

# MEMORANDUM OF UNDERSTANDING (MoU)



This MoU is made on this 14th day of March in the year, 2024.

#### BETWEEN

**Swami Rama Himalayan University (SRHU),** a University established under the Private Universities Act, 2023 (Uttarakhand Act No. 2 of 2024) through its Registrar, having its registered office at Swami Ram Nagar, P.O. Jolly Grant, Dehradun (herein after called as "SRHU") the First Party.

#### AND

Indian Society for Training and Development (ISTD), Dehradun Chapter having its Head Office at Training House, New Mehrauli Road, B-23, Qutab Institutional Area, New Delhi, Delhi 110016 (herein after called as "ISTD") the Second Party.

The word and expression 'SRHU', 'ISTD', 'First Party' and 'Second Party', unless repugnant to or excluded by context, shall include its legal representatives, successors and assigns etc.

WHEREAS, Swami Rama Himalayan University (SRHU), a private university in Dehradun, 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. SRHU is the only university in Dehradun, Uttarakhand that has a dedicated multispecialty Himalayan Hospital, Cancer Research Institute, Ayurveda Center and Rural Development Institute, all under one roof, besides eight schools and colleges namely: Himalayan Institute of Medical Sciences, Himalayan College of Nursing, Himalayan School of Management Studies, Himalayan School of Science & Technology, Himalayan School of Bio-Sciences, Himalayan School of Yoga Science. Students have a range of options to pursue their academic aspirations and further advance their learning through interdisciplinary and multidisciplinary programs and



Page 1 of 5

research. In addition, there are ample opportunities for extra-curricular and cocurricular activities necessary to become an all-rounder. Furthermore, mentoring, meditation and Science of Joyful Living (SoJL) workshops help students grow as complete individuals.

WHEREAS Indian Society for Training and Development (ISTD), established in April 1970, is a national-level professional and non-profit society registered under the Societies Registration Act, 1860. ISTD has a large membership of individuals and institutions involved in the area of training and development of Human Resources from Government, Public and Private Sector Organizations and enterprises, Educational and Training Institutions and other Professional Bodies. The Society is affiliated to the International Federation of Training and Development Organizations (IFTDO), USA and Asian Regional Training and Development Organizations (ARTDO), Manila

SRHU and ISTD hereby agree to enter into a strategic cooperative partnership in relation to research, education, training and skill development.

#### **OBJECTIVES**

That the scope of this MoU is to develop strategic partnership between SRHU & ISTD and to utilize expertise, networks and capabilities of both parties and to deepen, strengthen and expand collaboration and set targets for cooperation.

That this MoU shall establish the framework under which the collaboration will be pursued. Subject to mutual consent, the areas of cooperation may include any field and faculty of both the parties.

That in event of new ideas emerging which are mutually beneficial to both parties and subject to the parties' consent, the new idea should be entertained, acknowledged, and inserted in this MoU.

#### **ENTIRE AGREEMENT**

This MoU constitutes the entire agreement between the Parties, and supersedes all prior and contemporaneous agreements, representations, and understandings of the Parties with regard thereto. No supplement, modification or amendment of this MoU shall be effective unless it is in writing and signed by both the Parties.

## **SCOPE & AREAS OF ACTIVITIES**

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That the scope & areas of activities under this MoU shall be as follows:

Page 2 of 5

Chairman
ISTD, Dehradun Chapter

- Through this MoU, SRHU aims to strengthen its industry connections, through ISTD's extensive member network. This association will facilitate industryacademia interaction, providing students with better exposure to real-world business scenarios and opportunities for internships and placements.
- Cooperation and collaboration in exchange of faculty members, researchers, officials, and experts between the two parties for limited periods as mutually agreed upon.
- 3. Cooperation and collaboration in supporting student projects, industry visit and practical training of students of SRHU.
- 4. Cooperation and collaboration in organizing conferences, workshops and seminars on current trends and best practices in areas of common interests. The collaboration will also focus on organizing MDPs and FDPs for both the parties on areas of common interest and importance. These events will be aimed at fostering a culture of continuous learning and skill enhancement among students and faculty.
- Joint research initiatives may be undertaken to contribute to the body of knowledge in the areas of mutual interests and expertise. This could include collaborative projects, publications, and conferences.
- This MoU will also open avenues for networking between the members of ISTD and the academic units of SRHU, fostering a mutually beneficial exchange of knowledge and ideas.

