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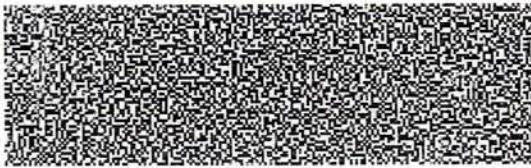
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 Purchased by : HQ 14 CORPS Leh
 Description of Document : Article 5 Agreement or memorandum of an agreement
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 Second Party : University of Ladakh Leh
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MEMORANDUM OF UNDERSTANDING

FOR DISTANCE EDUCATION – CORPS EDUCATION PROJECT (CEP) BETWEEN HEADQUARTER 14 CORPS AND UNIVERSITY OF LADAKH

This Memorandum of Understanding herein referred to as "MoU" is signed at Leh, Ladakh (UT) on 3rd day of January month of 2023.



Brig BGS (Int) HQ 14 Corps

BY & BETWEEN



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University of Ladakh (UoL) is established on 03 Feb 2019 and registered under section 22 of UGC Act 1956 - (hereinafter referred to as "ASSOCIATE" and represented by Vice Chancellor, University of Ladakh which expression shall where the context so admits include its successors and permitted assignees) of the One part

AND

HEADQUARTERS 14 CORPS (NORTHERN COMMAND, INDIAN ARMY), PIN-908514, CARE OF 56 ARMY POSTAL OFFICE (hereinafter referred to as 'INSTITUTION' through its authorised representative, Brigadier Tejinderpal Singh Consel, Brigadier General Staff Intelligence, Headquarters 14 Corps, which expression shall unless excluded by or repugnant to or inconsistent with the context or meaning thereof, be deemed to include its Administrators, Successors, Permitted Assignees) of the **Second Part** .

Collectively referred to as "PARTIES".

AND WHEREAS, the above mentioned parties i.e., University of Ladakh (UoL) through the Vice-Chancellor and Brigadier General Staff Intelligence, Headquarters 14 Corps, desire to sign a MoU for commencement of Corps Education Project (hereinafter referred to as CEP) to cover coordination on broad policy issue and matters related to centralised operations. The MoU being initially executed for 5 years and will be renewed every 5 years subsequently.

This AGREEMENT is made for pursuing various Online / Offline courses as per Appendix attached to this MoU and the agreement is operated through the Chairman of the steering committee and Dean of the ASSOCIATE.

NOW, therefore, the Parties hereto intending to be legally bound, in consideration of the mutual covenants contained herein and agree as follows :

1. **Scope & Objective of Memorandum of Understanding.** The INSTITUTION and the ASSOCIATE are government entities who wish to promote and support the development of excellence in both the Parties, the two Parties+- have agreed to cooperate in the following activities:-

- (a) Exchange visits of faculty and staff for the purpose of teaching and consultancy for a short duration upto one year.
- (b) For skill enhancement of troops post engagement in Army.
- (c) Exchange of latest trends in various Certificates / Diploma and other skill programmes/ courses.
- (d) Joint curriculum development.
- (e) Training of students of institution on available facilities.
- (f) Organization of joint events such as seminars, workshops, conferences, training programmes etc.



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- (g) Enhancing skill of students / aspirants through practicals by using latest Information and Communication Technology (ICT) based teaching material.
- (h) Faculty Development Programmes (FDP) for institutions and skill training partners.

2. **Role of the Institution.**

- (a) The INSTITUTION shall provide the available infrastructure & basic amenities such as classrooms, language/training laboratories etc suitable for conducting the training courses and other activities in conjunction with the ASSOCIATE.
- (b) The INSTITUTION shall provide a workable space / room with basic amenities for the staff of the ASSOCIATE to facilitate joint activities.
- (c) The INSTITUTION shall nominate a coordinator as a Point of Contact (POC) for ASSOCIATE for proper operation of MoU.
- (d) The INSTITUTION shall treat ASSOCIATE as a training partner for joint activities for mutual benefits.
- (e) The INSTITUTION shall not make any financial commitment on behalf of the ASSOCIATE.
- (f) The INSTITUTION shall follow the course curriculum supplied by the ASSOCIATE.
- (g) The INSTITUTION shall communicate internal test grades to students and ASSOCIATE.
- (h) The INSTITUTION shall Maintain students records and share them with ASSOCIATE.
- (j) The INSTITUTION shall provide assistance for conduct of term-end examination as per ASSOCIATE norms at the study centre of the INSTITUTION.
- (k) The INSTITUTION shall have a dedicated help desk with dedicated staff for redressal of all learner's grievances received by post or through e-mail. (To be monitored at the level of study centre and ASSOCIATE.)

3. **Role of the Associate.**

- (a) The ASSOCIATE shall utilize its strength to align skill development programmes and initiatives to meet the objectives of the INSTITUTION. It shall accordingly design and deliver programmes as per the list within the overall scope of MoU.



