

MEMORANDUM OF UNDERSTANDING
(MOU)

BETWEEN



INDO KOREA BUSINESS CULTURE
CENTER (IKBCC)

&



SWAMI VIVEKANAND
SUBHARTI
UNIVERSITY
Approved by UGC *Where Education is a Passion...*



AN ISO 21001: 2018 ORGANIZATION

SWAMI VIVEKANAND SUBHARTI
UNIVERSITY

Supbhartipuram, NH-58, Delhi-Haridwar Bypass Road,
Meerut-250 002



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the MOU) is entered at Meerut on 16.05.2024 (the "Effective Date").

By and between

Indo Korea Business Culture Center (IKBCC)

Address _8th Floor, Building No 8, Tower C, DLF Cyber City, Phase 2, Sector 24, Gurugram, Haryana

Hereinafter referred to as "First Part" (Which expression shall unless repugnant to the context of meaning thereof mean and include the respective heirs, executors, administrators are permitted assign) of the First Part

AND

1. Swami Vivekanand Subharti University, Meerut through Registrar.

Hereinafter referred to as "Second Part" (Which expression shall unless repugnant to the context of meaning thereof mean and include the respective heirs, executors, administrators are permitted assign) of the Second Part.

Also individually referred as "Party", and collectively "the parties"

WHEREAS, the parties desire to memorialize certain terms and conditions of their anticipated endeavour, NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agrees as follows:

1. Purpose and Scope-

1. To introduce Korean Language Courses at Subharti University, aimed at enriching the educational experiences of students and enhancing their career prospects.
2. To foster greater educational and cultural ties between Subharti University and IKBCC, promoting mutual understanding and cooperation.
3. To provide opportunities for faculty and students to engage in research, academic excellence programs, cultural exchanges, and employment opportunities in Korean companies.

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4. To promote East Asian culture and language studies among Indian youths, offering a diverse range of language options beyond Western languages.

Note: Before implementing these activities, the parties will discuss the opportunities and challenges presented and will thereafter enter into specific activity of MOU based on the mutually agreed objectives and outcomes.

2. **Objectives-** The Parties agrees as follows:

1. To introduce Korean Language Courses at Subharti University, aimed at enriching the educational experiences of students and enhancing their career prospects.
2. To foster greater educational and cultural ties between Subharti University and IKBCC, promoting mutual understanding and cooperation.
3. To provide opportunities for faculty and students to engage in research, academic excellence programs, cultural exchanges, and employment opportunities in Korean companies.
4. To promote East Asian culture and language studies among Indian youths, offering a diverse range of language options beyond Western languages.

3. **Roles and Responsibilities-**

Institution-1 : Indo Korea Business Culture Center (IKBCC) agree to

Programme Structure	Indo Korea Business Culture Center (IKBCC) will offer a comprehensive syllabus covering all aspects of the Korean language, ensuring students receive a thorough education in reading, writing, speaking, and comprehension.
Faculty Engagement	Indo Korea Business Culture Center (IKBCC) will supply faculty members to instruct Korean language courses for SVSU students. IKBCC will cater to travel and scholarships of qualified students when they are sent to Korea for further language course and better scope for students with any good skilling activities to facilitate them with jobs in Korea in different companies or their offices in India.
Korean and Hindi Language Exchange Program:	This initiative facilitates cultural exchange and language learning by pairing Korean and Hindi speakers for mutual language practice and immersion experiences.
Hindi Language Instruction in Korea	Recognizing the importance of linguistic diversity, Hindi language classes will be offered in Korea, fostering cross-cultural understanding and communication between Indian and Korean communities.
Student Sponsorship and Opportunities	Sponsorship for Korean Language Learners: Indo Korea Business Culture Center (IKBCC) will provide financial support for students undertaking Korean language studies, once they qualify after undergoing Korean language course in the University, IKBCC will cater for their financial support through scholarships from the Korean Universities making language learning more accessible and affordable.

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	<p>Study Opportunities in Korea: Qualified students learning Korean will have the chance to study in Korea, immersing themselves in the language and culture firsthand to enhance their language skills and cultural understanding.</p> <p>Employment Opportunities: Upon completion of their studies, students proficient in Korean will have access to employment opportunities both in Indian companies with ties to Korea and directly in Korean companies, expanding their career prospects and contributing to bilateral economic cooperation.</p>
Exchange of Traditional Medical Systems:	<p>Through collaborative efforts, Indo Korea Business Culture Center (IKBCC) will facilitate the exchange of knowledge and practices between Indian and Korean traditional medical systems, fostering mutual learning and the preservation of cultural heritage and in the Healthcare Sector.</p> <p>IKBCC will introduce Korean expertise in acupuncture at SVSU in the Exchange of Traditional Medical Systems.</p>
Research and Collaboration	<p>By bringing together experts from both countries, Indo Korea Business Culture Center (IKBCC) will support research initiatives aimed at exploring the similarities and differences between Indian and Korean traditional medicine, promoting scientific exchange and innovation in healthcare.</p>

Swami Vivekanand Subharti University agrees to:

Facilitation of Partnerships	SVSU serves as the facilitator or intermediary in forming partnerships between IKBCC and Department of Language, bringing together to offer jointly Korean language courses.
Student Engagement	SVSU likely plays a crucial role in engaging its student body by promoting the Korean language courses offered by IKBCC and facilitating student enrollment in these programs.
Logistical Support	SVSU may provide logistical support for the implementation of the language courses, such as coordinating scheduling, facilitating communication between the parties involved, and ensuring that necessary resources are available for the courses to run smoothly.
Faculty Cost	SVSU will hire faculty to teach Korean language courses at SUSV.
Promotion of Hindi Language	SVSU will offer a comprehensive syllabus covering all aspects of the Hindi language, ensuring students receive a thorough education in reading, writing, speaking, and comprehension.
Exchange of Traditional Medical Systems	Through collaborative efforts, SVSU will facilitate the exchange of knowledge and practices of Indian traditional medical systems, fostering mutual learning and the preservation of cultural heritage.

