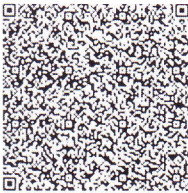


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Certificate No. : IN-DL57591573592570U
Certificate Issued Date : 08-Jul-2022 02:57 PM
Account Reference : SELFPRINT (PU)/ dl-self/ NEHRU/ DL-DLH
Unique Doc. Reference : SUBIN-DL DL-SELF98246404349190U
Purchased by : VIBHASH TRIPATHI
Description of Document : Article 5 General Agreement
Property Description : MOU BETWEEN INDIRA GANDHI NATIONAL OPEN UNIVERSITY IGNOU
AND THE INSTITUTE OF COMPANY SECRETARIES OF INDIA ICSI
Consideration Price (Rs.) : 100
(One Hundred only)
First Party : INDIRA GANDHI NATIONAL OPEN UNIVERSITY IGNOU
Second Party : THE INSTITUTE OF COMPANY SECRETARIES OF INDIA ICSI
Stamp Duty Paid By : INDIRA GANDHI NATIONAL OPEN UNIVERSITY IGNOU
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



SELF PRINTED CERTIFICATE TO BE
VERIFIED BY THE RECIPIENT AT
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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 12th day of July, 2022 (hereinafter, referred to as the "EFFECTIVE DATE"), at New Delhi.


Ashish Mohan
Secretary

The Institute of Company Secretaries of India
22, Institutional Area, Lodi Road
New Delhi-110003


डॉ. आलीक चोमे / Dr. Alok Chaube
कुलसचिव (प्रशासन) / Registrar (Admn.)
इंदिरा गाँधी राष्ट्रीय मुक्त विश्वविद्यालय
Indira Gandhi National Open University
U-10, Maulana Azad Park, New Delhi-110002

By & Between

THE INSTITUTE OF COMPANY SECRETARIES OF INDIA (ICSI), a Statutory Body constituted under an Act of Parliament i. e., The Company Secretaries Act, 1980 (No. 56 of 1980), having its headquarters at 'ICSI HOUSE' 22, Institutional Area, Lodi Road (New Delhi – 110003) {Here – in – after, for the sake of brevity referred to as “**ICSI**”, 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, CS Asish Mohan, Secretary of the **FIRST PART**.

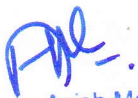
And

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 “**ICSI**” and the “**IGNOU**” are hereinafter, collectively referred to as the “**PARTIES**” and individually as a “**PARTY**”.

WHEREAS:

1. The Institute of Company Secretaries of India (ICSI) is the only recognized professional body in India to develop and regulate the profession of Company Secretaries in India.
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.



Asish Mohan
Secretary

The Institute of Company Secretaries of India
22, Institutional Area, Lodi Road



Dr. आलोक चौबे / Dr. Alok Chaube
(नशासन) / Registrar (Admn.)
विश्वविद्यालय


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) ICSI 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 ICSI.
 - (iii) IGNOU on its part may consider nominating ICSI 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.


Asish Mohan
Secretary


The Institute of Company Secretaries of India


Page 3 of 11
डॉ. आलोक चौबे / Dr. Alok Chaube
कुलसचिव (प्रशासन) / Registrar (Admn.)
राष्ट्रीय मुक्त विश्वविद्यालय
Open University

- (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.
- (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 ICSI will be given Credit Transfer for the Courses they have completed from ICSI 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 ICSI. Credit transfer will not be considered for any of the courses / programme exempted by the ICSI.
- (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 ICSI 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.


Asish Mohan
Secretary

The Institute of Company Secretaries of India


Page 4 of 11
Dr. Alok Chaube
Registrar (Admn.)
National Open University

- (xv) Once this MOU comes into effect, the earlier MoU signed between the ICSI and IGNOU on 23rd April 2008 shall cease to exist. However, both IGNOU and ICSI shall continue to honour the roles and the responsibilities arising out of the MoU signed on 23rd April 2008, upto the students enrolled under the previous MoU complete their Maximum duration of the programme.

Further, it is agreed that the admission for the July 2022 session to these programme shall continue even after the signing of this MoU, as per the previous MoU, as the admission for these programmes have already been commenced.

- (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 23rd April 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, IGNOU or Nominee | - Chairperson |
| (ii) President, ICSI or his Nominee | - Member |
| (iii) Secretary, ICSI or his Nominee | - Member |
| (iv) Director Studies, ICSI | - Member |
| (v) Programme Coordinator of the concerned programme, IGNOU | - Member |
| (vi) Senior most Faculty of the Discipline concerned, IGNOU | - Member |
| (vii) Director, School of Management Studies, IGNOU | - Member & Convener |

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

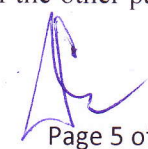
10. Non – Binding Nature of the MOU :

- (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


Asish Mohan
Secretary

The Institute of Company Secretaries of India

Page 5 of 11


डा. आलोक चौबे / Dr. Alok Chaube
अध्यक्ष (प्रशासन) / Registrar (Admn.)
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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.

