



AGREEMENT  
BETWEEN  
UNIVERSITY OF LADAKH,  
AND  
FACTORIZE, FARIDABAD,  
HARYANA

AGREEMENT BETWEEN  
UNIVERSITY of LADAKH,  
AND  
FACTORIZE, FARIDABAD, HARYANA  
FOR  
OFFERING ONLINE SHORT-TERM COURSES

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[18-08-2023]

This Agreement is made and executed at New Delhi on 18<sup>th</sup> August 2023 by and between

1. **University of Ladakh**, Taru Campus, Leh (Hereinafter referred as UoL) represented by Prof. S.K. Mehta, Vice Chancellor, UoL, shall mean and include its successors and assigns.

AND

2. **Factorize**, E5-307, Sterling Apts, Charmwood Village, Faridabad - 121009, represented by Ms. Ruma Chakravarty shall mean and include its successors and assigns (hereinafter referred to as Factorize).
3. UoL and Factorize, are referred to individually as a "Party" and collectively as "Parties". Both parties have reached the following intent to collaboration as per below described articles of this agreement.

### **ARTICLE 1: BACKGROUND AND PURPOSE**

- 1.1.1 UoL, Ladakh is engaged for around 4 years in the business of imparting qualitative and valuable services in the field of education to students, studying in its University, in order for them to attain professional success, community, social development.
- 1.1.2 Factorize is engaged since 2018 in providing multidisciplinary courses for enhancing mental and physical well-being aligned towards traditional Indian practices

#### **1.1 Purpose:**

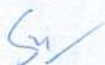
UoL Ladakh and Factorize have a common objective of providing quality and relevant to market place education at competitive fees and towards this desirous of collaborating and jointly offering various online short terms courses/programs.

### **ARTICLE 2: AREAS OF COLLABORATION**

The Parties hereby agree to work collaboratively on the following points for effective and efficient engagement by fulfilling the purpose of this agreement towards providing quality and relevant short-term online courses as follows:

1. Applied Indian Music Therapy Certification (Weekend Classes)
  - Course (12 weeks)
  - Dissertation (12 weeks)
2. Applied Indian Music Therapy Certification
  - Course (12 weeks)
  - Dissertation (12 weeks)
3. Concepts of Indian Music Therapy (2 Weeks)
4. Reflective Leadership Coaching– the Core (3 weeks)

More courses and programs may be added as the collaboration proceeds.





The mutually agreed activities by and between the parties are as under:

### **1. The responsibilities and work for UoL, Ladakh**

- 1.1 UoL, Ladakh will provide SPOC (Single point of contact), for coordinating, and facilitating all the related activities to this collaboration.
- 1.2 A link for programs will be provided on the university website home page.
- 1.3 UoL, Ladakh will promote and outreach for these courses to their students, stakeholders, other organizations, etc., and help design and develop appropriate promotional materials, at its own cost as applicable.
- 1.4 UoL, Ladakh will advertise these courses on its website as Factorize courses. And will also include these courses in its prospectus, under the head Factorize and UoL collaboration.
- 1.5 UoL, Ladakh shall direct all students wanting to take these courses to Factorize, even if they are enrolled in UoL, Ladakh courses.
- 1.6 UoL, Ladakh will provide enrolment to all students for these courses on the recommendation of Factorize and issue enrolment numbers to each student so admitted.
- 1.7 UoL, Ladakh shall upon recommendation by Factorize, award appropriate Certificates or Diploma and credits to the students.
- 1.8 Should UoL, Ladakh use these courses as electives in any of their courses and/or programs, they will provide details of such students to Factorize for admission to these courses and transfer the fee of the course(s) to Factorize before the student is given access to the course(s).
- 1.9 UoL, Ladakh shall ensure that all fee for students enrolled for courses under this agreement shall be paid to Factorize.

### **2. The responsibilities and work for Factorize, New Delhi**

- 2.1 Factorize will offer short term online courses ranging from 1 week to 12 weeks duration each, which will be accredited by UoL, Ladakh and issue Certificates with 1 to 3 credits awarded to successful candidates.
- 2.2 Factorize will also offer credit based online course for the UoL students under multidisciplinary, the honorarium will be paid as per the UoL rule.
- 2.3 The courses will be designed, along with all learning materials and evaluation tools by Factorize. The expenses of all this will be borne by Factorize. However, each courses shall be offered only after approval by the competent authority of the University of Ladakh.
- 2.4 The copyright of the courses will rest with Factorize.
- 2.5 Factorize will also outreach for these courses through its own network at its own cost.
- 2.6 The screening of candidates and enrolments will be done by Factorize, at its own cost.
- 2.7 The list of candidates seeking credits and UoL, Ladakh certification, along with the fee details will be shared by Factorize with UoL, Ladakh.
- 2.8 The courses will be hosted on Factorize' website. Factorize will bear the expenses of developing and maintaining the website.

