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Telefax 26105067

REGISTERED

Integrated Headquarters of
Ministry of Defence (Navy)
Directorate of Naval Education
West Block V, RK Puram
New Delhi 110066

ED/6201/INEP/MoU

07 Sep 15

The Vice Chancellor
(for kind attn: Dr Kanan Sharma)
Regional Services Division
Indira Gandhi National Open University
Maiden Garhi
New Delhi - 110068

RENEWAL OF MOU- INEP

1. Refer to IGNOU Letter No. IG/RSD/INEP/Ext.MoU/1223 dated 13 Aug 15.
2. Four copies of MoU, in original, for renewal of MoU, duly signed by Vice Admiral AK Jain, Controller Personnel Services, on behalf of the Navy, are forwarded herewith for further necessary action.



[Handwritten Signature]
 (A Muthuraman)
 Captain
 Director Naval Education

Enclosure - Four copies of MoU

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DDCPT

Imp (MOU)
Pl. put up in moU file

SO (Sabapal)

[Handwritten Signature]
08/09/15

IGNOU – NAVY EDUCATIONAL PROJECT
MEMORANDUM OF UNDERSTANDING



IGNOU



NAVY

RENEWAL OF MOU – INEP

The MoU between IGNOU and Navy regarding IGNOU-Navy Educational Project (INEP) entered into on 23 September, 2000 is being renewed on 2015 for further period of five years w.e.f 23 September, 2015 on the existing terms and conditions.

For IGNOU

(Shri Sudhir Budakoti)
Registrar

For Navy

(Vice Admiral A K Jain)
Controller Personnel Services

WITNESSES

(Dr V Reddy)
Director, Regional Services Division

डॉ. वी. वेनुगोपाल रेड्डी / Dr. V. Venugopal Reddy
निदेशक (क्षेत्र सेवा) / Director (RSD)

(Commodore G Ojha)
Principal Director Naval Education



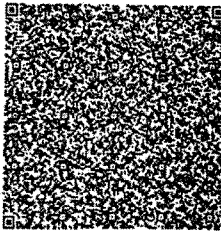
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Government of National Capital Territory of Delhi

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Certificate Issued Date : 09-Nov-2015 04:00 PM
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Unique Doc. Reference : SUBIN-DL85130360133702542625N
Purchased by : IGNOU
Description of Document : Article Others
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : IGNOU
Second Party : NCHMCT
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Stamp Duty Amount(Rs.) : 100
(One Hundred only)



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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as 'MoU')
signed on the 16th Dec 2015 at New Delhi

BY & BETWEEN

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

AND

The National Council for Hotel Management and Catering Technology (under the Ministry of
Tourism, Government of India), A – 34, Sector – 62, Noida, U.P.



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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.

(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 impart education and knowledge through various flexible means suited to the open and distance education mode.

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. In this collaboration effort IGNOU launched a programme in collaboration with NCHMCT as M.Sc. Hospitality Administration.

Whereas after the successful implementation of the earlier MoU, signed on 11th December 2012, both the parties have now mutually discussed and agreed to renew the MoU 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. The Vice-Chancellor of IGNOU or his/her nominee shall be the Chairperson of JCC. The Director/ Programme Coordinator of the hospitality programme 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 NCHMCT institutes and monitor the conduct of examination of the Programme by the IGNOU officials.

II. COURSE DETAILS

The Parties hereby agree that:

- i. The title of the programmes will be M.Sc. Hospitality Administration (hereinafter referred to as 'MHA Programme').
- ii. The duration of the MHA programme will be 02 years with a maximum duration of 05 years.
- iii. 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 organisations and shall become applicable thereafter.
- iv. IGNOU recognizes the admission procedures adopted by NCHMCT for the programme. The admission will be monitored by the JCC.
- v. The students admitted as mentioned in para (v) above will also be admitted by the NCHMCT in their institutes. IGNOU will allot an enrolment number to these students.
- vi. The parties agreed that the course delivery mechanism for the programme will be based on distance learning as well as counseling and practical training as per the credits assigned to the courses.

III. RESPONSIBILITIES OF EACH PARTY

1. IGNOU

- a. Delivery of course materials of IGNOU courses that are offered under the programmes to the institutes of NCHMCT for distribution among the students of the programme.
- b. Conduct 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 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.

2. NCHMCT

- a. The delivery of the NCHMCT components of 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 house the books and audio-video material sent by IGNOU to the Institutes.

IV. EXAMINATION SYSTEM

The parties agree:

- i. That they recognize the entrance examination and other evaluation done by each other.



