

Memorandum of Understanding Between



DIT University

&



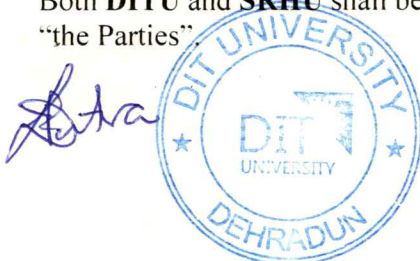
Swami Rama Himalayan University

DIT University, Dehradun (hereinafter referred to as “DITU”) is a reputed private autonomous state university offering programs leading to graduate, post-graduate, and doctoral degrees in the disciplines of computing, engineering and technology, architecture, design and planning, natural sciences, humanities, and management, etc.

AND

Swami Rama Himalayan University (hereinafter referred to as “SRHU”) endeavors to transform lives through a holistic approach to education, providing integrated healthcare 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.

Both **DITU** and **SRHU** shall be referred to individually as “the Party” and collectively as “the Parties”.



WHEREAS:

- A. **DITU** and **SRHU** are desirous to collaborate in their academic activities.
- B. This MOU sets forth the general understanding reached between the two parties and their recent discussions concerning academic collaboration.
- C. The Parties intend that the academic collaboration agreement shall have the basic terms set out below, subject to further negotiations to have a definitive written academic collaboration agreement to be entered into between **DITU** and **SRHU**

NOW, THIS MEMORANDUM OF AGREEMENT RECORDS AS FOLLOWS:

1. TERM

Subject to the execution by **DITU** and **SRHU** of a formal definitive academic collaboration agreement for the proposed academic collaboration which shall contain the relevant terms hereinafter set out and such other terms and conditions to be agreed between the Parties, it is the Parties' understanding that **DITU** shall collaborate with **SRHU** in the areas as set out in Clause 2 for a period of **Three (3) years** (hereinafter referred to as "MOU Period") from the date of signing of this MOU. This MOU shall continue in force until the expiry of the MOU Period stated above ("MOU Expiry Date"). After the expiration of the MOU Period, this MOU may be extended or renewed for a further period to be agreed upon by both Parties in writing.

2. OBJECTIVES and SCOPE of MOU

- 2.1 The scope and objectives of this MOU are to ensure a mutual understanding of the key responsibilities of each Party to promote academic and non-academic exchanges, especially in Technology and Health Sciences domains, including but not limited to the following areas involving:

- Faculty research collaboration and data exchange on topics of mutual interest that may lead to joint publications and joint Intellectual Property Rights
- Joint organization and collaboration in scientific events
- Seeking joint funding to advance techno-science objectives of the State
- Exchange of faculty as visiting professors or examiners
- Sharing learning resources such as library and lab facilities
- Use of facilities for research and scholarly exchange
- Exchange of students for research, internship, and experiential training

- 2.2 It is acknowledged that the collaboration between the Parties may be a continuously evolving process and that the terms of this MOU may be amended to reflect accordingly subject to Clause 2.1.



3. RESPONSIBILITIES

- 3.1 SRHU and DITU, Dehradun agree to identify various areas of interest and depute faculty and/or staff as needed.
- 3.2 Both parties will provide research insights, faculty guidance & support, infrastructural support & facilities regarding experimentation for minor research projects to the students of both institutions, symbiotically, for enhancing the quality of research by the students.
- 3.3 Both parties will organize technical and academic events and tourneys such as competitions, hackathons, build-a-thons, quizzes, debates, etc. Such programs will be conducted regularly by both parties as and when called for and informed to each other well in advance.
- 3.4 Soft skill development programs, seminars, conferences, workshops, etc. for students of both institutions shall be organized by both parties, for skill set enhancement of the students of both institutions. Such programs shall be conducted regularly by both institutions with prior discussion.
- 3.5 Areas of staff development shall be identified for training the faculty/staff or both parties for their professional growth.
- 3.6 In addition, these parties involve their staff in carrying out other activities, which are not defined here in this MoU, after mutual consultation.

