

MEMORANDUM OF UNDERSTANDING

FOR

KAMDHENU CHAIR

BETWEEN



**UTTARAKHAND AYURVED UNIVERSITY
DEHRADUN, UTTARAKHAND**

AND



IECSME

**INDO-EUROPEAN CHAMBER
OF SMALL & MEDIUM ENTERPRISES**

AYODHYA, UTTAR PRADESH

(<http://www.iecsme.in>)

01 January, 2021

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**INDO EUROPEAN CHAMBER OF SMALL AND MEDIUM ENTERPRISES (IECSME)
AYODHYA, UTTAR PRADESH**

This Memorandum of Understanding (herein after referred to as 'MOU') entered on the First Day of January 2021 at Dehradun for the purpose of **Kamdhenu Chair** by and between:

UTTARAKHAND AYURVED UNIVERSITY, DEHRADUN (UAU), A State Government University situated at Harrawala, Dehradun hereinafter referred to as, The First Party (this expression includes its successors, executors and permitted assigns).

AND

INDO EUROPEAN CHAMBER OF SMALL AND MEDIUM ENTERPRISES (IECSME), A Private Organization situated at Ayodhya, Uttar Pradesh hereinafter referred to as, The Second Party (this expression includes its successors, executors and permitted assigns).

PREAMBLE

WHEREAS, The First Party Uttarakhand Ayurved University (UAU) Dehradun, was established by the Government of Uttarakhand vide Uttarakhand Ayurved University Act, 2009 for the purpose of ensuring, effective and systematic instructions, teaching, training, research and development in Ayurveda. Presently, UAU offers courses/programs at undergraduate level and postgraduate level such as BAMS, BHMS, BUMS, MD/MS, PhD, etc. and is also engaged in research, design and development and consultancy in various fields such as Ayurveda, Herbal Medicine, Medicinal Plants, Biomedical Sciences, Clinical Studies, Panchagavya, etc.

WHEREAS, Indo European Chamber of Small and Medium Enterprises (IECSME) aims to promote & develop the exchange of information, experiences, methodologies to help the integration amongst Indian and Foreign Companies. IECSME helps in development of partnership to collaborate in the sector based projects so as to promote, design and realize international and national projects & infuse social development. IECSME has, in this regard, established Dr. Kamal Taori International Institute of Panchayati Raj and Holistic Rural Development (DKTIIPR & HRD), to help the villages create entrepreneurship and employment opportunities in the 29 subjects of Panchayati Raj Institutions by identifying Opportunities, overcoming Challenges, facilitating Marketing and establishing Viable Projects in RURAL Areas.

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COLLABORATION AGREEMENT

In General:

Both the Parties wish to join hands to make significant contributions to promote rural management and marketing through Training, Research, Consultancy, Documentation, Dissemination, Education Policy Advocacy and undertaking projects in the related areas. Both the Parties desire to encourage, establish and maintain exchange programs, collaborative training, consultancy, research, documentation, education, policy advocacy and developmental activities in **Rural Management and Marketing**. Furthermore, both the parties wish to foster understanding between UAU and IECSME.

In Particular:

The Parties agree as follows:

Article 1 Cooperation between the parties shall be carried out, subject to availability of resources, the approval of both parties and on the basis of mutual reciprocity, through such activities or programs as:

- 1.1 Training
- 1.2 Research
- 1.3 Consultancy
- 1.4 Documentation
- 1.5 Education
- 1.6 Outreach programs
- 1.7 Exchange programs & Study visits
- 1.8 Policy Advocacy in Rural Management and Marketing
- 1.9 Project execution related to Rural Business HUB and ICT
- 1.10 Any other related activities

Article 2 The cooperation described above will in every case be dependent upon the availability of necessary funds, either from within both parties or from external sources.

Article 3 The areas of cooperation include, subject to mutual consent, any program offered by either party and considered desirable and having potential to contribute to the mission and effectiveness of either party and / or contribute to fostering the cooperative relationship between the parties. The project related to **Kamdhenu Chair** shall be implemented by jointly by UAU and IECSME.

Article 4 The terms and necessary budget for each program or project and activity will be described subsequent to this agreement of cooperation and signed by both parties prior to the initiation of each (funded) cooperative program or activity.

Article 5 Each party shall hold in confidence all confidential information disclosed by one



party to the other. It is agreed not to disclose the information to third parties and only to release and disclose such information to individuals within the party that are directly involved with the project, strictly on a need to know basis.

Notwithstanding anything stated above, the parties agree that information may be shared by either party, subject to confidentiality agreements with potential co-operators in their territories only.

