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## MEMORANDUM OF UNDERSTANDING

Between

INTEGRATED MOUNTAIN INITIATIVE, NEW DELHI  
AND  
SHOOLINI UNIVERSITY, SOLAN, HIMACHAL PRADESH

For collaborative partnership related to  
**Hosting and Organising Sustainable Mountain Development Summit  
(SMDS-VII) in Himachal Pradesh**

This Memorandum of Understanding (MoU) made and entered into at New Delhi on 24 July 2018, by and between

- **Integrated Mountain Initiative**, a civil society organization registered under Societies Registration Act 1860, having its office at 315/274, 2<sup>nd</sup> Floor, Westend Marg, M. B. Road, Saidulajaib, New Delhi 110030, which is a 'platform for stakeholders in India's mountain states and regions to come together and discuss sustainable development, evolve consensus on priorities and action plans, and consult relevant authorities and institutions for catalyzing action' – Integrated Mountain Initiative, hereafter referred to as "IMI", and
- **Shoolini University**, a research driven private university, recognized for its focus on innovation, quality placements and world-class faculty situated in Village Bajhol, PO Sultanpur, Solan 173229, Himachal Pradesh was established in 2009 and has full-recognition from UGC, hereafter referred to as "SU"

**NOW, THEREFORE**, the Parties hereby record the terms on which they are desirous to participate and contribute in relation to the Partnership as follows:

### 1. BACKGROUND

Policy influence and advocacy are increasingly regarded as a means of creating sustainable policy change and integrated sustainable action in international, national and regional

## 2. Overall Scope of the MoU:

### 2.1 Mode of operations

It has mutually been agreed by both the parties (IMI and SU) that the event will be organized by IMI and hosted by SU in Solan & Shimla. The roles and responsibilities for both the parties along with suggested timelines has been given in *Annexure 1*, a broad summary of which is mentioned below:

#### Integrated Mountain Initiative (IMI)

- Letters to Chief Ministers (CMs) and Chief Secretaries (CSs)
- Identify and approach plenary speakers with support from SU.
- Assist SU in identifying potential resource persons for technical sessions

#### Shoolini University (SU)

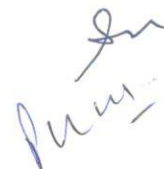
- Developing the thematics and finalise in discussion with IMI
- Preparation of concept note and detailed proposal
- Design programme schedule and agenda of thematic sessions
- Follow up with state chapters/nodal person on letters to CMs and CSs
- Follow up with plenary speakers
- Identify and approach resource persons for technical sessions
- Identification and connecting with local resource persons
- Manage logistics – local, state chapters, IMI officials, resource persons and other participants
- Preparation and publishing of summit proceedings

### 2.2 Funding

As processes set up for attaining, utilization, and accounting of funds for SMDS reflect IMI's and SU's credibility, both have to work transparently with a clear accountability to funders. It requires a clear understanding of and adherence to the responsibilities by both the parties undertaking this partnership.

#### 2.2.1 For Sources of funding:

- State Governments: Funding provided from state governments may be routed through IMI on mutual understanding/agreement with SU



this partnership and to deal with the issues related to the initiatives stated in this MoU and generally in relation to the Partnership.

- Sushil Ramola, President, Integrated Mountain Initiative, 315/274, 2nd Floor Westend Marg, M.B. Road, Saidul Ajaib, New Delhi – 110030
- Fantry Mein Jaswal, Secretary, Integrated Mountain Initiative, 315/274, 2nd Floor Westend Marg, M.B. Road, Saidul Ajaib, New Delhi – 110030

SU hereby nominates the following representatives as signatory for the MoU and to interact with SU with regard to broad policy objectives of the agreement, the broad areas of collaboration of this partnership and to deal with the issues related to the initiatives stated in this MoU and generally in relation to the Partnership.

- Dr. PK Khosla, Vice-Chancellor, SU
- Dr. Adesh Saini, Director, CRHBD, SU

Either Party may change and/or nominate additional representatives as it may deem necessary subject to intimation in writing to the other Party.

