

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

SWAMI RAMA HIMALAYAN UNIVERSITY, A UNIVERSITY ESTABLISHED UNDER THE PRIVATE UNIVERSITIES ACT, 2023 (UTTARAKHAND ACT NO. 2 OF 2024) HAVING ITS REGISTERED OFFICE AT SWAMI RAM NAGAR, JOLLY GRANT, DEHRADUN-248016, UTTARAKHAND, INDIA.



AND

HEMWATI NANDAN BAHUGUNA UTTARAKHAND MEDICAL EDUCATION UNIVERSITY, (AN AUTONOMOUS BODY OF UTTARAKHAND GOVERNMENT) HAVING ITS REGISTERED OFFICE AT GOVT.DOON MEDICAL COLLEGE, DEHRAKHAS, PATEL NAGAR DEHRADUN, UTTARAKHAND, INDIA.



**FOR
COLLABORATION FOR PROMOTION OF TRAINING, TEACHING AND QUALITY
RESEARCH**



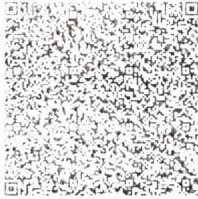
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INDIA NON JUDICIAL

Government of Uttarakhand

e-Stamp

Certificate No. : IN-UK50121855693894W
Certificate Issued Date : 09-Oct-2024 12:26 PM
Account Reference : NONACC (SV)/ uk1313304/ DOIWALA/ UK-DH
Unique Doc. Reference : SUBIN-UKUK131330407263069028260W
Purchased by : SWAMI RAMA HIMALAYAN UNIVERSITY
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : NA
Consideration Price (Rs.) : 0
(Zero)
First Party : SWAMI RAMA HIMALAYAN UNIVERSITY
Second Party : HNBUMU
Stamp Duty Paid By : SWAMI RAMA HIMALAYAN UNIVERSITY
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



योगेश पाण्डे
स्टाम्प विक्रेता
देहरादून



This Memorandum of Understanding (hereinafter referred to as MoU) is made on this 24th day in the month of October in the year 2024 by and between

Swami Rama Himalayan University (SRHU), a university established under the Private Universities Act, 2023 (Uttarakhand Act No. 2 of 2024) having its registered office at Swami Ram Nagar, P.O. Jolly Grant, Dehradun 248016, Uttarakhand, India through its Registrar, Dr. Mukesh Bijalwan (hereafter referred to as "SRHU", which expression, unless otherwise provided, shall include its successor and assignees).

And

Hemwati Nandan Bahuguna Uttarakhand Medical Education University (HNBUMU), (An Autonomous Body of Uttarakhand Government) having its registered office at Govt. Doon Medical College, Dehradun, Patel Nagar Dehradun, Uttarakhand, India through its Registrar, Dr. Ashish Uniyal (hereafter referred to as "HNBUMU", which expression, unless otherwise provided, shall include its successor and assignees).

WHEREAS Swami Rama Himalayan University (SRHU), a top private university in Dehradun endeavors to transform lives through holistic approach to education, providing integrated health care services and effective rural development and social outreach programs. With a rich legacy of Himalayan Hospital & Himalayan Institute of Medical Sciences, the first and the largest NABH accredited private teaching hospital and medical college of Uttarakhand, SRHU has been providing a platform to the youth, for a decade, to learn and transform into efficient, effective, ethical and committed professionals. SRHU is the only university in Dehradun, Uttarakhand that has a dedicated multispecialty Himalayan Hospital, Cancer Research Institute, Ayurveda Center and Rural Development Institute besides eight schools and colleges all under one roof. Students have a range of options to pursue their academic aspirations and further advance their learnings through interdisciplinary and multidisciplinary programs and research. In addition, there are ample opportunities for extra-curricular & co-curricular activities necessary to become an all-rounder.

WHEREAS Hemwati Nandan Bahuguna Uttarakhand Medical Education University (HNBUMU) is an Autonomous Body of Uttarakhand Government, established to fulfill one of very long cherished and important aspirations of the people of Uttarakhand to have best and highest level medical facility within the state. The establishment of the Hemwati Nandan Bahuguna Medical Uttarakhand Education University at Dehradun, by an Act enacted by the Uttarakhand Legislative Assembly and assented to by the Governor on 18 February 2014 by the Uttarakhand Govt-Act-No72/xxxvi(3)/2014/07(1)/2014 to fulfill the long standing need of the people of Uttarakhand to have an institution for the advancement and development of medical education in the state. It aims not only to guide the medical, dental, nursing and para-medical education in the state by affiliating all such institutions with it but also itself carry high level and specialized teaching and research.

