



हिमाचल प्रदेश HIMACHAL PRADESH

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MEMORANDUM OF UNDERSTANDING
BETWEEN

CENTRAL UNIVERSITY OF HIMACHAL PRADESH, DHARAMSHALA, INDIA

AND

**FACHHOCHSCHULE FRANKFURT AM MAIN - UNIVERSITY OF APPLIED SCIENCES,
FRANKFURT, GERMANY**

THIS MEMORANDUM OF UNDERSTANDING is made on 27th February, 2014 and shall take effect from the date to be notified by the University.

Between

CENTRAL UNIVERSITY OF HIMACHAL PRADESH, an institution of higher learning established and incorporated under the Central Universities Act 2009 (hereinafter referred to as "CUHP"), and having its address at P.O. Box 21, Dharamshala 176 215, District Kangra (H.P.), INDIA of the one part,

AND

FACHHOCHSCHULE FRANKFURT AM MAIN - UNIVERSITY OF APPLIED SCIENCES (hereinafter referred to as "FUAS"), a University located at Nibelungenplatz 1, 60318 Frankfurt, GERMANY, of the other part. As of 1st July, 2014, FUAS will be renamed "Frankfurt University of Applied Sciences". It does not effect the other terms of the Memorandum of Understanding.

CUHP and FUAS shall hereinafter be referred to singularly as "the Party" and jointly as "the Parties".

A. CUHP is one of the central universities in India with a mission to strive for inclusive access to higher education and academic and research excellence. In taking various initiatives to enhance its academic and research capabilities, CUHP has established partnerships with various organizations.

B. FUAS is a university of applied sciences with 10,000 students and more than 100 nationalities on campus in the metropolitan region of Rhein-Main/Frankfurt, Germany. It offers more than 40 study programs, and a variety of international exchange programs with its 70 partner universities around the world.

C. The Parties shall at all times for the common benefit of the Parties agree to use their best Endeavour to ensure the success of this Memorandum of Understanding.

D. The Parties are desirous of entering into this Memorandum of Understanding to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein.

NOW THE PARTIES HEREBY AGREE AS FOLLOWS:

ARTICLE 1

SCOPE OF COOPERATION

- 1.1 The Parties, subject to the terms of this Memorandum of Understanding and the laws, rules and regulations from time to time in force, will Endeavour to cooperate and develop teaching and research cooperation on areas and program relating to Higher Education focusing mainly on applied social sciences, gender and diversity studies between the Parties on the basis of equality and mutual benefit.
- 1.2 Each Party will Endeavour to take necessary steps to encourage and develop academic exchange in the area of education and research. The Parties have agreed upon the following programs attached in Appendix A of this Memorandum of Understanding based on principles of equality and reciprocity of mutual benefits.
- 1.3 The Parties agree that the list of activities attached in Appendix A and the list of faculties involved under the implementation of this Memorandum of Understanding may be added to from time to time with the mutual agreement of the Parties.

ARTICLE 2

IMPLEMENTATION AND ADMINISTRATIVE COORDINATORS

The Parties agree to appoint an overall Academic Coordinator for the administration of this Memorandum of Understanding. The Coordinator will serve as the contact person on campus, being responsible for implementing the decisions and ensuring that necessary approvals are in place, and overseeing the productive stay of the visiting students / experts and arrangements associated with their visits.



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Himachal Government Judicial Paper

ARTICLE 3

FINANCIAL ARRANGEMENT

- 3.1 This Memorandum of Understanding will not give rise to any financial obligation by one Party to the other.
- 3.2 Each Party will bear its own cost and expenses in relation to the academic activities under this Memorandum of Understanding.
- 3.3 Any intellectual property developed on collaborative research conducted under this Memorandum of Understanding or any contracts pertaining to *fee* for services rendered will be addressed on a case-by-case basis under separate agreements.

ARTICLE 4

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- 4.1 The protection of intellectual property rights shall be enforced in conformity with the national laws, rules and regulations of the Parties and with other international agreements signed by the government or the authorized organization in the Parties' country.
- 4.2 The use of the name, logo and/or official emblem of the other Party as the case may be, on any publication, document and/or paper is subject to the consent of the Coordinator (Article 2).

ARTICLE 5

EFFECT OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding serves only as a record of the Parties' 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.

ARTICLE 6

NO AGENCY

Nothing contained herein is to be construed so as to constitute a joint venture partnership or formal business organization of any kind between the Parties or so to constitute either Party as the agent of the other.

ARTICLE 7

REVISION, MODIFICATION AND AMENDMENT

- 7.1 Either Party may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding.
- 7.2 Any revision, modification or amendment agreed to by the Parties shall be reduced into writing and shall form part of this Memorandum of Understanding.
- 7.3 Such revision, modification or amendment shall come into force on such date as may be determined by the Parties by mutual agreement.
- 7.4 Any revision, modification or amendment shall not prejudice the rights and obligations arising from or based on this Memorandum of Understanding before or up to the date of such revision, modification or amendment.

ARTICLE 8

SUSPENSION

Each Party 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 Memorandum of Understanding which suspension shall take effect immediately after written notification has been given to the other Party.

