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PROF JITENDRA KUMAR SRIVASTAVA REG ADMN IGNOU

: Article 5 General Agreement

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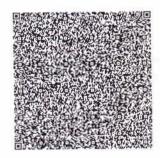
: PROF JITENDRA KUMAR SRIVASTAVA REG ADMN IGNOU

DR ASEEM BHATNAGAR SC G AND ADDL DIR INMAS

PROF JITENDRA KUMAR SRIVASTAVA REG ADMN IGNOU

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MEMORANDUM OF COLLABORATION

This "Memorandum of Collaboration" (Here-in-after referred to as the "MOC") is made and entered into this 22nd day of May, 2018, at New Delhi,

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Between

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- Statutory Alert:
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- The onus of checking the legitimacy is on the users of the certificate
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INDIRA GANDHI NATIONAL OPEN UNIVERSITY (IGNOU), a National University established by an Act of Parliament i. e., Indira Gandhi National Open University Act, 1985 (Act No. 50 of 1985) having its Headquarters at Maidan Garhi (New Delhi — 110068) {Here-in-after for the sake of brevity referred to as "IGNOU", which expression unless excluded by or repugnant to the context or meaning hereof, shall deem to include its Successor (s), Administrator (s) or Permitted Assignee (s)}, and being represented through its Authorized Signatory, PROF. (DR.) JITENDRA KUMAR SRIVASTAVA, Registrar (Administration) (In-charge), IGNOU, of the FIRST PART,

AND

INSTITUTE OF NUCLEAR MEDICINE AND ALLIED SCIENCES (INMAS), a leading Research Laboratory under Defense Research Development Organization (DRDO), Ministry of Defense (MOD) having its Office at Brig S. K. Mazumdar Marg, Lucknow Road, Timarpur (Delhi – 110054) {Here-in-after for the sake of brevity referred to as "INMAS (DRDO)", which expression unless excluded by or repugnant to the context or meaning hereof, shall deem to include its Successor (s), Administrator (s) or Permitted Assignee (s)}, and being represented through its Authorized Signatory, DR. ASEEM BHATNAGAR, SC G and Addl Director, INMAS, of the SECOND PART

HERE-IN-AFTER, individually referred to as the "**Party**" and collectively referred to as the "**Parties**"

WHEREAS, IGNOU, a National University created by an Act of Parliament with objectives to disseminate education to a large section of the society through Open & Distance Learning Mode (ODL Mode). For this purpose, IGNOU has been empowered by IGNOU Act, 1985, to co-operate with other institutions and organizations. IGNOU has the pre-defined Objectives stated in Section 4 of the Indira Gandhi National Open University Act, 1985 (Act No. 50 of 1985) and the First Schedule appended thereto under the head "The Objects of the University". The powers of the University have been outlined in Section (s) 5 (1) (i) to 5 (1) (xxvii) of IGNOU Act, 1985.

AND WHEREAS, INMAS is empowered through Director, INMAS to conduct research and targeted training programmes in the areas of CBRN Disaster Medical Management and Tactical Medicine, particularly for and on behalf of Armed Forces and Paramilitary Forces.

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THAT, having realized the need of Military & Paramilitary Forces to have structured training courses in these niche areas particularly through Distance Education and recognizing the capacity, capability and expertise of IGNOU in designing and developing the programme and disseminating knowledge through novel techniques using modern technology through Open & Distance Learning Mode (ODL Mode), INMAS desires IGNOU to collaborate for developing specialized technical distance learning Programmes for Armed Forces, Paramilitary Forces and civilians and also deliver the same.

NOW THEREFORE, both the parties have deliberated, negotiated and agreed upon the terms and conditions governing their relationship for their co-operation to respond to the need of professional development.

