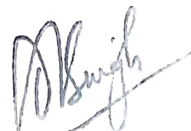
This MOU details the modalities and general conditions regarding collaboration between First Party and Second Party for enhancing, within the country, the availability of highly qualified man power in the **IVF and Clinical Embryology** Sector without any prejudice to prevailing rules

and regulations in **Gururam University, Gurugram** and **SEART** and without any disregard to any mechanism evolved and approved by competent authorities in so far as such mechanism applies to **Gurugram University, Gurugram** and **SEART**. The area of cooperation can be extended through mutually by both parties to encourage interaction between the Faculty Members and students of both parties through following arrangements: -

- a) Opening an Off-site Campus of Second Party (GUG) in First Party's Campus (**SEART**), Village Sidhrawali Tehsil Manesar, Distt. Gurugram
- b) Exchange of personnel / Faculty / Employee / Labours through deputation and/or selection
- c) Organization of joint conferences and seminars.
- d) Practical training and on Job Training of Second Party and its affiliated institutes' students exclusively at campus of First Party
- e) Students who have completed the theory classes of all semesters or eligible for OJT / Practical training/ internships of their programs in such a number that First Party deems convenient to it for the purpose of imparting related training.
- f) First Party will run the offsite center of Second Party for various courses under the guidance and supervision of Second Party. First Party shall maintain the standards of Second Party for admissions, academics, training (Theory + Practical), examinations, Certifications and all other activities mutually agreed to be conducted at the campus of First Party
- g) ) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly and mutually agreed upon in writing before commencement of the activity.

#### **Co-Ordination of the Program Including Financial Arrangements**

- A. The MOU program between First Party and Second Party shall be coordinated and supervised by a coordination committee to be appointed by the Vice Chancellor of the Second Party Gurugram University.
- B. Financial arrangements for each specific MOU shall be decided on a case to case basis. In this MOU, the fees will be collected by the First Party and will be shared to second party as under:-

### 1. Master of Science in Clinical Embryology (M.Sc.)

Tuition fee and Infrastructure Development Fee				Gurugram University
				Fee Sharing
	Instalment 1	Instalment 1	Total	51%
Year 1	35000	35000	70000	35700
Year 2	35000	35000	70000	35700

Other Expenses				Gurugram University
				Fee Sharing
	Instalment 1	Instalment 1	Total	5%
Year 1	1,18,000	1,18,000	2,36,000	11800
Year 2	1,18,000	1,18,000	2,36,000	11800

### Eligibility and Admission Criteria

- The candidates who have completed their Graduation Degree (B.Sc.) from any UGC recognized Universities with Reproductive Biology, Zoology, Botany, Microbiology, Biochemistry, Bioscience, Physiology, Anatomy or any subject related to Life Sciences/Bioscience MBBS/BDS/BAMS /BHMS/BVSc/BPT. Pharmacy, Nursing or any other equivalent Degree are eligible to apply for admission in these course. Candidates who obtained a minimum of 45% marks and above during graduation degree are eligible to apply for these courses.

## 2. B.Sc. + M.Sc. in Clinical Embryology (Integrated)

Tuition fee and Infrastructure Development Fee				Gurugram University Fee Sharing
	Instalment 1	Instalment 1	Total	51%
Year 1	22000	22000	44000	22440
Year 2	22000	22000	44000	22440
Year 3	22000	22000	44000	22440
Year 4	22000	22000	44000	22440
Year 15	22000	22000	44000	22440

Other Expenses				Gurugram University Fee Sharing
	Installment 1	Installment 1	Total	5%
Year 1	69000	69000	1,38,000	6900
Year 2	69000	69000	1,38,000	6900
Year 3	69000	69000	1,38,000	6900
Year 4	69000	69000	1,38,000	6900
Year 5	69000	69000	1,38,000	6900

### Eligibility and Admission Criteria

- For admission a candidate should have passed the 10+2 (Senior Secondary) Examination or its equivalent Examination Science stream i.e. Physics, Chemistry and Biology Subjects with 45% marks in the aggregate for General Category and 40% for SC/ST/OBC/MBC candidates or as per Govt. Guidelines from a recognized Board.
- Candidate should have completed the minimum age of 17 years as on 31st August of the year of admission.

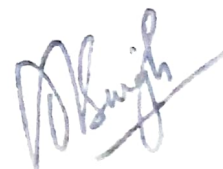
### 3. PG Diploma in Clinical Embryology (PGDCE)

Tuition fee and Infrastructure Development Fee				Gurugram University
				Fee Sharing
	Instalment 1	Instalment 1	Total	51%
Year 1	55000	55000	1,10,000	56100

Other Expenses				Gurugram University Fee
				Sharing
	Instalment 1	Instalment 1	Total	5%
Year 1	1,11,000	1,11,000	2,12,000	10600

### Eligibility and Admission Criteria

- Postgraduate in Life Sciences and Biotechnology.

