



## MEMORANDUM OF UNDERSTANDING (MoU)

This MoU is made on this 16th of July in the year, 2021

BETWEEN

**Swami Rama Himalayan University (SRHU)**, India a University established under section 2(f) of University Grant Commission Act and enacted vide Uttarakhand Act No. 12 of 2013 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

**The Danish Consortium of Academic Craftsmanship**, is a consortium consisting of four Danish Vocational Education Institutions (EUC Syd, ZBC, TEC and IBC), here represented by the legal entity/ President of IBC International Business College, Denmark, established as a privately held institution in 1888 and governed under law no 590 of 24<sup>th</sup> of June 2005 (herein after called as “DCAC”) the Second Party.

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

WHEREAS THE SRHU is a University with emphasis on providing education, training and research in the areas of medical sciences, dental sciences, allied health sciences, pharmacy, nursing, management studies, science, engineering and technology, rural development, humanities, yoga sciences and other areas of higher education and also providing health care facilities’ through its established teaching hospital.

WHEREAS THE DCAC, Denmark is a consortium working with applied sciences, and providing education, training and organizational development in companies through education. DCAC works in the areas of business and administration, building and construction, industry and production, technology and energy, transport and logistics,

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entrepreneurship and innovation and sustainability within all areas. DCAC is committed to the sustainable development goals of the UN.

SRHU and DCAC 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 & DCAC 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 educational institutes.

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.

That both parties works towards the common objective of raising the living standards, the employability and the overall happiness of our common students.

### **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 Lease shall be effective unless it is in writing and signed by both the Parties.

### **SCOPE & AREAS OF ACTIVITIES:**

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

1. To set up and develop a Center of Excellence, namely SUNCoE (Swami Rama Himalayan University and Nordic Center of Excellence) for creating, developing and enabling skills and integrating into normal curriculum where possible

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2. To develop the idea of Academic craftsmanship, a skill driven academic training
3. To share pedagogical knowledge and best practices in ways beneficial to both educational institutions
4. Developing joint certificate / diploma / degree programs
5. Promoting student innovation and entrepreneurship
6. Exchange of faculty and student for teaching, training, skill development, research etc.

### **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**

1. 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 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).

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6. 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**

1. That this MoU shall be valid for a period of two years from the date of its execution i.e. from 16<sup>th</sup> July 2021 to 15<sup>th</sup> July 2023. 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.
2. 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 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.



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## **FOCAL POINTS OF CONTACT**

Dr. Som Aditya Juyal at SRHU, and Mr. Michael Christiansen at DCAC, 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 Swami Rama Himalayan University**



Dr. Susheela Sharma  
Registrar  
Swami Rama Himalayan University Swami  
Ram Nagar, Jolly Grant Dehradun-248016  
Uttarakhand, India

**For DCAC/IBC**



Michael Christiansen  
COO – Head of International Relations  
IBC International Business College  
Birkemosevej 1  
DK-6000 Kolding, Denmark

**Witness:**

1. Dr. Som Aditya Juyal

Associate Professor  
Himalayan School of Management Studies  
Swami Rama Himalayan University  
Swami Ram Nagar, Jolly Grant  
Dehradun-248016  
Uttarakhand, India

**Witness:**

2. Dr. Amit Nautiyal

Associate Professor  
Himalayan School of Management Studies  
Swami Rama Himalayan University  
Swami Ram Nagar, Jolly Grant  
Dehradun-248016  
Uttarakhand, India