NOW THEREFORE, IN VIEW OF THE FOREGOING PROMISES AND IN FURTHER CONSIDERATION OF MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS GIVEN UNDER:

- 1. OBLIGATION OF THE PARTIES:
- (A). OBLIGATIONS OF IGNOU:
- (a). PROGRAMME DEVELOPMENT:

With a view to achieving the objectives set forth, IGNOU shall carry out the following activities :

- (i). Nominate a Coordinator / (s) for the Programme (Here-in-after referred to as the 'Programme Coordinator / (s)';
- (ii). Design curriculum jointly in association with INMAS;
- (iii). Facilitate INMAS in identifying Course Writers, Editors, Evaluators and Examiners to be approved by the School Board of the School of Health Sciences (SOHS), IGNOU;
- (iv). Assist INMAS to conduct expert meetings for various programme activities, such as Advisory Group Meeting, Expert Committee Meeting, Course Writer (s) and Editor (s) Meeting, Core Group Meeting, Orientation Workshop for Programme-In-Charge (s) (Here-in-after referred to as "PICs") and "Academic Counselors";

- (v). Assist INMAS in developing Self Instructional Material;
- (vi). Composing and Printing of Course Material;
- (vii). Developing of Audio Video Material, in consultation with INMAS;
- (viii). Preparation of Student Handbook and Prospectus and Brochure (If required) Programme Guide and Academic Counselors Manual in consultation with INMAS;

(b). IMPLEMENTATION:

- Identify Programme Study Centers (PSC), Programme-In-Charges and Academic Counselors in consultation with INMAS;
- (ii). Notify PSCs and appoint PICs and Academic Counselors as per IGNOU Guidelines;
- (iii). Utilize its Regional Centres (RCs) for facilitating the implementation of the Programme in association with INMAS as per IGNOU Guidelines;
- (iv). Assist INMAS in orientation of the Programme-in-charges and the Academic Counsellors of the PSCs;
- (v). Carry out Teleconferencing and Radio Counselling with academic inputs from INMAS;
- (vi). Monitor and supervise the implementation and evaluation of the programme in association with INMAS as per mutual convenience;
- (vii). Enroll INMAS / Armed Forces & Paramilitary sponsored and nonsponsored in-service / general stream candidates as per need of the Programme;
- (viii). Issue Enrolment Numbers to the Candidate;
- (iX). Hold Term End Examinations, declare results and issue Certificates as per IGNOU Guidelines and norms;

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(B). OBLIGATIONS of INMAS:

INMAS shall initiate the following activities in consultation with and approval from DRDO HQS, DGAFMS & ADG CAPF:

- (i). Nominate a Nodal officer for coordination and smooth implementation of this MOC;
- (ii). Design curriculum jointly in association with IGNOU;
- (iii). Identification of Experts / Course Writers / Editors, Evaluators and Examiners for various activities related to Programme Design and Development of Self-instructional Material (SIM) in consultation with IGNOU as per IGNOU Guidelines;
- (iv). Conduct Expert Meetings for various programme activities, such as Advisory Group Meeting, Expert Committee Meeting, Course Writer (s) and Editor (s) Meeting, Core Group Meeting, Orientation Workshop for Programme-In-Charge (s) with the assistance and guidance of IGNOU as per IGNOU Guidelines;
- (v). Developing Self Instructional Material with the guidance of IGNOU and as per IGNOU Guidelines;
- (vi). Giving academic inputs for development of Audio-Video Material by IGNOU;
- (vii). Provide a Consultant (Academic) and a Project Associate (Technical) for assisting IGNOU in developing the programme;
- (viii). Contribute in the development of Audio-Video Material by providing academic expertise and sites for shooting;
- (ix). Assist IGNOU in the preparation of Student Handbook and Prospectus and Brochure (If required), Programme Guide and Academic Counselor's Manual;
- Assist IGNOU in the identification of Institutions well equipped with required infrastructure for the Programme under this MOC to function as PSCs;

