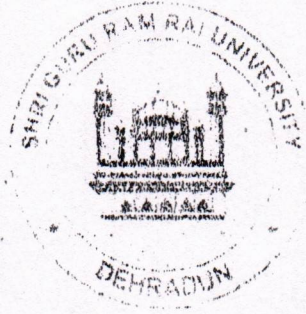


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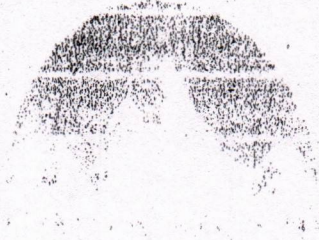
Memorandum of Understanding (MoU)

Between



**Shri Guru Ram Rai University, Patel Nagar,
Dehradun (Uttarakhand) - India**

And



**Friends of Himalaya, 1585, Indira Nagar Colony,
Dehradun (Uttarakhand) - India**

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MEMORANDUM OF UNDERSTANDING (MoU)

This Memorandum of Understanding is executed on this ^{11th} day of May 2018, at Dehradun.

BETWEEN

Shri Guru Ram Rai University, Dehradun, a premier University (Established by Govt. of Uttarakhand vide Shri Guru Ram Rai University Act no. 03 of 2017) having its registered office at Shri Guru Ram Rai University Campus, Patel Nagar, Dehradun, Uttarakhand through its authorized representative and signatory Prof. (Dr.) P. P. Dhyani, Vice Chancellor, hereinafter referred to as First Party, expression which shall, unless excluded by or repugnant to the context, be deemed to include it's successors, administrators, executors and assigns of One Part.

AND

'Friends of Himalaya' which is a registered trust under Indian Trust Act, 1882, having Registration Number 17869 dated 15.12.2006, having its Office at 1585, Indira Nagar Colony, Dehradun-248006, Uttarakhand represented by Shri Prem Bahukhandi, Trustee and CEO of The Trust, hereinafter referred to as Second Party, expression which shall, unless excluded by or repugnant to the context, be deemed to include it's successors, administrators, executors and assigns, of The Other Part.

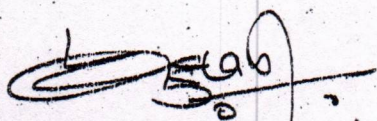
WHEREAS:-

1. The **'Friends of Himalaya'** a Non Profit Trust, presently working in the Uttarakhand Himalayan Region for economic upliftment of the Uttarakhand Himalayan People with special focus on economic empowerment of single woman belonging to the lowest economic strata through creating opportunities for skill development by imparting various skills in order to enable them to acquire financial independence.
2. The SGRR University is a trusted name in field of Education and Healthcare.
3. It has been long felt that in area of Geriatric Care, there is an ever increasing need of Skilled Nurses/Care Takers. Therefore Friends of Himalaya resolved to arrange training of Geriatric Service for Single Women and has approached and requested the SGRR University to become an active Knowledge Partner for purpose of imparting Geriatric Care Training to 50 Single Women Trainees selected / short listed by Friends of Himalaya.
4. Both the parties, pursuant to various discussions, have agreed to enter into this Agreement which specifies a broad framework of co-operation and collaboration between SGRR University and Friends of Himalaya for implementing the project and the schedules along with Appendix/format shall be read as an integral part of this Agreement.

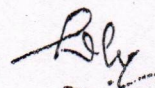
In view of the consideration above, the parties hereto agree as follows :

1. Construction of the Agreement

The agreement shall be governed by and construed in accordance with the laws of INDIA.



2



2. Date of Commencement

The date of commencement of this M.O.U shall begin from the date of the execution mentioned hereinabove.

3. Purpose of the Agreement

To provide Training in Geriatric Care to two batches of 25 Women in each batch.

4. Implementation of the Project

4.1 The Project shall be jointly implemented by both the parties in accordance with the scope of work, implementation plan, periodic monitoring & evaluation and terms & conditions as set out in this agreement.

4.2 No variation in the scope of work and implementation plan as detailed in this agreement, shall be allowed unless otherwise agreed by both the parties in the form of amendment to this Agreement.

4.3 Friends of Himalaya will pay 1,00,000/-INR (Rs. One lakh) to the First Party as One Time all inclusive payment for providing faculty & space for Training, use of it's Library Facility, Teaching- Learning Tools and an Office Space for Support Staff.