- ii. That the JCC may constitute various committees to monitor the examination work.
- 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 Centers.
- iv. 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.
- v. That the final result of the programme will be declared by IGNOU.
- vi. That IGNOU will award degree of the programme to the successful students, as per the nomenclature in UGC Notification clearly mentioning the collaboration with NCHMCT.

V. FINANCIAL OBLIGATIONS

The parties agreed 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 travel costs and hospitality for Observers and Experts from IGNOU sent to monitoring examination processes and inspection of the Institutes will be borne by the NCHMCT.
- iii. 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. The travel costs of IGNOU members of the JCC for periodic visits to Institutes etc. will be borne by NCHMCT.
- iv. The travel cost of NCHMCT members of the JCC will be borne by NCHMCT.
- v. The cost of the JCC meetings will be borne by the party which hosts the meetings.
- vi. The 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.
- vii. The cost of organising orientation programmes for counselors of IGNOU courses will be borne by NCHMCT.

VI. VALIDITY

The MoU shall remain valid for a period of two years effective from September 1, 2015 (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. DISPUTE SETTLEMENT & 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 party 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.

Any expenditure on the part of IGNOU shall be as per IGNOU norms / rates.

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 of 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

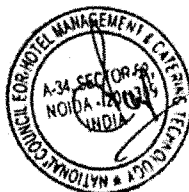
"All notices, requests or other communication hereunder shall be in writing and addressed to the Parties as follows:

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

If to NCHMCT Director / Secretary
NCHMCT,
Plot A-34, Sector – 62,
Institutional Area
Noida -201309
(UP)

XIII. FORCE MAJEURE

Neither IGNOU nor NCHMCT 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,



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sabotages, explosions or other similar or different contingencies beyond the reasonable control of the respective parties.

Notwithstanding anything contained herein above, the 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 (प्रशासक एवं वित्त) / सचिव / Director (A & F) Secretary
राष्ट्रीय होटल प्रबंध एवं कैटरिंग तकनीकी परिषद
National Council for Hotel Management & Catering Technology
(पर्वटन संस्थान, भारत सरकार / Ministry of Tourism, Govt. of India)

For the IGNOU

सुधीर बुधदेो / Sudhir Budhdeo
जुवाकिल (प्रशासन) / Registrar (Admn.)
इंदिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय
Indira Gandhi National Open University
मैदान गढ़ी, नई दिल्ली - 110068
Maldan Garhi, New Delhi - 110068

16/12/15

Witnesses:



- (S. MITRA)
DT-Div.
- (SANDIP SHARMA)

Witnesses:

- (RAVINDRA KUMAR)
अधीनस्थ / रविन्द्र कुमर / Prof. Ravindra Kumar
निदेशक प्रशासक / Director
पर्वटन एवं अतिथि प्रबंध विद्यापीठ / SOTHISM
- (Sonia Sharma)
Dr. Sonia Sharma
Co-ordinator-BHEM, MHA
SOTHSSM, IGNOU
Maldan Garhi
New Delhi - 110068

INFLIBNET Centre

Memorandum of Understanding (MoU) for Shodhganga/Shodhgangotri

(A Repository of Theses and Dissertations submitted to the Universities in India)

This Memorandum of Understanding (MoU) is made and entered into on 1 (Day) 1 (Month) 2016 (Year) between the INFLIBNET Centre, an IUC of University Grants Commission located at Gandhinagar, hereinafter referred to as "INFLIBNET" and IGNOU (University / Deemed University / Inter-University Centre), here in after referred to as the 'University'.

WHEREAS, INFLIBNET Centre, an Inter-university Centre of the University Grants Commission, as its mandate, promotes open access to scholarly content generated in universities. The Centre has computers, network, software infrastructure and technical know-how required for hosting electronic versions of theses and dissertations in open access with interface to search, retrieve and access these content.

WHEREAS IGNOU (University / Deemed University / Inter University Centre) has agreed to take part in the process of digitisation of old theses and dissertations (not available in computerized machine-readable format) and building-up of digital repository and to promote, share and host its ETD in 'Shodhganga: A reservoir of Indian theses submitted to the Universities in India' and other universities in open access. 'Shodhganga' is a name coined by INFLIBNET Centre for referring to the repository of Indian Electronic Theses and Dissertations. The word "Shodh" originates from Sanskrit and stands for research and discovery. The 'Ganga' is the holiest, longest and largest river in Indian subcontinent which has held heart of its people captive and drawn millions of people to its banks since the dawn of history. The Ganga is the symbol of India's age-long culture and civilization, ever changing, ever flowing, ever loved and revered by its people. "Shodhganga", a repository of theses and dissertations submitted to Indian universities, is expected to keep growing to a formidable size as more and more researchers from India submit their research works to this ever growing reservoir. Under the initiative called "ShodhGangotri", research scholars / research supervisors in universities are requested to deposit electronic version of approved synopsis submitted by research scholars to the universities for registering themselves for the Ph.D programme.

