

---

## **MEMORANDUM OF UNDERSTANDING between**

**Rama Foundation (A Charity Registered (Charity No. 1114171) established in 1996 under the Laws of the United Kingdom of Great Britain and Northern Ireland), U.K.**

**&**

**Swami Rama Himalayan University (SRHU), a university established under section 2(f) of UGC Act, 1956 vide Uttarakhand State Act, Dehradun, India.**

***for establishing a health partnership that promotes the exchange of healthcare knowledge, expertise, best practices, technologies, and research innovations.***

*Anil* *Atma*

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "MoU") is agreed and entered into on 12<sup>th</sup> of August of 2025 by and between

Rama Foundation (A Charity Registered (Charity No. 1114171) established in 1996, under the Laws of the United Kingdom of Great Britain and Northern Ireland), through its Trustee, Arshika Dutta having its Head Office at Rama Krippa, 14 Hauxton Road, Trumpington, Cambridge, CB2 9LT, United Kingdom, which expression, unless otherwise provided, shall include its successor and assignees).

And

Swami Rama Himalayan University (SRHU), a university established under section 2(f) of UGC Act, 1956 vide Uttarakhand State Act, through its Registrar, Commander Challa Venkateswar (Retd.) having its Head Office at Swami Ram Nagar, P.O. Jolly Grant, Dehradun. Which expression, unless otherwise provided, shall include its successor and assignees).

'Rama Foundation' and 'Swami Rama Himalayan University' shall, hereinafter, referred individually as 'RF' and 'SRHU' and collectively as 'Parties/participants'.

WHEREAS The Rama Foundation is dedicated to supporting healthcare and education initiatives for socially and economically disadvantaged communities, particularly in India. It works in close collaboration with local organizations to strengthen service delivery, promote skill development, and improve community well-being. Through its volunteer programs and capacity-building efforts, Rama Foundation UK aims to facilitate sustainable development and equitable access to quality healthcare and education services.

WHEREAS Swami Rama Himalayan University (SRHU), a top private university in Dehradun endeavors to transform lives through holistic approach to education, providing integrated health care 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 seven schools and colleges namely: Himalayan Institute of Medical Sciences, Himalayan College of Nursing, School of Management Studies, School of Science & Technology, School of Bio Sciences, School of Yoga Science, School of Pharmaceutical

 

Sciences. Students have a range of options to pursue their academic aspirations and further advance their learnings through interdisciplinary and multidisciplinary programs and research. In addition, there are ample opportunities for extra-curricular & co-curricular activities necessary to become an all-rounder. Furthermore, mentoring, meditation & Science of Joyful Living (SoJL) workshops help students grow as complete individuals.

WHEREAS this MoU establishes a collaborative partnership to facilitate healthcare education, research, and service enhancement, leveraging the expertise and support of Rama Foundation and its partners in UK.

WHEREAS the parties recognize that health partnerships are an effective model for improving health and health services based on ideas of co-development, reciprocal learning and mutual benefits between actors (people or groups such as doctors, nurses, public health workers, researchers, or government officials) and institutions from different countries, and to that end, desire to develop such a partnership to facilitate the exchange of clinical knowledge, ideas, working practices, technologies and research (the "health partnership").

WHEREAS this MOU contemplates that the participants may disclose to one or the other Participant (hereinafter "the Receiving Participants" certain information which is deemed proprietary and confidential (hereinafter "the Confidential Information") either in writing or orally in connection with discussing the health partnership;

NOW THEREFORE, the participants enter into the following understanding:

## 1. OBJECTIVES

To develop a Health Partnership to facilitate the exchange of healthcare knowledge, ideas, skills, working practices, technologies and research.

Health partnerships are a model for improving health and health services based on ideas of co-development between actors and institutions from different countries. The partnerships are long-term but not permanent and are based on ideas of reciprocal learning and mutual benefits.

The health partnership model will be used, and all parties will work together to develop a health partnership aligned with the Principles of Partnership such as:

- Strategic
- Harmonised and Aligned
- Effective and Sustainable



- Respectful and Reciprocal
- Organised and Accountable
- Responsible
- Flexible, Resourceful and Innovative
- Committed to joint learning
- Embed Equity and Inclusion
- Committed to Climate Action

Funding for health partnership activity shall be sought jointly by partners and will be used to enable the exchange and development of skills and knowledge of all parties. The focus of health partnership activity shall be training of health workers and service development.

