Memorandum of Understanding (MoU)

Between



Indian Institute of Management Jammu

And



University of Ladakh

Memorandum of Understanding (MoU)

This MOU is made on this 18th day of December, 2022

BY AND BETWEEN

INDIAN INSTITUTE OF MANAGEMENT JAMMU, an Institute of National importance been set up by the Government of India, Ministry of Education in 2016 at Jammu (hereinafter called IIM Jammu)

AND

The University of Ladakh, established in 2019 and having its Campuses at Leh and Kargil along with six-degree colleges as constituent colleges.

About IIM Jammu

The focus at IIM Jammu is to predominantly train the new generation to face and excel in the challenges and opportunities that arise rapidly today and tomorrow. Currently IIM Jammu is running the coursers mentioned below:

Doctoral Programmes

· Ph.D. in Management

Graduate/ Post Graduate Programs

- · Master of Business Administration (MBA)
- MBA (Hospital Administration and Health Care Management) in collaboration with AIIMS Jammu & IIT Jammu
- Dual Degree Program (B.Tech. + MBA) in collaboration with IIT Jammu
- 5 years Integrated Program in Management, IPM (BBA+MBA)

Executive Programs

- Management Development Programs (Open MDPs & In-Company MDPs)
- · Faculty Development Programs

IIM Jammu besides providing state of art education and training students as future leaders, encourage students to respect ideas, think critically, contribute fairly, and express themselves freely. The Institute believes in preparing ethical leaders who are not only committed to business, commerce and industry but are also socially conscious towards their contribution in nation building and bring in name for the country globally. Regional, social and national developments are the major goals with which IIM Jammu stand by. IIM Jammu is committed towards creating a community which is vibrant and which provides a lifelong learning experience and professional development.

About University of Ladakh

The University of Ladakh was established in 2019 and is the only trans-Himalayan Institute of higher learning and research. The University has its Campuses at Leh and Kargil and has six-degree colleges as constituent colleges. The University offers both core and applied academic programs. The University also offers courses and research programs specific to Himalayan, trans-Himalayan and South and Central Asian regions not ordinarily available in other universities in the country. The University is catering the students passing out from various schools and colleges spread over more than fifty thousand square kms of the vast Ladakh region.

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University of Ladakh started its first academic program from 2020 with ten Master Degree Programs in both Campuses. The University introduced seven new PG Programs from the academic session 2021. With the intent to pursue research activities the University is also offering Ph.D. Programs in various domains. The University is trying hard to provide its students with the opportunity to reflect on life and get to realize their potential by excelling in higher education.

The University of Ladakh has

- . 6 Constituent Colleges
- 28 Departments
- 65 Faculty Members
- 52 Programs (Doctoral, Post Graduate and Graduate Programmes)

Collaboration between IIM Jammu and University of Ladakh

IIM Jammu and University of Ladakh recognize the benefits to be derived from increased collaboration, cooperation and interaction for the further promotion and understanding of high performance in research training, capacity building and organizing various programmes including conferences, seminars, symposia and lecture series. IIM Jammu and University of Ladakh have explored ways to collaborate and have arrived at a broad consensus towards partnering with each other in the areas of academics, capacity building, research and publication, consultancy, faculty exchange etc. This MOU sets forth the intentions of the Parties for increased collaboration, cooperation and interaction and does not create any legally bound commitments.

IIM Jammu seeks to promote this collaboration with University of Ladakh through this Memorandum of Understanding. This MOU will act as a facilitator to promote the growth and development of the regions of Jammu & Kashmir and Ladakh by way of joint initiatives by both the organizations in areas of Academic development, Entrepreneurship promotion, Executive Education, Skill Development and Advisory Services.

1. Purpose of the MOU

The MoU between IIM Jammu and University of Ladakh is intended to establish a partnership, training and research cooperation and collaboration in the areas of:

- · Academic Research and Development
- Executive Education
- Management Development Programmes
- Faculty Development Programmes
- Skill Development Programmes
- Advisory Services and Consulting
- Innovation and entrepreneurship
- Inclusive and sustainable development
- Massive Open Online Courses (MOOC)

and any other area mutually decided by the two institutions from time to time.

2. Scope of the MOU

2.1 This Memorandum of Understanding is signed between IIM Jammu and the University of Ladakh for the purpose of academic and research collaboration that will encompass offer and award of certificate courses of contemporary importance; short terms and long term Programmes; research and publication; allied academic activities; offer of expert advice and consultancy; and

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joint workshops, seminars and conferences. In addition to this, active efforts will be made to develop joint training and research programs that will be pursued in a collaborative spirit.

