



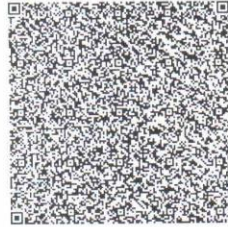
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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as 'MoU')

signed on the 14th Sept. 2017 at New Delhi

BY & BETWEEN

Indira Gandhi National Open University (IGNOU) at Maidan Garhi, New Delhi – 110068, India
(hereinafter referred to as "IGNOU") and represented by its Registrar, of one part.

AND

Dr. Jitendra Kumar Srivastava
डॉ. जितेन्द्र कुमार श्रीवास्तव
Dr. Jitendra Kumar Srivastava
कुलसचिव (प्रशासन) का.बा. / Registrar (Admn) / IC
इंदिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय / IGNOU



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The National Council for Hotel Management and Catering Technology (under the Ministry of Tourism, Government of India), A – 34, Sector – 62, having its registered office at Pusa Complex, New Delhi – 110012 (hereinafter referred to as 'NCHMCT') and represented by its Chief Executive Officer of the other part, collectively referred to as 'Parties'.

PREAMBLE

Whereas IGNOU was established by an Act of Parliament in 1985. Today it serves the educational aspirations of Millions of students through twenty one Schools of Studies and a vast network of regional centres, study centres, programmes centres, partner institutions and overseas centres. Apart from teaching and research the University also runs extension programmes for capacity building. It also acts as a national resource centre and functions as an apex body to promote and maintain standards of distance education in the country. The Commonwealth of Learning has recognized it as a Centre of Excellence.

In order to fulfill the vision of democratizing higher education and providing access to all segments of people, the University has the mandate to:

- i. Impart education and knowledge through various flexible means suited to the open and distance education mode.
- ii. Encourage, co-ordinate and assist open universities and distance learning systems to uphold standards.

Whereas NCHMCT is a Society registered under Societies Registration Act (1860). Set up by the Government of India, Ministry of Tourism in the year 1982, the Council functions as the national body for coordinated growth and development of hospitality management education imparted through the Government sponsored Institutes of Hotel Management and Catering Technology. Society and its affairs are looked after by the Board of Governors appointed by the Central Government, collectively hereinafter referred to as 'Parties'.

Whereas both the above mentioned parties have agreed to work together for developing programmes in the area of hospitality services and hotel management in order to promote professional education in the country and abroad through use of various educational methodologies and also work for quality assurance in this area.

Whereas both the parties recognize the expertise of the other and both the parties stand to benefit through collaborative efforts for pursuing programmes in the areas mentioned herein above. As a first step in this collaborative effort IGNOU launched a programme in collaboration with NCHMCT known as B.Sc. Hospitality and Hotel Administration (Generic and Majors).

Whereas after the successful implementation of the Original MoU dated 11th March 2012 (hereinafter referred to as 'Original MoU') which is being further renewed for a period of five years from 11th March 2017, (hereinafter referred to as 'Renewed MoU') both the parties have now mutually discussed and agreed to enter into renewal of Memorandum of Understanding for a further period of five years on the terms and conditions as hereunder:

I. JOINT COORDINATION COMMITTEE (JCC):

- i. The parties agree that there will be a Joint Coordination Committee (hereinafter referred to as JCC) constituted of representatives from IGNOU and NCHMCT. The terms of reference of this Committee would be to plan, monitor and oversee the entire activities of the programme in accordance with the statutory framework of IGNOU and NCHMCT. The JCC shall consist of seven members, not inclusive of the Chairperson of the Committee, with four from IGNOU and three from NCHMCT, as nominated by their respective Heads.

Dr. Jitendra Kumar
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The Vice-Chancellor or his/her nominee shall be the Chairperson of JCC. The Convenor of the JCC will be Director/ Programme Coordinator of the Hospitality Programme from IGNOU. The parties agreed that the JCC will meet periodically as and when needed to monitor and review these mechanisms and shall at least meet every quarter in year. This would also include periodic academic inspection of the NCHMCT institutes and observing the conduct of examination of the programme by the IGNOU officials.

- ii. The NCHMCT undertakes not to further franchise and in the event of non-observance of this term, IGNOU shall be competent to terminate the MoU.