4.4 A Joint Certificate shall be provided to the Trainees after the successful completion of Training.

4.5 50% of the faculty (for soft skills) will be provided by the second party i.e Friends of Himalaya.

4.6 The first party may also help in providing internship to the trainees.

5. Responsibilities and Obligations

The role-responsibility of First Party/ Knowledge Partner shall be:-

- Design of course material
- Selection/ identification of facilities / experts
- Class Room Training of Trainees
- Assessment/ Examination of Trainees
- Issue of certificate to successful trainees

The role-responsibility of the Second Party:

- All the activities related to Identification, Mobilisation, Motivation will be done by the Friends of Himalaya.
- All kind of record keeping will be done by the organization.
- All activities (outside classroom) related to internship and placement will be done by the organization.
- Development of a placement agency or company will be done by the organization.

6. Payment Plan

- a. The Fees of 1,00,000/-INR (Rs. One lakh) to the First Party by Second Party, as One Time all inclusive payment towards training of Women Trainees and use of it's Facilities required towards training.
- b. 25% of the total fees i.e. INR 25,000/- (Twenty Five Thousand Rupees Only) shall be paid to First Party at the time of signing of the agreement.

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7. Termination

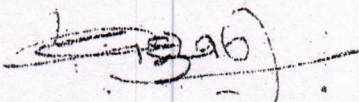
Violation of any of the provisions specified in various clauses of this agreement and terms of reference that lead to a conflict which may affect the objectives of the program, at any time of agreement, shall be sufficient ground for termination of the agreement.

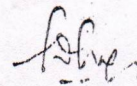
8. Force Majeure:

- 8.1 In the event of either party being rendered unable by *Force Majeure* to perform any obligations required to be performed by them under this Agreement, the relative obligation of the party affected by such *Force Majeure* shall be suspended for the period during which such cause lasts.
- 8.2 If the performance of the Agreement by either party is delayed, hindered or prevented or is otherwise frustrated by reason of *force majeure*, which shall mean war/hostilities, riot or civil commotion, fire, flood or earthquake, tempest, lightning or other natural physical disaster; restriction imposed by the Government or other Statutory bodies which prevent or delays the execution of the Agreement by the ANY PARTY and any event beyond the control of parties to the Agreement, then the party so affected shall promptly notify the other party in writing specifying the nature of the *Force Majeure* and of the anticipated delay in the performance of the Agreement. From the date of the notification, both parties with mutual agreement, shall either terminate the Agreement forthwith or suspend the performance of the Agreement for a period not exceeding 6 months. If after the expiry of the period of suspension, the reasons for the suspension still remain, BOTH PARTY with mutual agreement, shall treat the Agreement as terminated.
- 8.3 Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable to perform its obligation under this Agreement, shall notify the other party in writing, the beginning of the cause amounting to *Force Majeure* as also the ending of the said cause by giving notice to the other party within 72 hours of the beginning of the cause or ending of the cause, as the case may be.

9. Dispute Resolution

- 9.1 In case of any dispute, both the parties (i.e. SGRR University and Friends of Himalaya) shall make all efforts to resolve by way of conciliation process. In the event of any doubt, dispute or difference arising under the agreement (except as to matters, the decision to which is specifically provided under this agreement) remains unresolved, the same shall be referred to the District Court Dehradun for appointment of Sole Arbitrator. The provisions of Indian Arbitration & Conciliation Act, 1996 (as amended from time to time) shall apply on both the parties.
- 9.2 It is also a term of the agreement that the fee payable to the Arbitrator, shall be paid equally by both the parties. The language used in the arbitral proceedings shall be English.
- 9.3 The venue of the arbitration proceedings shall be in the office of Vice Chancellor, Shri Guru Ram Rai University, Dehradun, Uttarakhand.





9.4 All disputes arising between the parties herein shall be subject to the jurisdiction of the courts of Dehradun only.

10. Conflict of Interest

10.1 Neither the parties nor any of their representatives or agent shall engage in any personal business or professional activities, either during the course of or after the termination of this Agreement, which conflict with or could potentially conflict with the object of the Project.

