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 Unique Doc. Reference : SUBIN-DL DL-SELF58410007013396U
 Purchased by : VIBHASH TRIPATHI
 Description of Document : Article 5 General Agreement
 Property Description : MEMORANDUM OF UNDERSTANDING BETWEEN THE INSTITUTE OF COST ACCOUNTANTS OF INDIA NEW DELHI AND INDIRA GANDHI NATIONAL OPEN UNIVERSITY NEW DELHI
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : THE INSTITUTE OF COST ACCOUNTANTS OF INDIA
 Second Party : INDIRA GANDHI NATIONAL OPEN UNIVERSITY
 Stamp Duty Paid By : INDIRA GANDHI NATIONAL OPEN UNIVERSITY
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)

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Please write or type below this line

MEMORANDUM OF UNDERSTANDING

This “Memorandum of Understanding” (hereinafter referred to as the “MOU”) is made and entered into this the 27TH day of May, 2022 (hereinafter, referred to as the “EFFECTIVE DATE”), at Lucknow, Uttar Pradesh.

For and on behalf of ICAI:

CMA Kaushik Banerjee,
Secretary, ICAI

Kaushik Banerjee
Secretary

THE INSTITUTE OF COST ACCOUNTANTS OF INDIA

Statutory Body
CMA Bhawan

12, Sudder Street, Kolkata-700 018

For and on behalf of IGNOU :

Dr. Alok Chaube
Registrar (Administration)
IGNOU, New Delhi.

डॉ. आलोक चौबे / Dr. Alok Chaube
कुलसचिव (प्रशासन) / Registrar (Admn.)

इंदिरा गाँधी मुक्त विश्वविद्यालय
Indira Gandhi Open University
नए दिल्ली, नई दिल्ली
New Delhi-68

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By & Between

THE INSTITUTE OF COST ACCOUNTANTS OF INDIA, a Statutory Body constituted under an Act of Parliament i.e. the Cost and Works Accountants Act, 1959 (No. 23 of 1959), having its Headquarters at 'CMA Bhawan' 12, Sudder Street, Kolkata - 700016 and Delhi Office at 'CMA Bhawan' 3 Institutional Area, Lodhi Road, New Delhi 110003 (hereinafter referred to as "ICAI") represented through CMA Kaushik Banerjee, Secretary, ICAI which term or expression unless repugnant to the context or meaning thereof shall be deemed to include its successors and permitted assignees, of the **FIRST PART**.

And


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 include its Successor (s), Administrator (s) or Permitted Assignee (s)}, being represented through its Authorized Signatory, **Dr. Alok Chaube, Registrar (Administration)** of the **SECOND PART**.

The "ICAI" and the "IGNOU" are hereinafter, collectively referred to as the "PARTIES" and individually as a "PARTY".

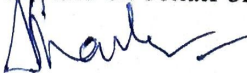
WHEREAS:

1. The Institute of Cost Accountants of India (ICAI) is the only recognized professional body in India to develop and regulate the profession of Cost and Management Accountancy in India. The ICAI has student support service, network for delivery of course programmes throughout India and abroad. It imparts education to students aspiring to become Cost and management Accountants and organize seminars, workshops, executive development programme throughout the country.
2. WHEREAS, IGNOU is a National 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 within the country, especially the weaker and disadvantaged groups through Open and Distance Learning (ODL). IGNOU serves the educational aspirations of millions of students through a vast network of Regional Centres, Learner Support Centres. Apart from teaching and research, the University also runs extension programmes of capacity building. In order to fulfil the vision of democratizing higher education and providing access to all segments, IGNOU has the mandate to impart education and knowledge through various flexible means suited to the open and distance education mode.

For and on behalf of ICAI:


Kaushik Banerjee
Secretary
THE INSTITUTE OF COST ACCOUNTANTS OF INDIA
CMA Bhawan
12, Sudder Street, Kolkata-700 016

For and on behalf of IGNOU :


Dr. Alok Chaube
Registrar (Administration)
IGNOU, New Delhi.

डॉ. आलोक चौबे / Dr. Alok Chaube
नियंत्रक (प्रशासन) / Registrar (Admn.)
इंदिरा गाँधी राष्ट्रीय मुक्त विश्वविद्यालय
Indira Gandhi National Open University
भवन गढ़ी, नई दिल्ली-68 / Maidan Garhi, New Delhi

3. The Parties have appreciated each other's objectives in promoting Excellence inter-alia in common area of interest, imparting knowledge and skills required to operate in the area of Academic, Research and Training and are desirous of putting the broad terms of the intentions into a Memorandum of Understanding (MOU) for the areas identified for co-operation and commit to co-operate to the fullest extent by mutual understanding.
4. Each clause of this MOU is subject to the approval of the respective Statutory Authorities of the parties hereto and subject to changes as may be desired.
5. The implementation and / or conduct of programmes, courses or activities as specified in this MOU shall be negotiated and determined mutually by the parties vide separate additional agreement or document to be signed by both the parties.
6. The autonomy of each party shall not be diminished, nor constraints be imposed on to carry out the MOU.
7. The development and implementation of specific forms of cooperation based on this MOU will be separately established / decided between parties and outlined in executive protocols, specifying the nature of joint activities, financial and other arrangements.