AND WHEREAS Swami Rama Himalayan University and Hemwati Nandan Bahuguna Uttarakhand Medical Education University (hereinafter collectively referred to as





Dr. Ashish Uniyal
Registrar
HNB Uttarakhand Medical Education University

“Universities” and individually as “University”) desire and intend to develop, co-operate and collaborate in the field of research & development, academics and other agreed developmental activities that further the aims and objectives of both the Universities.

The parties, having discussed fields of common research interests and allied activities between the two Universities, have decided to enter into long-term collaboration for promotion of training, teaching and quality research in cutting edge areas.

Article 1: SCOPE

The Scope of this MoU is to provide a framework for the future development of cooperation, both parties agree to following broad terms of cooperation through the following activities but not limited:

- a) That the parties shall explore activities of mutual interest on the basis of equality and reciprocity.
- b) The Universities shall jointly initiate Research and Development Projects of mutual interest. Both Universities will act as a partner or co-researcher in all Research Proposals submitted by either University.
- c) The University who initiates a Research and Development Project in a field of likely interest to the other University will, wherever possible, invite faculty/students of the latter University to participate in the Project on such provisions to be decided upon mutually in writing between the Universities.
- d) The Universities shall jointly initiate Workshops and Training Programs of mutual interest. The University who initiates any Workshop and Training Program will, in a field of likely interest to the other University, wherever possible, invite faculty/students of the latter University to participate in the Workshop and Training Program on such provisions to be decided upon mutually in writing between the Universities.
- e) The Universities shall use their reasonable endeavors to assist each other in the exchange of Publications including the reasonable supply of relevant materials required for research and academic purposes.
- f) The Universities shall Exchange of professors, researchers and students for Collaborative research and joint academic meetings, social outreach activities including organizing health checkup, camps, health awareness and public health education, health survey and community intervention as decided mutually.
- g) That the details of any specific activities based on this MOU will be separately negotiated between the parties and set out in a separate agreement.
- h) Any other area of mutually agreed concern or interest decided by the Universities.

Article 2: PERIOD OF MOU AND TERMINATION

- a) The MOU shall remain in effect for a period of 05 (Five) years beginning from 24.10.2024 to 23.10.2029.



- b) This MoU shall come into effect on the date it is executed by both the Universities.
- c) Both the Universities agrees to review this MOU six months prior to end of the 5 years term and may be extended or renewed only by the written consent of both the Universities.
- d) That either party reserves the right to terminate this MOU upon six months' written notice to the other party.

Article 3: EXCHANGE OF INFORMATION

The correspondence or exchange of information will be maintained by designated persons in hard and electronically. The correspondence will be done through official emails. All conversations will be maintained as minutes of the meeting and circulated among all concerned. The Universities shall maintain the confidentiality of information's/documents furnished by the other and on the termination of this MoU, both Universities shall return all the information's/documents of the other party.

Article 4: INDEMNITY

Either party agrees to defend, indemnify and shall accordingly hold harmless the other party, its directors, officers, employees, agents and affiliates ("Indemnified Person") from and against any losses or liabilities caused by the defaulting party, its directors/trustees, officers, employees or agents ("Personnel") and from any and all claims, damages, consequences, exposure, outgoings, prejudices, costs, taxes, duties, penalties and interest thereon or expenses of any kind, including reasonable attorney's fees and legal costs (incurred whether in protection or defense) which may be incurred by or asserted against the Indemnified persons on account of or arising out of or resulting from the acts or omissions of defaulting party and/or its Personnel, any bodily injury or destruction of tangible property, any claims for breach by the defaulting party of any of its obligations contained in this MoU or any violation of applicable laws.

Article 5: DISPUTE RESOLUTION

In the event of any dispute or difference arising in the implementation of the MoU, such disputes shall be resolved amicably by mutual discussions by the Head of both Universities. All such decisions shall consider the status of students working/projects under this arrangement and the interest of such students/projects shall be guarded as much as possible.