10.2 The SECOND PARTY shall notify SGRR University immediately of any such conflict and suggest / take immediate remedial measures to ensure that the Project is completed as per the terms and conditions agreed upon.

11. Disclosure of Information, intellectual Property Rights and Official Securities Act

11.1 All Intellectual Property in any technical/capacity building material provided by any parties, under this agreement shall be the property of SECOND PARTY.

11.2 'Both the Parties' shall not during or after the termination of the Agreement disclose to any third party confidential information arising from the Agreement (other than in the course of performance of their duties hereunder or as may be required by a court or arbitration panel of competent jurisdiction) except with the prior written permission from the other party.

12. General Provisions

Nothing contained in this Agreement shall be construed or have the effect of construing or constituting a relationship of employer and employee or principle and agent between SGRR University and the SECOND PARTY.

13. Amendment

In case any amendments are required to any part of the Agreement, the SECOND PARTY shall agree to incorporate such amendments and implement the same in the field. The Agreement shall be amended only by a written instrument with mutual consent of the parties to the Agreement. The amendments shall be documented and allotted a distinctive number <Amendment No>;<Date>.

14. Validity

This Validity of the Agreement will be one year (12 Months) from the date of Signing of the agreement. Both Parties, at their sole discretion, may agree to extend the validity of the Agreement for this Project or for similar other projects to be undertaken in future in same or other locations.

15. This Agreement has been executed in two counterparts, each of which when executed by both parties hereto, shall constitute an original, but all of which shall constitute one and the same instrument.

16. Address for Communication

Friends of Himalaya	Shri Guru Ram Rai University
Mr. Prem Bahukhandi, Trustee and CEO, Friends of Himalaya 1585- Indira Nagar Colony, PO New Forest, Dehradun 248006, Uttrakhand	Prof. (Dr.) P.P. Dhyani Vice Chancellor, Shri Guru Ram Rai University, Dehradun, Uttarakhand

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed on the date, month and year first written hereinabove at Dehradun.

For and on behalf of
 'Friends of Himalaya'

(Slab 11/05/2018)
 Mr. Prem Bahukhandi,
 Trustee and CEO, Friends of Himalaya
 1585- Indira Nagar Colony,
 PO - New Forest, Dehradun 248006,
 Uttarakhand

Witnesses:

1. GShahi

For and on behalf of SGRR University

(Slab 11/05/2018)
 Prof. (Dr.) P. P. Dhyani
 Vice Chancellor, **Vice Chancellor**
 Shri Guru Ram Rai University,
 Dehradun (Uttarakhand)-248001
 Uttarakhand

2.

Slab
 11/05/18

Subject: MoU for Facilitating Collaborative Training, Education and Research.

Uttarakhand State Council for Science and Technology (UCOST), Dehra dun established in the year 2005 has been actively promoting science and scientific temperament in the state. One of the mandates of the council is to cohesively work with esteemed institutions and departments within the state for enhancing the research and development, science popularization, entrepreneurship development activities.

Shri Guru Ram Rai University, Dehradun an upcoming university recognized in 2017 by the Govt. of Uttarakhand has been providing educational courses in medical, science and humanities stream. The University envisages advancing the intellectual and social conditions of the people through creation, translation and dissemination of knowledge.

Since last six months, the hon'ble Vice Chancellor, Dr P.P. Dhyani and Faculty members of SGRR University were in constant touch with council for long term association in scientific research and development activities. After extensive deliberations and discussions, it was thought to sign an MoU between the two institutions. The IP and related issues will be delt mutually. To this effect, an MoU is drafted (copy of the same is attached on the right side) which can be signed after mutual consent.

If agreed, the Director General, UCOST and Vice Chancellor, SGRR University may sign the MoU for larger benefit of the state.

sd/-

(Dr Govind Kumar)
Scientific Officer

sd/-

(Dr Kirti Joshi)
Scientific Officer

sd/-

(Dr Piyush Joshi)
Sr. Scientific Officer

sd/-

(Dr Ashutosh Mishra)
Sr. Scientific Officer (I/c)

sd/-

(Dr D.P. Uniyal)
Sr. Scientific Officer

sd/-

(Dr P.P. Dhyani)
Vice Chancellor,
SGRR University

sd/-

(Dr Rajendra Dobhal)
Director General, UCOST