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

8. Both the Parties have hereto agreed mutually to the following:
 - (i) ICAI on its part would facilitate the conduct of Specialised Training Programmes in IGNOU for the Faculty Members, Research Scholars and Students of IGNOU on areas of mutual interest.
 - (ii) IGNOU on its part would share the expertise of its Faculty Members as mutually desirable by way of acting as resource persons for Training Programs or workshops organised by ICAI.
 - (iii) IGNOU on its part may consider nominating ICAI Members for bodies of Schools of Studies / University as it may deem appropriate.
 - (iv) Parties shall jointly organise Workshops, Seminars, Continuing Education and Training Programmes and similar Academic Programmes for Practicing Professionals, Corporate Executives & Faculty Members, Research Scholars and students of IGNOU on themes of topical and professional interest as may be agreed mutually, in writing.
 - (v) Regular exchange of journals published by the parties hereto on a complimentary basis with a provision to reproduce in each other's publications, such portion or portions, which may be of interest, subject to duly acknowledging the source.

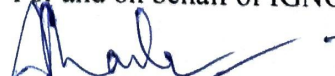
For and on behalf of ICAI:



Kaushik Banerjee
Secretary

THE INSTITUTE OF COST ACCOUNTANTS OF INDIA
CMA Bhawan
12, Sudder Street, Kolkata-700 016

For and on behalf of IGNOU :



Dr. Alok Chaube
Registrar (Administration)
IGNOU, New Delhi.

डॉ. आलोक चौबे / Dr. Alok Chauhan
कुलसचिव (प्रशासन) / Registrar (Administration)
इंदिरा गाँधी राष्ट्रीय मुक्त विश्वविद्यालय
Indira Gandhi National Open University
मैदान गढ़ी, नई दिल्ली-68 / Maidan Garhi, New Delhi

- (vi) Exchange the Faculty Members as may be mutually agreed subject to convenience of the parties hereto, agreed upon in writing by the respective authorities of the parties.
- (vii) May undertake joint research projects which are mutually beneficial.
- (viii) Reciprocate participation in National / International conferences organised by the parties hereto.
- (ix) Extend help and co-operation in developing Curriculum of Academic and Continuing Education Programmes, on such terms as may be mutually agreed to in writing, including Joint Meeting of Curriculum Development Committees/ bodies, details of which will be decided and agreed upon vide future agreements pertaining to the same.
- (x) Organise programmes jointly for Training of Trainers (ToT) for mutual benefit and advantage.
- (xi) Students of ICAI will be given Credit Transfer for the Courses they have completed from ICAI to the extent of 50% of the total Credits of IGNOU programme, which shall be covered under this MOU. The Credit Transfer so permitted will spread over a period of minimum duration specified by the IGNOU for those programmes. The credit transfer shall be considered for only those courses which have been completed from ICAI. Credit transfer will not be considered for any of the courses / programme exempted by the ICAI.
- (xii) Credit transfer shall be considered for any of the existing programmes of IGNOU as may be decided by the Joint Coordination Committee (JCC) constituted as per Clause 9 of this MoU.
- (xiii) Any other matter of mutual interest including sharing of facilities like infrastructure, library, reading room, etc., as may be mutually agreed, in writing.
- (xiv) The ICAI may utilise the premises of IGNOU as the study centre for its students in the vicinity depending upon the availability of physical space on terms as mutually agreed between the parties, in writing.
- (xv) Once this MOU comes into effect the earlier MOU signed between the ICAI and IGNOU on 11th July 2008 shall cease to exist. However, both IGNOU and ICAI shall continue to honour the roles and the responsibilities arising out of the MoU signed on 11th July 2008 upto the students enrolled under the previous MoU complete their Maximum duration of the programme.

For and on behalf of ICAI:



CMA Kaushik Banerjee,
Secretary, ICAI

Kaushik Banerjee
Secretary
THE INSTITUTE OF COST ACCOUNTANTS OF INDIA
CMA Bhawan

12, Sudder Street, Kolkata-700 016

For and on behalf of IGNOU :



Dr. Alok Chaube
Registrar (Administration)
IGNOU, New Delhi.