4.0 AMENDMENT TO THE MOU:

No amendments or modifications of this MoU shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to an amendment of this agreement. The modification or change shall be effective from the date on which they are made/ executed unless otherwise agreed to.

5.0 ARBITRATION:

In the event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual discussion of both parties.

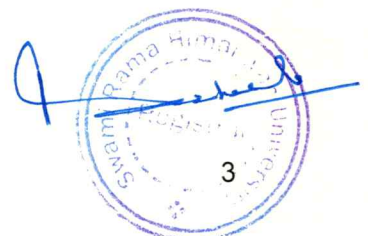
6.0 FINANCIAL CONSIDERATIONS

The Parties hereby acknowledge that there may be costs and expenses arising under the terms and conditions of this Memorandum of Understanding and each Party hereto agree to bear its own costs and expenses unless mutually agreed otherwise by both parties

7.0 THE COOPERATION PROCEDURE

7.1 Liaison Personnel

The Liaison Personnel contacts from **DITU** and **SRHU** may be named and approved by both Parties.



7.2 **Cooperation Proposal**

The Cooperation Proposal in any form of cooperative activities as per listed in the 'The Cooperation Scheme' may be submitted through Liaison Personnel for review and approval. The Cooperation Proposal may contain objectives, the scope of activities, the person responsible, responsibilities of each institution, schedules, benefits in terms of financial and non-financial, budgets and sources of financing, and any other terms and conditions deemed necessary for the efficient management of the activity. A separate agreement may be signed by both parties together for any such projects.

8. **CONFIDENTIALITY**

Each of the Parties to this MOU shall at all times make its best endeavors to keep confidential (and to procure that its respective officers, employees, consultants, and agents shall keep confidential) any confidential and Proprietary Information that any Party may acquire from the other Party and/or concerning the academic collaboration or affairs of the Parties to this MOU and the receiving Party shall not use or disclose such information except with the prior written consent of disclosing Party or per the order of a court of competent jurisdiction or as required by any regulatory or governmental authority or has been or hereafter rightfully acquired by any Party hereof from third parties without any obligation to keep confidential in Non-Disclosure Agreement.

9. **INTELLECTUAL PROPERTY RIGHTS**

9.1 The Parties acknowledge and agree that any and all patents, copyright, trademarks, trade names, designs (whether registered or not), trade secrets, Confidential Information, and other intellectual property or proprietary rights ("Intellectual Property Rights") subsisting in all materials and documentation provided by either Party to the other Party under this MOU or which either Party has access to under this Agreement, are the exclusive property of each of the respective Parties and no such rights are in any way transferred to either Party during this MOU.

9.2 Either Party shall not, during or at any time after termination of this MOU, in any way claim, question, or dispute the ownership of each of the respective Parties to any Intellectual Property Right referred to in Clause 9.1.

9.3 Both parties shall share all data and research findings, patent rights, copyright, and any other Intellectual Property Rights resulting from the cooperative efforts of both Parties subject to clauses 9.1 and 9.2 above.

10. **TERMINATION**

During the validity of this MOU, either Party can terminate this MOU by giving Three (3) months' written notice for any reason. In such an event, both parties will make attempts to minimize the impact on any previously initiated, ongoing activities under the purview of the MoU done in good faith.



11. NON-BINDING NATURE

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.

Save and except for Clauses 8 and 9, this MOU is not legally binding upon the Parties. None of the Parties will be responsible or liable to the other Party on whatever legal grounds should negotiations between the Parties to enter into the definitive formal academic collaboration agreement fail, save for any breach of Clauses 8 and 9.

IN WITNESS TO THIS MEMORANDUM OF UNDERSTANDING WHEREOF the authorized representative of the parties hereunto affixes their signature.

For and on behalf of
DIT University


Name: Prof. Priyadarshan Patra
Designation: Pro Vice Chancellor
Date: 22nd March, 2023



Witness:
DR. R. BABU
Principal DIT College of Nursing
Dehradun.
8095980273.

For and on behalf of
Swami Rama Himalayan University


Name: Dr. Susheela Sharma
Designation: Registrar
Date: 22 March 2023



Witness:
Sandeep
(DY. Registrar)
Sandeep Badhami
9868593624