



MEMORANDUM OF UNDERSTANDING

(MoU)

Between

University of Ladakh (UOL)

and

National Rehabilitation Institute (NRI)

Chandigarh

*Forwarded to Dean Research for
Comments.
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PREAMBLE

Between

University of Ladakh (UoL)

~~UNIVERSITY OF LADAKH~~ was established in 2019 and is the only trans-Himalayan Institute of higher learning and research. The University has its headquarters in Leh. The University has Campuses in Leh, Kargil, and Stakna and has six-degree colleges as constituent colleges. The University is offering core and applied academic programs. The University is catering the students passing out from various schools and colleges spread over more than fifty thousand square kilometres of the vast Ladakh region. 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. We strongly believe that this University will play a significant role in the transformation of our country and our region in the coming years. Through our educational, research, and social contributions we will shape the future of our society. This confidence in our programs and belief in the public good will be our motivation to work tirelessly and decisively. (hereinafter referred to as "UoL").

and

National Rehabilitation Institute (NRI)

National Rehabilitation Institute is a non-governmental organization (NGO) based in U.T. Chandigarh and Nawan Gaon (Punjab) adjacent to Sectors 1, 2, and 12 of Chandigarh (hereinafter called NRI). The organization is devoted to the performance of services for rehabilitation and care especially of those having disability in speech and hearing. The organization is duly registered with Govt of Punjab, with the following objectives.

1. To identify children and adults who have hearing and speech problems.
2. Rehabilitation of the hearing impaired or handicapped through
 - Fitting them with suitable amplification/hearing aids
 - Providing them of auditory training
 - Teaching speech and language depending on their abilities
 - Integration (partial or full) in normal schools

- Helping the families in understanding the needs of their hearing or speech-impaired members and in dealing with their emotional issues
 - Vocational training of the hearing and speech-impaired
 - State of the art Computerized-training programs for the hearing and speech impaired Ear moulds
3. To assess and identify the physical, financial, psychological and cognitive strengths and weaknesses of each individual and to form individualized treatment and rehabilitation plans.
 4. To develop state of the art testing and measurement devices to determine the most effective interventions for the hearing and speech-impaired populations.
 5. To arrange for annual seminars, conferences, and functions to carry on the aims and objectives of the Society.
 6. To collaborate with other societies and institutes with similar objectives.

This MOU intends to build cooperation between **UOL** and **NRI** to learn and develop further on the respective parties' core strengths and institutional objectives in the public interest to jointly undertake the training programs and research studies.

Therefore, it is hereby agreed by and between **UOL**, Ladakh, and **NRI**, Chandigarh to sign this MoU with the following terms and conditions ondate.

1. SCOPE OF MoU

The scope of this collaboration is to provide research opportunities to students and researchers of the two institutions to increase the effectiveness of teaching and research; jointly organizing academic programs, Internship programmes, Rehabilitation, exchanging faculty/staff and students; conduct joint research and publication activities

These areas are only indicative in nature and project work on any one or all the areas will be undertaken only assessing the feasibility of the project and will be executed through a separate project agreement. The areas are teaching, research, internship, exchange programs, and any other relevant mutually beneficial academic programs. To promote mutual interaction among faculty and students through exchange visits. The infrastructural facilities during exchange visits of faculty

and students will be provided at concessional rates, to be decided at an appropriate time, by the parties.

Terms and conditions, financial arrangements, modalities of collaboration, responsibilities, and obligations of **UOL** and **NRI** about any project or academic programme to be undertaken as part of this MoU will be dealt with separately on a case to case basis.

2. DURATION OF MoU

This MoU comes into effect from the date of its signing and will remain in force for 3 years. However, its validity can be extended by mutual agreement between both parties.

3. PERIODIC REVIEW

The progress of any of the projects will be reviewed by the project review committee (PRC) of the project consisting of members from **NRI**, Chandigarh, and **UOL**, Ladakh appointed by the Vice Chancellor and Director, respectively. It is mutually agreed that periodic review will be held at a mutually convenient place and time for reviewing the progress of work. A project review committee will review the project as and when necessary and after completion of each phase of work but not less than once a year.

