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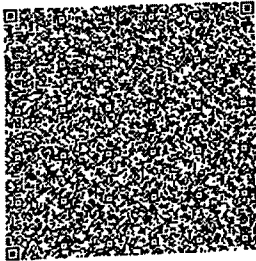
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL216023078632710
 Certificate Issued Date : 01-Mar-2016 10:33 AM
 Account Reference : IMPACC (SH)/ dishimp17/ SAKET/ DL-DLH
 Unique Doc. Reference : SUBIN-DLDSLHIMP17419254711321610
 Purchased by : INDIRA GANDHI NATIONAL OPEN UNIVERSITY
 Description of Document : Article Others
 Property Description : Not Applicable
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : INDIRA GANDHI NATIONAL OPEN UNIVERSITY
 Second Party : RETAILERS ASSOCIATION OF INDIA
 Stamp Duty Paid By : INDIRA GANDHI NATIONAL OPEN UNIVERSITY
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



Please write or type below this line.....

AGREEMENT

This Agreement is signed on 2nd day of March 2016

BY

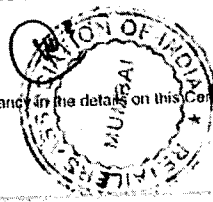
AND

BETWEEN

Indira Gandhi National Open University, having its headquarters at Maidan Garhi, New Delhi-110 068, represented through its Registrar(Admn.), hereinafter referred to as "IGNOU", which expression unless repugnant to the context or the meaning thereof shall include its permitted assignees and successors, of the FIRST PARTY.

सुधीर बुदाकोली / Sudhir Budakoli
 सुसचिव (प्रशासन) / Registrar (Admn.)
 इन्दिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय
 Indira Gandhi National Open University
 मजिस्ट्रेट कार्यालय / Magistrate Office
 मजिस्ट्रेट कार्यालय / Magistrate Office

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 2. The onus of checking the legitimacy is on the users of the certificate.
 3. In case of any discrepancy please inform the Competent Authority.



AND

Retailers Association of India , 111/112, Ascot Centre, near Hotel ITC Grand Maratha, Sahar Road, Andheri (E) Mumbai 400 099, represented through its CEO Kumar Rajagopalan (hereinafter referred to as "rai"), which expression includes its successors in office and permitted assignees of the SECOND PARTY.


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

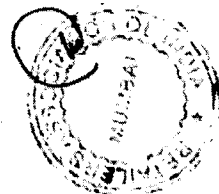
WHEREAS the "rai" has been registered under Section 25 of the Companies Act 1956, being the unified voice of Indian retailers and aims at uplifting the standards of overall retailing in the country.

WHEREAS both the above parties with the idea of ushering in the organized retail revolution in India by uplifting the standards of overall retailing in the country, are ready and willing to contribute for the development of academic programmes for the purpose of producing trained manpower in the field of retail industry. For the purpose, both the above parties have deliberated, negotiated and have agreed as under:

(1) Objectives-

- (i) To develop, facilitate and propagate practices and processes that will facilitate the growth of the Indian retail industry, leading to increased consumption and growth of the economy. For the purpose, to develop and launch academic programmes and prepare the candidates suitable for the industry and the society.
- (ii) **Admission criteria:** Two types of candidates shall be admitted:
(a) Candidates **directly sponsored** by the retail industry who fulfill the qualification of 10 +2. There is no restriction on the number of admissions in this category as all the candidates would already have taken internship. (b) Category two consists of those candidates who are **directly admitted based on merit at 10+2 level.**
- (iii) **Internship Period:** It is required to complete internship of minimum 3 months with member organizations of RAI in the first year of study. In case a student fails to complete internship in the first year, she/he has to re-register for internship in the 2nd/3rd/4th year by paying proportionate fee to IGNOU for the internship.
- (iv) **Stipend during Internship :** "**members of rai**" shall offer a monthly stipend to the candidate during the period of internship. Actual amount will be decided in consultation with the industry.