*Sc*

*[Signature]*



- 2.9 The courses will be facilitated by faculty appointed by Factorize. Factorize will pay the facilitators.
- 2.10 The Courses will be evaluated by Factorize faculty on the terms and conditions of the UoL rules/regulations.
- 2.11 The evaluation of these candidates will be submitted by Factorize to UoL, Ladakh.
- 2.12 Factorize shall not offer any controversial Courses under this Agreement.
- 2.13 Upon completion of all academic program requirements, Factorize shall make a final recommendation to UoL, Ladakh for awarding the Certificates, Diplomas and credits.
- 2.14 Factorize may propose changes to the course content or offer additional programs under this Agreement.

### **ARTICLE 3: JOINT CO-ORDINATION COMMITTEE**

Both entities shall mutually decide a Joint Coordination Committee of two persons – one each from Factorize and UoL, Ladakh. The Joint Coordination Committee will be responsible for fulfilling the objectives of this agreement and also will carry out all activities mutually agreed by the parties.

### **ARTICLE 4: SCOPE**

The parties acknowledge and agree that the Areas of Collaboration are not exhaustive in nature and the Parties shall in good faith, negotiate to elaborate upon the Areas of Collaboration, including additional areas of collaboration as may be mutually agreed and the rights, responsibilities and obligations of each Party in relation to each of the Areas of Collaboration. The Parties may, from time to time, execute addenda or modifications to this agreement to incorporate such additional scope of collaboration.

### **ARTICLE 5: DURATION**

This agreement shall be valid after its signature from the date of signing till for three years. The parties may further extend the agreement with mutual written consent, in order to ensure continuous inputs regarding in light of changing trends and environment in the area of collaboration for this agreement. As part of subsequent extensions, the Parties may agree to make amendment in the agreement.

### **ARTICLE 6: TERMS**

6.1 Both Parties shall be responsible to carry out the activities under the area of collaboration. The financial arrangements for offering online short terms courses/programs through Factorize are as follows:

6.1.1 The Fees received from the candidates by the UoL will be shared between Factorize and UoL, Ladakh in 70:30 ratio, with 70% going to Factorize and 30% to UoL, Ladakh. Each party shall bear the GST for the amount received by them.

6.1.2 Examination fee shall be charged separately by UoL.

6.1.3 The 70% payable to Factorize will be paid after the registration of the students with the UoL.





## **6.2 Promotion and Creating Awareness about this Initiative:**

Both the parties will promote this initiative among prospective students through their portal, websites and other communication channels, and both will also do digital marketing of the same through various medium like Search Engine Marketing and Social Media Marketing Tools, at their own cost.

## **6.3 Assignment**

Neither of the Parties shall assign any of their duties under this agreement to any other person or institution without prior approval of other party. A specific agreement will be entered into for each activity.

## **6.3 Amendments**

No alterations, additions or modifications to this Agreement shall be valid and binding unless the same are reduced to writing and signed by both the Parties.

## **6.4 Non-Exclusive Discussions**

The Parties acknowledge and agree that Areas of Collaboration under this agreement are being undertaken on a non-exclusive basis and either Party shall be free to enter or consummate transactions similar to the Areas of Collaboration with other parties in India or elsewhere. Notwithstanding anything in this Agreement, the courses designed by Factorize cannot be used by UoL, Ladakh during and/or after termination of this Agreement. In case it is found that UoL, Ladakh were to use any of the courses designed by Factorize, UoL, Ladakh will be liable to pay 70% of the income to Factorize.

## **6.5 Confidentiality and Public Announcement:**

6.5.1 "Confidential Information" means the confidential, proprietary, and trade secret information of the disclosing party to be disclosed by the disclosing party under this agreement and comprises (a) information in tangible form that: (a) (1) bears a Confidentiality Legend, or (2) does not bear any Confidentiality Legend, if the receiving party knew, or reasonably should have known under the circumstances, that the information was confidential and had been communicated to it in confidence, and (b) discussions about that information that may occur before, at the same time or after disclosure of the information. This agreement and all confidential information exchanged between the Parties pursuant to this agreement, shall be held in confidence.