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- (xi). Assist IGNOU in identification of Programme-In-Charges (PICs) and Academic Counselors;
- (xii). Orient PICs and Academic Counselors with the assistance and guidance of IGNOU as per IGNOU Guidelines;
- (xiii). Provide academic inputs for Teleconferencing and Radio Counselling conducted by IGNOU;
- (xiv). Monitor and supervise the implementation and evaluation of the programme in association with IGNOU as per mutual convenience;
- (xv). Provide sponsored in-service / general stream candidates as per need of the Programme;
- (xvi). Facilitate in obtaining the regulatory requirements for the Programme from the relevant Statutory Bodies as and when required;

(C). JOINT OBLIGATIONS OF IGNOU AND INMAS:

- (i). Any programme developed and launched under this MOC shall be launched only with the prior approval of the concerned Regulatory & Defence Authorities;
- (ii). Every party to this MOC shall be responsible for taking the prior approval of the concerned Regulatory Bodies for launching the programmes under this MOC;

(D). MISCELLANEOUS:

Notwithstanding anything contained here-in-above, the parties agree that the decisions of Board of Management or Academic Council or any other Statutory Body of IGNOU and Chairman, DRDO, Ministry of Defense, Government of India, New Delhi shall prevail over and above the clauses mentioned in this MOC.

(2). JOINT MONITORING & COORDINATION COMMITTEE (JMCC):

The parties shall jointly set up a "Joint Monitoring & Co-ordination Committee", which would be responsible for the overall administration

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and implementation of this MOC and shall have the power to take any decisions related to the Programme (s) and administration. However, the Committee shall function in consonance with the laid down provisions of the IGNOU Act, 1985, its Statutes and Ordinances and laid down procedure of INMAS jointly. The constitution of the Committee has also been outlined in this clause as under:

- (i). Will have the Vice Chancellor of IGNOU or his nominee as Chairman / Chairperson and Director, INMAS or his nominee as Co – Chairman / Co – Chairperson;
- (ii). Will include two members each from IGNOU and INMAS;
- (iii). Will include Finance Member and Legal Member from both IGNOU and INMAS (During the freezing of Administrative and Financial Decisions);
- (iv). Will setup a core group which may meet from time to time for smooth functioning of various activities of this MOC;
- (v). Will review periodically the activities undertaken under this MOC;
- (vi). Will have the Programme Coordinator (s) from each side as the Convener (s) of the Meeting ;

(3). COPYRIGHT AND INTELLECTUAL PROPERTY:

- (i). Copyright in the Course Material (Print Audio / Video) developed under this MOC shall be exclusively with IGNOU. However, on recommendation of the INMAS, IGNOU shall grant permission to any other public University for adoption / adaptation of study material (Print, Audio and Video) developed under this MOC for use of their students, on mutually agreeable terms and conditions and subject to the policies of IGNOU;
- (ii). None of the parties shall use, register or attempt to register any of the intellectual property rights which vests in the other Party, without the prior written permission of such Party;

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and implementation of this MOC and shall have the power to take any decisions related to the Programme (s) and administration. However, the Committee shall function in consonance with the laid down provisions of the IGNOU Act, 1985, its Statutes and Ordinances and laid down procedure of INMAS jointly. The constitution of the Committee has also been outlined in this clause as under:

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- (v). Will review periodically the activities undertaken under this MOC;
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- (ii). None of the parties shall use, register or attempt to register any of the intellectual property rights which vests in the other Party, without the prior written permission of such Party;

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(iii). Any use of the intellectual property right of one Party in course of achieving the objectives shall not be deemed to vest the ownership of intellectual property rights in the other Party. Any unauthorized attempt to use, register or attempt to register any of the intellectual property rights of a Party without express permission of the other Party shall constitute an act of infringement of the intellectual property rights of the said Party;

(4). FINANCE:

IGNOU and INMAS, shall bear the expenditure for development and execution of their respective actions pertaining to programme as outlined in obligation of parties. The fees for the programme/s will be paid by the students or their respective organizations. Time to time revisions and decisions will be taken in the JMCC in this regard. The expenditure for the revision will be done as per the administrative and financial responsibilities of the parties as outlined in 4 (a) and 4 (b) as here under:

(a). FINANCIAL AND ADMINISTRATIVE RESPONSIBILTY OF IGNOU:

- (i). Payment to Course Writers, Editors, Composers and other associated persons;
- (ii). Composing of Course Material including the Brochure, Prospectus, Programme Guide and the Academic Counsellor's Manual;
- (iii). Printing course material including the Brochure, Prospectus, Programme Guide and the Academic Counsellor's Manual;
- (iv). Production of Audio and Video Educational Material for the programme;
- (v). Delivery of Course Material to the students;
- (vi). Fixed Payment to Programme Study Centre for implementing the programme ;
- (vii). Payment to Academic Counsellors for Counseling;

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- (viii). Conduct of Theory Term End Examinations ; [[
- (ix). Evaluation of Theory Term End Examination Papers ;
- (x). Conduct of Term End Practical Examination;
- (xi). Conduct of Tele-Conferencing and Radio-counseling Sessions;
- (xii). Advertisement for admission.

(b). FINANCIAL AND ADMINISTRATIVE RESPONSIBILTY OF INMAS:

- (i). Conducting Advisory Committee, Expert Committee, Course Writers and Editors Meetings;
- (ii). Evaluation of Assignments and Project (If any);
- (iii). Orientation Training of Counselors;
- (iv). National and International Workshops will be organized for skill updation;
- (v). Supervision and Monitoring of the programme ;

(5). FEE STRUCTURE:

IGNOU shall design and decide the Fee Structure, including Admission Fee, Examination Fee, etc., as per IGNOU Norms in consultation with INMAS.

(6). ELIGIBILITY:

IGNOU in consultation with INMAS shall decide the Eligibility Criteria, Admission Modalities like Entrance Exam and / or Interview or Selection Criteria, etc. for the programme as per IGNOU Norms.

(7). VALIDITY & RENEWAL:

The MOC shall come into force with effect from 22nd May, 2018 (Here-in-after referred to as the "EFFECTIVE DATE") and shall be

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valid for a period of 05 years thus expiring on 21st May, 2023. The term of this MOC may be renewed on terms and conditions mutually agreed and recorded in writing between the Parties. The processes of renewal of MOC must be started six months before the termination date.

(8). TERMINATION:

- (i). In the event of violation of any of the provisions specified in various Clauses of this MOC that leads to a conflict and which may affect the objectives of this MOC at any time during the MOC period, either party may terminate this MOC by giving an advance notice in writing of Six Months, delivered by Registered Post to the Registered Office of the party. In any case, the students already admitted to the programmes shall be given the opportunity to avail the maximum prescribed duration for completion of the programmes. Neither party shall be liable for performance delays or for non-performance due to force majeure or causes beyond its reasonable control, except for payment obligations;
- (ii). Not with standing anything contained here-in-above, IGNOU shall have an absolute right to forthwith terminate this MOC, if INMAS commits a breach of the terms of this MOC. In such an event, the obligation of Six Months advance notice on the part of IGNOU shall stand dispensed with and IGNOU shall be competent to terminate this MOC with immediate effect by communicating such breach in writing to INMAS ;the same applies to INMAS
- (iii). The termination of this MOC, for whatever reason, will not affect the rights of a party, which might have accrued at the date of termination and will further not affect any rights, which specifically or by their nature survive the termination of this MOC;

(9). NOTICES:

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

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full paid, or transmitted by facsimile (With postage prepaid), fax, electronic mail to the address specified below or to such 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). For IGNOU:

The Registrar (Administration), Indira Gandhi National Open University (IGNOU), Main Campus, Maidan Garhi, (New Delhi - 110068).

(ii). For INMAS:

The Director, Institute of Nuclear Medicine & Allied Sciences (INMAS), Brig. S. K. Mazumdar Marg, Lucknow Road, Timarpur, (Delhi - 110054).

