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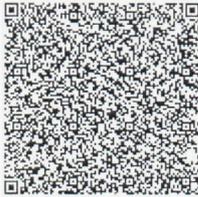
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THIS MEMORANDUM OF UNDERSTANDING is made on 1 February 2022

BETWEEN

PERDANA UNIVERSITY (DU 026(B)), Suite 5.3 5th Floor, Wisma Chase Perdana, Changkat Semantan, Damansara Heights, 50490 Kuala Lumpur, Wilayah Persekutuan, Malaysia.

AND

SWAMI RAMA HIMALAYAN UNIVERSITY, Swami Ram Nagar, Jollygrant, Dehradun-248016, Uttarakhand, India.

(Handwritten Signature)

Statutory Alert:

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3. In case of any discrepancy please inform the Competent Authority.

THIS MEMORANDUM OF UNDERSTANDING is made on **1 February 2022**

BETWEEN

PERDANA UNIVERSITY (DU 026(B)) and having its address at Suite 5.3 5th Floor, Wisma Chase Perdana, Changkat Semantan, Damansara Heights, 50490 Kuala Lumpur, Wilayah Persekutuan, Malaysia (hereinafter referred to as ("**PU**") and will include its lawful representatives and permitted assigns of the other part;

AND

SWAMI RAMA HIMALAYAN UNIVERSITY , a University established under section 2(f) of UGC Act and enacted vide Uttarakhand Act No. 12 of 2013, having its address Swami Ram Nagar, Jolly Grant Dehradun – 248016, Uttarakhand, India (hereinafter referred to as "**SRHU**") and will include its lawful representatives and permitted assigns of the other part;

(hereinafter referred to singularly as "**the Participant**" and collectively as "**the Participants**"),

WHEREAS

The Participants are desirous of entering into this Memorandum of Understanding (hereinafter referred to as "**MOU**") to declare their respective intentions and to establish a basis of direct cooperation and collaboration in the fields of research, education and training programs of mutual interest, between the Participants upon the provisions as contained herein.

THE PARTICIPANTS HAVE REACHED the following understandings:

PARAGRAPH 1 OBJECTIVE

The Participants, subject to the provisions of this MOU and the laws, *rules, regulations and national policies* from time to time in force, will endeavour to establish, promote and develop on a basis of direct cooperation and collaboration in the field of research, education and training programs of mutual interest.

PARAGRAPH 2 AREAS OF COOPERATION

2.1 Each Participant will, subject to the laws, rules, regulations and national policies from time to time in force, governing the subject matter, endeavour to take necessary steps to encourage and promote cooperation in the following areas:

2.1.1 Exchange of Students

2.1.1.1 Students of one Participant may be accepted by the other Participant for admission to undertake postgraduate studies if they meet the specified admission requirements and may also



be accepted to undergo a work attachment programme if such program of studies includes that particular component.

2.1.1.2 Undergraduate students of one Participant may be accepted by the other Participant for admission to undertake some courses as non-graduating students and may also be accepted to undergo a work attachment programme if such program of studies includes that particular component.

2.1.2 **Joint Workshops and Training Programs**

The Participants will jointly initiate Workshops and Training Programs of mutual interest. The Participant who initiates any Workshop and Training Program will, in a field of likely interest to the other Participant, wherever possible, invite Staff of the latter Participant to participate in the Workshop and Training Program on such provisions to be decided upon mutually in writing between the Participants.

2.1.3 **Joint Research and Development Projects**

The Participants will jointly initiate Research and Development Projects of mutual interest. Both Participants will act as a partner or co-researcher in all Research Proposals submitted by either Participant.

The Participant who initiates a Research and Development Project in a field of likely interest to the other Participant will, wherever possible, invite Staff of the latter Participant to participate in the Project on such provisions to be decided upon mutually in writing between the Participants.

2.1.4 **Joint Education Programs**

Participants will endeavour to provide joint Education Programs of mutual interest on such provisions to be decided upon mutually in writing between the Participants.

2.1.5 **Exchange of Staff**

2.1.5.1 Academic Members

Either Participant may invite an Academic Member of the other Participant for a short term exchange programme or sabbatical leave who may be allowed to be engaged in teaching or research on such provisions to be decided upon mutually in writing between the Participants or postgraduate doctoral training.

2.1.5.2 Non-Academic Members



The Participants may decide to exchange Library, Administrative or other Non-Academic Staff for training or work attachment on provisions to be decided upon mutually in writing between the Participants.

2.1.6 Exchange of Publications

The Participants will use their reasonable endeavours to assist each other in the exchange of Publications including the reasonable supply of relevant materials and use of equipment required for research.

