



# **MEMORANDUM OF UNDERSTANDING (MoU)**

between

**Regional Centre for Urban and Environmental  
Studies(RCUES), Lucknow (UP)**

&

**Swami Rama Himalayan University(SRHU),  
Dehradun(UK)**

for

***Enabling efficient knowledge sharing and  
information exchange for enhancing the  
institutional capacity development***

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is made and entered into on this 18<sup>th</sup> day of November, two thousand and twenty-two (2022).

BETWEEN

**Regional Centre for Urban and Environmental Studies Lucknow**, hereinafter referred to as "**RCUES, Lucknow**", is premier institution established by the Ministry of Housing and Urban Affairs, Government of India in the year 1968, wherein the key activities of the Centre includes Training, Capacity Building, Research, Policy Advocacy, Dissemination of information, Advisory Services, Consultancy and Project Implementation Support to the National, State and Local Governments across the country.

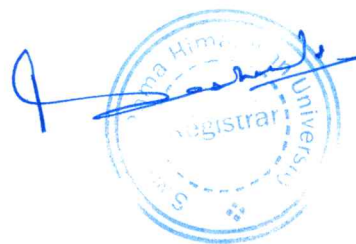
RCUES, Lucknow has been mandated by the Ministry of Housing and Urban Affairs, Government of India to address the concerns of urban managers and enhancing their capacity by ways of training, capacity building, research, policy advocacy and project implementation support. RCUES Lucknow supports and provides its services in the ten jurisdiction states of Uttar Pradesh, Madhya Pradesh, Bihar, Odisha, Uttarakhand, Jharkhand, Chhattisgarh, UT Chandigarh, Manipur and Sikkim. For more than fifty three years, RCUES Lucknow has been working in various States throughout the country, focusing on building a brighter future for towns and cities. RCUES Lucknow is having its office Adjacent to Registrar's Office, Lucknow University Campus, Lucknow-226007, (hereinafter referred to as "**the First Party**" which expression shall unless repugnant to the context include its successors and permitted assigns).

AND

**Swami Rama Himalayan University**, hereafter referred to as "**SRHU** or the **Second Party**", is a university established under section 2(f) of UGC Act and enacted vide Uttarakhand Act No. 12 of 2013 and having its registered office at Swami Ram Nagar, Jolly Grant, Dehradun – 248016, Uttarakhand.

SRHU is involved in academic, research, health and education sector & also involved in the social awareness and philanthropic activities and primarily works on water and sanitation, health, education, skill, and other development issues through its Promoting society, Himalayan Institute Hospital Trust (HIHT) and its allied unit Rural Development Institute (RDI).

RCUES Lucknow and SRHU are hereinafter individually referred to as "Party" and collectively as "Parties".



WHEREAS, the main purpose of this cooperation is to further the common objectives of the two organizations through leveraging their mutual strengths. This association will enable efficient knowledge sharing and information exchange among the parties to fulfill their role so as to help enhance the institutional capacity development of both institutions.

RCUES Lucknow and SRHU have decided that it would be in the furtherance of their respective objectives to collaborate and cooperate with each other and undertake certain activities jointly.

Pursuant thereto, the parties enter into this Memorandum of Understanding (hereinafter referred to as MOU).

NOW, THEREFORE, THIS MOU WITNESSETH AS UNDER:

## **1. AREAS OF COOPERATION:**

The parties hereby agree to collaborate with each other in the following areas or any other matter, on a non-exclusive basis:

- a) Training & Capacity Building
- b) Exposure Visits and Study Tours
- c) Information & Experience Sharing
- d) Sharing Technical know-how and expertise
- e) Developing and Designing projects and Project Management Consultancy (PMC) activities
- f) Monitoring & Evaluation of the projects.
- g) Policy, Administrative, Management and Developmental support.
- h) Designing and developing and conducting training programs, modules, material, presentations etc., organizing Workshops, Seminars, and Conferences as may be mutually agreed upon to further the organizational objectives.
- i) Undertaking coordination of research projects aligned to the national development agenda from a policy research perspective.
- j) All other activities pertaining to improving the performance of administrative, management, developmental and social aspects of governance.
- k) Any other works as may be mutually agreed upon.

## **2. GENERAL OBLIGATIONS**

- 2.1 Both parties will identify a single point of contact from the respective side for interaction and coordination on all matters relating to work under this MOU.



2.2 Both Parties shall:

- a) work as per the terms and conditions agreed upon on project to project basis.
- b) not misuse any right/power assigned to it on behalf of either Party.
- c) comply with applicable Law, code of practices, and manuals while giving recommendations on work/monitoring the works related to the respective field of work at all times during the MOU Period;

### 3. FINANCIAL TERMS:

3.1 This MOU shall not create any Financial Obligation over any party.

3.2 Financial cooperation between both parties will extend only to the projects undertaken jointly as per the terms of understanding for the respective project.

3.3 Both the parties will determine the quantum and nature of work to be shared between them and the mode of cost sharing in advance on project-to-project basis. The same shall not be changed unilaterally by either of the parties.

### 4. CONFIDENTIALTY

4.1 Both Parties shall take all reasonable care to insure that intellectual property, privacy and confidentiality of any information (inclusive but not limited to software, designs, dataset, etc.) from other party (and other institutions, as applicable) are not compromised. Neither party during the course of performance of this MOU desire, nor intend to transfer any intellectual property rights whatsoever with respect to any information that is proprietary.