(10). CONFIDENTIALITY:

- The parties agree not to reveal to any third party confidential (i). information obtained from the other party which arises during the collaboration. For the purpose of this MOC, Confidential Information refers to any items of information, technical, commercial or of any other nature regardless of whether or not such information has been documented, with the exception of :
 - Information, which is generally known or is available in (a). public domain in a manner other than through a party's breach of provisions in this MOC:
 - Information, which a party can prove that it possessed (b). prior to receiving it from the other party;
 - Information, which a party has received or will receive (c). from a third party when the party does not have a duty of secrecy of such party;
- The Parties shall keep confidential and shall not use for any (ii). other purpose, each other's information save and except such as

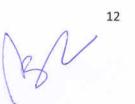




is required by the law to be disclosed / divulged. The Parties shall take all reasonable steps to minimize the risk of disclosure of confidential information, by ensuring that only their employees and agents and those whose duties will require them to possess any off such information shall have access thereto, and that Parties shall ensure that such employees and agents and other personnel shall treat the same as confidential. The parties are thus under a duty to ensure that employees who can be expected to come into contact with information of a confidential nature are required to keep such information secret to the same extent that this MOC requires a party to do;

(11). FORCE MAJEURE:

- Neither of the parties shall be liable to each other or to their (i). students for failing or delay in the performance of any of its obligations under this MOC or the time over to the extent such failure or delay is caused by Riots, Civil Commotion, War, Hostilities between Nations, Government Laws, Orders or Regulations, Embargoes, Actions by the Government or any Agency thereof, Acts of God, Storms, Fires Accidents, Strikes, Sabotages, Explosions, or other similar or different contingencies beyond the reasonable control of the respective Parties;
- (ii). 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 MOC for any cause set forth, such party shall give written notice to the other party by the most expeditious means as soon as possible after and 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;
- (iii). On resumption of good relations / normal conditions (If any), the Parties to this MOC shall consult each other and evolve a new MOC for future relations between them if further mutually agreed upon;



(12). INDEMNITY CLAUSE:

The parties to this Collaboration shall indemnify and keep the other party indemnified and harmless against any and all Claims, Actions, Proceedings by Third Party (Including all Costs, Expenses, Damages / Losses) arising out of or in connection with this Collaboration due to breach of any provision of this Collaboration by such party or as a result of any act of negligence / omission or commission on the part of such party and / or its employees, agents, etc.

(13). DISPUTE RESOLUTION:

- (i). In the event of any dispute, difference, question on this MOC arises between the parties hereto or their respective representative or assignees at any time, in connection with construction, meaning, operation, effect, interpretation or arising out of the MOC or breach thereof, effort (s) shall be made initially to settle the dispute amicably through mutual discussion within a period of three months in a meeting of the Heads of the two organizations i. e., the Vice Chancellor, IGNOU & Chairman DRDO, who shall meet & mutually decide on the issues involved.
- (ii). It is hereby agreed between the parties that in the event the efforts to resolve the dispute as per Sub-Clause (i) above fail then recourse to mechanism / instructions as suggested by the Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India, vide D. O. No. 29 (9)/2014-Judl. Dated 07.08.2014 to desist from initiating Inter-ministerial / Departmental Litigation in the Court of Law and to reduce the litigations between various Ministries / Departments / PSUs / Boards / Authorities, etc. would be adhered to by both the parties;
- (iii). However, even if the above mechanism fail to resolve the dispute, then in such an eventuality only the Court (s) at Delhi / New Delhi will have jurisdiction to adjudicate upon the matter / dispute.



(14). AMENDMENT:

The obligations of the parties have been outlined in this MOC. However, during the operation of this MOC, circumstances may arise which may call for alterations or modifications of this MOC. These modifications / alterations will be mutually discussed and agreed upon in writing and shall be effective only if executed by the respective authorized representatives of each of the parties hereto.

(15). SEVERABILITY:

Any law restraining the validity and enforceability of any provision of this Collaboration shall not affect the validity or enforceability of the remaining provisions hereof and this Collaboration shall be deemed as not containing the invalid provisions. The remaining provisions of this Collaboration 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 Collaboration. In such a case, the parties to this Collaboration shall attempt to agree on a provision, which is valid and enforceable and similar to the original provision.

