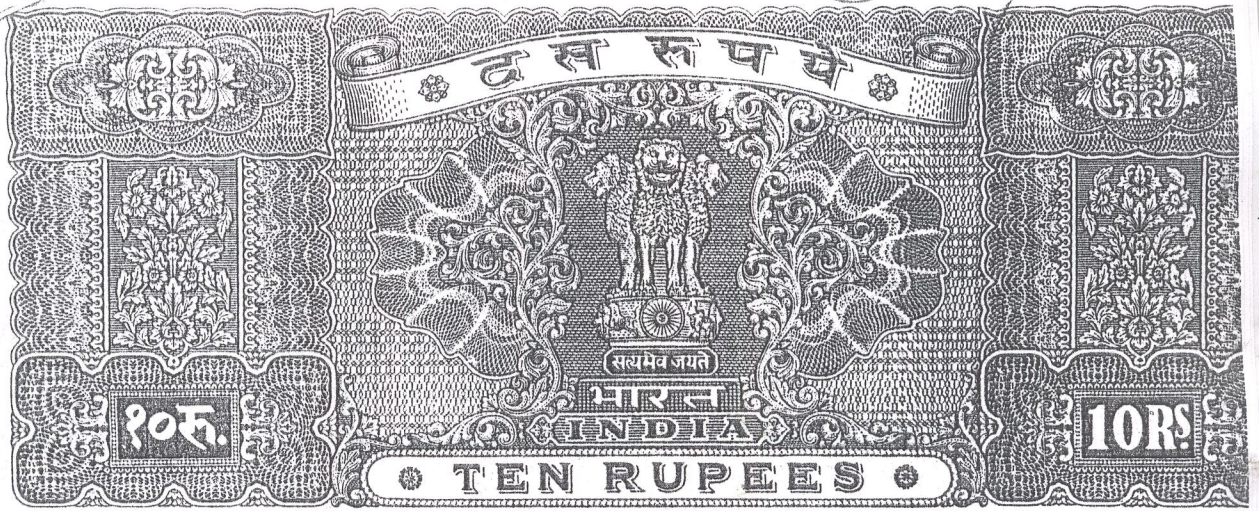


WHEREAS FIRST PARTY, IGNOU is a Central University established by an Act of Parliament with a view to democratise education and disseminate knowledge through novel techniques and methodologies for the benefit of large section of society, specially the weaker and disadvantaged groups. Further, IGNOU is an apex body (equivalent to UGC) for all Open Universities and Distance Education Institutions/ Programmes in the country, and has established Distance Education Council (DEC) for promotion, maintenance of standards and coordination of Open and Distance Learning activities in the country. FIRST PARTY is offering a range of programmes and has established student support services network for delivery of the programmes.

AND WHEREAS SECOND PARTY is entrusted with the policy, planning, formulation & implementation of programmes for development of food processing industry sector in the country as also developing human resources required for this. SECOND PARTY intends to develop productive and competent human resource for the food processing industries using Open & Distance Learning System.

Whereas recognizing the competency and expertise of the First Party in development and delivery of courses by distance mode, the Second Party desires the first party (IGNOU) to develop and deliver five vocational programmes in area of food processing.



NOW THIS AGREEMENT WITNESS AS UNDER:

- (a) FIRST PARTY will design and develop the following vocational Diploma ' programmes of 32 credits as per the requirements of the Ministry :

Production of value-added products of (i) Fruits and vegetables, (ii) Dairy, (iii) Poultry and Meat (iv) Fish and aquaculture and (v) Grains, Pulses and Oilseeds

- (b) FIRST PARTY will launch and deliver these programmes through distance mode of education for the benefit of the public in general and the personnel sponsored by the Second Party, Ministry of Food Processing Industry.

- (c) With a view to develop and launch the programmes, the First Party shall:
- Hold advisory and expert committee meetings and other meetings in connection with the planning and development of the academic programme/self-instructional materials.
 - Develop the print materials and audio-video programmes.
 - Carry out all editing work (content, format and language).
 - Deliver the courses through multimedia.
 - Identify Programme Study Centre(s) in consultation with the SECOND PARTY.