डॉ. आलोक चौबे / Dr. Alok Chaube
कुलसचिव (प्रशासन) / Registrar (Admn.)
इंदिरा गाँधी राष्ट्रीय मुक्त विश्वविद्यालय
Indira Gandhi National Open University
मैदान गढ़ी, नई दिल्ली-110 068
88 A, Indira Gandhi, New Delhi-6

- (xvi) The admission criterion, credit transfer scheme, mapping of courses and other operational matters will be decided by the Joint Coordination Committee (JCC) formed for the purpose of implementing this MOU. The JCC shall address all the operational issues arising out of this MOU and the issues, if any, arising out of the MoU signed on 11th July 2008, subject to the Statutes and Ordinances of the University and the Institute.
- (xvii) The Joint Coordination Committee shall also consider the specific programmes which can be covered under this MoU.

9. Joint Coordination Committee (JCC)

- | | |
|--|------------------------|
| (i) Vice-Chancellor | - Member |
| (ii) President | - Member |
| (iii) Secretary | - Member |
| (iv) Director Studies | - Member |
| (v) Programme Coordinator of the concerned programme | - Member |
| (vi) Senior most Faculty of the Discipline concerned | - Member |
| (vii) Director | - Member &
Convenor |

The JCC shall meet at least once in a year and as and when the need arises.

10. ICAI Library Scheme for Universities and Institutions:

The ICAI is the premier body in Cost and Management Accountancy. It has got more than 100 own publications in Management Accounting, Costing, Internal Audit Taxation and other professional areas. The ICAI shall provide its own publications and also selected books of other publishing house free of cost to the IGNOU for use of the students and members and agrees for the same, to be kept in the library of IGNOU as a knowledge sharing platform.

11. Non – Binding Nature of the MOU :

- (a) Nothing in this MOU shall with construed as creating any contract, partnership, agency or other legal relationship between the parties. The acts / performance and actions taken by either party in furtherance of their respective activities of operation shall not bind the other except to the extent provided under this MOU. The acts performed and action taken by either party that do not fall under the MOU shall have binding effect on the other to the extent they are reduced in writing and the prior consent of the other party is obtained. Also, the MOU does not restrain or preclude parties from entering into similar MOUs with any other organization during currency or the extended currency of this MOU.

For and on behalf of ICAI:



Kaushik Banerjee
 Secretary
 THE INSTITUTE OF COST ACCOUNTANTS OF INDIA
 CMA Bhawan
 12, Sudder Street, Kolkata-700 016

For and on behalf of IGNOU :



Dr. Alok Chaube
 Registrar (Administration)
 IGNOU, New Delhi.

डॉ. आलोक चौबे / Dr. Alok Chaube
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 इंदिरा गाँधी राष्ट्रीय मुक्त विश्वविद्यालय
 Indira Gandhi National Open University
 मैदान गढ़ी, नई दिल्ली 110 061
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- (b) That it is expressly understood & agreed between the parties to this MOU that the personnel(s) employed or hired or engaged (permanent/ regular/ casual/ contractual/ temporarily/ daily wagger or whatever be the status/ name) by the ICAI directly or indirectly for the performance of the obligations under this MOU, shall not be employee of the IGNOU for any purpose and none of such person of ICAI shall have any right to claim anything against the IGNOU and same shall be applicable vice versa to IGNOU.

12. Validity:

The validity of this MoU shall be 5 years from the date of signing, which can be extended for a further period with mutual consent, and on mutually agreed terms in writing.

13. Termination of the MOU:

- (a) The MOU shall come into force immediately upon its signing by the parties.
- (b) This MOU may be terminated by written mutual consent of the parties.
- (c) This MOU can also be terminated by either of the parties by giving an advance notice of three (3) months period without jeopardizing the ongoing collaborative undertakings.
- (d) The implementation and / or continuance of programmers or project established pursuant to this MOU prior to the effective date of termination shall not be affected by the termination of this MOU.

14. Indemnification:

- (a) Each Party shall, at its own expense, defend, indemnify, and hold the other Party harmless for damages, liabilities, claims, losses, costs, demands, suits, actions, and reasonable expenses (Including but not limited to reasonable attorneys' fees and settlement costs) (collectively, "Damages") arising out of or related to any third party suits or claims brought against the indemnified Party.
- (i) arising out of or related to the indemnifying Party's violation of any applicable laws, gross negligence, or willful misconduct, or
- (ii) arising out of or related to any physical damage to property, or personal injury or death, caused by the indemnifying Party or any of its Affiliates, participants, officers, directors, and employees.
- (b) The indemnifying party shall be granted immediate and complete control of any claim of indemnity and the indemnified party shall not prejudice the indemnifying party's defense of the claim.

