

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is executed on this 19th day of June 2024 ("Effective Day"), at Leh, Union territory of Ladakh by and between:

Ladakh Skill Development Mission, having its Head Office at Technical Education & Skill Development Department, Civil Secretariat Leh, Ladakh, 194101 (hereinafter referred to as '**LSDM**'), represented by **Ms. Padma Angmo IIS, Mission Director**, which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns of the **ONE PART**.

AND

National Institute of Electronics & Information Technology Leh, having its Head Office at, Council Secretariat Complex Leh, Ladakh, 194101 (hereinafter referred to as '**NIELIT Leh**'), represented by **Mr. Phuntsog Toldan, Director NIELIT, Leh** which expression shall, where the context so admits, be deemed to include its successors, executors and administrators of the **SECOND PART**.

AND

University of Ladakh, having its Administrative Office at Melongthang Leh, Ladakh (hereinafter referred to as '**UOL**'), represented by **Dr. Sonam Joldan, Dean Academic Affairs, University of Ladakh** which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the **THIRD PART**.

(LSDM, NIELIT Leh and UOL shall hereinafter be referred to collectively as "**Parties**" and individually as "**First Party, Second Party and Third Party**" respectively.

WHEREAS:

- A. LSDM invites NIELIT Leh in the role of a technical /knowledge partner to collaborate regarding the following: i. Skill Courses/Vocational Courses, ii. Setting up/upgradation of lab infrastructure, iii. Implementation of Skill Development Programmes in Government Degree Colleges, Government Polytechnic Colleges, Government ITIs & Government Schools of Ladakh UT.
- B. In pursuance of the aforesaid, the Parties hereto wish to record under this MoU, the terms of their mutual understanding.

NOW THEREFORE THE PARTIES HERETO AGREE AS UNDER:

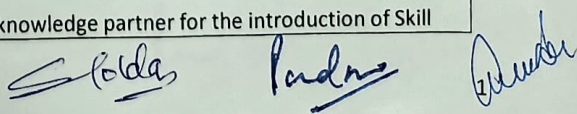
1. SCOPE OF MoU:

- 1.1. LSDM, NIELIT Leh and UOL have envisioned a partnership for the introduction of Skill Courses/ Vocational Courses, setting up/upgradation of lab infrastructure, implementation of Skill Development Programmes in Govt. Degree Colleges, Govt. Polytechnic Colleges, Govt. ITIs & Govt. Schools of the Union Territory of Ladakh.
- 1.2. The Objective of the partnership is to have a formal understanding between the Parties for providing trainings for enhancing the employability of the youth of Ladakh, mainly focusing on employability and entrepreneurship trainings industry- oriented job roles.
- 1.3. To enter into numerous service agreements having financial implications on a case-to-case basis ("Service Agreements") under which NIELIT Leh shall explore the intervention in different areas of Skill Development as separate dedicated projects along with their documentations ("Projects").

2. Role and Responsibilities:

Following are the role and responsibilities of each Party:

Party	Responsibilities
LSDM	<ol style="list-style-type: none">a) Facilitation of agreements (if required) between Colleges, University of Ladakh, ITIs and NIELIT Leh for particular project.b) Providing one officer as single point of contact for all coordination and assistance needed by NIELIT Leh for effective implementation.c) Make available building infrastructure (new or existing) for the setting up of labs to train the youth.
NIELIT LEH	<ol style="list-style-type: none">a) Will act as technical partner/knowledge partner to support LSDM and UOL to upgrade its skilling programs at / Govt. Degree Colleges/Govt.ITIs/Govt. Polytechnics/ Govt. Schools.b) Will act as technical partner/knowledge partner for the introduction of Skill



	<p>Courses, Vocational Courses in Govt. Degree Colleges, Govt. Polytechnics, Govt. ITIs & Govt. Schools.</p> <p>c) Advice on equipment procurement required for the setting-up/up gradation of training lab, tool kit, etc. required for training.</p> <p>d) Industry linkages for internship/apprenticeship/On the job training of trainees/youth.</p> <p>e) Training & Curriculum support and providing literature, Service manuals, Technical Inputs and technical books.</p> <p>f) Certification of the Skilling training programmes.</p> <p>g) Conduct Trainer of the training program for trainers appointed by Colleges/ITIs</p> <p>h) Will act as a Mentor for entrepreneurship training program.</p> <p>i) Provide service(s) based on separate Service Agreements that shall be entered between the Parties, for such Projects having financial implications.</p> <p>j) Provide any other services or support in lieu of its core verticals after receiving a formal request from LSDM.</p> <p>k) Branding as per Project Norms.</p> <p>l) Introduce skill courses in Govt. Degree colleges of UT Ladakh. Course will be modular in nature. Students shall get modular Certificate upon successful completion of a module in each semester.</p> <p>m) High end courses in AI/IOT/ML may be introduced later in future considering the availability of resource persons and demands of students.</p> <p>n) Each student will be assessed by NIELIT HQ upon the completion of the course through a proctored mode, and the applicable fees or exam fees may be borne by LSDM, the respective institute, or the trainee, as decided at the time of assessment.</p>
UOL	<p>a) Providing premises of adequate size (new or existing) for establishing Skills lab/Workshop in the University of Ladakh/ Degree Colleges with the support of LSDM and NIELIT Leh.</p> <p>b) Sensitizing and mobilization students for the skilling courses.</p> <p>c) Identification of Teachers/Trainers for the ToT Program.</p> <p>o) Providing one officer as a single point of contact for all coordination and assistance needed by LSDM and NIELIT Leh for effective implementation.</p> <p>d) Developing Credits for the Skill Courses in collaboration with the NIELIT and its integration with curriculum of different courses.</p> <p>e) Facilitation of Agreements (if required) with colleges.</p>