सुधीर बुडाकोटी / Sudhir Budakoti
जुलूसीयर (अडमिन) / Registrar (Admn)
इन्दिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय
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मैदान गार्डन, नई दिल्ली-68
Maidan Garhi, New Delhi-68



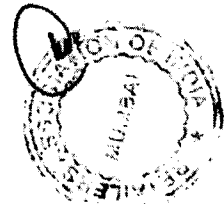
2. Responsibilities of IGNOU

- (i) IGNOU will design, develop, revise and deliver the course materials to the candidates.
- (ii) The University will admit, evaluate and provide certificates to the candidates as per its own statutes/ordinances.
- (iii) Pay to rai, a lump sum amount on the basis of the fee sharing ratio IGNOU: rai = 70:30(seventy: thirty) where fee refers to the amount paid by the student for enrolment after their selection. The fee will be decided by IGNOU and it has to be paid after completion of admission process by IGNOU to RAI. RAI will use the fee share for internship, sponsored candidates and providing industry linked support services to the learners.
- (iv) Ensure that the students will spend a minimum three months with member organizations of "rai" for becoming eligible to obtain the Diploma/Degree as this is an industry-intensive programme and that the stretch of three months of internship should essentially be a part of the first year of study and will be applicable to all learners irrespective of the total period taken by him/her to complete the programme.
- (v) Market and promote the said ODL programme through all communication channels and bear all the expenses related to the same and generate awareness about the said ODL Programme through all its communication and advertisements in Media (print and electronic) and such other avenues.
- (vi) Release of advertisement, selection and registration of learners and sending all learners management related communications to the students.
- (vii) Provide Learners support services.
- (viii) Conduct the said ODL Programme through its network of Regional Centres and the Study Centres or any such other channel activated/to be activated for the programme.

3. Responsibilities of "rai" :

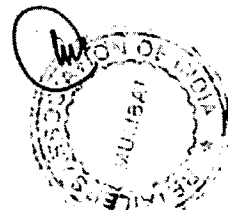
- (i) RAI will provide sponsored candidates for BBA Retailing Programme.
- (ii) RAI will provide Internship at its own cost to all non-sponsored candidates with a stipend to be decided in consultation with the Industry. However, if the place of internship is not suitable to the learners or learners have preference for their own internship, students may find out the internship as per their own convenience and submit the three months internship certificate duly signed by the authorized signatory of the Industry concerned under its seal.
- (iii) RAI will provide industry linked support services for enhancing skills to the learners at its own cost.

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Indira Gandhi National Open University
ब्लॉक एफ, नई दिल्ली-65
Maidan Garhi, New Delhi-65



- (iv) RAI will provide one Consultant to the School for assisting the programme. The salary and other expenditure of the consultant will be borne by RAI.
- (v) Promote and disseminate information about the said ODL Programme through all its communication avenues i.e. STORAI replenish and website at its own cost.
- (vi) Promote the said ODL Programme in all relevant events/ activities and forward all such information to IGNOU as per its instruction.
- (vii) "rai" will ensure maximum number of internships for every cycle of admission to the admitted students at its own cost and the same will be intimated to "IGNOU" as and when required by IGNOU.
- (viii) RAI shall conduct market research in the retail industry and create an outline for the revised course material based on the inputs received from the industry and provide academic inputs to IGNOU for incorporating the same in the course materials. RAI shall bear all the cost of conducting the market research and organizing meetings for this purpose.
- (ix) RAI will organize meetings for industrial inputs and feedback from the industry at Mumbai. RAI shall bear all expenses including the TA/DA, honorarium of the experts, local hospitality including TA/DA and local hospitality of IGNOU experts.
- (x) RAI shall provide industry resources and academic inputs from its member organizations to revise the course materials.
- (xi) RAI will provide printed brochure and other promotional materials for the promotion of the programme.
- (xii) The offering of the programme through this MoU is restricted to India only. RAI will have no objection when IGNOU launches the programme outside India. IGNOU will bear all expenses and receive revenues related to the launching & running of the programme outside India. It is understood that RAI operates in India and does not have the capability to offer internship and other support to students outside India.
- (xiii) RAI will provide resource persons and academic content for the development of audio-video programmes. Expenditure related to the development of audio-video programmes will be met by IGNOU.
- (xiv) For on the job training, RAI will organize special workshops/training sessions for imparting practical knowledge and facilitating the employability of the learners. The venue may be decided by IGNOU and RAI with mutual consent for the conduct of on the job training/workshops/training sessions etc. RAI will invite industry experts for conducting the workshops/training sessions. The TA/DA & honorarium of the experts will be borne by RAI. IGNOU will provide logistical infrastructure and local hospitality like tea, water, snacks, lunch etc. for such events.