## LEGAL STATUROTY AUTHORITY

Each Party represents and warrants to the other that, such Party has the requisite legal capacity and authority to enter into and fully perform each and all of their respective obligations under this MoU.

### **GENERAL**

- That other matters/points which are not covered under this MoU shall be decided by mutual agreement and may be subject to the conclusion of formal written contracts between the parties.
- 2. That the terms & conditions of this MoU may be amended only by an instrument in writing signed by both Parties to this MoU.
- 3. That the Parties shall be free to approach the authorities of the other Party in case of any grievance or dispute. The parties shall, under no circumstances, have the

Page 3 of 5

Chairman ISTO, Dehradun Chapter

- right to proceed through any legal proceeding of any kind on behalf of or against the parties.
- 4. That the parties herein shall resolve all disputes in connection with this MoU amicably by mutual negotiation, failing which, the parties herein shall refer the dispute for Arbitration. The Arbitrator shall be appointed by the mutual consent of the First Party and the Second Party. The place of the Arbitration shall be SRHU campus, P.O. Jolly Grant, Doiwala, Dehradun.
- 5. That this MoU shall be governed and interpreted in accordance with Indian laws and any legal action or proceeding arising under this MoU shall be subject to the jurisdiction of the courts of Dehradun (Uttarakhand).
- This MoU does not itself establish any legally binding obligations, financial or otherwise. Binding commitments in any of the areas of cooperation outlined will be entered by establishing specific agreements.
- 7. That Each of the Parties shall maintain the utmost confidentiality, regarding the contents of this MoU at all times, and no Party shall use or disclose any confidential information of the other Party for any purpose other than as explicitly permitted by this MoU, without the prior written consent of such 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, provided however in all such circumstances, the disclosing Party shall give prior notice to the other Party before making the disclosure, indicating the nature of information that is proposed to be disclosed and in sufficient time to allow the other Party to seek confidentiality of the information being disclosed, to the extent permitted by law.

#### **TERMS & CONDITIONS**

That this MoU shall be valid for a period of 05 years from the date of its execution i.e. from 2024 to 2028 The MOU can be further renewed and/or a fresh MoU be executed for further period on mutually agreed terms and conditions between both parties.

That if any provision of this MOU is held to be invalid or unenforceable to any extent, the remainder of this MOU shall not be affected, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this MOU shall be replaced with a provision which is valid

Page 4 of 5

and enforceable and most nearly reflects the original intent of the unenforceable provision.

## **TERMINATION**

That either Party shall have the right to terminate the MoU by giving 03 (Three) months' notice in writing with intention to terminate the MoU to the other Party and on expiry of the said notice period, the MoU shall stand terminated.

## **FOCAL POINTS OF CONTACT**

Dr. Apurvaa Trivedi, Associate Professor, HSMS at SRHU, and Mr. Anup Kumar, Chairperson, ISTD Dehradun Chapter at ISTD, will be the focal points of contact regarding each and every matter regarding the collaboration.

In WITNESS WHERE OF both the parties have signed this deed through their authorised persons and officers, in the presence of the witnesses hereinafter mentioned.

For and on behalf of Swami Rama **Himalayan University** 

Dr. Mukesh Bijalwan

Registrar

Swami Rama Himalayan University

For and on behalf of ISTD Dehradun Chapter

Mr. Anup Kumar

Chairman

Chairperson ISTD, Dehradun Chapter

ISTD Dehradun Chapter

Witnesses:

1.Signature

Address:

Witnesses:

1.Signature:

Name: Dinesh Kumar Sharma Hony. Treasurer (15TD, Dehradun Chapter)

Address H. No. P4-27, yomana

Colony, Dehradun