## **2. AREAS OF COLLABORATION**

SRHU and RF and its partners in UK shall Collaborate to facilitate knowledge exchange between health care professionals from UK and India and shall:

- Support the continued development of clinical care through sharing of best practice and student and faculty exchange programs.
- Partner with and enhance support for the development of palliative and supportive care services in community and hospital settings.
- Jointly develop treatment protocols and guidance for patients and support the continued development of clinical care through sharing of best practice.
- Develop and promote joint research initiatives in healthcare delivery models and education.

Periodic activity plans will be jointly developed by partners and exist as addendums to this Memorandum of Understanding.

## **3. DURATION**

This MoU will become effective on the date of signatures by both Parties. It will remain valid for a period of five (05) years from the date of the last signature, with the understanding that it may be modified / renewed by written mutual consent of both the Parties.



#### **4. RESPONSIBILITIES OF RAMA FOUNDATION**

- Serve as the primary intermediary between its UK partners and SRHU.
- Coordinate training programs, faculty exchanges, and research collaborations.
- Facilitate compliance with UK healthcare standards and regulatory frameworks.
- Enable reciprocal learning and exchange between SRHU and UK partners

#### **5. RESPONSIBILITIES OF SRHU**

- Develop and implement best practices in health care with Rama Foundation and its UK Partners.
- Co-develop and co-deliver with Rama Foundation and UK partners training programmes, faculty exchanges and research collaborations.
- Engage in student and faculty exchange programs.
- Conduct joint research with Rama Foundation and its UK Partners.
- Develop community and hospital-based healthcare services in collaboration with Rama Foundation and its UK Partners

#### **6. RIGHTS AND REMEDIES**

No rights, benefits or obligations, remedies, or undertakings other than those expressly recited herewith are to be implied from this MOU.

#### **7. CONFIDENTIAL INFORMATION AND CONFIDENTIALITY**

**(a)** "Confidential Information" shall mean all information, whatever medium, whether disclosed in writing, orally, by visual means, or in any other form, to the Receiving Party by or on behalf of the participant that has proprietary rights over such information, either directly or indirectly, or otherwise learned or obtained by the Receiving Party from its dealings with the participant that has proprietary rights over such information. Confidential Information also includes information which may be developed by the Receiving Party in the course of its review of the Confidential Information, including without limitation any analysis, compilations, studies or other documents based in whole or in part on any confidential Information.

Confidential Information shall not include information which:

- i. is or becomes available in the public domain through no wrongful act or omission of the Receiving Party;

- ii. is available from other source without breach of any obligation to the Participant that has proprietary rights over such information by any such party/source,
- iii. was already known to the Receiving party, as evidenced by the Receiving Party's written records, prior to the earliest date of submission to the Receiving Party by the Participant that has proprietary rights over such information, or is independently developed by the Receiving party without reliance upon the Confidential Information disclosed, as evidenced by written records. If part of Confidential Information comes into the public domain, only that part and not related or other parts are to be considered part of the public domain.
- iv. is required to be disclosed by law, regulation, or order of a court or statutory authority.

**(b)** Each Participant will keep confidential and not disclose to any person or institution or organisation any confidential information acquired by such Participant in connection with this MoU unless the disclosing Participant has received the prior written approval of the other Participants for the disclosure.

**(c)** The undertakings of the Participants under this paragraph shall continue following the expiry or termination of this MOU.

## **8. USE OF NAME AND LOGO**

Each of the Parties may use the name, logo and/or official emblem of the other Party for the purposes of this MoU with the prior written approval of other Party.

## **9. FORCE MAJEURE**

Neither party shall be held responsible for non-fulfilment of their respective obligations under this MoU due to the exigency of one or more of the force majeure events such as, but not limited to, Acts of God, war, flood, earthquakes, strike, lockouts, epidemics, pandemic, riots, civil commotion, etc. provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within 15 days of such occurrence or cessation. Soon after the cause of Force majeure has ceased, the party whose ability to perform its obligation has been affected shall notify the other of such cessation and of the actual delay occurred in the affected activity. The agreed time of completion of the respective obligation under this MoU shall be extended by the period equal to the period of delay occasioned by such event. If the force-majeure conditions continue beyond three months, the parties shall then mutually decide to terminate this MoU or may plan the future course of action.

## **10. Intellectual Property**

Each Party shall retain all rights, title, and interest in and to its pre-existing intellectual property, including but not limited to inventions, software, data, know-how, copyrights, trademarks, trade secrets, and patents developed or acquired prior to the commencement of this collaboration. Nothing in this agreement shall be construed as granting, by implication or otherwise, any rights or licenses to the other Party's pre-existing intellectual property, except as may be expressly set forth in a separate written agreement.