सुधीर बुढाकोटी / Sudhir Budakoti
 कुलसचिव (प्रशासन) / Registrar (Admin.)
 इन्दिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय
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 मेयन गार्ड, नई दिल्ली-68
 Mayapuri, New Delhi-68



(xv) RAI will organize career counselling programmes, seminars and conferences jointly with IGNOU at its own with logistical infrastructure from IGNOU.

4. Copyright /IPR

IGNOU shall have the exclusive copyright for all the course materials of BBA in Retailing Programme. However, since the course materials were developed by IGNOU and RAI jointly, RAI can use the course materials for the academic purpose only and not for any commercial purpose.

5. Assessment and Evaluation

IGNOU shall conduct assessment (both continuous and term-end) of each learner for the said ODL Programme following the norms and procedures of the University laid down by its statutes and will provide the results to the students.

6. Certification

IGNOU will issue Certificate to all successful students of the said ODL Programme, under its bonafide signature and stamp.

7. Validity

This Agreement would come into force on the date of signing and will remain valid and in force for 60 months from the date of execution of this agreement and may be reviewed and renewed on mutually agreeable terms, in writing. If this agreement is terminated for any reason whatsoever or expires, the responsibilities of both the parties shall continue till the last admitted batch of the students complete the programme.

8. Termination

- (i) Either party may terminate this MoU by providing the either party with three calendar months advance notice in writing. Such termination shall take effect at the end of the three months period or the end of the programme in progress at that time, whichever shall occur later.
- (ii) However, either party shall be entitled to terminate this MoU immediately and without further notice in the event of the either party committing a material breach of the terms and conditions of this MoU, and failing to remedy such breach within 60 days after receipt of written notice calling upon such party to remedy the breach complained of.
- (iii) The termination of this MoU for whatever reason, will not affect the rights of a party, which might have accrued on the date of termination and will further not affect any rights, which specifically or by nature survive the termination of this MoU.

सुधीर बुडाकोटी / Sudhir Budakoti
सुशासन (प्रशासन) / Registrar (Admin)
इन्दिरा गान्धी राष्ट्रीय मुक्त विश्वविद्यालय
Indira Gandhi National Open University
ब्लॉक नं०, नई दिल्ली-६६
Maidan Garhi, New Delhi-66

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- (iv) However, in case of termination of this MoU for any reason, whatsoever the responsibility of each party shall continue till the admitted batch students complete the programme.

9. Dispute Resolution and Jurisdiction

If any dispute, differences, question or disagreement 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 MoU or breach thereof, efforts shall be made initially to settle the dispute amicably through mutual discussion within a period of three months, failing which only the Court at Delhi/New Delhi will have jurisdiction to adjudicate upon the matter.

10. Force Majeure

Neither IGNOU nor "rai" shall be liable to each other or to their students for failing 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, 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.

11. Matters not provided in the MoU

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

12. 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 their name in this Agreement and have the power and authority to sign this Agreement and implement the Project agreed to herein.
- (b) that the parties have the requisite legal power and authority to enter into this Agreement, perform and comply with their duties and obligations under this Agreement and the Project.
- (c) that this Agreement constitutes legal, valid and binding obligations enforceable against it in accordance with the terms hereof.
- (d) that the execution, delivery and performance of this Agreement have been duly authorized by all requisite actions and will not constitute violation of (i) any statute, judgement, order, decree or regulation of any court, Governmental Instrumentality or arbitral tribunal applicable or relating to them, their assets or their functions or (ii) any other documents or to the best of their knowledge any indenture, contract or agreement to which they are party or by which they may be bound.

सुधीर बुडाकोटी / Sudhir Budakoti
अध्यापक (प्रशासन) / Registrar (Admin)
इन्दिरा गान्धी राष्ट्रीय मुक्त विश्वविद्यालय
Indira Gandhi National Open University
भवन नं०, नई दिल्ली-११००६८
Maidan Garhi, New Delhi-११००६८



- (e) that there are no actions, suits or proceedings pending or, to the best knowledge threatened against the parties before any court, Governmental Instrumentality or arbitral tribunal that restrains the parties from performing their duties and obligations under this Agreement ; and
- (f) that no representation or warranty made herein contains any untrue statement.

13. Payments

Every payment to "rai" by IGNOU will be made by way of an "at par" Cheque/Demand Draft drawn in favour of "Retailers Association of India" and payable at Mumbai .