II. COURSE DETAILS:

The Parties hereby agree that:

- i. The title of the programme will be B.Sc. Hospitality and Hotel Administration (Generic and Majors) (hereinafter referred to as 'BHM programme').
- ii. The duration of the BHM programme will be 3 years with a maximum duration of 6 years.
- iii. The BHM programme (Generic) will be of 120 credits (40 credits of IGNOU and 80 credits of NCHMCT) and B.Sc. Hospitality and Hotel Administration with specialization (Majors) will be of 148 credits (40 credits of IGNOU and 108 credits of NCHMCT) from 2009-10 academic session, as approved by the Academic Council, IGNOU and by the Board of Governors, NCHMCT with the following courses through the Distance Learning mode TS-1, TS-3, TS -6, EEG-3/ BEGE-103 and TS – 7. Any change in the course structure can be recommended by the JCC but the change will have to be approved by the respective statutory bodies of both the organizations and shall become applicable thereafter. The programme structure is enclosed as Annexure – I.
- iv. The Evaluation Methodology of the IGNOU course of the programme shall be as per IGNOU norms. The Evaluation Methodology of the Practical component of the programme shall be as per NCHMCT norms (Annexure-II).
- v. IGNOU recognises the entrance procedures (written exam) adopted by NCHMCT as admission procedure for the programmes. The parties agree that the JCC will monitor the entrance examination process and will depute observers from IGNOU for the same. The deputation of observers from IGNOU in the entrance examination is mandatory.
- vi. In the event of any change in the mode and conduct of written examination for admissions to the BHM programme, the NCHMCT will adopt the same only after approval to it by its Board of Governors and the statutory bodies of IGNOU.
- vii. That the students who become eligible after clearing the entrance procedure to the BHM programme will be admitted to IGNOU and IGNOU will allot an enrolment number to these students.
- viii. The students thus admitted as mentioned in para (vii) above will also be admitted by the NCHMCT in their Institutes.
- ix. That the course delivery mechanism for the programme will be in the blended mode based on distance learning as well as direct teaching and practicals as per the credits assigned to the courses.

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III. COURSE DELIVERY

Annexure – 'I' of this MoU provides the respective list of courses of each of the parties.

1. RESPONSIBILITIES OF IGNOU

- a. Delivery of course materials of IGNOU courses that are offered under the programme to the Institutes of NCHMCT for distribution among the students of the programme.
- b. Conducting of Counseling Sessions for IGNOU Courses.
- c. Evaluation of all Theory Courses.
- d. Conduct of examination of all Theory Courses.
- e. Supply of library books, audios and videos prepared by the IGNOU for the programme to the Institutes of NCHMCT.
- f. Organising orientation programmes for the counselors of these courses in the NCHMCT institutes on a regular basis.
- g. Organising teleconferencing session for the programme on a regular basis.
- h. IGNOU shall permit NCHMCT to broadcast lectures/ special talks on Gyan Darshan, Gyan Vani and IGNOU FM Stations through its Electronic Media Centre on payment basis.
- i. Supervise the Entrance procedures (Written Examination) as Observer.

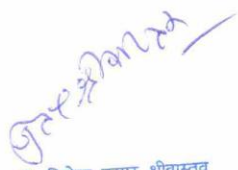
2. RESPONSIBILITIES OF NCHMCT

- a. The delivery of the NCHMCT courses that are offered under this programme will be the responsibility of NCHMCT.
- b. NCHMCT will provide counseling to the students of the courses of IGNOU that are offered under the programme.
- c. NCHMCT will organize the evaluation of the Tutor Marked Assignments of the courses offered from IGNOU in this programme.
- d. NCHMCT will house the Books and Audio-Video material sent by IGNOU to the institutes. NCHMCT will set up Dish Antennas and Teleconference facilities in all these Institutes for receiving programmes on Gyan Darshan, Edusat, Gyan Vani and IGNOU FM station.

IV. EXAMINATION SYSTEM

The parties agree:

- i. That they recognize the Entrance Examination and other Evaluations done by each other.
- ii. That the JCC may constitute various Committees to monitor the Examination Work.


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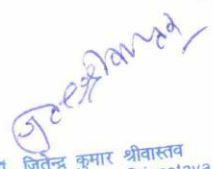


- iii. That the Examination of the courses offered under this programme will be conducted at the Institutes of NCHMCT which have been recognized as IGNOU Study Centres.
- iv. That all issues related to the Examination Methodology of the programme and for the purposes of tabulation of results etc. at IGNOU will be decided by the JCC.
- v. That the final result of the programme will be declared by IGNOU. Further, the JCC will work out the time schedule and dates for the Examination and the declaration of result.
- vi. That IGNOU will award degree of the programmes to the successful students, as per the existing nomenclature and also clearly mentioning the collaboration with NCHMCT.
- vii. NCHMCT shall conduct Examination of only Training Components and IGNOU shall be responsible for the conduct for Examination of all the Theory Components.