- (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 ICSI 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 ICSI shall have any right to claim anything against the IGNOU and same shall be applicable vice versa to IGNOU.

11. 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.

12. 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.

13. 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



Asish Mohan
Secretary

The Institute of Company Secretaries of India
National Area, Lodi Road



Page 6 of 11
डॉ. अशोक चौबे / Dr. Abk Chaube
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National Open University
New Delhi

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

14. 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.

15. 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.

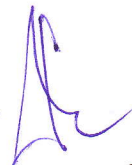
16. Amendments:

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



Asish Mohan
Secretary

The Institute of Company Secretaries of India
22, Institutional Area, Lodi Road
New Delhi 110003



Page 7 of 11
डॉ. आलोक चौबे / Dr. Alok Chaube
कुलसचिव (प्रशासन) / Registrar (Admn.)
एन.डी.ए. राष्ट्रीय मुक्त विश्वविद्यालय
National Open University

17. 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.

18. 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.

19. 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.

20. 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.

21. 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 Company Secretaries of India,
ICSI House,
22, Institutional Area,
Lodi Road (New Delhi – 110003).
2. The Registrar (Administration),
Indira Gandhi National Open University,
Block – 4, Old Administrative Block,
Main Campus, Maidan Garhi,
(New Delhi –110068).


Adish Mohan
Secretary

The Institute of Company Secretaries of India
22, Institutional Area, Lodi Road

22. 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.

23. 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.
- (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.

24. Non Exclusive Agreement

The MOU between the ICSI and the IGNOU shall be a non-exclusive agreement. The parties shall be free to enter into any such MOU / agreement with any other Party during tenure or the extended tenure of this MOU


25. Intellectual Property Rights:

- (i) IGNOU has exclusive copyright over its course material (Print, Audio/ Video or soft copy).


Asish Mohan
Secretary

The Institute of Company Secretaries of India
22, Institutional Area, Lodi Road

Page 9 of 11


डॉ. आलोक चौबे / Dr. Alok Chaube
अध्यासक (प्रशासन) / Registrar (Admn.)
इंस्टीट्यूट ऑफ कंपनी सेक्रेटरीज, दिल्ली विश्वविद्यालय

- (ii) None of the Parties shall use, register or attempt to register any of the intellectual property rights which rests in the other Party without the prior written permission of such Party.
- (iii) Any use of intellectual property right of One Party in course of achieving the objectives shall not be deemed to vest the ownership of IPR in the other Party. Any unauthorized attempt to use, register or attempt to register any of the IPR of a Party without express permission of the other Party shall constitute an act of infringement of the IPR of the said Party.


26. Governing Law :

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

27. 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 and Justice, Government of India, vide D.O. No. 29(9)/2017-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.


Asish Mohan
Secretary
The Institute of Company Secretaries of India
22, Institutional Area, Lodi Road
New Delhi 110003


Page 10 of 11
डॉ. अलोक चौबे / Dr. Alok Chaube
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राष्ट्रीय मुक्त विश्वविद्यालय
University

28. 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 ICSI:



CS Asish Mohan,
Secretary, ICSI, New Delhi

Dated : July 12, 2022
Place : New Delhi

In the presence of :
(Representatives from ICSI)

(1). Name of Witness : LAKSHMI ARUN
Designation : JOINT DIRECTOR
Address : C-36, Sector-62
NOIDA
Name & Nos. of Identity Proof : _____
AEXPB 351 + N

(2). Name of Witness : Chittaranjan Pal
Designation : Deputy Director
Address : C-36, Sector-62
NOIDA
Name & Nos. of Identity Proof : Nehru
684179473546

For and on behalf of IGNOU :



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

Dated : July 12, 2022
Place : New Delhi

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 : Prof. Madhulika P. Sarkar
Designation : Professor
Address : School of Management Studies
Maidan Garhi, New Delhi - 110068
Name & Nos. of Identity Proof : AADHAR
AADHAR No.: 9049 2933 2395



Asish Mohan
Secretary

The Institute of Company Secretaries of India
22, Institutional Area, Lodi Road



Page 11 of 11
डॉ. आलोक चौबे / Dr. Alok Chaube
कुलसचिव (प्रशासन) / Registrar (Admn.)
इंदिरा गाँधी राष्ट्रीय मुक्त विश्वविद्यालय
Indira Gandhi National Open University
इंदिरा गाँधी मार्ग, मैदान गार्ही, नई दिल्ली-68