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 be given by each party to the other party in writing and in the manner herein before provided to:

IGNOU Registrar(Administration)
Indira Gandhi National Open University
Maidan Garhi,
New Delhi-110 068.

rai **Kumar Rajagopalan**
CEO
Retailers Association of India
111/112, Ascot Centre, Next to Hotel Le Royal
Meridien, Sahar Road, Sahar, Andheri (E), Mumbai- 400
099.

15. Further Acts and Assurances


Each of the parties agrees to execute and deliver all such further instruments and to do and perform all such further acts and things, as shall be necessary and required to carry out the provisions of this Agreement and to consummate the transactions contemplated hereby.

16. No Partnership

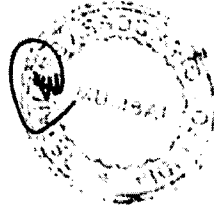
Nothing in this Agreement shall be deemed to constitute or create an association, trust, partnership or joint venture between the Parties nor constitute any Party the agent of any other Party for any purpose.

17. Applicable Law

The Agreement shall be governed, construed and enforced in accordance with the laws of India.


सुधीर बुधकरी / Suchit Budakoti
कृषिमंत्री (प्रशासन) / Registrar (Admn.)
इन्दिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय
Indira Gandhi National Open University
मैदान गार्ही, नई दिल्ली-68
Maidan Garhi, New Delhi-68

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18. Headings

The headings used in this Agreement are inserted for convenience reference only and shall not affect the interpretation of the respective clauses and paragraphs of this Agreement.

19. Interpretation


- a. This Agreement has been executed in the English language only and only this English language shall be the controlling language for interpretation thereof. No translation, if any, of this Agreement into another language shall be of any force or effect in the interpretations of this Agreement or in determination of the intent of either of the Parties hereto.
- b. This Agreement has been executed in two parts. Each of the parts is to be treated as original and primary evidence of the understanding arrived at between the Parties.
- c. This Agreement together with the Schedule constitutes the whole and only agreement as on the date hereof between the parties with respect to the subject matter described herein.
- d. Except to what has been saved in this Agreement, this Agreement supersedes and extinguishes any prior drafts, agreements, undertakings, understandings, representations, warranties, promises, assurances and arrangements of any nature whatsoever, whether or not in writing relating thereto.

20. Decision of BOM/Academic Council/Statutory Body of IGNOU

Notwithstanding anything contained hereinabove, the Parties agree that the decisions of the Board of Management (BOM) of IGNOU or its Academic Council or any other Statutory Body of IGNOU in respect of the provisions of this Agreement shall be binding on RAI. Furthermore, if any of the provisions of this Agreement are found to be violative of the mandate of IGNOU as enshrined in its Act i.e. Indira Gandhi National Open University Act, 1985, its Statutes and Ordinances made thereunder or if in due course of time subsequent to the implementation of the provisions of this Agreement, it is found that such implementation/conduct is violative of IGNOU Act, Statutes, Ordinances, then in such an eventuality IGNOU shall be competent to strike off such provision without seeking the consent of RAI and RAI shall be bound to accept such change(s)/amendments(s).

21. Amendment

No amendment or 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 duly authorized respective representatives of each of the parties hereto.

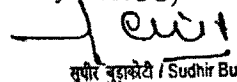

सुधीर बुडाकोटी / Sudhir Budakoti
जुलूसविव (राजसल) / Registrar (Admn)
इन्दिरा गान्धी राष्ट्रीय मुक्त विश्वविद्यालय
Indira Gandhi National Open University
मैदान गान्धी, नई दिल्ली-६६
Maidan Gandhi, New Delhi-66



In witness whereof the parties hereto have unto set their hands to this Agreement on the date, month and the year written above.



Signed on the 2nd March 2016

On behalf of
Indira Gandhi National Open
University (IGNOU)


सुधीर बुडाकोटी / Sudhir Budakoti
कुलाचार (प्रशासन) / Registrar (Admn.)
श्रीमती श्रीमती राष्ट्रीय मुक्त विश्वविद्यालय
Indira Gandhi National Open University
मैदान गरी, नई दिल्ली-68
Maidan Garhi, New Delhi-68


Registrar (Admn.) IGNOU

On behalf of the "rai" Partner


Kumar Rajagon
CEO, RAI


Witnesses:

Name Srilatha
श्री. श्रीलता / Prof. Srilatha
Designation डायरेक्टर (प.अ.वि.) / Director (SOMS)
Address IGNOU, Naidangalli
New Delhi - 110068


Name LAWRENCE FERNANDES
Designation DIRECTOR - RETAIL
LEARNING
Address RAI