(16). MATTERS NOT PROVIDED IN:

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

(17). REPRESENTATION AND WARRENTIES:

IGNOU and INMAS hereby represent and warrant to each other:

- (i). It has the power and authority to sign this MOC, perform and comply with its duties and obligations under this MOC;
- (ii). This MOC constitutes legal, valid and binding obligation enforceable against it in accordance with the terms hereof;

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- (iii). The execution, delivery and performance of this MOC have been duly authorized by all requisite actions and will not constitute a violation of;
 - (a). 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
 - (b). Any other documents or to the best of its knowledge any indenture, contract or MOC to which it is a Party or by which it may be bound;
- (iv). There are no suits or proceedings pending to the best of knowledge threatened against it before any court, government instrumentality or arbitration tribunal that restrain it from performing its duties and obligations under this MOC; and
- (v). That no representation or warranty made herein contains any untrue statement;

(18). GOVERNING LAW (S) & JURISDICTION:

This MOC shall be governed and interpreted by, and construed in accordance with the substantive laws of India. All disputes, differences, claims and demands arising under or pursuant to or touching upon this MOC shall be subject to the jurisdiction of Courts of Delhi / New Delhi.

(19). INTERPRETATION:

This Collaboration has been executed in the English Language and that will be the controlling language for interpretation thereof. No other translation, if any, of this Collaboration into other languages shall be of any force or effect in the interpretation of this Collaboration or in determination of the intent of either of the parties hereto.

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(20). NO PARTNERSHIP:

Nothing in this MOC shall be deemed to neither constitute or create an Association, Trust, Partnership or a Joint Venture between the parties nor constitute any Party the agent of any other Party for any purpose.

(21). IGNOU ACTS, STATUTUES, & ORDINANCES:

If any of the provisions of this MOC are found to be violative of the mandate of IGNOU as enshrined in its Act i. e. the Indira Gandhi National Open University Act, 1985, its Statutes & Ordinances made there under or if in due course of time subsequent to the implementation of the provisions of this MOC it is found out that such implementation / conduct is violative of IGNOU Acts, Statutes and Ordinances, then in such an eventuality IGNOU shall be competent to strike off such provision without seeking the consent of INMAS and INMAS shall be bound to accept such changes / amendment. Similarly, INMAS can also take likewise recourse under this provision in the event if any of the provisions of this MOC are found to be violative of the extant Ministry of Defense (MOD) Rules or if in due course of time subsequent to the implementation of the provisions of this MOC it is found out that such implementation / conduct is violative of the extant Ministry of Defense (MOD) Rules.

(22). PUBLICITY:

Any publicity by IGNOU/INMAS, in which the name of INMAS/IGNOU is to be used shall be done only with the explicit written permission of IGNOU/INMAS (As the case may be) and after the contents of the same are vetted / approved by IGNOU/INMAS (As the case may be), on mutual concurrence of either side.

(23). PROFESSIONAL PRACTICE:

INMAS shall adhere to professional academic and consulting standards recognized by international professional bodies and shall observe sound academic, management and technical practices. INMAS, shall always act in respect of any matter relating to this MOC, as faithful advisors to IGNOU and shall, at all times, support and safeguard the legitimate interests of IGNOU in any dealings with the third party.

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

		LIATAV Concenter
	For and on behalf of IGNOU :	For and on behalf of INMAS :
	PROF. (DR.) JITENDRA KUMAR SRIVASTAVA Registrar (Administration)	A STATE OF THE STA
	PROF. (DR.) JITENDRA KUMAR	DR. ASEEM BHATNAGAR, SC G and
	SRIVASTAVA, Registrar (Administration) (I/C), IGNOU, New Delhi.	Addl Director, INMAS, New Delhi.
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	Dated: 22.05.2018	Dated:
	Place: 1900, New Delhi प्रो. जितेन्द्र कुमार श्रीवास्तव — 68	Place: It Nov, N-Reh
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