- University share of fee as calculated on the above. Basis will be deposited by SEART in two equal instalments. (1<sup>st</sup> instalment at the time of RR/CR and second instalment by 31<sup>st</sup> January) as the courses are run in semester system.
  - University will conduct the examination as Relevant to access the performance of the students and passing criteria.
  - University will provide the panel of practical examiners as approved by the competent authority and all the expenses to Conduct the practical exam including TA/DA of examiners will be borne by SEART.
  - University will provide the guidelines, rules and regulations for taking admission in University programs.
  - Programs to be prepared by BOS of GUG, Where SEART would also be one of the member for confirming to the international standards and as per the Indian Accepted Standards.
- C. Scholarship plan will not be applicable to Gurugram University / Second Party.  
D. Any increase in fee for the subsequent academic year beyond 2024 will be decided mutually between the First Party and the Second Party.

#### **Implementation of NEP 2020**

The Syllabi of all courses will be prepared and implemented as per provisions of NEP 2020.

#### **Effective Date and Duration of MOU**

- a) This MOU shall be effective from the date of signing at both ends.
- b) The duration of the MOU shall be for a period of five years from the effective date and can be extended for further periods by mutual consent.
- c) During its tenancy, the MOU may be extended or terminated by a prior written notice of not less than one year by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists/Institutions' Staff.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of First Party and Second Party in writing only.




- e) During the term of this MOU, both parties are authorized to use the name of other party on various electronic and print media for promotion and marketing.

**Sharing of Facilities, Approval as an offsite campus of the Second Party / University, Marketing and Advertisement, Admission and Registration, Faculties, Monitoring, Examination & Certification, Confidentiality, Subcontracting of Services, Amendments, Resolution of Disputes:**

Both parties have been agreed and bounded as per guidelines provided by the Second Party as Annexure - A (Guidelines form for MOU).

**Miscellaneous**

- a) The headings and sub - headings are inserted for convenience only and shall not affect the construction of this MOU.
- b) Both Parties shall not, during the terms of this MOU directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.
- c) No failure to exercise and no delay in exercising, on the part of a Party and right, remedy power or privilege hereunder shall operate as a waiver whereas thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by laws.
- d) After this MOU has been signed, all preceding understandings / negotiations and correspondence pertaining to it shall become null and void.
- e) Cumulative and not exclusive of any right, remedies, powers and privileges provided by law.
- f) In case of any misshaping of the students during the classes or training in the offsite campus, the First Party will be full responsible.

**Disputes & Settlement:-**

- a) This MOU shall take effect and be construed in accordance with Laws of India and be subject to the jurisdiction of the courts at Gurugram, Haryana
- b) if any dispute or difference of whatever nature arises between the Parties in relation to or in connection with this MOU both the parties shall try to resolve the dispute/difference amicably between themselves, failing which the matter shall be referred to and settled through arbitration. The arbitration proceedings shall be held in accordance with the provision of Indian Arbitration and Reconciliation Act, 1996. The seat of arbitration shall be Gurugram University and Language of arbitration shall be Hindi or English or both.
- c) If need be, Arbitrator shall be appointed by Executive Counsel of this Gurugram University, Guruga

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS MEMORANDUM OF UNDERSTANDING EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

Each party warrants that it has the right to enter this MOU that execution of this MOU has been signed by authorized representative (s) of each party

Witnesses:-

1. Signature.....

Name..... Amlt Kumar

Date..... 17-07-2024

Designation..... Trustee  
Seafarers Educational Trust

2. Signature.....

Name..... Dr. Vijay Mehra

Date..... 17.07.2024

Designation..... NSS coordinator

1. Signature.....

Name..... Dr. Dhirender Kausik

Date..... 17/7/2024

Designation..... Professor

2. Signature.....

Name..... Prof. S. C. Kundra

Date..... 17-07-2024

Designation..... Prof. & DAA

Signature.....

Name..... Hitesh Kumar

Date..... 17-07-2024

Designation..... Trustee

For Representative/President  
/Authorized Signatory of Trust  
(Party No.1)

Signature.....

Name..... Rajiv Kumar Singh

Date..... 17.07.2024

Designation..... Registrar

Registrar  
Gurugram University  
Gurugram

For and on behalf of Vice Chancellor  
(Party No.2)

## NON DISCLOSURE CERTIFICATE

SEART Covenants and agrees not to reveal to any person, firm, corporation any confidential information of any nature concerning the all the parties of this MOU or its business, or anything connected therewith "Confidential information" means all of the parties of the MOU and affiliates' confidential & proprietary information and trade secrets and the contents of this MOU.

This clause shall survive even after the termination of this MOU. Violations of same will render this MOU null & void and may also attract legal consequences.

IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE SET OUT THEIR HANDS TO THIS MEMORUNDUM OF UNDERSTANDING OF THE DAY, MONTH AND YEAR FIRST ABOVE MENTIONED IN PRESENCE OF THE FOLLOWING WITNESSES:

For GURUGRAM UNIVERSITY,



Registrar

GURUGRAM UNIVERSITY

For School of Embryology and Assisted  
Reproductive Technology (SEART)



Director

Mr. Hitesh Kumar

Witness:  Dr. Vijay mehta.

Witness: 