

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

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सत्यमेव जयते

ONE
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

दिल्ली DELHI

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MEMORANDUM OF UNDERSTANDING

This revised Memorandum of Understanding herein referred to as "MOU" is
signed at New Delhi on
APR. 14...27, ...2009

By
&
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- 110 068 hereinafter referred to as IGNOU represented through Registrar (Admn.) which expression shall unless repugnant to the context of meaning thereof include its successors in office and permitted assignees of the FIRST PART.

AND

Catholic Bishops' Conference of India (CBCI) Registered under Societies Registration Act 1860 having its headquarters at CBCI Centre, 1, Ashoka Place, New Delhi- 110001 referred to as CBCI represented by its Deputy Secretary General which expression shall unless repugnant to the context of meaning thereof include its successors in office and permitted assignees of the SECOND PART.

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WHEREAS IGNOU is an autonomous body created by an Act of Parliament (No. 50 of 1985) with the objectives as stated in Section-4 of IGNOU Act to advance and disseminate learning and knowledge by diversity of means to larger segment of the population and to promote the educational well-being of the community in general, specially among those staying in rural and remote areas.

WHEREAS, CBCI is engaged in promoting education, health and development activities among people across the country without any distinction of caste, creed, age, sex, language and socio-economic status.

Whereas, IGNOU has agreed to launch Programmes of Study in the areas of HIV/AIDS, Family Life Education, Social Work and socially relevant programmes of study and other academic activities.

Whereas, CBCI has agreed to collaborate with IGNOU to plan, design and develop the programmes of study in the areas of HIV/AIDS, Family Life Education, Social Work and other socially relevant programmes of study and other academic activities.

Section A-Objectives

The main objectives of the cooperation between contracting institutions are:

- (i) To enhance knowledge, skills, attitudes and awareness among people in the areas of HIV/AIDS, Family Life Education and Social Work and design and develop socially relevant academic programmes in area of HIV/AIDS, Family Life Education, Social Work, Philosophy etc. for the benefit of Trainers of Trainees, teachers, Para-medicals, NGO functionaries and those interested in acquiring adequate information on these subjects;
- (ii) To form a Joint Advisory Committee (JAC) for the planning and development of various programmes of study;
- (iii) To organize an Annual Mother Teresa Memorial Lecture;
- (iv) To collaborate in academic activities such as conduct of the Annual National Seminar on Social Work Response to HIV/AIDS, conferences, seminars, research etc;
- (v) To institute awards/scholarships etc. for IGNOU students;
- (vi) To collaborate with IGNOU in setting up and maintaining CBCI-IGNOU Documentation-Centre at IGNOU;

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- (vii) To undertake and execute all such activities required for the fulfillment of the objectives described above.

Section : B - Obligations of IGNOU

With a view of achieving the objectives set forth in the preceding section, IGNOU agrees to discharge the following responsibilities:

1. Holding various advisory, inter-agency, expert committee, course writing and other meeting in connection with the planning and development of the programmes.
2. Preparation of the self-instructional materials (print, audio and video).
IGNOU will have the copy right over all Self Instructional Material (Print, audio, and video) prepared under this MOU.
3. Admission and Registration of the learners through its Regional/Study Centres.
4. Distribution of self-instructional materials to the learners
5. Activation of Regional/Study Centres for various programmes of study
6. Orientation of Academic Counsellors
7. Academic counseling to the learners
8. Use of satellite communication channels for teleconferencing, interactive radio counseling, etc.
9. Evaluation of learners and awarding Certificates/Diplomas/Degrees to the successful candidates as per University norms.

Section C : Obligations of CBCI

1. Participation in the meetings associated with various programmes
2. Provide assistance in designing and development of course material wherever applicable.
3. Promoting the programmes among its institutional functionaries and sponsoring candidates.
4. Any such activities for maintaining the sustainability of the Chair.

Section : D - Joint Advisory Committee

In order to plan, organize, and carry out various activities under this MOU, a body namely, Joint Advisory Committee (JAC) will be constituted. The composition of the JAC will be as under:

1. Five persons to be nominated from IGNOU, namely:
 - (i) Vice-Chancellor/or his nominee
 - (ii) Coordinator of CBCI-IGNOU Chair

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- (iii) Three members: one from school of Social Work and two professors
2. Five persons to be nominated by the CBCI, namely:
 - (i) President of CBCI, or his nominee
 - (ii) Secretary General, CBCI
 - (iii) Chairman of CBCI Health Commission or Executive Secretary of Health Commission.
 - (iv) Two members to be nominated by the President, CBCI
3. The quorum for the meeting will consist of at least two representatives from each of the collaborating agencies.

Section E- The honorary position of Chair shall be held by the President of CBCI.

Section F- Amendment to the Agreement

The obligation of IGNOU and CBCI have been outlined in the MOU. However, during the operation of MOU circumstances may arise which call for alteration or modifications of this MOU. These alterations will be mutually discussed and agreed upon in writing.