- Article 6** Confidential information can only be used for purposes specifically contemplated in this Agreement of cooperation.
- Article 7** For the purpose of this agreement, Confidential information means any business, technical or financial information that is, at the time of disclosure identified in writing as confidential or proprietary or would be understood by the parties exercising reasonable business judgment to be confidential, including the contents of this Cooperative Agreement.
- Article 8** The foregoing obligations do not apply to information which: i) is or becomes known by the recipient without an obligation to maintain its confidentiality; ii) is or becomes generally known to the public through no act of omission of the recipient or iii) is independently developed by the recipient without use of confidential or proprietary information or iv) is required pursuant to any law or order of any court or regulatory directive having jurisdiction over the receiving party. Unless otherwise agreed in writing, all confidential information remains the property of the disclosing party.
- Article 9** Nothing in this Cooperative Agreement shall affect the ownership of any intellectual property rights or any enhancements, modifications or derivatives thereof (including trademarks, trade name, copyright, patents and design) belonging to the respective party before the date of this Cooperative Agreement or which has been independently developed outside this Cooperative Agreement during the term thereof. Rights regarding **publications, patents, royalty, ownership of software/design/product developed** etc. under the scope of this MoU, shall be decided by the two parties by mutual consent.
- Article 10** In the event of non-fulfillment of the contract terms and conditions due to any reason of force *majeure* namely fires, wars, riots, strikes, natural calamities or other unforeseen event, neither UAU nor IECSME shall be held responsible for any loss or consequential loss.
- Article 11** Both the Parties shall have the right to terminate the agreement, in case the other party fails to provide the services successfully as mentioned in the aforesaid agreement, or violates any of the clauses mentioned in the MoU, duly giving three months' notice only.
- Article 12** The obligations of UAU and IECSME have been outlined in this agreement. However, during the operation of the agreement, circumstances may arise which

call for alteration or modifications of this agreement. These modifications / alterations will be mutually discussed and duly agreed upon in writing.

Article 13 This agreement shall come into force from the date of signing and shall be valid till either party desires to terminate. The agreement can be terminated with three month's notice in writing only, without prejudice to the interests of ongoing joint programs of either of the institutes.

Article 14 This Institutional partnership is nonbinding, non-enforceable and neither financial ramification, but rather is a way of mutual understanding for increasing both Institutions mutual synergic benefits.

Article 15 Every effort shall be taken to establish this collaboration for which minimum required space with electricity and other support systems, depending on the requirement, will be made available by the University Management.

CO-ORDINATION OF PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

- a) The collaborative programme between UAU and IECSME shall be coordinated by a coordination committee appointed by the competent authorities of both the Parties.
- b) Financial arrangements for each specific collaboration will be decided on a case to case basis and brought on record in each case after due approval from heads of both the Parties.

DURATION AND TERMS OF THE MOU

This agreement will become effective with the signatures of the official representatives of each Party. It will remain valid with the understanding that the appropriate authorities of either party may terminate this MoU with a written notice to the other party, three months before termination. The agreement may be amended by mutual written consent of both the Institution. This MoU is written and signed in English with two copies one for both the Parties. Both the parties agree to protect the confidentiality of the mutual records. Each Party shall designate coordinators from each side and every communication will be held only through the coordinators in order to avoid any communication gap or miscommunication.

AMENDMENTS

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

RESOLUTION OF DISPUTES

- a) This agreement shall take effect and be construed in accordance with the Laws of India, Laws of Uttarakhand and be subject to the jurisdiction of the courts at competent courts in Uttarakhand or High Court of Uttarakhand.

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- b) The dispute or difference whatsoever arises between PARTIES in relation to or in connection with this AGREEMENT both the parties shall first try to resolve the dispute/difference amicably between them, failing which the matter shall be referred to and settled through arbitration. The arbitration proceedings shall be held in accordance with the provision of Indian Arbitration and Reconciliation ACT, 1996. The venue of arbitration shall be Dehradun and Language of arbitration shall be English.

Kindly refer to the Annexures attached:

- Annexure :
1. Proposed Action Plan for Kamdhenu Chair.
 2. Proposed Kamdhenu Chair at UAU.
 3. Letter from Rashtriya Kamdhenu Ayog.
 4. Letter from UGC.
 5. Letter from UAU for proposed Kamdhenu Chair.
 6. Brochure of Special Spiritual Zone Shri Ayodhya Ji Uttar Pradesh.

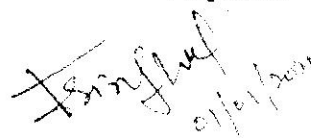
IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

**For and on behalf of
Uttarakhand Ayurved University**


Name: **Dr. Suresh Chaubey**

Position: Registrar
Uttarakhand Ayurved University
Dehradun

**For and on behalf of
Indo European Chamber of Small and
Medium Enterprises**


Name: **Mrs. Laxmi Thakur Singhal**

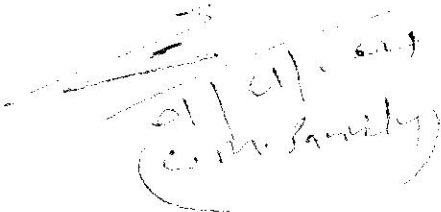
Position: General Secretary
Indo European Chamber of Small and Medium
Enterprises

Witnesses

1.


(C. M. S. S. S. S.)

2.


(C. M. S. S. S. S.)

1. Manoj Kumar Singh

2. Nikhil Garg