MEMORANDUM OF UNDERTAKING

CENTRAL SILK BOARD (CSB) AND INDIRA GANDHI NATIONAL OPEN UNIVERSITY (IGNOU)

This Memorandum of Understanding is made at New Delhi on this day of Twenty Third of September Two Thousand Four.

By
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Between

Indira Gandhi National Open University (IGNOU) (a Central University by an act of Parliament – Act No 50 of 1985) having its headquarters at Maidan Garhi, New Delhi -110068 (hereinafter referred to as 'FIRST PARTY') which expression shall unless repugnant to the context of meaning thereof include its successors and permitted assignees) of the FIRST PARTY.

AND

The **Central Silk Board** (established by an Act of Parliament under Central silk Board Act. 1948), Ministry of Textiles, Government of India, acting through the Member Secretary, Central Silk Board, having its office at CSB Complex, BTM Layout, Madiwala, Bangalore 560 068 (hereinafter referred to as 'SECOND PARTY') which expression shall unless repugnant to the context of meaning thereof include its successors and assignees of the SECOND PARTY.

Collectively referred to as 'PARTIES'

WHEREAS, IGNOU is a Central University established by an Act of Parliament with a view to democratize education and disseminate knowledge through novel techniques and methodologies for the benefit of large section of society, specially the weaker and disadvantaged groups and offering a range of progammes. The University has established student support services network for delivery of the programmes.

WHEREAS Central Silk Board, Ministry of Textiles, Govt. of India here in after referred to as CSB has been constituted by an Act of Parliament. The Board currently provides research and development, training, extension and basic seed support to the industry. It also discharges the function of certifying silk goods for export and extends support to states in the form of joint projects and offers developmental schemes. The CSB has established Research & Training Institutes such as Central Sericultural Research &Training Institute, Mysore (CSRTI), Central Silk Technological Research Institute (CSTRI), Bangalore, and a Silkworm Seed Technology Laboratory (SSTL), Bangalore to provide R&D and training support for the development of sericulture.

Whereas both the above mentioned collaborating parties have agreed to broaden and deepen their mutual academic, scientific and pedagogical relations and co-operation in the interest of contributing to the development of Human Resource Development in sericulture and

ancillary discipline thereto. Towards this end, it has been mutually agreed to start educational and training programmes in sericulture for youth, unskilled or semi-skilled workers who are already working in different organizations such as Department of Sericulture, Central Silk Board, NGO etc. The distance education & training programmes in sericulture sector will be developed and implemented jointly by the CSB and IGNOU with the expertise of CSB in sericulture and the IGNOU in Open & Distance Learning Mode.

Hence, First party IGNOU and Second Party, CSB, with above ideas have mutually discussed the objectives and modalities for development and delivery of programmes in sericulture through distance mode and agreed as under:

1. OBJECTIVES

The main objectives of the relations and co-operation between the collaborating Institutions are:

a. To appreciate the need of Human Resource Development in Sericulture sector.

b. To achieve jointly co-ordinate and undertake research and studies for identification of educational and training needs in farm and industry sector of sericulture.

c. To design a framework for development and delivery of educational & training programmes in sericulture through Open and Distance mode for large target groups of learners with focus on entrepreneurial activities.

d. To formulate new programmes in the sericulture and to award degrees to the successful candidates

e. To acknowledge experience, expertise and capabilities of CSB and IGNOU in development and delivery of the programmes with focus on sharing resources including study centres/ CSB Institutions.

f. To jointly discuss measures for improvement in the planning, development and implementation of academic and training programmes.

g. To undertake and execute all such activities required for the fulfillment of objectives described above.

SPECIFIC OBJECTIVE: PROGRAMME DEVELOPMENT: Development of three programmes in the initial phase

As a first step in this collaborative effort the CSB and IGNOU will develop and launch following three modular programmes:

a. Certificate programme in Sericulture
b. Diploma programme in Silkworm Rearing
c. Diploma Programme in Silkworm Seed Technology

Where as with this idea both the collaborating institutions will jointly develop and devise implementation strategies and time bound plans for effective impact to meet the desired objectives and goals. The process of development implementation will be initiated, expanded, assessed and evaluated by a Project Monitoring Committee.

The two collaborating institutions shall specifically prepare a record of activities that have been conducted, or are underway, and they shall draw up a common report on such activities.