ARTICLE 9

SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties concerning the interpretation and/or application of any of the provision of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between the Parties without reference to any third party.

ARTICLE 10

DURATION AND TERMINATION

10.1 This Memorandum of Understanding shall come into force on the date of signing and shall remain in force for a period of five (5) years subject to review and modification as mutually agreed upon.

10.2 Thereafter, if the Parties hereto wish to extend the terms of this Memorandum of Understanding, they shall do so by an express covenant in writing.

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No 0090478 Himachal Government Judicial Paper

10.3 Notwithstanding anything in this Article, either Party may terminate this Memorandum of Understanding by notifying the other Party to its intention to terminate this Memorandum of Understanding by a notice in writing, at least three (3) months prior to its termination date. Termination shall be without penalty.

ARTICLE 11

NOTICES

Any communications under this Memorandum of Understanding will be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of CENTRAL UNIVERSITY OF HIMACHAL PRADESH or FRANKFURT UNIVERSITY OF APPLIED SCIENCES, 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 shall, 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 CUHP:

Registrar
Central University of Himachal Pradesh
P.O. Box 21, Dharamshala 176 215,
District Kangra (H.P.), INDIA
Tel: + +91-1892-229574
Facsimile: +91-1892-229331

Attention to: Academic Coordinator to be nominated by the Vice-Chancellor.

To FHFFM:

International Office
Fachhochschule Frankfurt Am Main- University of Applied Sciences
Nibelungenplatz 1, 60318 Frankfurt
GERMANY
Tel: +496915332735
Facsimile: +496915332748

Attention to: Academic Coordinator to be nominated by the President.



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93
Himachal Government Judicial Paper

IN WITNESS WHEREOF, the undersigned being duly authorized thereto, have signed this Memorandum of Understanding.

Signed on this 27th February, 2014, in TWO (2) original texts, all texts being equally authentic. In the event of any divergence of interpretation between any of the texts, the English text shall prevail.

SIGNED FOR AND ON BEHALF OF CENTRAL UNIVERSITY OF HIMACHAL PRADESH, INDIA:



Dr. Gautam Mukherjee
Registrar
Central University of Himachal Pradesh, India

डॉ गौतम मुखर्जी / Dr Gautam Mukherjee
कुलसचिव / Registrar
हिमाचल प्रदेश केन्द्रीय विश्वविद्यालय
Central University of Himachal Pradesh
पोस्ट बॉक्स सं. 21 / Post Box No. 21
धर्मशाला (हि.प्र.) / Dharamshala (H.P.) 176215

SIGNED FOR AND ON BEHALF OF FACHHOCHSCHULE FRANKFURT AM MAIN- UNIVERSITY
OF APPLIED SCIENCES, FRANKFURT, GERMANY:



Dr. Detlev Buchholz
President
University of Applied Sciences

Fachhochschule Frankfurt am Main -
University of Applied Sciences
Der Präsident
Nibelungenplatz 1 - Telefon: 069 / 1533-0
60318 Frankfurt am Main

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Himachal Government Judicial Paper

94

APPENDIX - A

THE LIST OF ACTIVITIES

BETWEEN

CENTRAL UNIVERSITY OF HIMACHAL PRADESH (CUHP)

AND

UNIVERSITY OF APPLIED SCIENCES (FUAS), FRANKFURT; GERMANY

I. Based upon principles of international educational exchange (mutual respect and benefit, cooperation, collaboration, and understanding), CUHP and FUAS agree to explore the following collaborative activities:

A. Academic and Research Programs

1. The academic cooperation between the two institutions shall contribute to the strengthening of the relationship of both countries and the respective state and province and thus facilitate a deeper understanding of the respective living conditions and academic environment.
2. The two institutions agree in principle to cooperate over the full spectrum of their interests with specific agreements governing individual subject areas. This cooperation will be chiefly concerned with:
 - 2.a. The development of joint curricular activities, in social and other sciences;
 - 2.b. Joint study programs and research projects with an emphasis on applied, research based studies and social development.
 - 2.c. A joint summer program on "International Encounters - Social Justice" at Fachhochschule Frankfurt am Main (www.fh-frankfurt.de/internationalencounters).
3. As far as possible, the institutions agree to provide resources to support cooperation. They will seek support for joint projects through third party funding.

B. Exchange of faculty

1. Each host faculty will assist in locating accommodation for faculty who participating in exchange programs.
2. Each host institution will assist the guest faculty with teaching / research / library / work facilities, as the case may be.



2014
No 0090485

Himachal Government Judicial Paper

C. Exchange of students

1. Each host institution will assist in locating accommodation for staff and students who are participating in exchange programs
2. Students on exchange under this MOU will not be required to pay tuition fees at the host institution.
3. The relevant subject areas will develop certification processes and joint module descriptions to enable study time at the partner institution to be recognized at the home institution.

D. Exchange of academic information and publication

- I. The two institutions agree to exchange experience in the field of institutional management and development. This cooperation will include the exchange of information and relevant documentation.
- II. Specific activities to be carried out under this MOU will be stated in subsequent and corresponding *Implementation Agreements*, which once approved by both institutions, will be attached as addenda to this MOU.

* The lists of activities are not exhaustive and may be added from time to time with the mutual consent of the Parties.