4. CONFIDENTIALITY

During the tenure of the MoU/ Subsequent Project Agreement and five years thereafter “**UOL**” and “**NRI**” undertake on their behalf and on behalf of its sub-contractors/employees/associate to maintain strict confidentiality and prevent disclosure thereof, of all the information and data exchange /generated pertaining to work under this MoU/Agreement for any purpose other than in accordance with this MoU. Both parties however retain the rights to use their Research and Development (R&D) results generated during the project for their R&D programs without any obligation to the other.

5. INTELLECTUAL PROPERTY RIGHTS

Any background Intellectual property (IP) rights shall belong to respective parties. The results from these developments/projects can be published (except those which can be patented) by the two parties individually or collectively based on their contribution. The party intending to publish shall inform, in writing, the other party of its intention and contents. The other party shall also send

its consent to the party intending to publish, in writing, within thirty (30) days of receipt of the proposed publication. Any publications so made shall give proper mention of all parties and individuals involved in the development.

Any IP generated as result of joint work carried out under this MoU and or subsequent project agreement, shall be the joint property of UOL and NRI. Matters related to filing, securing maintaining of joint IP rights, licensing etc. shall be detailed in the individual project agreements. A separate agreement will be signed between UOL and NRI in case of Commercialization of joint IP generated or know-how developed through projects.

6. ARBITRATION

This MoU shall be governed by and construed by the laws of the Government of India.

7. FORCE MAJEURE

Neither party shall be held responsible for non-fulfillment of their respective obligations under this Agreement due to the exigency of one or more of the force majeure events such as but not limited to Acts of God, war, flood, earthquakes, strikes, epidemics, riots, civil commotion, etc. provided on the occurrence and cessation of any such events the party affected thereby shall give notice in writing to the other party withing one month of such occurrence or cessation. If the force majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

8. MODIFICATIONS AND AMENDMENTS

No amendment or modification of this MoU shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be an amendment of this MoU. The modification or changes shall be effective from date on which they are made/execute unless other wise agreed to.

9. TERMINATION OF MoU

This MoU may be terminated by either of the parties if the other party shall happen to be in breach of any of the terms hereof and shall have failed to rectify such breach within sixty days of the notice in this behalf having been served on it by the other party. In addition to the reasons for termination as set forth above this MoU may be terminated forthwith, if either of the parties

voluntarily or involuntarily enter into composition, bankruptcy or similar reorganization proceedings or applications invoking such proceedings have failed.

In case, one of the parties fails to fulfill its responsibilities as stipulated in this MoU/Subsequent Project Agreements, the other party has the right to terminate this MoU and vice versa.

Even after the expiry of the MoU or the termination of the MoU, separate Agreements already signed based on this MoU will continue to be in force till the finalization of the concerned projects.

10. INDEMNITY AGAINST ACCIDENT OR INJURY

Either party shall not be liable for in respect of any demand or consequence of any accident or injury to any work men or other employed by the other party related to the project or violation of any statutory provision.

11. NOTICE

All notices and other communications required to be served on the NRI, under the terms of this MoU shall be considered to be served if the same shall have been delivered to, left with or posted to registered mail to the NRI at its last known address of business. Similarly any notice to be given to the UOL shall be considered as duly served if the same shall have been delivered to, left or posted by registered mail to the UOL as its registered address in Ladakh.

12. In witness whereof the parties have executed this MoU through their authorized representatives.

FOR AND ON BEHALF OF UOL

Signature:

Dr. Sonam Joldan
Prof. S.K. Mehta,

Dean Academic Affairs
Vice Chancellor,
University of Ladakh,

Ladakh

Place:

Date :

FOR AND ON BEHALF OF NRI

Signature:

Dr. Saraswati Gupta,
Executive Director,
National Rehabilitation Institute,
Chandigarh

Place :

Date:

Witness:

I.....

Name :

Designation:

Witness:

I.....

Name:

Designation: