

16 to 20



मध्य प्रदेश MADHYA PRADESH

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding herein referred to as 'MoU' is signed at Bhopal on the 14th day of December 2015 between Indira Gandhi National Open University (IGNOU) (a National University setup by an Act of Parliament – Act No. 50 of 1985) having its headquarters at MaidanGarhi, New Delhi – 110068 hereinafter referred to as 'IGNOU', duly represented by the Registrar (Administration) which expression shall unless repugnant to the context of meaning thereof includes its successors and permitted assignees of the FIRST PART

AND

Madhya Pradesh State Institute of Hospitality Training, a registered society setup under the orders of the State Tourism Department, with its Registered Office at Paryatan Bhawan, Bhadbada Road, Bhopal duly represented by the Managing Director of the Madhya Pradesh State Tourism Development Corporation who is Ex-Officio Secretary of the Institute (hereinafter referred to as 'MPIHT' which expression shall where the context so admits includes its successors and permitted assignees) of the SECOND PART

COLLECTIVELY REFERRED TO AS PARTIES:

WHEREAS IGNOU is an autonomous body created by an Act of Parliament (No. 50 of 1985) with the objectives as stated in Section-4 of IGNOU Act to advance and disseminate learning and knowledge by a diversity of means to a larger segment of the



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population and to promote the educational well-being of the community in general, specially among those staying in rural and remote areas.

WHEREAS Madhya Pradesh State Tourism Department has set up a training institute named Madhya Pradesh State Institute of Hospitality Training (MPIHT) with its premises at Paryatan Bhawan, Bhadbhada Road, Bhopal in order to provide quality education in Tourism and Hospitality sector to in-service personnel, willing free candidates and also various categories of tourism service providers so as to upgrade their skills and build capacity to serve the tourists better.

Whereas both the above mentioned parties with the idea to provide quality education in tourism and hospitality sector have deliberated and agreed to develop and deliver the academic programmes mutually decided by the parties.

Hence, both the above mentioned parties agreed as under:

1. OBJECT:

To develop and deliver programmes in Tourism and Hospitality Sector so as to upgrade the skills and build capacity in the area of tourism and hospitality in the State of Madhya Pradesh.

2. ROLE / RESPONSIBILITY OF IGNOU :

- i) Designing and developing the Programme/s in Tourism and Hospitality to be offered in the state of Madhya Pradesh.

- ii) Constituting various expert committees for the purpose of designing and developing the Programme/s and the preparation of the related self-learning material (SLM).
- iii) Printing of the SLM for the Programme/s.
- iv) Admission of learners in different programmes to be recommended by an Admission Committee consisting of IGNOU and MPIHT members and chaired by the Director, SOTHSM.
- v) Finalizing the admission of learners and allotting enrolment numbers to admitted learners.
- vi) Supply of the SLMs to the enrolled learners.
- vii) Arrange counselling sessions through the Co-coordinators/ Counselors identified and appointed by IGNOU, who would impart training / instructions in the contact sessions.
- viii) Holding the examinations, and evaluating and awarding the diploma/s and certificate/s as per IGNOU rules.
- ix) Making the payment to the coordinator and counselors as per the IGNOU norms.
- x) IGNOU to charge the prescribed Programme fee for the admitted students from MPIHT.
- xi) Conducting regular Orientation Programme for the counselors/ coordinators at the training institutes.

1. ROLE AND RESPONSIBILITY OF MPIHT:

- i) Making available the training institutes along with space and infrastructure facilities for holding the counseling sessions, practical sessions, and also for holding examinations free of cost.
- ii) Suggesting experts for helping in the designing and developing of the curriculum and course materials.
- iii) Assisting in holding the practical sessions.
- iv) Arranging the enrolment of as many learners as possible.
- v) Assisting in identifying the experts, coordinators and counselors.
- vi) Assisting in the implementation of this MoU as per the request and requirement of IGNOU.
- vii) Bearing the entire cost of designing and conducting the programmes (as per activities listed at No.2-i to xi above) and also for travel and hospitality for meetings of the Joint Coordination Committee and Orientation Programmes whenever held at Bhopal.

2. JOINT COORDINATION COMMITTEE

The parties agree that there will be a Joint Coordination Committee (hereinafter referred to as JCC) constituted of representatives from IGNOU and MPIHT. The terms of reference of this Committee would be to plan, monitor and oversee the entire activities of the programmes in accordance with the Statutory framework of IGNOU and MPIHT. The JCC shall consist of seven members, not inclusive of the Chairperson of the Committee, with four from IGNOU and three from MPIHT, as nominated by their respective Heads. The Vice-Chancellor or his/her nominee shall be the Chairperson of JCC. The Director (SOTHSM)/Programme Coordinator from IGNOU shall be the Convenor of the JCC. The parties agree that the JCC will meet periodically as and when needed to monitor and review these mechanisms and shall meet at least every quarter in a year. This would also include periodic academic inspection of the MPIHT institutes, observing the conduct of examination of the Programme by the IGNOU officials and conducting regular orientation programme for the counselors/ coordinators.

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3. EXAMINATION SYSTEM

The parties agree:

- i. That the JCC may constitute various committees to monitor the examination work.
- ii. That all issues related to the evaluation methodology of the programme and for the purposes of tabulation of results etc. at IGNOU will be decided by the JCC.
- iii. That the final result of the programme will be declared by IGNOU.
- iv. That IGNOU will award diploma/certificate of the programme to the successful learners, as per IGNOU rules.

4. **COPYRIGHT AND INTELLECTUAL PROPERTY**—All copyrights of the SLM shall be exclusively with IGNOU.

5. VALIDITY & TERMINATION

This MoU will remain valid for a period of five years i.e. from December 2015 to November 2020. It may be extended further in its present form or with modifications agreed upon through mutual consent in writing, by its authorized signatories. This MoU can be terminated at any time during the currency of the present validity period after three month notice from either side in this regard.

However, on termination, obligation of both the parties shall continue with respect to the completion of course of admitted learners before termination.

6. AMENDMENT TO THE AGREEMENT

The obligations of IGNOU, New Delhi and MPIHT, Bhopal have been outlined in this MoU. However, during the operation of MoU circumstances may arise which may call for modifications of this agreement. These modifications will be mutually discussed and agreed upon in writing, through its authorized signatories.

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

7. JURISDICTION

In the event of any dispute arising between the two parties, only the Courts at Delhi/New Delhi will have the jurisdiction .

10. FORCE MAJEURE

Neither IGNOU nor MPIHT shall be liable to each other or to their students for falling or delay in the performance of any of its obligations under this Agreement to the extent such failure or delay is caused by riots, civil commotions, war, hostilities between nations, government laws, orders or regulations, embargos, 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.

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11. MATTERS NOT PROVIDED IN

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

12. NO PARTNERSHIP

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

13. REPRESENTATIONS AND WARRANTIES

The Parties hereby represent and warrant to each other:

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

14. 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 post with postage fully paid or transmitted by fax to the address specified below or to such other addresses as may, from time to time to be given by each party to the other party in writing and in the manner herein before provided to.

IGNOU **Registrar**
Indira Gandhi National Open University
MaidanGarhi, New Delhi – 110068

MPIHT **Secretary,**
MP State Institute of Hospitality Training
PrayatanBhawan,
Bhadbhada Road,
Bhopal

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In consideration of the mutual covenants contained herein above and the terms and conditions of this agreement and in witness whereof both the parties have hereinto set their hand and seal.

For and on behalf of IGNOU

For and on behalf of MPIHT

[Handwritten Signature]
Sudhir Budakoti / Sudhir Budakoti
Registrar (Admin.) / Registrar (Admin.)
Indira Gandhi National Open University
Maidan Garhi, New Delhi - 110068

[Handwritten Signature]
Secretary
MP State Institute of Hospitality Training
Prayatan Bhawan, Bhadbhada Road,
Bhopal (MP)

Registrar,
Indira Gandhi National Open University
Maidan Garhi,
New Delhi - 110068

Secretary,
MP State Institute of Hospitality Training
Prayatan Bhawan, Bhadbhada Road,
Bhopal (MP)

Witness

[Handwritten Signature]

Witness

[Handwritten Signature]