- 2.2 The MOU is aimed at facilitating collaboration towards advancement of knowledge on the basis of reciprocity, best effort, mutual benefit, and frequent interactions. IIM Jammu and University of Ladakh hereby, agree to:
 - Collaborate with each other to offer courses and award certificates in the focus areas of mutual interest.
- II. Jointly promote research in interdisciplinary areas.
- III. Exchange information on teaching, learning material and other literature relevant to their educational and research programs. Students and fellows of both the institutes would be allowed to make use of library resources and to have academic interaction with the faculty of both the institutes as well.
- IV. Jointly organize workshops, interactive sessions and short-term education programs to promote research and teaching collaborations.
- V. Jointly organize certificate courses, management development programs (MDP) for corporate bodies, government employees and other stakeholders which are tailor made for their needs and specifications.
- Jointly provide research and consultancy to government and other statutory bodies, as and when required.
- Undertake research on specific issues of interest to the third parties and publish briefing papers and research reports.
- VIII. Jointly propose and engage in research or training programmes sponsored by funding agencies, and to invite each other's faculty to participate therein.
- IX. Organization of cultural exchange Programs & joint Sports activities
- X. Providing internship opportunities to students

IIM Jammu and University of Ladakh hereby agree that the detailed terms and conditions that guide each joint activity identified above will be separately determined and agreed upon by the two organizations through an independent agreement or exchange of letters, if required. Each independent agreement will include among others the terms and technical description of the proposed activity, responsibilities of each institution, financial arrangements, person(s) responsible for its implementation, allocation of time and resources, implementation procedures, and other details as necessary. IIM Jammu and University of Ladakh agree that they will be free to participate in other projects acting either individually or collectively.

3. Offering Certificate Courses and Short-term Training

IIM Jammu and the University of Ladakh shall collaborate to:

- (a) Conceptualise and develop agenda, course content and modules
- (b) Organise various courses and Programs
- (c) Award certificates in the area of mutual agreement.

The institutions shall jointly agree about the publicity, infrastructure, faculty members, target audience and the course content in this regard. Similarly, the two institutions shall collaborate to conceptualise and offer short-term courses to various stakeholders. The institutions shall jointly agree about the publicity, infrastructure, faculty members, target audience and the course content and course design in this regard.

4. Establishment of IIM Jammu Leh Off Campus in Ladakh

IIM Jammu and University of Ladakh mutually agree to facilitate the establishment of Leh-Transit Off Campus of IIM Jammu at University of Ladakh, Leh to cater the needs of local, national and global

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aspirants.

The University of Ladakh agree to provide space for office in Melongthang Administrative Office and space for conducting classes and at least two rooms for offices at the University of Ladakh campus, Taru. IIM Jammu will furnish the spaces allocated for the Transit off campus at Melongthang Administrative Office as well as campus of University of Ladakh, Taru. IIM Jammu will put up the display board at the City Administrative Office and at the Campus of University of Ladakh, Taru.

IIM Jammu may use the Guest House and Hostel facilities of University of Ladakh as per the Rules of University of Ladakh. Similarly, University of Ladakh may use Guest House/ Hostels of IIM Jammu as per IIM Jammu Rules.

Both the Institutes may use the existing vendors/work orders issued by either of the Institute and at the same Terms & Conditions.

5. Joint Seminars, Conferences and Workshops

IIM Jammu and University of Ladakh agree to jointly conduct seminars, conferences, workshops and trainings, in areas of mutual interest. The organizations further agree to help identify and invite faculty members and speakers from other organizations to participate in conferences, workshops and short-term courses. The terms and conditions for such participation will be worked out by mutual agreement between the invited faculty member(s) and speakers and the organisation extending the invitation.

6. Collaboration for promoting entrepreneurship and incubations

IIM Jammu and University of Ladakh agree to collaborate on the joint development of entrepreneurial research activities like start-up and incubation facilities, in addition to jointly working towards the development of the entrepreneurial eco-system of the region of Jammu & Kashmir and Ladakh.

Faculty members working in the University of Ladakh will be encouraged to join PhD (Full time) and PhD (Part time) programs at IIM Jammu as per IIM Jammu rules. Junior Faculty members who wish to pursue their Masters degree will be encouraged to join the Executive MBA program of IIM Jammu.

7. Boot Camps & Immersion Programs

IIM Jammu and University of Ladakh agree to jointly conduct Boot Camps & Immersion Programs for its students, Faculty and other members. These Boot Camps & Immersion Programs can be conducted at each other's Premises, by following the applicable terms and conditions of the University of Ladakh/ IIM Jammu where such Program is being conducted.

