

MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITY OF LADAKH
Administrative office,
Melongthang/Kurbathang, Leh/Kargil
Union Territory of Ladakh, India

AND

**DANISH CONSORTIUM FOR ACADEMIC CRAFTSMANSHIP
(DCAC),**
International Business College (IBC)
Birkemosevej 1
DK-6000 Kolding

23rd October, 2021

This Memorandum of Understanding (the "MOU") is made on this day of 26th October 2021 by and between:

UNIVERSITY OF LADAKH,

with its address at Administrative Office, Melongthang/Kurbathang, Leh/Kargil, Union Territory of Ladakh, India, referred to as "University of Ladakh,"

and

DANISH CONSORTIUM FOR ACADEMIC CRAFTSMANSHIP,

with its registered address at IBC, Birkemosevej 1, DK-6000 Kolding

(Here in after University of Ladakh and DCAC may each be referred to as "Party" and may be jointly referred to as "Parties")

PREAMBLE

1. DCAC consists of FOUR VET- Universities and providers of further education within the whole range of VET-programs in Denmark and the ongoing education for managers and teachers in Denmark.
2. The Danish Consortium consists of four VET- colleges and universities viz. IBC - International Business College (www.ibc.dk), EUC Syd. (www.eucsyd.dk), Technication Education Copenhagen (www.tec.dk), ZBC (www.zbc.dk). DCAC represents the whole range of more than 130 different VET-programs in Denmark.
3. Ladakh is a recently created Union Territory and is known for its renowned mountain beauty & distinct culture. It works to create and sustain an environment conducive to the development of Ladakh, partnering industry, Government, and civil society, through advisory and consultative processes.
4. The Parties are desirous of collaborating with each other in relation to the delivery of skilling and skill-related services for the Union Territory of Ladakh.

NOW, THEREFORE THIS MOU WITNESSES THE FOLLOWING UNDERSTANDING OF THE PARTIES:

1. Recognizing that the consortium as identified by the following names i.e. DCAC and University of Ladakh aim to jointly establish a formal relation to address the following goals:

In co-operation, the two parties jointly seek:

- Excellence in skill education and raising the attractiveness of vocational education, training, and employment to local youths while they are studying;
- Life-long learning of teachers and management;
- New course development in order to meet skill requirements of corporate and organizations, especially Scandinavian Companies, working in India.

2. TOGETHER THE TWO PARTIES WILL:

- strive for excellence in education in general and skilling in particular;
- have a strong position in their respective nations among educational providers and business/industry;
- jointly leverage and enhance their global networks;
- jointly support new course development with the aim of employability for the individual participant;
- jointly develop career programmes for life-long learning;
- jointly develop teacher up-skilling programmes; and
- jointly develop short-term customized company courses which are based on skills, needs and the employment factor.

3. PROPOSED AREAS OF COLLABORATION

To offer a set of services, to be agreed between the Parties, to institutions/companies and/or individuals in India under a joint 'University of Ladakh and DCAC' platform:

- 3.1.1. DCAC shall create and offer programmes for Skill-driven Entrepreneurship Training wherein potential & budding entrepreneurs from Ladakh shall be provided short term trainings in Denmark in areas of Baking/Confectionery/Chocolate-making/Food & Hospitality, High Fashion & Design in the first phase of cooperation;

- 3.1.2 DCAC shall support the development of high-quality skilling infrastructure in Ladakh;
- 3.1.3 DCAC will create joint institutional framework for educational institution & faculty, staff and teacher within the fields of applied science education and training within Logistics (including transportation), International Management in praxis, Healthcare and Agriculture (including Dairy, Food Processing, Cold Chain) sector businesses under a joint 'University of Ladakh –DCAC' platform;
- 3.1.4 a mechanism for Joint Certification shall be also worked out with collaborative educational institutions which shall also include exploring and mapping potential livelihood in the region while upscaling local skill sets to the global level.

The outcome and results of all joint activities shall be published. University of Ladakh will disseminate them in its own network within Logistics (including Transportation), Healthcare and Agriculture (including Dairy, Food Processing, Cold Chain) sector businesses and other possible interested partners/stakeholders. DCAC will, likewise, disseminate results in own network to partners and other stake holders;

- 3.1.5 to create a dual training/education certification model under which students may complete their initial one-year or two-year certificate level training in India;
- 3.1.6 to offer Strategic/Management Advisory support to the logistics (including Transportation), Healthcare and Agriculture (including Dairy, Food Processing, Cold Chain) industries in India within the area of re-skilling and up-skilling of the related work force;
- 3.1.7 to work cohesively in areas of technology for low cost insulation for housing, Green Building & Energy Conservation techniques, Drinking Water Solutions especially in winters, logistics & supply chain, Green tooling technology including EV, Oil-based fragrances, value based fruit and juice industry.
- 3.2 Upon the signing of this MoU, the Parties shall enter into detailed discussions on each of the above-mentioned proposed areas of collaboration with a view to entering into one or more framework agreements for each area of collaboration.