Section G - Validity of MOU

The MOU is subject to the ratification by the Board of Management of IGNOU and the CBCI Standing Committee

1. This MOU can be terminated any time through mutual consent by Board of Management of IGNOU and the CBCI Standing Committee after an appropriate notice in this regard (not less than 6 months). In the event of the termination of this MOU, the principal amount of rupees fifty lakhs of the endowment grant shall be returned to CBCI by IGNOU.

Section :H - Finance and Fees

1. IGNOU shall be free to decide its own fee structure for course material, examination fee etc. keeping in view the nature and purpose of the programmes and the target group.

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2. The CBCI Chair would meet the expenses for various activities to be undertaken by the Chair from the revenue available to it by way of interest from the endowment grant of Rs. 50 lakhs (fifty lakhs) provided to IGNOU on February 29, 2000 when the original MoU was signed and ten per cent of fee collected by IGNOU from courses and programmes of study developed through the Chair namely CAFE/DAFE/BSW/PGDSW/ MSW/ Philosophy etc.
3. The Saving Account No. 6289 of IGNOU in Punjab National Bank which is opened exclusively for the purpose of depositing annual interest of the endowment grant and ten per cent of fee collected from programmes and courses developed by the Chair shall be operated by the Finance and Accounts Division of IGNOU. The Drawing and Disbursing Officer of the Chair shall be the Coordinator of CBCI Chair, who shall also sign the cheques on behalf of IGNOU.
4. All expenses and withdrawing of advances will have approval of the Vice Chancellor.

Section I- Infrastructure facilities

IGNOU shall provide for the CBCI Endowment Unit the necessary infrastructure facilities including appropriate location and office equipment, furniture, access to library and reading room, stationery etc. to enable the unit to carry on its functions free of cost. IGNOU shall ensure that the CBCI Endowment Unit shall carry on its programme of work smoothly.

Section J- Validity

This Agreement shall be valid from the date of signing of the Agreement between the CBCI and the IGNOU until its termination by mutual consent.

Section K-Mutual Covenants

- (a) Parties shall take all necessary Steps to remove any difficulties administrative as well as operational which arises in the institution of the Chair for development of the programmes and other academic activities.
- (b) Parties shall ensure that the anticipated outcomes of the programmes are achieved in accordance with the terms agreed to herein.

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(c) Parties agree that CBCI shall have a right to access and receive the annual reports on the activities undertaken by the CBCI-IGNOU Chair including materials (print, audio and video) prepared by IGNOU. It is however clarified that copyright of all materials developed by IGNOU shall be held by IGNOU.

Section L-Representations and warranties:

The Parties hereby represent and warrants to each other that:

- (a) That it is duly established and existing under the laws of jurisdiction stated against its name in this Agreement and has the power and authority to sign this Agreement and implement the Project agreed to herein.
- (b) That it has the requisite legal power and authority to enter into this Agreement, perform and comply with its duties and obligations under this Agreement and the Project;
- (b) That this Agreement constitutes legal, valid and binding obligations enforceable against it in accordance with the terms hereof;
- (c) That the execution, delivery, and performance of this Agreement have been duly authorized by all requisite actions and will not constitute a violation of (i) any statute, judgment, order, decree or regulation of any court, Governmental Instrumentality or arbitral tribunal applicable or relating to itself, its assets or its functions or (ii) any other documents or to the best of its knowledge any indenture, contract or agreement to which it is a party or by which it may be bound;
- (d) That there are no actions, suits or proceedings pending or, to the best knowledge threatened against it-before any court. Governmental Instrumentality or arbitral tribunal that restrain it from performing its duties and obligations under this Agreement; and
- (f) That no representation or warranty made herein contains any untrue statement.

Section M-Confidentiality:

- (a) Parties undertake to treat this Agreement and each of the terms as confidential. Neither party shall disclose to any third party the existence or the terms of this Agreement without the prior written consent of the other parties.

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- (b) The obligations undertaken hereto shall not apply to any information obtained which is or becomes published or is otherwise generally available to the public other than in consequence of any willful or negligent act or omission of either of the Parties hereto or any of their or its employees and such obligations shall survive the termination of this Agreement.

Section N-Severability

Any law restraining the validity and enforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions hereof and this Agreement shall be deemed as not containing the invalid provisions. The remaining provisions of this Agreement shall remain in full force and effect, unless the invalid or unenforceable provision comprises an integral part of or otherwise is inseparable from the remaining Agreement. In such a case, the parties of this Agreement shall attempt to agree on a provision which is valid and enforceable and similar to the original provision.