IIM Jammu and University of Ladakh agrees to organize jointly national and international Boot Camps for the students from India and abroad. The revenue generated post expenses will be shared equally by both the Institutions.

8. Sharing of Common Facilities

IIM Jammu and University of Ladakh agree to share the common facilities at IIM Jammu & University of Ladakh. Such sharing will be subject to following the applicable rules of the institution whose facility is being shared.

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9. Name and Logo

Each party may use the other party's name or logo in marketing materials for proposing the services mentioned in this MOU provided such marketing materials are mutually approved by their parties. It is further provided that First Party logo can be used by University of Ladakh subject to executing IIM Jammu's logo Usage Agreement. The use of University of Ladakh Logo (in the absence of a logo Use Policy) by IIM Jammu would be permitted only after the written approval of University of Ladakh.

10. Intellectual Property Rights (IPR) of the University of Ladakh and IIM Jammu

In respect of each project and programme of co-operation, the parties shall negotiate and mutually agree in writing on their respective rights to intellectual property and commercial exploitation of the same (including without limitation, trademarks and service marks, copyrights, patents, designs and confidential information pertaining thereto). Neither party shall, at any time disclose to any third party any confidential information of the other party which is acquired in the course of activities under this Memorandum, without the prior consent of the other party in writing.

11. Non-Binding Nature of MOU and Support and Resources for Activities

Nothing in this Memorandum shall be construed as creating any contract, partnership, agency or other legal relationship between the parties. This Memorandum is only a non-binding statement of intent to foster genuine and mutually beneficial collaboration.

- 11.1 This MoU does not obligate either IIM Jammu or the University of Ladakh to provide funds and/or resources frcm its own or other sources unless agreed to in writing. The organisations may jointly or individually seek funding and other support from third parties for the conduct of the collaborative projects, programmes and/or activities.
- 11.2 Neither organisation shall accept any liability for accidents, injury or death occurring to students, faculty members or speakers during the term of this MoU. Nor any liability of debts or damages, including against loss or damage to any personal property, incurred by the Parties during the term of the MoU.

12. Amendments in the MOU

It is hereby agreed by and between both the organisations that this MoU may be amended to support textual improvements, updating of nomenclature or any other minor change which does not alter the original intention of the content stated herein. Any changes to this MoU shall be affected in writing and signed off by both the organisations.

13. Terms of Agreements

Progress in realizing the terms and conditions referred to herein will be reviewed periodically as mutually agreed and the memorandum may be amended at any time by mutual consent and in writing. Both parties reserve the right to terminate this memorandum by either party giving 3 months written notice to the other. The implementation and/or continuance of programmes or projects established pursuant to this memorandum prior to the effective date of termination shall not be affected by the termination of this Memorandum.

14. Programme Coordination

Each organization shall appoint a Nodal officer to coordinate the joint programme on its behalf. Further,

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a coordination committee, consisting of:

- (a) Director, IIM Jammu or his/her nominee,
- (b) Vice Chancellor, University of Ladakh or his/her nominee,
- (c) Faculty from both the Organizations, etc.

will periodically review the on-going actions and identify ways to strengthen cooperation between the two organizations.

15. **Dispute Resolution**

In the event of any dispute or difference between the organisations relating to or arising out of this MoU, both parties shall use their best efforts to settle their disputes or differences amicably by mutual discussions, negotiations or conciliation. Failing this the dispute will be referred to an arbitrator to be decided mutually by both the parties. The arbitration proceedings will be conducted in accordance with the Indian Arbitration and Conciliation Act, 1996 and the venue of arbitration will be Jammu. The decision of the arbitrator will be final and binding on both the parties.

16. **Duration and Termination of the MOU**

This memorandum shall come into force immediately upon its signature by the parties. This Memorandum of Understanding will be in force for a period of three years or until either party decides to terminate the agreement as provided in the following provision of this MOU, whichever is earlier.

This Memorandum of Understanding can be terminated by either of the parties by giving advance notice of three months and without jeopardizing the on-going collaborative undertakings.

17. Assignment

The MOU shall not be assigned, in whole or in part by either party without obtaining the prior written consent of the other party.

IN WITNESS WHEREOF the Parties to this Memorandum of Understanding have affixed their signature on the 18th day of December 2022.

For and on behalf of IIM Jammu

For and on behalf of University of Ladakh

Prof. B. S. Sahay

Director

Indian Institute of Management

Jammu

Prof. S.K. Mehta,
Vice Chance"

University of Ladakh

Name: Condi Kosavan Barkleavan Name:

Designation: CAO

Signature

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