2. BROAD ROLE & FUNCTIONS

a. Role and functions of CSB

i) Identification of training needs: Nature and level of skills and man power required
ii) Facilitate sponsoring of candidates for the three proposed programmes
iii) Linkages with the industries / state government agencies
iv) Sharing programme development and delivery cost
v) Earmarking budget for HRD thorough open and distance learning
vi) Identification of study centres and training centres
vii) Facilitating in identification of counselors and organization of counseling sessions
viii) Providing experts for the development of study material and counseling
ix) Creation of cell in CSRTI, Mysore and SSTL, Bangalore for distance learning programme
x) Providing academic contents for the programmes
xi) To take the initiative in taking these programmes mandatory for providing loans to the young entrepreneurs and the licensed silkworm seed producers through respective DOS and financial institutions.

b. Role and functions of IGNOU

i) Design and development of programmes in IGNOU format
ii) Development of multi media delivery packages
iii) Delivery and implementation of the programme
iv) Sharing the development and delivery cost
v) Monitoring of the programme
vi) Conducting Examinations and award of degrees
vii) Providing infra structure support for development and delivery of the programme
viii) Creation of sericulture project cell in IGNOU

3. FORMATION OF PROJECT MONITORING COMMITTEE

CSB and IGNOU will jointly constitute a Project Monitoring Committee having members from industry and academic institutions to periodically review the progress

and modalities for delivery and sharing of resources including expenditure and fee. The committee may have the following members:

Member secretary CSB, Vice Chancellor IGNOU, Director Center for Extension Education, Director CSRTI, Director SSTL, Additional Director of DOS of one or two states, regional Director IGNOU, Bangalore.

And the Committee may recommend for executing further instruments like agreement giving more details required to carry out the provisions of this MOU.

4. SHARING OF RESOURCES

Expenditure on development and delivery of the programme and the revenue collected in the form of fees will be shared equally between CSB and IGNOU. The revenue generated would be used for strengthening of the programmes and providing incentives to the learners in the form of providing subsidy in the boarding and lodging subject to the terms and conditions as agreed by the Project Monitoring Committee.

5. COPYRIGHT AND INTELLECTUAL PROPERTY

All copyrights in the course materials (print audio/video) developed under this Agreement shall be exclusively with IGNOU.

6. VALIDITY AND TERMINATION

The Memorandum shall come into effect upon signatures of both parties on the date set forth below and will remain in force for five years until either party wishes to withdraw for good and sufficient reasons by giving a notice of three months in writing.

7. MATTERS NOT PROVIDED IN THE UNDERTAKING

If any doubt arises as to be interpretation of the provisions of this Memorandum or as to matters not provided therein, the Project Monitoring Committee will resolve such doubts in good faith.

8. AMENDMENT / RENEWAL OR EXTENSION

No amendment or modification/renewal or extension of this Memorandum shall be valid unless it is made in writing jointly by both the parties or by their authorized representatives and approved by the Project Monitoring Committee. The modification/changes/renewal or extension shall be effective from the date on which they are made/executed unless otherwise agreed to.

9. **DISPUTE RESOLUTION**

If any dispute or difference of any kind whatsoever shall arise between the parties in connection with or arising of this Memorandum, the parties shall resolve them within a period of two months in the first instance by mutual discussions in the Project Monitoring Committee. If the dispute can not be settled within two months as provided herein, the dispute shall be referred to Arbitration of Sole Arbitrator to be nominated jointly by the Member Secretary, CSB and the Vice Chancellor, Indira Gandhi National Open University. The proceedings of arbitration shall be in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof. Arbitration proceedings shall be conducted in English language only. Both the parties to this Agreement shall bear the cost of arbitration equally. The venue of arbitration shall be New Delhi.

Now in witness whereof the parties to this present have here unto signed and affixed their respective seal, the date and the year herein above written:

Signed, Sealed and Delivered by

(Prof. A.S. Narang)
Registrar S. NARANG
For and on behalf of the First Party
IGNOU, Maidan Garhi, New Delhi-68

For the IGNOU

Signed, Sealed and Delivered by

(P. Joy Oommen)
Member Secretary
For and on behalf of the Second Party

For the Central Silk Board

Witnesses:

1.

2.