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- Implement the Programme.
 - Monitor and supervise the implementation of the Programme.
 - Use its technological infrastructure such as teleconferencing, interactive radio, Gyan-Darshan, Kisan-Channel, Gyan-Vani etc. to support professional training.
 - Provide academic expertise.
 - Hold term end examination, declare results and issue certificates.
- (d) FIRST PARTY will exclusively have all the copyrights of the course materials (print, audio/video) developed under this Agreement.
- (e) **Payment Terms**
SECOND PARTY will pay an amount of Rs. 481.35 lakhs (four hundred eighty one lakh thirty five thousands only) as per Annexure 1 and FIRST PARTY shall utilize the funds for the purpose for which SECOND PARTY sanctions it and in no case, funds should be diverted for any other purpose.
- (f) The revenue generated through fees and sale of study material shall be utilized by the FIRST PARTY in active consultation with the SECOND PARTY for the proposed programme.
- (g) **Completion of the Assignment**
The Agreement shall come into effect on the date of release of first instalment by SECOND PARTY and shall remain in force till the end of 10th Plan Period i.e. 2006-2007. If there is any delay by FIRST PARTY, fee @1 % of the total fee per week of delay will be deducted by SECOND PARTY. However, if the delay occurs on account of SECOND PARTY (duly recorded by FIRST PARTY and communicated to SECOND PARTY), suitable extension in time period will be given to FIRST PARTY. It will further be up to SECOND PARTY discretion to extend the time limits of the assignment.

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The assignment shall be deemed to have been successfully completed by undertaking the following activities by FIRST PARTY:

- (a) Development of course curriculum for five Vocational Diploma Programmes of 32 credits each and translation of material in Hindi Language
 - (b) Development of the study material for the above five programmes
 - (c) Development of publicity & advertisement material
 - (d) Delivery of programmes: 11 cycles of the above five programmes comprising (i) First run: Five cycles and (ii) Subsequent run: Six cycles
- (h) Monitoring
- A Project Implementation Monitoring committee will be constituted by the SECOND PARTY in consultation with FIRST PARTY to monitor the project.
- (i) General Terms
- (a) FIRST PARTY will undertake the assignment on "best efforts" basis and engage reputed technical experts suited for the project.
 - (b) While information and opinion compiled or arrived at, for the assignment by FIRST PARTY would be in good faith and from public or private sources believed to be reliable.
 - (c) Any other services or any other specialist advice (such as, for example legal, regulatory, accounting or taxation matters) shall be specifically arranged or requested and FIRST PARTY will not have any liability in respect of any services or advice provided to SECOND PARTY by persons other than FIRST PARTY.

Not
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j) Termination

On a written notice giving clear 30 days, either party may terminate this agreement provided:-

- i. Following any breach of the terms of this Agreement by either party hereto, the giving of a notice in writing from the aggrieved party to the party in breach signed by a duly authorized officer of the aggrieved party but subject to any event to termination in accordance with general provisions of law ; or
- ii. If certain matters or facts are ascertained or revealed during the course of the assignment, which in the opinion of either party represents an obstacle to the undertaking of the assignment, there by clearly bringing it to the notice of the other party and only if the other party does not within a reasonable period of 10 days explain satisfactorily its position.

k) Applicable law and competent courts:

- i. This Contract shall be governed by Indian Law
- ii. If during the execution of this assignment, should any dispute arise between the two parties, the matter shall be referred to Mr. A.N.P. Sinha, Joint secretary, Govt. of India, for arbitration, whose decision shall be final and binding.

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

Thus concluded and duly signed in duplicate in New Delhi.

Signed, Sealed and Delivered by



श्री. एम. नेगी/M. S. Negi
(Prof. A. S. Narang)
Registrar
Administration
इ. ए. ओ. यू. विद्यापीठ, कान्त भवन, नई दिल्ली-68

For and on behalf of the First Party

Signed, Sealed and Delivered by

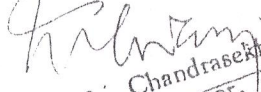


(R. C. Sachdeva)

Deputy Secretary

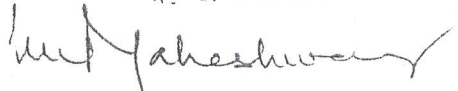
For and on behalf of the Second Party

Witnesses

1. 
Chandrasekharan Nair
Director,
for Extension Education,
the National Open University
New Delhi-110068
- 2.

श्री. सी. मच्छेवा
उप सचिव

खाद्य प्रसंस्करण उद्योग मंत्रालय
पंचशील भवन, अगस्त कान्ति मार्ग
नई दिल्ली-110049



श्री. के. के. महेशवरी
सहायक उद्योगिक सलाहकार
खाद्य प्रसंस्करण उद्योग मंत्रालय
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