IMI has represented that this MoU:

- (a) Is within its powers and has been duly authorized by it;
- (b) Constitutes its legal, valid and binding obligations; and
- (c) Does not conflict in any material respect with any law or regulation or its constitutional documents or any document binding on it and that it has obtained all necessary consents for the performance by it of this MoU.

Each of the Parties warrants and undertakes that it (and any Person acting on its behalf) shall comply with all applicable laws while performing under this MoU.

### **3. EFFECTIVE DATE AND TERM**

This MoU shall become effective from the date written at the beginning of the same and shall remain in effect for till SMDS-VII gets over and related books of accounts are settled in accordance with the provisions hereto. The term of this MoU may be extended on such terms and conditions as may be mutually agreed upon between the Parties in writing.

### **4. DISPUTE RESOLUTION**

In the event of any dispute between the Parties arising under this MoU (including with regard to the existence, validity or enforceability of this MoU or any provisions hereof), IMI and SU shall use their best efforts to resolve such dispute amicably through discussions between designated senior representatives of either Party.

### **5. AMENDMENTS**

No amendment, supplement, modification or clarification to this MoU shall be valid or binding unless set forth in writing and duly executed by the Parties to this MoU

- Bilateral and Multilateral: Funding from these organisations may be routed through IMI on mutual understanding/agreement with SU
- Others: Funding from other organisations may be routed through IMI on mutual understanding/agreement with SU

### **2.2.2 Responsibility for actions till receiving Funds:**

#### Integrated Mountain Initiative

- Introduce SU to potential funders
- Letters of funding to all state governments will be forwarded by President of IMI; and state nodal persons will take the responsibility of following it up with their respective Chief Minister's Office

#### Shoolini University

- Create and forward draft letters for support, in consultation with IMI, to funders
- Follow up with the funding agency on the release of funds; if required, SU may approach IMI to coordinate the follow up with funders
- Detailed expense statements as per the requirements of preparing utilization certificates for funders and audit requirement and detailed utilization certificates (required by funding agencies), for expenses incurred during SMDS, shall be prepared and presented to IMI
- Within 30 days of the event SU will, in consultation with IMI, prepare detailed statement of expenses with necessary back up documents/bills
- Records of account incurred during SMDS shall be maintained

### **2.2.3 Distribution of funds:**

Funds shall be allocated by IMI as per the actual budget to SU

### **2.3 Outcome of Collaboration**

Both the Parties understand and acknowledge that the Partnership is evolving and as such, initiatives of the Parties may be required to be aligned in consonance with the evolving Partnership and the stated values of IMI. Each party must acknowledge the contribution of the other in all the press releases and any other communication which goes out from either party in relation to SMDS-VII.

A separate MoU with scope, roles and responsibilities and financials, etc. will be prepared and signed by both parties in the event of any projects coming out as a result of work done at SMDS and MoMS or mutual efforts of both the parties.

### **REPRESENTATIVES**

IMI hereby nominates the following representative as signatory for the MoU and to interact with SU with regard to broad policy objectives of the agreement, the broad areas of collaboration of

## 6. RELATIONSHIP

This MoU is on a principal-to-principal basis between the Parties hereto. Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or master and servant or employer and employee between the Parties hereto or any affiliates thereof or to provide either Party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other Party. Nothing herein binds either Party to enter into any contract or other legally binding commitment with any person/s.

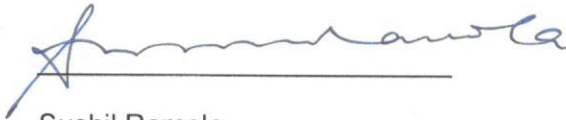
## 7. COUNTERPARTS

This MoU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same MoU.

**IN WITNESS WHEREOF** the Parties hereto have caused these presents to be executed by their duly authorised official on the day, month and year first above written.

**Signed and Delivered on behalf of IMI by:**

Signature:



Name:

Sushil Ramola

Title:

President

Witness:

Signature:



Name:


Fantry Mein Jaswal

Title:

Secretary

**Signed and Delivered on behalf of SU by:**

Signature:



Name:

Dr. PK Khosla

Title:

Vice-Chancellor