# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is entered on this date 4/9/157 4/

("the Effective Date") at Dehradun, Uttarakhand, India

#### **BETWEEN**

Swami Rama Himalayan University, Swami Ram Nagar, Jolly Grant, Dehradun, Uttarakhand (India)

And

Social Development for Communities (SDC) Foundation, Dehradun, Uttarakhand (India)

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## MEMORANDUM OF UNDERSTANDING

Swami Rama Himalayan University (SRHU) endeavors to transform lives through holistic approach to education, providing integrated health care services and effective rural development and social outreach programs. SRHU has an outstanding history of community-based activities, running profound public health education programs and committed participation in national health programs. With its various peripheral health centers and collaboration with NGOS & international bodies.

SRHU which expression shall unless repugnant to the context include its successors, representatives and permitted assigns **OF THE FIRST PARTY**.

Social Development for Communities (SDC) Foundation is a Dehradun, Uttarakhand based not for profit engaged in communication, capacity building and community mobilization. Founded in 2017, SDC has been working closely on issues of sustainable development and governance. SDC Foundation has worked with a range of stakeholders – government institutions, private corporations, think-tanks, international development agencies, media and citizen groups.

SDC Foundation which expression shall unless repugnant to the context include its successors, representatives and permitted assigns **OF THE SECOND PARTY**.

(SRHU and SDC Foundation are hereinafter collectively referred to as "Parties" and individually as "The First Party" and "The Second Party" respectively.)

A. SCOPE OF AGREEMENT

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This Memorandum of Understanding provides for a flexible and overarching framework for collaboration for research and academic activities between both parties that can be conducted during the period of the agreement.

The scope of activities shall include, but not be limited to, partnering for citizen engagement and public participation initiatives,; organizing knowledge sessions like policy dialogues, seminars, workshops in the domain of environmental conservation, waste management, sustainable development goals, climate change, circular economy, disaster resilience or any other socio-economic-development subject relevant to Uttarakhand and/or the larger Himalayan region; aiding policy formulation process of the government; designing courses etc.

## B. AREAS OF COLLABORATION

- 1- SRHU and SDC Foundation will work in the areas of sustainable development goals (SDG), climate change, waste management, circular economy, sustainable urbanization, rural development and citizen engagement.
- 2- SRHU and SDC Foundation will work to promote scientific temper and create awareness in Uttarakhand.
- 3- SRHU and SDC Foundation will undertake social audits on citizen-centric issues. The findings from such audits will be used to aid the policy formulation process in the state of Uttarakhand.
- 4- SRHU and SDC Foundation will work together towards adoption of technology and building social solutions.
- 5- SRHU and SDC Foundation will work together on key central schemes like Swachh Survekshan, Smart Cities Mission, Namami Gange and others.
- 6- SRHU and SDC Foundation are interested in exploring opportunities for joint bidding for Consultancy/Non Consultancy assignments as members of a Consortium and in accordance with the terms and conditions of the bid documents of the respective bidding process. The Parties shall enter into a Joint Bidding Agreement forming a consortium as per need of the bidding process. In case of an award of a Contract, SRHU and SDC Foundation do hereby agree that they shall be jointly and severally responsible for executing the contract.

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#### C. EXCHANGE OF HUMAN RESOURCES

The Parties agree to explore ways of encouraging collaboration between researchers/staff members from the two institutions. Specifically, the two institutions would identify appropriate researchers/faculty members as Principal Investigator(s)/Principal Co-Investigator(s) at their respective ends, and encourage members of their researchers/faculty to undertake short visits for lectures, facilitate research projects at either end, etc. The terms and conditions for each visit or an assignment, including those concerning stipend, travel, and housing, would be worked out between the partner institutions. SRHU campus can also be accessed for research/academic activities as mutually agreed among the parties.

## D. TERMS OF AGREEMENT

- 1. Progress in realizing the terms and conditions referred to herein will be reviewed periodically as mutually agreed. The Memorandum may be amended at any time by mutual consent in writing by both parties.
- 2. Both parties also reserve the right to terminate this Memorandum by giving three months written notice to the other party.
- 3. The implementation and/or continuance of programmes or projects established pursuant to this Memorandum prior to the effective date of termination shall not be affected by the termination of this Memorandum.

## E. FINANCIAL

There would be no financial commitment on either side as a part of this MOU. However, task specific financial arrangement as per internal policies of both the parties could be considered as per the mutual understanding.

### F. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

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- SRHU and SDC agree to respect each other's rights to Intellectual Property (IP).
   All background IP used or prepared in connection with this MoU shall remain the property of both parties.
- 2. No Party to this Memorandum shall use the name, logo or any other designation of any of the other Parties without prior written consent.
- 3. Neither party shall, at any time, disclose to any third party any confidential information of the other party which is acquired in the course of activities under this Memorandum, without the prior consent of the other party in writing.

## G. NON-BINDING NATURE OF MEMORANDUM

Nothing in this Memorandum shall be construed as creating any contract, agency or other legal relationship between the parties. This Memorandum is only a non-binding statement of intent to foster genuine and mutually beneficial collaboration in various domains that have been stated above.

### H. RESOLUTION OF DISPUTE

Any issues that are not addressed or stipulated in this MoU shall be discussed and resolved through negotiation in good faith and such resolution shall be incorporated as written amendments to this MoU by mutual agreement between both the Parties.

No disputes are foreseen in the implementation of the MoU. Both Parties, however, agree that if any dispute arises between them, efforts will be made to settle the same as amicably as possible. If the dispute still remains unsettled, it will be referred for resolution bilaterally to Registrar SRHU and Founder, SDC Foundation. The decisions so arrived at shall be final and binding on the parties to this MoU.

### I. TERMINATION

1. This Memorandum shall come into force immediately upon the signature by parties.

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- 2. The validity of this Memorandum is initially for three years from the date of its execution, and the same can be further extended by mutual agreement, if required.
- 3. This Memorandum can be terminated by either party by giving advance notice of three months without jeopardizing any work or collaboration between both the parties.

IN WITNESS WHEREOF, this Memorandum is executed by the parties hereto on the date of signing the Memorandum by the two parties.

Signed by

Dr. Susheela Sharma

Registrar

**SRHU** 

Dated: 4th August 2022

Dehradun

Witnesses: \,\,\,\

Signed by

For Social Development

**Founder** 

**SDC Foundation** 

Dated: Avgry 14, 2022
Place: Dehrodm, Uttanyond.

Witnesses: Praveeh upset

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