3. Term and Termination:

- 3.1. The term of this MoU shall be for a period of 4 (four) years from the date of execution ("Term"). The Parties may extend the Term of this MoU in writing on mutually acceptable terms and conditions.
- 3.2 In the event either Party commits any material breach of the spirit of this MoU, the other Party may terminate this MoU forthwith by a written notice to the defaulting Party if such material breach is not cured within 30 (thirty) days of the serving of written notice.
- 3.3 Either Party may also terminate this MoU at any time for convenience by giving a written notice of 30 (thirty) days to the other Party.
- 3.4. Within 15 (fifteen) days of termination of this MoU, the Parties shall return the Confidential Information obtained for or in relation to the other Party to such Party
- 3.5. The provisions of Clauses in this MoU shall survive the termination of this MoU. The Parties shall comply their respective obligations under this MOU till the end period of termination after the notice of termination.

4. FORCE MAJEURE: -

Neither Party shall be held responsible for non-fulfilment of their respective obligation under this MoU due to the exigency of one or more of the force majeure events such as but not limited to Act of God, War, Flood, Earthquake, Strike(s), Lockout(s), epidemics, Riots, Civil Commotions, etc. provided on occurrence and cessation of such events, the party affected by this shall give a notice in writing to the other party within one month of such occurrence and cessation. If the force majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

S. Beda

Indra

Abhishek

5. Service Agreements for projects having financial implications: -

- 5.1. NIELIT Leh shall submit a separate proposal for different Projects having any sort of financial implications to the LSDM detailing out, (i) the specific project and the services proposed, (ii) the specific interventions for the project, (iii) time period for the service, (iv) financials of the projects.
- 5.2. The services of NIELIT Leh for the above-refereed projects shall be provided based on separate Service Agreements that shall be entered between Parties and shall be formulated on the basis of proposals received by the LSDM from NIELIT Leh.
- 5.3. The Service Agreements having financial implications shall be executed post the prior approval of the proposals by the Commissioner/Secretary Technical Education & Skill Development Ladakh and with the concurrence of the Finance Department Ladakh.

6. MISCELLANEOUS: -

- 6.1. No amendments to the MoU shall be valid unless executed in writing and signed by the Parties.
- 6.2. In case of any dispute or claim on any matter, related to the project or during its implementation arising under MoU or in connection with the execution, interpretation, performance, or non-performance of this MoU or any or all the foregoing, the decision of the LSDM shall be final and binding.

6.3. Arbitration Clause:

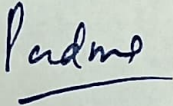
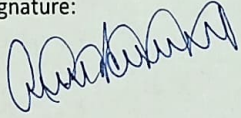
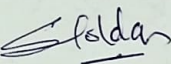
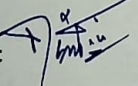
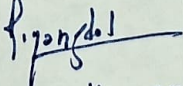

If any dispute arises between the parties to this MOU regarding implementation of the terms of the MOU or any other matter incidental to or connected with the subject matter of the MOU, such disputes shall be resolved as far as possible amicably by mutual consultations, failing which, it will be dealt as per the office Memorandum dated 22nd May 2018 of Department of Public Enterprises, MOHI&PE, GOI. The decision shall bind the parties finally and conclusively and the parties will share equally the cost of arbitration as intimated by the arbitrator.

6.4. Jurisdiction of the court.

This Memorandum of Understanding shall be governed by and construed in accordance with the laws of India and shall benefit and be binding upon the Parties hereto, their respective successors and assigns. In case of any dispute between the Parties the courts at District Leh shall have exclusive jurisdiction.

IN WITNESS WHERE OF the Parties here to have carefully gone through the contents of this MoU and have signed and put their seals on the aforesaid MoU and agreed to abide by the terms and conditions as laid down therein totality and have signed this MoU on the day and at place mentioned above.

Signatories

LSDM	NIELIT Leh	UOL
Ms. Padma Angmo IIS Mission Director LSDM Signature:  Stamp: Mission Director, Ladakh Skill Development Mission	Mr. Phuntsog Toldan, Director NIELIT, Leh Signature:  Stamp: राष्ट्रीय इलेक्ट्रॉनिक्स और सूचना प्रौद्योगिकी संस्थान (नाइलिट) National Institute of Electronics and Information Technology (NIELIT) लेह लद्दाख Leh/Kargil	Dr. Sonam Joldan, Dean Academic Affairs, University of Ladakh Signature:  Dean Academic Affairs University of Ladakh Leh/Kargil Stamp:
Witness: Signature:  Name: ABRAED HUSAIN Designation: SUPERINTENDENT ITI	Witness: Signature:  Name: RIZZIN YANQOL Designation: under Secretary.	Witness: Signature:  Name: Shara Begum Designation: Lectures TER SA.