Section O-Notices

(a) Any notice, approval, consent and or other notification required or permitted to be given hereunder shall be in writing in English and shall be personally delivered, or transmitted by registered mail with postage fully paid, or transmitted by facsimile (with confirmation) to the address specified below or to such other address as may, from time to time, be given by each party to the other party in writing and in the manner herein before provided:

- (i) The Registrar,
IGNOU : Indira Gandhi National Open University
Main Campus, Maidan Garhi, New Delhi - 110 068
- (ii) The Deputy Secretary General,
CBCI Centre, 1 Ashok Place, Gole Dakkhana,
New Delhi-110 001.

(b) Any notice, approval, consent and other notification required or permitted to be given hereunder shall be deemed to have been given on the date of receipt when personally delivered, or the date seven(7) days after having been posted when transmitted by registered mail or on the date of transmission with confirmed answer back, when transmitted by facsimile.

Section P- Dispute Resolution

If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with or arising out of this Agreement or out of the break, termination or

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invalidity of the Agreement hereof, the Parties shall resolve them by resort to the following in the order so mentioned:

- (i) Parties shall attempt for a period of 30 days after receipt of notice by the other Party of the existence of a Dispute to settle such Dispute in the first instance by mutual discussions between the Parties.
- (ii) If the dispute cannot be settled by mutual discussions within 30 days period provided, only the court of Delhi will have Jurisdiction to adjudicate upon the matter.

Section Q- Applicable Law

The Agreement shall be governed, construed and enforced in accordance with the laws of India.

Section R- Headings

The headings used in this Agreement are inserted for convenience reference only and shall not effect the interpretation of the respective clauses and paragraphs of this Agreement.

Section S- Force Majeure

- (a) The parties to this Agreement shall not be liable to each other for failure or delay in the performance of any of its obligations under this Agreement for the time and to the extent such failure or delay is caused by riots, civil commotion, wars, hostilities between nations, government laws, orders or regulations, embargoes, actions by the government or any agency thereof, act of God, storms, fires, accidents, strikes, sabotages, explosions, or other similar or different contingencies beyond the reasonable control of the respective parties to this Agreement.
- (b) In the event that either party is, wholly or in part, prevented from or hindered in carrying out or observing any of the terms or conditions of this Agreement for any cause set forth in (a) above, such party shall give written notice to the other party by the most expeditious means as soon as possible after the occurrence of the cause relied on, giving full particulars of the reason for such prevention or hindrance, and the parties shall in good faith consult each other and take necessary measures for the resolution of the affairs so prevented or hindered.

Section T-Mattes not provided in the agreement

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If any doubt arises as to the interpretation of the provisions of this Agreement or as to matters not provided therein, the Parties to this Agreement shall consult with each other for each instance and resolve such doubts in good faith.

Section U- Amendment

No amendment or change hereof addition hereto shall be effective or binding on either of the Parties hereto unless set forth in writing and executed by the respective duly authorized representatives of each of the Parties hereto.

Section V- Survival of rights and obligations

Termination of this Agreement for any cause shall not release a Party from any liability which at the time of termination has already accrued to another Party or which thereafter may accrue in respect of any act or omission prior to such termination.

Section W- No Partnership

Nothing in this Agreement shall be deemed to constitute or create an association, trust, partnership or joint venture between the Parties nor constitute any Party the agent of any other Party for any purpose.

Section X-Further Acts and Assurances

Each of the Parties agrees to execute and deliver all such further instruments and to do and perform all such further acts and things, as shall be necessary and required to carry out the provisions of this Agreement and to consummate the transactions contemplated hereby.

Section Y-Interpretation

- (a) This Agreement has been executed in the English language only and only the English language shall be the controlling language for interpretation thereof. No translation, if any, of this Agreement into another language shall be of any force or effect in the interpretation of this Agreement or in determination of the intent of either of the Parties hereto.
- (b) This Agreement has been executed in one part. This is to be treated as original and primary evidence of the understanding arrived at between the Parties.
- (c) This Agreement constitutes the whole and only Agreement as at the date hereof between the Parties with respect to the subject matter described herein.

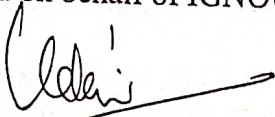
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made in English and executed by their respective duly authorized representatives on the day and the year first above written.

SIGNED

For and on behalf of IGNOU



Registrar, IGNOU

यू. एस. टोलिया/U. S. TOLIA
कुलसचिव (प्रशासन)/Registrar (Admn.)

इन्दिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय
Indira Gandhi National Open University
इंदौर रोड, नई दिल्ली-110068
Maidan Garhi, New Delhi-110068

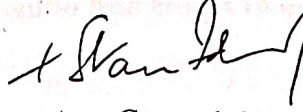
Signature

Gracious Thomas
22.04.09

GRACIOUS THOMAS

SIGNED

For and on behalf of CBCI



Secretary General CBCI



In the presence of :

Thomas d' Aquino Sequeira

Thomas d' Aquino Sequeira

Signature