



A B FEROX

Advocates & Consultants

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G. M. AKHTAR

Advocate

Ref No. MOU/269A/20

Date: 11.09.2020

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MOU) is entered into on this SEVENTH Day of September, 2020 by and between:

THE REGISTRAR, Galgotias University, for and on behalf of **Galgotias University**, having its registered office at Plot no. 2, Yamuna Express way, Opp. Buddha International Circuit, Sector 17A, Greater Noida- 203201 (U.P.), hereinafter referred to 'the University'; as the FIRST PARTY.

... First Party

AND

Mr. **G.M.AKHTAR**, Adv. Proprietor, AB FEROX® Advocates & Consultants, for and on behalf of **A B FEROX®** Advocates & Consultants, having its registered office at 444, Mathura Road, Jungpura, New Delhi-110014. hereinafter referred to as 'the Firm'; as the SECOND PARTY.

... Second Party

BACKGROUND

- (A) WHEREAS Galgotias University has been established in the year 2011 under the Galgotias University Uttar Pradesh Act, 2011 of the State Legislature of Uttar Pradesh. The University offers industry-focused specialized graduate, post graduate and doctoral programs in key areas such as energy, infrastructure, transportation, information technology, design, planning & architecture, public policy and legal studies.
- (B) AND WHEREAS the firm is a legal advisory and services law firm that specializes in legislative drafting, formulation of public policy as well as regulatory best practices and routinely conducts, partners for, and disseminates research and training in these areas on current issues/topics;
- (C) AND WHEREAS the law firm is keen to have a nuanced and specialized understanding of the IPR, Constitutional law, Environmental law and Cyber law, etc. sector. Accordingly, the firm is desirous of developing an expert paper on the current on issues and challenges.
- (D) AND WHEREAS the firm has approached Galgotias University for collaboration in accomplishment of the above said task.



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(E) AND WHEREAS the University will also send their students for internship to the firm.

(F) AND WHEREAS Galgotias University has agreed to collaborate with the firm as one of the contributors and advisors in developing the expert paper subject to the terms and conditions hereinafter appearing by undertaking the research in house or by engaging outside consultants/research associates, as may be deemed necessary, in consultation with the firm. Both the parties agree to complete.

NOW, THEREFORE, in consideration of these, the Parties are hereby agreed to enter into the terms and conditions of this Memorandum of Understanding (MOU) as follows—

1. Terms & Condition of the MOU

- 1.1 The research will be conducted by Galgotias University/First Party unaided either in house or through engagement of consultants/research associates for the Firm/Second Party.
- 1.2 The Tenure for research (“Tenure”) under this agreement shall commence from the date of execution of the agreement and shall close at such date as all the activities included herein are completed or on such extended date as may be decided by the parties.

2. Professional Conduct and Exclusive Relationship

- 2.1 It is understood between the Parties that the Galgotias University/First Party is an independent party and has been commissioned for undertaking this research on an exclusive basis. It is clarified that during the period of this Agreement, Galgotias University/First Party may not engage itself in similar projects or any other projects with any Third Party directly in conflict with or against the interests of the Firm without prior approval from the Firm, and such approval shall be at the sole discretion of the Firm.
- 2.2 It is understood between the parties that the Galgotias University/First Party will also send their students for internship to the Firm/Second Party just as a reciprocal arrangement between the parties.
- 2.3 It is further understood that during the course of Internship with A B FERROX®, students may undoubtedly have access to confidential client information. The university, without a prior written permission from the Firm, shall NOT reveal, disclose, publish, transcribe or disseminate any such information by any means either written, printed or by electronic media, which may be confidential, privileged, personal /confidential to the clients or his profession or which may in any manner be considered unworthy of being disseminated as being prejudicial to the Firm or its clients’ interests.



2.4 It is further understood that, as per the industry norms, students seeking an Internship with the Firm may be required to enter into a Confidentiality Agreement with the Firm in order to ensure and inculcate within themselves a highest level of professional conduct and accountability.

3. Intellectual Property

3.1 Any dissemination, publication, or release of the report shall be permitted only with the prior written consent of the Firm, which shall not be withheld unreasonably.

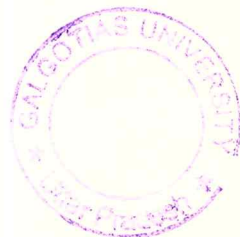
4. Termination

4.1 This Agreement may be terminated by either Party at any time during the Term upon serving a prior written notice ("Notice") 30 days in advance for any one or more of the following reasons: -

- (a) Material breach of any provision in this Agreement by other Party; or
- (b) Any other reason deemed prudent by either Party.

5. Dispute Settlement

In the event of any dispute or differences arising between the Parties in relation to or in connection with this Agreement, such dispute or differences shall be first resolved by mutual discussions failing which the same shall be referred for arbitration to be settled by a sole arbitrator to be appointed mutually by both parties. The arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996. The decision of the arbitrator shall be final and binding on both Parties. The arbitration proceedings shall be held in New Delhi.



6. Miscellaneous

6.1 This Agreement may not be amended, modified or supplemented except by a written instrument executed by each of the Parties.

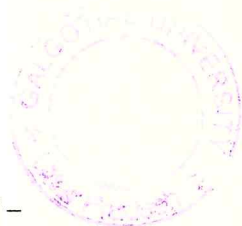
IN WITNESS WHEREOF the parties hereto executed two copies of this Services Agreement on the dates set out below:

UNDERSTOOD AND ACCEPTED IN TOTALITY

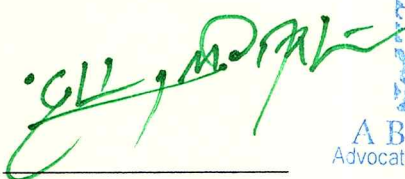
BY:

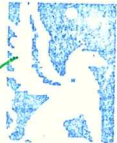


THE REGISTRAR
(Galgotias University)
FOR AND ON BEHALF OF –
GALGOTIAS UNIVERSITY, GREATER NOIDA



... First Party



For 
A B FEROX
Advocates & Consultants

G.M. Akhtar, Advocate
(Proprietor / Managing Partner **A B FEROX®**)

... Second Party

FOR AND ON BEHALF OF—
A B FEROX® Advocates & Consultants,
444, MATHURA ROAD, JUNG PURA,
NEW DELHI-110014