



MEMORANDUM OF UNDERSTANDING

BETWEEN



**CENTRAL UNIVERSITY OF HIMACHAL PRADESH, INDIA
(ESTABLISHED UNDER THE CENTRAL UNIVERSITIES ACT 2009)**

AND

UNIVERSITY OF WOLVERHAMPTON, UK

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is entered on the 3rd of October 2024

Between

Central University of Himachal Pradesh, a University established under the Central Universities Act of India, 2009 and having its registered office at **Dharamshala, Kangra, Pin-code 176215** (hereinafter referred to as CUHP) represented herein by the **Registrar, CUHP** which expression shall, unless repugnant to the context or meaning thereof, include its successors-in-interest, Legal representatives and permitted assigns); as first party

And

THE UNIVERSITY OF WOLVERHAMPTON of Wulfruna Street, Wolverhampton, West Midlands, WV1 1LY UK which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns): as Second Party

Collectively known as "Parties" to this Understanding.

WHEREAS

The purpose of the MOU is to promote mutual cooperation in skill development and establish a framework for programmes of exchange and collaboration in areas of Entrepreneurship Development.

IT IS AGREED:

1. This Understanding is intended to be beneficial to both Parties without any financial obligations.
2. Should the Parties wish to enter into a formal collaboration, including but not limited to, collaborative work, transfers and financial associated work. The Parties will enter into a separate legally binding agreement.

Key Areas of Cooperation:

1. Joint Skill Developments

Both the universities / institute shall work jointly for exploring opportunities of developing programmes and skill development initiatives in the multiple areas including



2. Entrepreneurship Development.

Joint Holding of Conference/Seminar/Workshop/ Training/Symposia etc

Joint organization of conference/workshop/seminar/symposia/ summer school/training/faculty development programme/ lectures etc to improve the exchange of knowledge and experience.

3. Industry Exchange Programme

Both the universities / institution shall work jointly for the exchange of faculties /Experts depending on the requirement and experience for the benefit of the students and the research scholars.

4. Exchange of Knowledge Resource

Sharing of books, journals and teaching materials including textbooks, audio-videos, publications, reports and other teaching aids.

CONFIDENTIALITY

1. Upon sharing any Confidential Information or Commercially Sensitive Information ('Information'). The Party who is in receipt of the Information ("Receiving Party") agrees that all information:

3.1 shall not be used for any other purpose other than discussed; and

3.2 shall be held in the strictest confidence and treated confidential, belonging to the Party disclosing said Information ("Disclosing Party"); and

3.3 shall be treated no less than a reasonable level of care; and

3.4 shall not be divulged directly or indirectly, or otherwise made available in whole or in part to any third party without the prior written consent of the Disclosing Party.

2. Pursuant to the requirements of any applicable law or regulation (provided, in the case of a disclosure under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004) or the order of any Court of competent jurisdiction, and the Party required to make that disclosure has informed the other Party, within a reasonable time after being required to make the disclosure, of the requirement to disclose and the information required to be disclosed; or

4.1 to its employees and officers directly engaged in the Permitted Purpose and whose knowledge of the Information is essential for the purpose of this Understanding. Provided that prior to any disclosure of Confidential Information under this clause 4.1, the Receiving Party shall ensure that each recipient agrees to be bound by the obligations of this agreement as if it were a Party.

3. The obligations contained in Clause 3 shall not apply to such of the Confidential Information as:

a. is at the time of being obtained by the Receiving Party within the public domain other than as a result of breach of this Agreement; or

- b. is proved by documentary evidence to the satisfaction of the Disclosing Party as being at the time of the Agreement already lawfully in the possession of the Receiving Party; or
 - c. after being obtained by the Receiving Party comes within the public domain other than by reason of a breach by any Party of the obligations contained in this Agreement; or
 - d. is properly received by the Receiving Party from a third party who is rightfully in possession of such Confidential Information and who is not bound by any obligation of confidence or secrecy; or
 - e. is proved by contemporaneous documentary evidence as having been independently developed by the Receiving Party with no knowledge of the Confidential Information.
4. Nothing in this Agreement obliges either Party to disclose Confidential Information to the other.
5. All Confidential Information remains the property of the Disclosing Party and the disclosure of Confidential Information does not amount to a licence or similar right, in favour of the Receiving Party.
6. The Disclosing Party confirms that the Confidential Information is given by it in good faith but does not represent that the Confidential Information is accurate, up to date, exhaustive or complete on the subject matter concerned.

