# MEMORANDUM OF UNDERSTANDING

**between**

**IIHMR University**

**and**

**Digital Empowerment Foundation (DEF)**

**March 2021**

1, Prabhu Dayal Marg, Near Sanganer Airport, Jaipur- 302029, Rajasthan, India.
Ph.: 0141- 3924700, 2791431- 32, Fax: 0141 3924738, E-mail: iihmr@iihmr.edu.in, Web.: www.iihmr.edu.in

## PREAMBLE

This **MEMORANDUM of UNDERSTANDING** (hereafter referred to as MoU) is made on the 22nd day of March 2021 between **IIHMR University, Jaipur** (hereafter referred to as IIHMRU) and **Digital Empowerment Foundation** (hereafter referred to as DEF) a non-profit established under Societies Registration Act, 1860, set up in 2002 in New Delhi, India.

**Recognizing the** important role that both IIHMRU and DEF are playing in the development of the society through responsible knowledge creation and dissemination;
**Appreciating** the necessity of sharing resources available at both organization in enhancing training of high-quality human resources in the identified areas; and
**Conscious** of the various needs, requirements, constraints and changes taking place in social and economic development; and the need to keep abreast with these changes, the parties hereby agree as follows:

## ARTICLE 1: OBJECTIVES OF THE MEMORANDUM OF UNDERSTANDING

i. To promote collaborative courses and capacity building programmes in identified areas;
ii. To promote joint creation of knowledge in the identified areas through collaborative research;
iii. To identify and provide industry/practical training opportunities for the students, working professionals through collaborative skill-focused training programmes;
iv. To jointly explore the international development research and outreach opportunities;
v. To disseminate the created knowledge through joint publication of cases, working-papers, articles, blogs and books; and
vi. To organize the collaborative activities like conferences, seminars, workshops, short-courses for knowledge sharing and capacity building.

## ARTICLE 2: GENERAL PROVISIONS

**i. Relationship between the parties**

Nothing contained herein shall be construed as establishing a relationship of agent and principal or master and servant between the parties. Each party is independent and shall have full control of its operations and undertakings and shall have full responsibility for activities and duties carried by it and on its' behalf under applicable regulatory framework.



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**ii. Good faith and fairness**

a) The parties undertake to act in good faith with respect to each other's rights and obligations under the objectives of this MoU.

b) The parties, their representatives and personnel shall not, either during or after the term of this MoU, disclose any proprietary information relating to the undertaking by both parties and each other's operation without the consent of the other party.

c) The parties recognize the impracticability of providing for every contingency, which may arise during or after the life of the MoU and hereby agree to operate fairly and without detriment to the interests of either of them.

d) The parties shall exchange all necessary legal documents of incorporation and keep each other informed of any changes thereafter.

**iii. Notices**

**Any notice, request or consent required or permission to be given or made pursuant to this MoU shall be in writing**. Any such notice, request or consent shall be deemed to have been given or made to the authorized representative at the Head Office of the party to whom communication is addressed when sent by registered mail, email, or by fax to such party at the following address:

**The Registrar**
IIHMR University
1, Prabhu Dayal Marg,
JAIPUR – 302029. INDIA.
Tel.: + 91-141-3924700 Fax + 91-141-3924738
Email: registrar@iihmr.edu.in

**The Director**
Digital Empowerment Foundation
House 44, 2nd Floor, Opposite Vijay Mandal Enclave Gate No. 1,
Kalu Sarai, New Delhi-110016
Tel.: +91-11-422-33-100
Email: def@defindia.net

Provided that a party may change its physical and postal address and fax hereunder by giving the other party notice of such change pursuant to this clause.
Proof of posting or dispatch shall be deemed to be proof of receipt:

1. In the case of a letter, on the 21st day after posting
2. In the case of email, telex, cable or facsimile, on the day immediately following the date of communication.

Without prejudice to the foregoing provisions, any notice shall be sent by the quickest means reasonably available.

**iv. Authorized Representatives**

Any action required or permitted to be taken and any document required or permitted to be executed under this MoU may be taken or executed:

a) On behalf of IIHMRU, the Dean, Training, IIHMRU or his/her appointee (under copy of all information to the President, IIHMRU).
b) On behalf of DEF, Director, DEF, or his/her appointee.

## ARTICLE 3: SCOPE OF THE MoU

Both institutions do hereby agree to:-

i. The MoU governs the specific objectives and conditions of the collaboration and include the specific operating procedure.
ii. At institutional level, internal operating procedures should be developed to ensure the speedy implementation on the MoU.
**iii. For project specific activity like skill-development programmes, training, consultancy, conference, etc. specific documents can be developed. Such specific documents may include: a Memorandum of Agreement (MoA) – that defines in detail the specific project being undertaken and a Financial Memorandum (FM) – that defines in details all the financial matters.**

## ARTICLE 4: DURATION OF MoU

i. This Memorandum shall become effective immediately from last signature date by appropriately authorized officers of each of the two institutions and shall incorporate all past agreements between the institutions.
ii. The MoU will remain in force for three (03) years at the end of which both parties will review the collaboration.
iii. Where a conflict of meaning arises with earlier agreements, the MoU will take precedent.



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**ARTICLE 5: MODIFICATION/AMMENDMENTS**

Modification of the terms and conditions of this agreement including modification of the scope of responsibilities of the parties may only be made by written agreement between the parties and the same will be incorporated in the annexure of this MoU.

**ARTICLE 6: SUSPENSION AND TERMINATION OF MoU**

i. In the event of one party not fulfilling its part of obligations as spelt out in this MoU and aggrieved party is being adversely affected, the aggrieved party is at liberty to call for discussion within 7 to 21 days.
ii. In the event of the other party not availing itself for renegotiating the aggrieved party may give the other party a notice of termination but in the meantime handle the cause of grievance/dispute in the best way possible to avoid further deterioration/harm occurring.
iii. Either party may terminate this MoU by giving six months written notice. In the event of such termination of the MoU any on-going activity under the collaboration shall be dealt with as shall be mutually agreed by the two institutions. Where such activity involves students, the parties guarantee that students will be allowed to complete their studies.

**FOR IIHMRU**

President

Dr P.R. Sodani
22/3/21

In the presence of:

Dr. Sheenu Jain
Sheenu
22/3/21.

**FOR DEF**

for.
Director

(DR. SHAHID SIDDIQUE)
Additional General Manager.

In the presence of:

Ms. Shivangi karmakar
Shivangi
15/04/21



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