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(b) The ASSOCIATE will be responsible for the smooth conduct of programme, to provide online/ offline classes and the faculty as per the requirement, in conjunction with the INSTITUTION.

(c) The ASSOCIATE shall design, develop and provide required course materials and practical training to the students.

(d) The ASSOCIATE shall includes establishment of Army Study Centre and Exam Centre in its statutes.

(e) The ASSOCIATE shall confirm admission and send course materials to all students individually to the addresses on records.

(f) The ASSOCIATE shall hold examinations as and when due as per act and the statutes governing examination to the students enrolled in the ASSOCIATE.

(g) The ASSOCIATE shall confer degrees, mark sheets and awards as and when due as per act and the statutes governing examination for the students enrolled in the ASSOCIATE.

(h) The ASSOCIATE shall ensure security of information pertaining to locations of formations, establishments, units and personnel of Indian Army. Such information, after due scrutiny, is provided to the ASSOCIATE under confidence being a Government agency. Such information shall not be divulged to any third party or private party without express consent and clearance of the INSTITUTION in writing.

4. Joint Responsibilities.

(a) Development of curriculum and syllabus shall be carried out jointly as per mutually agreed terms but required to be passed by Board of studies and approved by Academic Council of the ASSOCIATE.

(b) Promotion for the programmes undertaken shall be advertised / propagated through various channels by the PARTIES.

(c) The PARTIES shall conduct practical workshops / seminars within the scope of the MoU.

(d) Assessment of the effectiveness of the courses shall be carried out jointly by the PARTIES.

5. Financial Arrangement.

(a) Course fee shall be decided in mutual agreement by both the training partners for the course to be conducted jointly by the INSTITUTION and the ASSOCIATE.



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(b) ESCROW Accounts shall be created by the INSTITUTION and by the ASSOCIATE.

(c) Promotional cost as mutually agreed shall be offset against total revenue to be shared by the PARTIES.

(d) The INSTITUTION shall not be liable for discharging any financial commitments made by the ASSOCIATE or vice-versa.

6. **Duration and Termination of Agreement.**

(a) MoU shall be effective from the date of signing and shall remain in force for a period of **five years**. It shall be renewed for next **three years** automatically until and unless discontinued by either party.

(b) The INSTITUTION has the right to terminate the agreement for non-performance of the ASSOCIATE based on yearly detailed reviews.

(c) In case the ASSOCIATE intend to terminate the contract, it shall communicate the INSTITUTION one month in advance and in addition, it shall meet all its obligations for the running or announced batches. In case of on-going batch(s) (if any), it is obligation of the ASSOCIATE ensure its completion.

7. **Confidentiality.** Both the INSTITUTION and the ASSOCIATE agree and undertake to keep confidential any information / data exchanged, acquired or shared in connection with any programme or activity conducted under this MoU.

8. **General Provisions.**

(a) Both PARTIES have full power and authority to enter into this MoU and take any action to execute any document required by the terms hereof and that this MoU, entered into has been duly and validly executed and delivered, and is a legal, valid, and binding obligation of, enforceable in accordance with the terms hereof and that the executants of this MoU are duly empowered and authorized to execute this MoU and to perform all its obligations in accordance with the terms herein.

(b) This agreement shall not be binding for any other agreement to either party. Parties shall be free and independent to carry on other services and trainings besides those covered under the scope of this agreement.

(c) The ASSOCIATE and the INSTITUTION shall perform their duties in strict compliance with all applicable laws in India along with rules and regulations of duly constituted Government authorities in India and shall obtain all licenses, restrictions or other approvals, if any, required by laws in India in connection with the services to be rendered hereunder.



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(d) The ASSOCIATE shall strictly follow the INSTITUTION norms, rules and regulations for conducting the programmes and shall maintain high standard of the INSTITUTION.

(e) All courseware provided by the ASSOCIATE is its copyright. Confidentiality of same shall be maintained and the INSTITUTION should ensure that it is not replicated.

(f) Both parties can use logo, course modules and other related materials for promotion of the courses to be conducted jointly within the scope of this MoU.

(g) Both parties shall promote the courses through various channels.

9. **Steering Committee** A Steering Committee with the following constitution shall be constituted with a view to operate the agreement quite meaningfully and successfully:-

- | | | |
|--|---|----------|
| (a) Commandant, LADAKH SCOUTS Regimental Centre
(The INSTITUTION) | : | Chairman |
| (b) SO-1 (Education), LADAKH SCOUTS Regimental Centre
(The INSTITUTION) | : | Member |
| (c) Dean, Academic Affairs, University of Ladakh (UoL)
(The ASSOCIATE) | : | Member |
| (d) Dean Research, University of Ladakh (UoL)
(The ASSOCIATE) | : | Member |

10. **Nota Bene**. The quorum of the meeting of the Steering Committee shall consist of Chairman plus three other members as mentioned at Para 10 (b) and (c) above. In the absence of Chairman, Colonel (Education), Headquarters 14 Corps will chair the steering committee. The functions of the steering committee shall be to oversee the planning and meaningful execution of the Agreement as delineated below:-

- (a) To participate effectively and get integrated with skill development programmes.
- (b) To evolve and agree on the courses, modules, delivery methodology and size of the batches, frequency and period of the courses.
- (c) To work for certification and recognition of the programmes and issuing certificates.
- (d) Provide guidance, direction and approval regarding methodology for teaching learning process.
- (e) To carryout detailed review of the progress made and handle the issue of extension or termination of the agreement based on the review.