INTELLECTUAL PROPERTY

7. For the avoidance of doubt, nothing in this Agreement shall affect the ownership of any existing intellectual property.

LIABILITY

8. The Disclosing Party gives no warranties in relation to the Information disclosed under this Agreement. No warranty or representation, express or implied, is given by the Disclosing Party as to the accuracy, efficacy, completeness or capabilities of any information provided under this Agreement.

TERMINATION

9. This Agreement shall remain in full force and effect for a period of five (5) years from the Effective Date and then shall automatically terminate unless renewed by mutual consent in writing although either Party may terminate this Agreement at any time on thirty (30) days notice in writing to the other Party.
10. Following termination of this Agreement, the Receiving Party shall make no further use of the Confidential Information. The Receiving Party's obligations under this Agreement shall otherwise continue in force, for a period of five (5) years from the Effective Date.



GENERAL

11. To the extent a provision or section of this Agreement is invalid, unenforceable whether in whole or in part, the remaining provisions or sections of this Agreement shall remain unaffected.

12. This Agreement is personal to the Parties and neither Party shall assign, charge or otherwise transfer any rights or obligations under this Agreement, without the prior written consent of the other Party.

NOTICES

13. Any notice to be given under this Agreement shall be in writing (which includes e-mail) or shall be sent by first class mail or air mail to the relevant address of the relevant Party as set out below, or such other address as that Party may from time to time notify to the other Party in accordance with this Clause. Notices should be acknowledged with receipt of said notice.

a. In the case of notices to the **University of Wolverhampton**, send to:
University of Wolverhampton,
Wulfruna Building,
Wulfruna Street,
Wolverhampton
WV1 1LY. UK

E-mail: legalservices@wlv.ac.uk

b. In the case of notices to **Central University of Himachal Pradesh** send to:
Central University of Himachal Pradesh
Dharamshala, Kangra. India
Pin-code 176215.

Email: vc@hpcu.ac.in

GOVERNING LAW AND JURISDICTION

14. The construction, validity and performance of this Agreement shall be governed by English Law and the Parties submit to the exclusive jurisdiction of the courts of England.

EQUALITY, DATA PROTECTION, ANTI-BRIBERY AND MODERN SLAVERY

15. The Parties shall not unlawfully discriminate either directly or indirectly on such grounds as gender, race, colour, national origin, disability, sexual orientation or age within the meaning of the Equality Act 2010 and all legislation, directives and guidance relating to equality and discrimination.

16. The Parties will fully comply with the provisions of the Data Protection Act 2018 and all legislation, directives and guidance relating to data protection.

17. The Parties shall be entitled to cancel this Agreement immediately upon written notice if the other Party or its employees or agents are found to have made, offered, accepted or taken



or agreed to make or take any gift, bribe, hospitality or consideration of any kind from any person or body as an inducement or reward for showing or forbearing to show favour or disfavour to any person or for doing or forbearing to do any action in relation to or for the purposes of offering or obtaining an advantage in relation to performance of this Agreement or where such action is in contravention of the Bribery Act 2010. The Parties warrant that they have adequate and robust policies and procedures in place in accordance with guidance issued under the Bribery Act 2010.

18. The Parties declare that they are not involved in modern slavery (namely the exploitation of others through slavery, servitude, forced and compulsory labour and human trafficking) and shall comply with all applicable laws, statutes, regulations and codes relating to modern slavery, including but not limited to the English Modern Slavery Act 2015.

STATEMENT OF UNDERSTANDING

This document is a statement of understanding and is not intended to create binding or legal obligations on either party.

This Agreement has been entered into at the date stated at the beginning of it.

**Prof. Suman Sharma, Registrar
Central University of Himachal Pradesh India**

**(Prof. Sandeep Kulshreshtha)
(Witness)**

(Witness)

(in the presence of)
**Prof. Sat Prakash Bansal
Hon'ble Vice-Chancellor
Central University of Himachal Pradesh India**

Registrar
VC's Secretariat, Near HPCA
Cricket Stadium, Dharamshala
Central University of Himachal Pradesh
District Kangra (H.P.)-176215

**Signed for and on behalf of
the University of Wolverhampton**

**Professor Ebrahim Adia
Hon'ble Vice-Chancellor**

**Prof. Clare Schofield, Dean
(Witness)**

(Witness)



University of Wolverhampton, UK