FINANCIAL OBLIGATIONS

The Parties agree that:

- i. The fee sharing between IGNOU & NCHMCT will be in the ratio of 30:70, and a combined draft with details of students towards fee shall be submitted to IGNOU.
- ii. The IGNOU fee for the programme will be collected by NCHMCT and thereafter a combined Demand Draft with details of students shall be submitted to IGNOU within the last date prescribed for such purposes. The further modalities of collecting fee shall be decided by JCC.
- iii. The travel costs and hospitality for Observers/ Experts from IGNOU sent to monitor Examination processes and inspection of the Institutes will be borne by the NCHMCT.
- iv. The counseling charges to the Counselors conducting counseling sessions for the IGNOU programme, honorarium to the Programme Coordinator at every IHM, IGNOU TMA evaluation charges and contingency charges for each IHM will be made by IGNOU to NCHMCT as per the rates of IGNOU applicable from time to time.
- v. The travel cost of NCHMCT members for attending the JCC meetings will be borne by NCHMCT. The travel costs of IGNOU members attending the JCC meetings will be borne by IGNOU.
- vi. The cost of the JCC meetings will be borne by the party which hosts the meetings.
- vii. The cost of the Dish Antennas and other teleconferencing accessories will be borne by NCHMCT.
- viii. The audio-video equipments and books related to IGNOU courses will be sent by IGNOU to the NCHMCT Institutes and the cost for the same will be borne by IGNOU.
- ix. The teleconferencing, Gyan Darshan, Gyan Vani, IGNOU FM stations, and EDUSAT charges for the programme will be borne by IGNOU for the IGNOU courses related to the programmes and the cost to be borne by NCHMCT for the NCHMCT courses related to the programmes under offer in this programme as per the existing rates of IGNOU.
- x. The cost of organising Orientation Programmes for Counselors of the programme will be borne by NCHMCT.


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VI. VALIDITY

The MoU shall remain valid for a period of five years from 11th March 2017 (hereinafter referred to as the "Effective Date") and can be renewed further on terms and conditions, mutually agreed upon by the Parties in writing.

VII. JURISDICTION

If the dispute or difference of any kind whatsoever shall arise between the parties in connection with or arising out of this MoU, the parties shall resolve them within a period of two months in the first instance by mutual discussions. If the dispute cannot be settled within the two months as provided herein, regular courts at Delhi/New Delhi only will have the jurisdiction to adjudicate upon the matter.

VIII. TERMINATION

This MoU can be terminated by either of the parties on a six-month notice from either side. However, if the MoU is terminated for whatsoever reason, the responsibilities of each parties shall continue to exist till the completion of the programmes to which the students have been admitted on or before the date of the serving the notice of the termination.

IX. MATTERS NOT PROVIDED IN THE MOU

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

X. AMENDMENT

All alterations or amendments to this MoU shall be mutually discussed and agreed upon in writing. No amendment for change hereof shall be effective or binding on the Parties hereto unless set in writing and executed by the respective duly authorized representatives of each of the Parties hereto.

XI. COPY RIGHT OWNERSHIP

"The copy right of course material developed by IGNOU shall rest solely with IGNOU and that of those developed by NCHMCT shall rest with them".

XII. NOTICES

"All notices, requests or other communication hereunder shall be sent in writing and addressed to the Parties as follows:

If to IGNOU: Registrar (Admin.)
IGNOU, Maidan Garhi,
New Delhi – 110068

If to NCHMCT Chief Executive Officer
NCHMCT, A-34, Sector – 62
Noida, Uttar Pradesh - 201309


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इंदिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय / IGNOU



Notwithstanding anything contained herein above and decisions of the Board of Management or Academic Council or any other statutory body of IGNOU shall prevail over and above the clauses mentioned in this MoU.

IN WITNESS WHEREOF, THE PARTIES HERETO AFFIXED THEIR SIGNATURES THIS THE DAY AND YEAR FIRST ABOVE WRITTEN.



For the NCHMCT

लक्ष्मी कान्त गांगुली/L. K. GANGULI
निदेशक(प्रशाD एवं वित्त)/सचिव/Director(A & F)/Secretary
राष्ट्रीय होटल प्रबंध एवं कैंटरिंग तकनीकी परिषद
National Council for Hotel Management & Catering Technology
(ए.टि.ए. संस्थान, भारत सरकार/Ministry of Tourism, Govt. of India)

Witnesses:

1.

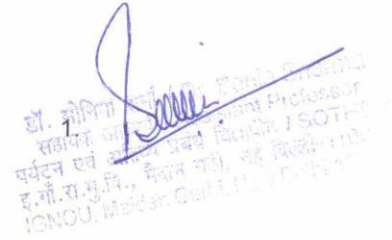
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For the IGNOU

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इंदिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय / IGNOU

Witnesses:



डॉ. मोनिता श्रीवास्तव / Dr. Monita Srivastava
सहायक कुलसचिव (प्रशासन) / Assistant Registrar (Admin)
पर्यटन एवं कैंटरिंग विभाग / SOFC
इ.गौ.रा.मु.वि., मैदान गाँव, नई दिल्ली-110002
IGNOU, Maidan Garh, New Delhi

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