For and on behalf of ICAI:



CMA Kaushik Banerjee,

Secretary, ICAI

Kaushik Banerjee
Secretary

THE INSTITUTE OF COST ACCOUNTANTS OF INDIA

CMA Bhawan

12, Sudder Street, Kolkata-700 016

For and on behalf of IGNOU :



Dr. Alok Chaube

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IGNOU, New Delhi.

डॉ. आलोक चौबे / Dr. Alok Chaube
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इंदिरा गाँधी राष्ट्रीय मुक्त विश्वविद्यालय
Indira Gandhi National Open University
मैदान गढ़ी, नई दिल्ली-110 068 / Maidan Garhi, New Delhi

- (c) The indemnified party shall give the indemnifying party all reasonable assistance at the expense of the indemnifying party on such claim of indemnity.

15. Force Majeure :

- (a) The Party shall not be liable for any failure to perform, any of its obligations under this MOU if the performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues. Each party shall promptly inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution.
- (b) "Force Majeure Event" means an event which is beyond the reasonable control of the Parties concerned, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government.

16. Complete/ Entire Agreement:

This MOU constitutes the complete Agreement between the Parties and replace any written or oral Agreement or understanding with respect to the subject matter. Changes, amendments or interpretations of this MOU shall be valid only if they are in writing and signed by the Authorized Signatories of both the parties, except that each Party may make a change of domicile or change of the name of the person to whom notice shall be sent with prior intimation to other party.

17. Amendments:

No change, alteration or modification of this MOU shall be valid, unless in writing and signed by both the Parties hereto.

18. Representations and Warranties:

The Parties represent and warrant that they have relevant authority and permission under the applicable laws/ rules/ notifications or by virtue of the order/ instruction/ directive from the relevant authority to enter into this MOU.

19. Non Waiver:

Failure to exercise by either party of any right under this MOU in one or more instances shall not constitute a waiver of those rights in another instance. Such waiver by one Party of any of the rights established herein shall not be considered as a waiver of another right established herein. A provision or right under this MOU shall not be waived except in writing signed by the party granting the waiver, or varied except in writing signed by both the parties.

For and on behalf of ICAI:



Kaushik Banerjee
Secretary ICAI
THE INSTITUTE OF COST ACCOUNTANTS OF INDIA
CMA Bhawan
12, Sudder Street, Kolkata-700 016

For and on behalf of IGNOU :



Dr. Alok Chaube
Registrar (Administration)
IGNOU, New Delhi.

डॉ. आलोक चौबे / Dr. Alok Chaube
कुलसचिव (प्रशासन) / Registrar (Admn.)
इंदिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय
Indira Gandhi National Open University
मैदान गढ़ी, नई दिल्ली-68 / Maidan Garhi, New Delhi-68

20. Severability:

If any provision of this MOU is held invalid, unenforceable or illegal for any reason, this MOU will remain otherwise in full force apart from that provision(s) which shall be deemed deleted.

21. Assignment & Sub-Letting:

Neither party shall assign or sub-let any of its rights and obligations hereunder whether in whole or in part without the prior written consent of the other.

22. Notice:

All notices notifications, request, consents and other communications required or permitted to be given to either party pursuant to this MOU shall be in writing and in English language. Notices shall be given by registered post / email (return receipt requested), facsimile against confirmed answerback or by personal delivery addressed as follows:

1. The Secretary,
The Institute of Cost Accountants of India,
CMA Bhawan,
12 Sudder Street,
Kolkata -700016
2. The Registrar (Administration),
Indira Gandhi National Open University,
Block – 4, Old Administrative Block,
Main Campus, Maidan Garhi,
(New Delhi –110068).

23. Headings :

The headings used in this MOU are for purposes of convenience only and shall not control the language or meaning of the provision following.

24. Confidentiality :

- (a) Both Parties agree to treat any valuable information provided, developed, found or acquired in the process or performance of this MOU, as confidential and agree and undertake that the Parties shall not disclose the contents of the same to any third party without the prior consent of the other Party unless such information is required to be disclosed under the applicable law, or in pursuance of the order of a competent court, tribunal or other regulatory authority exercising valid jurisdiction. In such case of disclosure of confidential information, the disclosing party shall promptly notify the other party in writing of such disclosure.

For and on behalf of ICAI:



Kaushik Banerjee
Secretary, ICAI
THE INSTITUTE OF COST ACCOUNTANTS OF INDIA
CMA Bhawan
12, Sudder Street, Kolkata-700 016

For and on behalf of IGNOU :



Dr. Alok Chaube
Registrar (Administration)
IGNOU, New Delhi.