4 EXPENSES ARISING OUT OF THIS MOU

Until mutual signing of this MoU, both parties will carry out their respective costs. Unless otherwise specifically agreed to in writing by the Parties, each Party will bear on their own the respective costs of carrying out the obligations under this MoU;

4.1 In future, after mutual signing of the MoU, when the parties intend to enter into any financial arrangement, the legal rights and commercial obligations of the parties as applicable shall be delineated through separate documents on case-to-case basis. Taxes, if any, will be charged extra and withholding tax if any will be deducted by the respective party on any financial transaction as per applicable laws.

5 VALIDITY

5.1 This MoU shall remain valid for a period of three (3) years from the date of signing hereof (the "Term") but may be extended for such term(s) as maybe agreed by the Parties in writing.

6 LEGALLY NOT BINDING

6.1 This MoU is not intended to be legally binding on the Parties. Neither Party shall have any claim against the other Party in the event that any agree mentor arrangement contemplated here under is not entered into within the validity or the extended validity of the MoU.

6.2 All activities, agreements and contracts need to be sign separately by both parties before programmes or courses begin.

7 NOTICES

7.1 Every notice or other communication under this MoU shall be in writing and may be delivered personally or by electronic mail or letter dispatched as follows:

For the attention of Mr. Imteeaz Kacho (KAS),

Registrar, University of Ladakh,

Administrative Office, Melongthang, Leh

Union Territory of Ladakh

e-mail: ladakh-university@jk.gov.in

If to DCAC:
IBC aat: Mr Jens Gamauf Madsen, CEO
e-mail; jgm@ibc.dk

IBC att: Mr. Michael Christiansen, COO and Head of International Relations
e-mail; mich@ibc.dk
Phone 0045 2528 4281

8 NO ORAL CHANGES

8.1 This MoU constitutes the entire agreement between the Parties and may be changed only by amendment in writing, signed by both Parties.

9 CONFIDENTIALITY

- 9.1 University of Ladakh agrees that, in respect of any confidential information regarding DCAC obtained by University of Ladakh in connection with the MoU, University of Ladakh will keep such information confidential and shall not release any such information to any third party or to any employees except to those specifically designated by the Parties as requiring such information so as to implement the terms hereof, without the prior approval of DCAC.
- 9.2 DCAC agrees that, in respect of any information regarding University of Ladakh, obtained by DCAC in connection with the MOU, DCAC will keep such information confidential and shall not release any such information to third parties or to any employees except to those specifically designated by the Parties as requiring such information so as to implement the terms hereof, without the prior approval of University of Ladakh.
- 9.3 This undertaking of confidentiality shall continue for a period of one (1) month from the expiry of the Term or extended Term of the MOU but shall cease to have any effect upon the Parties entering into any binding agreements resulting out of this MoU.

10 ASSIGNMENT OF MOU

10.1 Each Party pledges not to assign or transfer the MOU or any part thereof or any share of interest there in any manner or degree without the prior written consent of the other Party unless such assignment or transfer is to an entity which is wholly owned by the assigning or transferring Party or which wholly owns the assigning or transferring Party in which event the assigning Party shall provide due written notice to the other Party of the assignment or transfer.

11 TERMINATION

- 11.1 The MoU may be terminated by either Party by way of a fifteen (15) day written notice to the other Party.
- 11.2 The termination notice is required to be in written form. The language of arbitration shall be English.
- 11.3 Any dispute arising between the parties shall be resolved amicably through mutual discussion.
- 11.4 If there are ongoing projects/activities etc., who closure at that stage shall impact the interest of the projects/activities, it will be taken to its completion as if no termination has taken place.

12 EFFECTIVE DATE

12.1 The MOU shall be effective when it has been signed by or on behalf of the Parties.

13 SIGNATURE AND LEGAL EFFECT:

As witnesses, the signatures of the Parties or their duly authorized representatives:

Party A:	Party B:
University of Ladakh	Danish Consortium for Academic Craftsmanship
Authorized Representative	Authorized Representative
	
Name: Prof. S.K. Mehta	Name: Jens Gamauf
Designation: Vice Chancellor, University of Ladakh	Designation: Principal - IBC
Date: 23rd October, 2021	Date: 23rd October, 2021
Place: Leh, Ladakh (India)	Place: DK-Kolding
	
Name: Mr. Imteeaz Kacho	Name: Michael Christensen
Designation: Registrar, University of Ladakh	Designation: COO – Head of International Relations
Date: 23rd October, 2021	Date: 23rd October, 2021
Place: Leh, Ladakh (India)	Place: DK-Kolding