6.5.2 Neither Party nor any of the affiliates shall make any public announcement about the agreement and / or the scope of proposed engagement, without the prior written consent of the other party. Any public announcement so made, shall be as outlined in the Article 2 of this agreement.

## **6.6. Intellectual Property Rights**

Both the parties will take all necessary steps to protect the knowledge documents and intellectual properties generated during the process or shared by the parties. The intellectual properties of the courses hereinbefore mentioned will remain with Factorize.

## **6.7 Conflict of Interest**



Neither of the parties believes that collaboration contemplated by this agreement raises any actual or potential conflict of interest. The parties agree that this agreement and the negotiation of the same are independent of any past, present or potential future arrangement, and are not connected to an existing business relationship between either of the parties. Both the parties cannot create the content/program/course on the same topic. UoL, Ladakh have ascertained that there is no similarity between courses mentioned in Article 2 and any of the courses, programs, content of UoL, Ladakh. If any such course/program/content found to be the same, in that case UoL, Ladakh has to remove the same content/program/course.

## **6.8 Review**

At the end of every academic year, a review of the activities and achievement will be taken with a view to improve the system for the next academic year and making the required policy level amendments, if necessary.

## **ARTICLE 7: TERMINATION**

7.1 Notwithstanding any other provision herein, if any of the parties fails or, refuses to perform the responsibilities outlined in this agreement, this agreement shall be terminated on its part and without any prejudice, injustice to the learners with pre-notice of three months.

### **7.2 Survival and Binding Nature**

7.2.1 Except for clause 6 (Terms), Clause 7 (Termination) and 9 (Dispute Settlement) of this agreement, nothing contained in this agreement is intended to be or shall be construed in any way to be legally binding on any of the parties.

7.2.2 Except as set forth elsewhere in this agreement, Clause 6 (Terms), Clause 7 (Termination), 9 (Dispute Settlement) shall survive the expiry or termination of this agreement.

## **ARTICLE 8: DISPUTE SETTLEMENT**

8.1.1 This agreement shall be governed by and construed in accordance with the laws of India. All disputes arising out of or related to this agreement including without limitation all matters connected with its performance, will be governed by and construed and interpreted under the laws of India, without reference to conflict of laws of principles.

8.1.2 All disputes and differences arising out of or in connection with this agreement shall be first instance referred to arbitration by three (3) arbitrators, jointly appointed by parties. The decision and award determined by such arbitration will be final and binding upon the parties. The arbitration will be conducted in accordance with the Arbitration and Conciliation Act, 1996, as may be in force from time to time.

8.2 Nothing in this Agreement shall prevent the UoL, Ladakh from issuing Certificates/Diploma and/or credits to successful candidates despite termination or determination of this Agreement.

### **8.3 Notices**

All communications hereunder shall be in writing and shall be deemed given if delivered personally with due acknowledgement or mailed by registered mail (return receipt requested) to the parties at





the address specified below.

**If to UoL, Ladakh**

Attention of:  
The Registrar  
Melongthang Leh-Ladakh near FRL  
Email: uollehoffice@gmail.com

**If to Factorize**

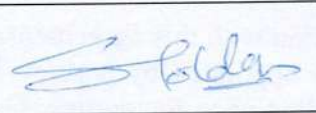
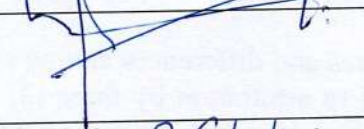
Attention of:  
Ms. Ruma Chakravarty  
Address: Factorize, E5-307, Sterling Apts,  
Chamwood Village, Faridabad, Haryana- 121009  
Phone: +91 9999501698  
Email: [ruma@factorize.in](mailto:ruma@factorize.in); [ruma.consult@gmail.com](mailto:ruma.consult@gmail.com) Website: [www.factorize.in](http://www.factorize.in)

In witness whereof the parties hereto have signed, sealed and delivered this agreement on 18-08-2023 above written in presence of:

For,

UoL, Ladakh	Factorize, Faridabad
Sign 	Sign 
Name:  Mehta	Name: Ruma Chakravarty
Designation: Vice-Chancellor	Designation: Founder, Factorize.

Witnessed by:

Sign 	Sign 
Name: Sonam Toldan	Name: Jaideep Chakravarty
Designation: Dean, Research	Designation: Co-founder.