2.1.7 Cooperation in Other Areas

This link and cooperation may, subject to mutual agreement in writing, be extended to other areas not mentioned above to be mutually decided upon by the Participants.

PARAGRAPH 3 EXCHANGE PROCEDURE

- 3.1 The procedures to be followed in establishing any exchange scheme or programme or any form of cooperative work under this MOU will be as follows:
- 3.1.1 Proposals for any form of cooperative work which falls under the scope and fields of Academic Link and Cooperation provided in this MOU will be submitted through Liaison Officers designated by both Participants;
 - 3.1.2 The names of the Liaison Officers designated by both Participants will be made known to each other in writing from time to time.
 - 3.1.3 The Liaison Officers will jointly decide on any proposals for any form of cooperative work, provided that the final approval for any exchange scheme, programme or any form of cooperative work under this MOU will be decided and confirmed in writing under the signatures of the Vice Chancellor of PU and the Vice Chancellor of SRHU.
 - 3.1.4 The Liaison Officer will prepare and supervise the program to be implemented and present a joint annual report about the activities of this MOU to both Participants.
 - 3.1.5 The scope, intended outcomes, terms and conditions of any approved exchange scheme, specific activity, programme or any form of cooperative work will be provided in an Addendum to this MOU as and when the need arises.
 - 3.1.7 The exchange of Staff, Students or Teaching, Research and Library materials need not be reciprocal simultaneously.



**PARAGRAPH 4
FINANCIAL ARRANGEMENTS**

- 4.1 This MOU will not give rise to any financial obligation from one Participant to the other.
- 4.2 Except as otherwise set out in this MOU, each Participant will bear its own cost and expenses in relation to this MOU.
- 4.3 The financial arrangements in establishing any exchange scheme or programme or any form of cooperative work under this MOU will be based on the following principles:
- 4.3.1 Charges for all activities will, where appropriate, be based on cost recovery as far as possible;
- 4.3.2 Where it is not possible to follow the principle mentioned in Paragraph 4.3.1 above in specific cases, commitment to funding for any activity will be decided upon by discussion and in writing on a case by case basis;
- 4.3.3 Expenses to be incurred or arising from any exchange scheme or programme or any form of cooperative work under this MOU such as advisory visits and staff attachments, will be negotiated and decided upon mutually in writing and by the signatures of the Vice Chancellor of PU and the Vice Chancellor of SRHU.

**PARAGRAPH 5
EFFECT OF MOU**

This MOU serves only as a record of the Participants' intentions and does not constitute or create, and is not intended to constitute or create obligations, under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

**PARAGRAPH 6
AMENDMENTS**

- 6.1 Either Participant may request in writing an amendment or modification of all or any part of this MOU.
- 6.2 Any amendment or modification which has been decided to by both Participants will be reduced into writing and will form part of this MOU.
- 6.3 Such amendment or modification will come into effect on such date as may be determined by the Participants.
- 6.4 Any amendment or modification will not prejudice the rights and obligations arising from or based on this MOU prior or up to the date of such revision, modification or amendment.



**PARAGRAPH 7
SUSPENSION**

Each Participant reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this MOU which suspension will take effect immediately after notification has been given to the other Participant in writing.

**PARAGRAPH 8
ENTRY INTO EFFECT, DURATION AND TERMINATION**

- 8.1 This MOU will come into effect on the date of signing and will remain in effect for THREE (3) years.
- 8.2 This MOU may be extended for a further period as may be agreed in writing by the Participants.
- 8.3 Each Participant may terminate this MOU by giving the other Participant at least three (3) months written notice of that intention.
- 8.4 Notwithstanding Paragraph 8.3 above, the provisions of this MOU or any other written agreements in respect of any on-going exchange scheme, programme or any form of cooperative work under this MOU will continue to apply until their completion unless both Participants mutually decide in writing to the earlier termination of the scheme, programme or cooperative work.

**PARAGRAPH 9
PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

- 9.1 The protection of intellectual property rights will be enforced in conformity with national laws, rules and regulations and with other international agreements signed by both Participants.
- 9.2 The use of the name, logo and/or official emblem of any of the Participants on any publication, document and/or the paper is prohibited without the prior written approval of either Participant.
- 9.3 Notwithstanding anything in Paragraph 9.1 above, the intellectual property rights in respect of any technological development and any products and services development, carried out:-
- 9.3.1 Jointly by the Participants or research results obtained through the joint activity effort of the Participants will be jointly owned by the Participants in accordance with the provisions to be mutually decided upon; and
- 9.3.2 Solely and separately by the Participant or the research results obtained through the sole and separate effort of the Participant, will be solely owned by the Participant concerned.