## **11. Indemnity**

Either party agrees to defend, indemnify and shall accordingly hold harmless the other party, its directors, officers, employees, agents and affiliates ("Indemnified Person") from and against any losses or liabilities caused by the defaulting party, its directors/trustees, officers, employees or agents ("Personnel") and from any and all claims, damages, consequences, exposure, outgoings, prejudices, costs, taxes, duties, penalties and interest thereon or expenses of any kind, including reasonable attorney's fees and legal costs (incurred whether in protection or defence) which may be incurred by or asserted against the Indemnified persons on account of or arising out of or resulting from the acts, omissions, negligence or intentional misconduct of defaulting party and/or its Personnel, any bodily injury or destruction of tangible property, any claims for breach by the defaulting party of any of its obligations contained in this agreement or any violation of applicable laws.

## **12. Governing laws and disputes resolution**

- (a) This MoU all respects shall be governed by and construed in accordance with the laws of the Republic of India.
- (b) Any unresolved dispute shall be referred to the senior management of the foundation and the University and if required, both shall engage an independent arbitrator with mutual consent in accordance with Arbitration and Conciliation Act, 1966 and rules framed thereof. Arbitration shall be conducted at Dehradun, Uttarakhand, India. The decision of arbitrators so reached shall be final and binding on both the Parties. Language of arbitration shall be English.
- (c) Subject to the Arbitration Clause, the Courts competent jurisdiction at Dehradun, Uttarakhand, India shall have exclusive jurisdiction in respect of any and all matters pertaining to this MOU.

### 13. GENERAL PROVISIONS

- (a) **Enforceability of law.** In the event that any portion of this Agreement is found to be invalid or unenforceable under any Applicable Law, that portion of this Agreement shall be disapplied to the extent necessary to comply with such Applicable Law, and the remainder of this Agreement shall remain in full force and effect.
- (b) **Substantive Agreement.** Unless and until a substantive agreement with respect to the Health Partnership is entered into, neither Participant hereto will be under any legal obligation of any kind whatsoever with respect to the matters specifically covered in this MOU.
- (c) **Successors and Assigns.** This MOU is personal to the Participants and is not assignable or transferable by any Participant hereto, in whole or in part, without the written consent of the other Participants. Any attempted assignment without such written consent shall be void and be contrary to this understanding.
- (d) **Waiver.** A waiver by any Participant of any provision of this MOU shall not be effective unless in writing, and no such waiver shall operate or be construed as a waiver of the same or any other provision on a subsequent occasion.
- (e) **Financial arrangements.** This MoU places no financial obligations or supplementary funding commitments on either Party. These activities shall be defined through separate programme agreements, detailing the commitment of resources (financial or otherwise) required from each institution. Subsequent programme agreements must be approved in writing by the authorized representatives from both Parties. Each Party will be responsible for its own costs in connection with all matters relating to collaborations under this MoU.

### 14. TERMINATION

This MOU may be terminated either upon a substantive agreement with respect to a health partnership being entered into or, in the absence of, or prior to a substantive agreement being entered into, by any Participant giving 3 (Three) months written notice to the other Participants, without liability being incurred by the Participant giving such notice. In the event of termination, the Participants will consult to determine how any outstanding matters should be dealt with.

Signed in duplicate and in counterparts in the English language, each of which versions so executed and delivered shall be an original and all the counterparts shall together constitute one and the same instrument.

**THUS DONE AND EXECUTED IN Dehradun, India**

This ..... <sup>12<sup>th</sup></sup> day of ..... <sup>August</sup> ..... 2025

**FOR AND ON BEHALF OF RAMA FOUNDATION**

ARTIKA DATTA ..... *Artika* .....  
NAME SIGNATURE

(being authorised in this capacity as ..... *TRUSTEE* .....

**Witnesses**

1. *Evelyn Brealey* ..... *Evelyn* .....  
NAME SIGNATURE

2. *Munshi Datta* ..... *Munshi* .....  
NAME SIGNATURE

THUS DONE AND EXECUTED IN Dehradun, India

This ..... 12<sup>th</sup> day of August ..... 2025

FOR AND ON BEHALF OF

SWAMI RAMA HIMALAYAN UNIVERSITY (SRHU)

Commander Challa Venkateswar (Retd.) SIGNATURE

Registrar, SRHU.

(being authorised in this capacity as ..... *Registrar, SRHU* .....

**Witnesses:**

1. *Abhishek* :

NAME *Abhishek* SIGNATURE

2. *Dr. A. K. Deochari* : *A. K. Deochari*

NAME SIGNATURE