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4. **Terms of Memorandum-** Both the Parties agree to carry out the above mentioned activities in accordance with the laws and regularization of respective Universities after full consultation and prior approvals of appropriate Authority.

The Parties acknowledge that this Memorandum of Understanding does not in any way give rise to any right or permission to use or to be associated with each Party's Intellectual Property.

Under Collaborative Research any patentable research conducted by faculty or student, aided by Swami Vivekanand Subharti University in coordination with Party No. 1, the Swami Vivekanand Subharti University reserves its rights.

5. **Representation and Warranties-** Both Parties represents that they are fully authorized to enter into this MOU. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other MOU between the Parties, individually, and any other person, organisation, or business or any law or government regulation.

6. **Indemnity-** Each Party agrees to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assign against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and cost of any kind or amount whatsoever, which result from the negligence of or breach of this MOU by the indemnifying party, its respective successors and assigns that occurs in connection with this MOU. This section remains full force and effect even after termination of the MOU by its natural termination or the early termination by either party.

7. **Confidentiality-** Each Party shall undertake to observe the secrecy of confidential information received from or supplied to the other party during the research activities conducted within the period of implementation of this Memorandum of Understanding or agreements made pursuant to this Memorandum of Understanding.

For purpose of this Memorandum of Understanding "Confidential Information" means any information whether prior to or hereinafter disclosed by a Party (the disclosing party) to the other party (the receiving party) of this Memorandum of Understanding involving technical, business, marketing, policy, know how, planning project management and other information, data and/or solutions in any form.

All information known or received by a party to the other party to this Memorandum of Understanding will be kept as confidential and will not be disclosed to any third person.

8. **Intellectual Property Rights-** Each party acknowledges the intellectual property rights of any kind, including but not limited to copyright, patent rights, design rights, service marks, trademarks, logos, titles, slogans, property rights and any other rights, held by the other party and undertake that neither Party shall claim any right, title and interest in the Intellectual Property Rights.

9. **Non Contractual Nature of Relationship-** (shall depend on agreed terms and conditions). The Parties agree that this Memorandum of Understanding represents the mutual understanding of the parties and is not intended nor shall be deemed to be a contract and shall not give rise to any rights and liabilities under a contract. Nothing contained herein shall be constructed so as to constitute a joint venture partnership or formal business organisation of any kind between the parties or so to constitute either party as the agent of the other.

The Parties acknowledge that this Memorandum of Understanding does not in any way give rise to any right or permission to use or to be associated with each Party's intellectual property.

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10. **Severability-** In the event of any provision of this MOU is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the MOU and all other provision should continue in full force and effect as valid and enforceable.

11. **Waiver-** he failure by either Party to exercise any right, power, or privilege under the terms of this MOU will not be construed as a waiver of any other right, power, or privilege.

12. **Implementation-** In order to carry out and fulfil he aims of this MOU, the partner institution shall identify a contact person to coordinate the development of each endeavour and conduct joint activities.

13. **Legal and Binding MOU-** This MOU is legal and binding between the Parties as stated above. The Parties each represent that they have the authority to enter into this MOU. (This clause may be applicable as agreed between the Parties).

14. **Revision, Variation and Amendments-** Either Party may request in writing a revision, Variation or Amendment of this MOU. Any such revision, variation of amendment agreed to by Parties shall be in writing and shall form part of this MOU. Such revisions, variation of amendment shall come into force on such date as may be determined by the Parties.

15. **Supervening Events-** Each Party reserves the right for reason of national security, national interests, public order or public health to suspend temporarily, either in whole in part, the implementation of this Memorandum of Understanding. The suspension shall take effect immediately after notification has been given to other party.

Any other event which may occur, hinders or restricts the implementation of this Memorandum of Understanding, the Parties shall use their best endeavour to agree upon such action, as may be necessary and equitable, to remove the cause of such events.

16. **Entire MOU-** the Parties acknowledge and agree that this MOU represent the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both Parties.

17. **Termination-** The Memorandum of Understanding can be terminated by either party giving the other party, a prior written notice of not less than one month of its intension to do so, but without dishonouring any commitment entered into prior to the date of termination notice and no party shall leave its comment unfinished which may result in tangible losses to the other party.

18. Duration of MOU- 3 years

19. Settlement of Disputes- Any differences or dispute between the parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Memorandum of Understanding shall first be settled amicably through mutual consultation and/or negotiation between the Parties. Those which cannot be fully and satisfactorily resolved or settled by the Parties then, same shall be referred to higher authorities of the both the parties.

20. Jurisdiction- This agreement shall be governed by the Indian Law and in the event of any unsettled disputes arising hereunder the Court in Meerut alone will have jurisdiction to entertain and decide the same.

In witness whereof, the Parties have executed this document on the day of 16.05.2024.

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For and behalf of the First Part

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Seon D Chung (a.k.a Zena Chung)
Name of the Coordinator
Indo-Korea Business Culture Centre (IKBCC)
Gurugram, (Haryana), India

**Indo-Korea Business Culture
Center (IKBCC)**

For and behalf of the of the second Part

16.03.2024

Registrar, SVSU
Swami Vivekananda Subharti University
Meerut (UP) India