डॉ. आलोक चौबे / Dr. Alok Chaube
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इंदिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय
Indira Gandhi National Open University
मैदान गढ़ी, नई दिल्ली 110068 / Main Campus, Maidan Garhi, New Delhi

- (b) For purposes of this MOU, "Confidential Information" includes information that:
- (i) is sufficiently secret to derive economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use; and / or
 - (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality.
- (c) Provided that upon the expiration, cancellation, or termination of this MOU, each party shall, upon the written request of the other party, return or destroy, to the satisfaction of the other Party, all Confidential Information, documents, manuals and other materials specified by the other Party.

25. Governing Law :

The MOU shall be interpreted in accordance with and governed by the applicable laws in India.

26. Dispute Resolution :

- (a) It is hereby agreed by and between the parties that if any controversy, dispute or difference shall arise concerning construction, meaning, violation, termination, validity or nullity including without limitation the scope of any Clause or effect of this MOU or any part thereof, or of the respective rights or liabilities herein contained, the Parties shall make an attempt first to resolve the same by discussion or mediation.
- (b) However, if the Parties hereto fail to resolve the controversy, dispute or difference amicably within 15 (Fifteen) days of commencement of discussions, conciliation or mediation, then any Party shall upon expiry of such period of 15 (fifteen) days be entitled to refer such controversy, dispute or difference to be resolved by taking recourse to the 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.

For and on behalf of ICAI:



Kaushik Banerjee
Secretary ICAI
THE INSTITUTE OF COST ACCOUNTANTS OF INDIA
CMA Bhawan
12, Sudder Street, Kolkata-700 016

For and on behalf of IGNOU :



Dr. Alok Chaube
Registrar (Administration)
IGNOU, New Delhi.

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Indira Gandhi National Open University,
मैदान गढ़ी, नई दिल्ली-68 / Maidan Garhi, New Delhi-68

27. Jurisdiction :

All disputes arising out of or relating to the MOU shall be deemed to have arisen in New Delhi, India and only courts having jurisdiction over New Delhi, India shall determine the same.

Signed for and on behalf of:

For and on behalf of ICAI:



CMA Kaushik Banerjee,
Secretary, ICAI

Kaushik Banerjee

Secretary

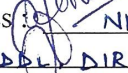
Dated: 27th May 2022

THE INSTITUTE OF COST ACCOUNTANTS OF INDIA

CMA Bhawan

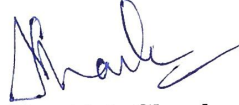
12, Sudder Street, Kolkata-700 016

In the presence of :
(Representatives from ICAI)

(1). Name of Witness :  NISHA DEWAN
Designation : ADDL DIRECTOR
Address : THE INSTITUTE OF COST ACCOUNTANTS OF INDIA
CMA BHAWAN, 3 Institutional Area,
Lodhi Road, New Delhi- 110003
Name & Nos. of Identity Proof : Aadhar
Aadhar No. 6731 0354 8369

(2). Name of Witness : TARUN KUMAR
Designation : ADDL. DIR.
Address : The Institute of Cost
Accountants of India, CMA Bhawan
3, Institutional Area, Lodhi Road
Name & Nos. of Identity Proof : ND-3
AADHAR 8505 5039 0883

For and on behalf of IGNOU :



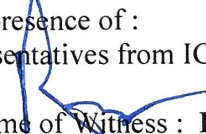
Dr. Alok Chaube


Registrar (Administration), IGNOU, New Delhi.

Dated : डॉ. आलोक चौबे / Dr. Alok Chaube
कुलसचिव (प्रशासन) / Registrar (Admn.)

Place : इंदिरा गाँधी राष्ट्रीय मुक्त विश्वविद्यालय
Indira Gandhi National Open University
मैदान गढ़ी, नई दिल्ली-68 / Maidan Garhi, New Delhi-68

In the presence of :
(Representatives from IGNOU, New Delhi).

(1). Name of Witness :  Prof. K. Ravi Sankar
Designation : Director
Address : School of Management Studies
Maidan Garhi, New Delhi - 110068
Name & Nos. of Identity Proof : AADHAR
AADHAR No 9202 9162 3590

(2). Name of Witness :  Dr. Manorama Singh
Designation : Regional Director
Address : IGNOU Regional Centre
5C / INS-I, Sector-5, Vrindavan Yojana
Telibagh, Lucknow- 226029 (U.P.)
Name & Nos. of Identity Proof : AADHAR
AADHAR No 6532 6308 2847