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- (f) To suggest and approve amendments in MoU, if so required.
- (g) To handle the issues of dispute and the directions given by the committee to resolve the dispute will be final before moving to the court.

11. **Force Majeure**. The Parties shall not be liable for any failure to perform any of its obligation under this MoU, if the performance is prevented, hindered or delayed by reason of war or hostility, act of the public enemy, civic commotion, sabotage, act of state or direction from Statutory Authority, explosion, epidemic situations, strikes, fire, floods, natural calamities or any act of God (hereinafter referred to as event), provided notice of happening of any such event is given by the affected party to the other within **15 calendar days** from the date of occurrence, thereof, neither party shall, by reason of such event, be entitled to terminate the MoU, nor shall either party have any such claims for damage against the other, in respect of such non-performance or delay in performance, provided service under the MoU shall be resumed as soon as practicable, after such event ends or ceases to exist. Each party shall promptly inform the other of the existence of Force Majeure event and shall consult together to find a mutually acceptable solution.

12. **Notices**. All notices or other communications under or in connection with this MoU shall be given in writing and may be sent by personal delivery, post, courier or facsimile. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered. If sent by post, two days after being deposited in the post, if sent by courier, one day after being deposited with the courier and if sent by facsimile when sent (on receipt of a confirmation to the correct facsimile number).

13. **Liabilities**

(a) THE ASSOCIATE shall not, however, be liable to :-

(i) Any payments of claims by employees of the INSTITUTION engaged/appointed for implementation of **MoU**.

(ii) Discharging any financial commitments made by the INSTITUTION to any third party for implementation of **MoU**.

(iii) Any suit on account of demands for infringement of copyright and other laws by the INSTITUTION which have no nexus with the object of the MoU being entered into.

(b) The INSTITUTION shall not, however, be liable for :-

(i) Any payments of claims by employees of the ASSOCIATE engaged/appointed by ASSOCIATE for implementation of the project.

(ii) Discharging any financial commitments made by ASSOCIATE to any third party for implementation of the project.

(iii) Any suit or complaint arising out of deficiency in provision of service/material to enrolled students, as agreed under admission conditions, on account of failure of or by ASSOCIATE.



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- (iv) Refund of fees to enrolled students, if eligible, under provisions laid down by the ASSOCIATE

14. **Amendment to the Agreement.**

(a) The obligations of the INSTITUTION and ASSOCIATE have been outlined in this agreement. However, during the operation of agreement, circumstances may arise which may call for alteration or modification of this Agreement. These modification/ alterations/ amendments will be mutually discussed and incorporated in writing, if agreed.

(b) This MoU shall be valid for a period of five years commencing from **03-01-2023** and may be renewed every three years subsequently by mutual consents of both the parties.

15. **DISPUTE RESOLUTION:**

(a) If any dispute or difference of any kind arises out of/ or related to this Agreement parties hereto shall negotiate in good faith with a view to reach an amicable resolution and settlement of the dispute.

(b) The Parties shall make every effort to resolve amicably by the informal negotiations, any dispute arising between the Parties relation to or in connections with this Agreement directly or indirectly whether during pendency of the Agreement or thereafter.

(c) In the event, no amicable resolution and settlement is reached within a period of 30 days on the date on which dispute/difference arose in writing, such dispute or difference shall be settled by referring the same to Arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory amendment or notification thereof. The person nominated by Indian Army shall be the Sole Arbitrator for the same. The Seat of Arbitration shall be New Delhi. The decision of the Arbitrator shall be final and binding on the Parties.

16. **SEVERABILITY:**

The Parties hereto agree if at any time, any of the terms, conditions and/or provisions of this Agreement are declared to be invalid or unenforceable to any extent under the applicable laws or amendments thereto or under direction or orders of any judicial or any other competent authority, this Agreement shall continue to be in force without such clause for its remaining term, however in case the term clause mentioned above is so crucial that the agreement can't proceed without that clause then the parties shall discuss the same to reach a solution.

17. **GOVERNING LAW AND JURISDICTION:**

This Agreement shall be governed by the laws of India. The Parties hereby agree that the courts in Delhi, India shall have the exclusive jurisdiction.



Signature

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HQ 14 Corps

