# Memorandum of Understanding

#### Between

The Trustees of Columbia University in the City of New York for Columbia University's Department of East Asian Languages and Cultures

And

University of Ladakh, UT Ladakh

This Memorandum of Understanding ("MOU") is made and entered into by and between The Trustees of Columbia University in the City of New York, for Columbia University's Department of East Asian Languages and Cultures (CU).

and

The University of Ladakh, established in 2019 as an institute of higher learning and research ("UoL").

Each of CU and UoL is referred to as a "Party," and collectively as the "Parties." The Parties agree as follows:

## 1. Objective

- a. This MOU is to help enable the Parties to explore possible opportunities for collaboration in mutually agreed areas of research and other scholarly activities. Areas of common interest include providing research opportunities to students and researchers of the two institutions to increase the effectiveness of teaching and research; and providing opportunities to faculty and students of the two institutions for jointly organizing seminars, conferences and academic workshops on topics of mutual interest.
- b. Specific research and other collaborative activities may be selected by CU and UoL from time to time. As these projects are identified, CU and UoL will develop written work plans and agreements, as outlined in Section 2, below.

### 2. General Provisions

**a.** All research and other activities under this MOU shall be conducted in accordance with the laws and regulations applicable to each Party. In the case of CU, these include the laws of the United States of America and of the State of New York, and the rules, regulations, and policies of Columbia University.

- b. This MOU provides a framework for exploring areas of mutual interest, but does not itself enable the Parties to engage in any project or activity or undertake any work obligation or financial commitment. From time to time, if the Parties identify projects, activities, or exchanges of mutual interest, they will develop written work plans and separate, new agreements with project commitments and details, including roles and responsibilities, financial arrangements, and other terms and conditions as appropriate. Neither Party will have any obligation to perform any activity, exchange any information, or incur any expense or cost under this MOU except as may be set forth in further written project agreements signed by authorized representatives of both Parties. A Party may decline in its discretion to participate in any proposed project, activity, or exchange.
- c. The MOU shall take effect when executed by the Parties and shall have a term of 5 years. Project agreements entered into by the Parties may have durations that extend beyond the term of this MOU, and the termination or expiration of this MOU will not terminate any project agreements then in effect, which will continue or be terminated in accordance with their terms. This MOU may be renewed or amended only through a written agreement signed by authorized representatives of both Parties. Either Party may terminate this MOU by giving 60 days' written notice to the other Party; provided, however, that a Party may immediately terminate this MOU upon written notice if it determines that its continued participation would violate any laws, regulations, policies, or rules applicable to such Party, jeopardize the health or safety of its faculty, students, or staff, or adversely affect its accreditation, licenses, or tax status.
- **d.** CU is dedicated to the principles of non-discrimination and academic freedom. Nothing in this MOU shall restrict CU or its faculty and researchers from publishing, disseminating, and disclosing the results of their research and academic initiatives.
- e. Each Party agrees that in connection with this MOU, it will comply with all laws applicable to such Party. Each Party further affirms that it is not itself (and it is not related to) any entity or other person on the List of Specially Designated Nationals (www.treasury.gov/sdn) or on other restricted parties lists maintained by the U.S. Government.
- f. Anti-bribery: Each Party agrees that in connection with this MOU, it will comply with applicable anti-bribery and anti-corruption laws and regulations, including without limitation, the U.S. Foreign Corrupt Practices Act. Each Party further agrees that it will not offer, promise, provide, or pay (or authorize the offer, promise, provision, or payment of), directly or indirectly, anything of value to any entity or other person of any type (including, but not limited to, any government official, official of any public international organization, political party official, or political candidate) for the purpose of influencing any act or decision or to secure any other improper advantage or benefit.

- g. Although the Parties envision a cooperative and productive collaboration, each is an independent entity with respect to one another, and nothing in this MOU constitutes the Parties as partners (in the legal sense), or joint venturers, or allows a Party to create or assume any obligation on behalf of the other Party for any purpose whatsoever. Neither Party will assign, delegate, or subcontract this MOU to any third party without the prior written consent of the other Party, and any attempt to do so without consent shall be void.
- **h.** Notices shall be provided to the parties as indicated in Attachment A hereto, which is incorporated by reference herein.
- i. Neither Party will make any public announcement or press release regarding the existence or contents of this MOU, or otherwise use the name, insignia, or symbols of the other Party, its faculties or departments, or any variation or combination thereof, or the name of any trustee, faculty member, other employee, or student of a Party for any purpose whatsoever without the other Party's prior written consent. In no event will any use of CU's names, insignias, or symbols be used by UoL to fundraise for its organization or to convey or imply any endorsement of UoL's products or services or for the purpose of lobbying or other activities that would violate or be inconsistent with CU's nonprofit tax-exempt status.
- j. Nothing in this MOU will establish an exclusive relationship between the parties, and each Party may freely elect to engage in research and other initiatives with others.

The Parties may execute this MOU in counterparts, each of which is deemed an original, but all of which together constitute one and the same instrument. This MOU may be delivered electronically or by facsimile transmission, and the Parties agree that any electronic or facsimile signatures to this MOU will be valid and enforceable as originals.

On behalf of The Trustees of Columbia University in the City of New York

Dennis A. Mitchell Interim Provost

DA Mitchell

Date:

03/21/2024

On behalf of University of Ladakh

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Prof. S.K.Mehta Vice Chancellor

Date: 03/26/2024

# ATTACHMENT A NOTICES

All notices, consents, approvals, requests or other documentation authorized or required to be made under this MOU shall be in writing and shall be delivered personally, by facsimile or other electronic means, or by registered mail as follows:

If to CU, to:

Office of the Vice Provost for Academic Programs Columbia University ovpap@columbia.edu

With a copy to:
Office of the Provost
Columbia University
provost@columbia.edu

If to UoL, to:

Office of the Dean Academic Affairs University of Ladakh sjoldan@yahoo.co.in

With a copy to:

Name Prof. S.K.Mehta Vice Chancellor vc.ladakhuniversity@gmail.com