**PARAGRAPH 10
CONFIDENTIALITY**

- 10.1 Each Participant will observe the confidentiality and secrecy of documents, information and other data received from or supplied to, the other Participant during the period of the implementation of this MOU or any other agreements made pursuant to this MOU. Provided however, nothing contained herein shall affect the ability of the participants to make disclosure to any governmental authority or any other person under the provisions of any applicable law.
- 10.2 For purposes of Paragraph 10.1 above, such documents, information and data include any documents, information and data which is disclosed by a Participant (the Disclosing Participant) to the other Participant (the Receiving Participant) prior to, or after, the execution of this MOU, involving technical, business, marketing, policy, know-how, planning, project management and other documents, information, data and/or solutions in any form, including but not limited to any document, information or data which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving Participant or if orally given, is given in the circumstances of confidence.
- 10.3 Both Participants agree that the provisions of this Paragraph 10 will continue to have an effect between the Participants notwithstanding the termination of this MOU.

**PARAGRAPH 11
NO AGENCY**

Nothing contained herein is to be constituted a joint venture partnership or formal business organization of any kind between the Participants or so to constitute either Participant as to the agent of the other. Neither PU nor SRHU shall be liable for acts of the other, nor shall they be liable for the acts of students/staff participating in the exchange.

**PARAGRAPH 12
SETTLEMENT OF DISPUTES**

Any difference or dispute between the Participants concerning the interpretation and/or implementation and/or application of any of the provisions of this MOU will be settled amicably through mutual consultation and/or negotiations between the Participants through official channels, without reference to any third parties or international tribunal.

**PARAGRAPH 13
NOTICES**

Any communication under this Memorandum of Understanding will be in writing in the English language and delivered personally or sent by registered mail to the address or sent to the electronic mail address or facsimile number of **PU** or **SRHU**, as the case may be, shown below or to such other address or electronic mail address or facsimile number as either Party may

have notified the sender and will unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledged:-

To **PU**

Vice Chancellor
Perdana University
Suite 5.3 5th Floor and Suite 9.2 9th Floor,
Wisma Chase Perdana, Changkat
Semantan, Damansara Heights, 50490
Kuala Lumpur, Wilayah Persekutuan,
Malaysia
(T) 603-20116478
(F) 603-20113816
(E) vc@perdanauniversity.edu.my

To **SRHU**

Vice Chancellor
Swami Rama Himalayan University
Swami Ram Nagar, Jolly Grant
Dehradun – 248016,
Uttarakhand, India
(T) +91-135-2471102
(E) vc@srhu.edu.in

**PARAGRAPH 14
REPRESENTATIONS AND WARRANTIES OF THE PARTIES**

Each Participant warrants to the other Participant that it has full power and authority to enter into this MOU and that by entering into this MOU and the performance of the activities contemplated herein, it does not and will not violate:(a) any provision of any contract/agreement/MOU that a participant has entered into or any other obligation including the obligation of confidentiality to any third party; or (b) any applicable laws, regulations and regulatory approvals.

**PARAGRAPH 15
COMPLIANCE WITH LAW**

The participants specifically intend to comply with all applicable laws, rules and regulations as they may be amended from time to time.

**PARAGRAPH 16
SEVERABILITY**

The provisions of this MOU are severable, and if any provision of this MOU is found to be invalid, void or unenforceable, the remaining provisions will remain in full force and effect.



**PARAGRAPH 17
NONDISCRIMINATION**

Both the participants agrees that no person shall on the grounds of race, religion, colour, sex, age, national origin or ancestry, genetic information, marital status, parental status, sexual orientation, gender identity and expression or disability be excluded from participation under the terms of this MOU.

**PARAGRAPH 18
WAIVER**

The waiver of any breach of any term of this MOU does not waive any subsequent breach of that or another term of this MOU.

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The foregoing record represents the understandings reached between **PU** and **SRHU** upon the matters referred to therein.



SIGNED, in two (2) original texts, each in English language, all texts being equally authentic, by the authorized signatories on behalf of the Parties.

For and on behalf of
PERDANA UNIVERSITY (PU)



.....
PROF. DATO' DR. MOHAMAD FAROUK ABDULLAH, DSAP, JMN
Vice Chancellor
Perdana University

In the presence of:



.....
ZALINA ABDUL RAHMAN
REGISTRAR

For and on behalf of
**SWAMI RAMA HIMALAYAN UNIVERSITY
(SRHU)**



In the presence of:

.....
DR SUSHEELA SHARMA
REGISTRAR