Article 6: INTELLECTUAL PROPERTY RIGHTS

- a) Each University owns, and will continue to own all rights, title and interests in and to any inventions however embodied, know how, works in any media, software, information, trade secrets, materials, property or proprietary interest that it owned prior to this MoU, or that it created or acquired independently of its dealings with the other party pursuant to this MoU (collectively, "**Pre-existing IP**"). All rights in Pre-existing IP not expressly transferred or licensed herein are reserved to the owner.
- b) Any patent/copy right etc. arising out of this collaboration will be in the joint names.
- c) For the research carried out at its premises, the respective Universities will reserve the right of refusal to IPR, however the researcher(s) or student(s) from the other University





Dr. Ashish Uniyal
Registrar
HNB Uttarakhand Medical
Education University, Dehradun

can be co-authors in IPR. Any confidential information will be used based on mutual consent only. Any Intellectual Property developed during the joint activity will be jointly owned by both Universities. In case of any revenue sharing, a separate agreement will be executed.

Article 7: FINANCIAL ARRANGEMENTS

There will be no financial obligation or binding to both the Universities. Each University will borne their expenses required to undertake activities through their own sources. However, financial arrangements in case of joint proposals for external funding to undertake research or any other activities will be case specific and both the Universities will decide mutually as per project provisions.

Article 8: CONFIDENTIAL INFORMATION CLAUSE

Both the Universities shall not, without the prior written consent of each other, disclose to any third party the contents of this MoU or any information obtained by either University in performance of or in connection with this MoU. Provided however, nothing contained herein shall affect the ability of the parties to make disclosure to any governmental authority or any other person under the provisions of any applicable law. The obligations of confidentiality shall come into effect upon the signing of this MoU and shall survive the termination/ expiration of this MoU.

Article 9: GENERAL PROVISIONS

- a) This MOU represents the good faith understanding of the Parties to proceed further with the proposed academic collaboration and each of the Parties shall do all things reasonably within their power that are necessary or desirable to give effect to the spirit and intent of this MOU. This MoU is not intended to create any legally binding obligations and does not create any expectation of employment, agency, partnership, or joint venture between the Participants.
- b) That this MOU may be amended or modified by a written agreement signed by both parties hereto.
- c) That except as required by law, no party may refer to or use the name or trademarks of the other parties in any press release, advertising or other forms of publicity without the prior written consent of the relevant party.
- d) That this MOU shall be signed in duplicate originals in non-judicial stamp paper no. IN -UK50122363057688W and IN-UK50121855693894W, each party shall retain one original. Agreements signed by electronic means shall likewise be deemed as duly concluded.
- e) Any amendment or termination shall not have effect on any arrangement in place at the time that the notice is provided, where the arrangement arises from any Supplementary Agreements resulting from this Memorandum of understanding. Upon termination the provisions of this MOU and corresponding program Agreements shall continue to apply to ongoing activities until each is complete.



Article 10: FORCE MAJEURE:

Neither party shall be held responsible for non-fulfillment of their respective obligations under this MoU due to the exigency of one or more of the force majeure events such as, but not limited to, Acts of God, war, flood, earthquakes, strike, lockouts, epidemics, pandemic, riots, civil commotion, etc. provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within 15 days of such occurrence or cessation. Soon after the cause of Force majeure has ceased, the party whose ability to perform its obligation has been affected shall notify the other of such cessation and of the actual delay occurred in the affected activity. The agreed time of completion of the respective obligation under this MoU shall be extended by the period equal to the period of delay occasioned by such event. If the force-majeure conditions continue beyond three months, the parties shall then mutually decide to terminate this MoU or may plan the future course of action.

In witness whereof, each of the parties has caused this MoU to be executed by it's duly authorized authorities as of date first written above.

FOR AND ON BEHALF OF
Swami Rama Himalayan University

Signature.....
Dr. Mukesh Bijalwan
Registrar



Date: 24.10.2024

Place: Dehradun

Witness 1.
Name: Dr. Hencirwa

Witness 2.
Name: Dr. D. S. Sharma

FOR AND ON BEHALF OF
**Hemwati Nandan Bahuguna
Uttarakhand Medical Education
University**

Signature.....
Dr. Ashish Uniyal
Registrar
Dr. Ashish Uniyal
Registrar
**HNB Uttarakhand Medical
Education University, Dehradun**

Witness 1.
Name: MANISH KUMAR UPRETI

Witness 2.
Name: (Dr. M. L. B. BHATT)
VC