4.2 Intellectual property rights on the outcome of research work under this MOU will be equally shared by SRHU and RCUES Lucknow.

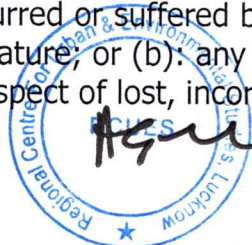
4.3 Each Party will treat as confidential all Confidential Information of the other Party and shall not disclose such Confidential Information to any third party without the prior written consent of the other Party. Provided however, nothing contained herein shall affect the ability of the Parties to make disclosure to any governmental authority or any other person under the provisions of any applicable law.

4.4 Each Party will promptly notify the other Party of any actual or suspected misuse or unauthorized disclosure of the other Party's Confidential Information.

4.5 Both the party shall have a right over the data created under this MOU. Parties shall have the right to use the data arising out of this MOU for research purposes.

### 5. LIMITATION OF LIABILITY

Neither Party shall be liable to other party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, cost or expenses of any nature whatsoever incurred or suffered by other Party that are: (a) of direct, Indirect, special, or consequential nature; or (b): any loss of turnover, profits, contracts, business opportunity will: or (c) in respect of lost, incorrect, or spoiled data.



## **6. INDEMNITY:**

Each Party shall indemnify and hold harmless each other from any third party claims and losses arising in connection with this MOU to the extent that such claims or losses are attributable to or arise from the MOU actions or omissions of its own employees or agents.

## **7. TERMS AND TERMINATION**

This MOU shall commence on date of execution of this MOU and continue in full force and effect for a period of 3 years, unless terminated by the parties as per the provisions of this MOU.

A party may decide at any time that it no longer wishes to continue with the arrangement as set out under this MOU and will communicate that decision to the other party by notice in writing specifying the date of termination. This will not affect any binding agreement entered by the parties in respect of projects entered pursuant to this MOU.

## **8. NON BINDING**

The terms of this MOU are statements of intent only and are intended only to provide the general principles and key terms for initial cooperation, understanding and negotiation between the Parties and are not intended to create binding or legal obligations on either party.

## **9. FORCE MAJEURE:**

9.1 The 'Force Majeure' shall mean any circumstances beyond the control of any party which prevent or impedes the due performance of the MOU.

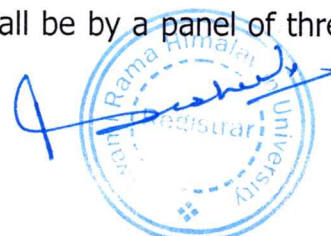
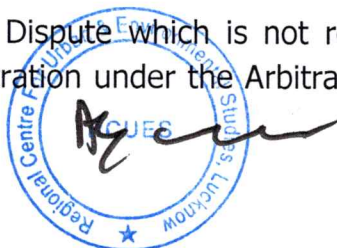
9.2 Under this MOU following shall be considered Force Majeure events:

- i. War, whether declared or not, hostilities
- ii. Riots or civil commotions
- iii. Natural Physical Disasters such as floods, fire, earthquake etc.
- iv. Strikes, lookouts or industrial actions

## **10. DISPUTE RESOLUTION**

10.1. Any dispute arising out of this MOU shall be resolved amicably between the parties.

10.2 Any Dispute which is not resolved amicably shall be finally settled by binding arbitration under the Arbitration Act. The arbitration shall be by a panel of three



arbitrators, one to be appointed by each Party and the third to be appointed by the two arbitrators appointed by the Parties. The Party requiring arbitration shall appoint an arbitrator in writing, inform the other Party about such appointment and call upon the other Party to appoint its arbitrator. If within 15 days of receipt of such intimation, the other Party fails to appoint its arbitrator, the Party seeking appointment of arbitrator may take further steps in accordance with Arbitration Act.

- 10.3 The place of arbitration shall be at Dehradun / Lucknow.
- 10.4 The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provisions of the Arbitration Act subject to the rights of the aggrieved parties to secure relief from any higher forum.
- 10.5 Pending the submission of and/or decision on a Dispute and until the arbitral award is published, the Parties shall continue to perform their respective obligations under this MOU without prejudice to a final adjustment in accordance with such award.
- 10.6 This MOU shall be governed by and construed in accordance with the laws of India as applicable from time to time.

IN WITNESS, WHEREOF THE PARTIES HERETO HAVE ENTERED INTO THIS MOU EFFECTIVE AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN

SIGNED SEALED AND DELIVERED

**For and on behalf of First Party  
Regional Centre for Urban and  
Environmental Studies, LUCKNOW**

  
**Er. A K Gupta**  
Add. Director (Er. A. K. Gupta)  
Additional Director  
Regional Centre for Urban & Environmental Studies,  
Ministry of Housing and Urban Affairs, Government of India  
Adj. Registrar's Office, Lucknow University Campus  
Lucknow-226007

Witness :

1)

  
**(Dr. Alka Singh)**  
Deputy Director  
Regional Centre for Urban & Environmental Studies,  
Ministry of Housing and Urban Affairs, Government of India  
Adj. Registrar's Office, Lucknow University Campus  
Lucknow-226007

**For and on behalf of Second Party:  
Swami Rama Himalayan University  
(SRHU), DEHRADUN**

  
**Dr. Susheela Sharma**  
Registrar



2)

  
(Nitesh Kaushik)  
Nodal - WATSAN,  
SRHU