This Memorandum of Understanding (MoU) defines responsibilities, liabilities and commitments of the institutions involved to ensure proper system implementation, to meet the objectives pertaining to submission and access to Electronic Theses and Dissertations as envisaged by the UGC vide its Notification (Minimum Standards & Procedure for Award of M.Phil/Ph.D Degree), Regulation, 2009 dated 1st June, 2009.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, INFLIBNET and the University agree to the following terms and conditions:

I. INFLIBNET Centre

1. Provide access to ETD hosting server(s) at the INFLIBNET Centre 'Shodhganga'/Shodhgangotri' to the University with accompanied software interface enabling University / its student to create metadata and upload their theses and dissertations in ETD repositories designed for this purpose. The INFLIBNET will take the responsibility of keeping the data intact and usable, keep back-up of the data so as to avoid its loss. The INFLIBNET will deploy

Pg 1 of 4

सुधीर बुढाकोठी / Sudhir Budakoti
कुलाधिपति (प्रशासन) / Registrar (Admn)
इन्दिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय
Indira Gandhi National Open University
मैदान गंधी, नई दिल्ली-११००६९
Maidan Gathi, New Delhi 110069

श्री. अजीत शर्मा
Prof. Ajit Sharma
विश्वविद्यालय प्रशासक, एन
University Librarian, IGNOU

tools and techniques of digital preservation to ensure continuing access to scholarly content in digital formats and to protect them from media failure, physical loss and obsolescence.

2. Recommend to the UGC to extend financial assistance to the Universities under Sections 12(B) and 2(f) of UGC Act for digitization of theses and dissertations not available in computerized machine-readable format and / or for procurement and installation of a suitable computer system / infrastructure for creation of ETDs.
3. Provide configuration of system, specifications and technical guidance to the University for procurement of computer hardware and related systems for setting-up of ETDs.
4. Provide guidelines, technical standards and specifications for digitization of Ph.D. theses submitted to the university in past and for theses not available in computerized machine-readable format.
5. Impart training to at least one person from the university (from library field and / or from computer field) in creation, updation and computerized operation of digital repositories of ETDs especially on 'Shodhganga'.
6. Extend access to an anti-plagiarism software or provide services to evaluate theses for possible plagiarism and submit a report to the concerned university.
7. The INFLIBNET may refuse to host any material deemed by the INFLIBNET to be controversial in nature or is in violation of copyright act.
8. This right of refusal will not relieve the University / Ph.D. scholar of liability, both to INFLIBNET and to the public, for matter contained in the theses that may be libelous or actionable and to both INFLIBNET and copyright owners for copyright infringement by the Ph.D. Scholar.
9. The INFLIBNET Centre will not be responsible for i) errors, omissions, inaccuracies and quality of content or misinformation or for any damages caused to the user or any third party from the use of content provided in the theses; ii) safety and archiving of loaded content in cases of "force majeure" including natural calamities; and iii) printed version of theses.
10. INFLIBNET Centre will recommend or provide access to plagiarism software which university may use to detect plagiarism before awarding the degree.
11. The INFLIBNET Centre replicates the content of theses and dissertations on different server and other auxiliary storage media. However, the INFLIBNET Centre does not take the responsibility for the archiving or backing-up of loaded content. The universities, therefore, should also keep a back-up of their theses and dissertations.

[Handwritten Signature]
Dr. Anil Kumar Sharma
Director, INFLIBNET
University Library, IGVC

12. INFLIBNET Centre also maintains a repository called "Shodhgangotri" for hosting the approved synopses of research topic submitted to the universities by the students for registering themselves under the doctoral programme. Research students/their supervisors are encouraged to submit approved synopses/research proposals and register their priority on a research proposal through the repository.

II. The University

1. The University would grant non-exclusive worldwide license to the INFLIBNET Centre for hosting and distributing their theses in digital format in 'Shodhganga'/'Shodhgangotri' or any other server designated for this purpose.
2. The University / its researcher scholars agree to host / upload a computerized machine-readable file in mutually agreed format of all theses on to the 'Shodhganga'/'Shodhgangotri' server at the INFLIBNET.
3. The University will not hold INFLIBNET Centre responsible for any errors and omissions contained in the original theses.
4. The University commits to digitize theses and dissertations and their bibliographic records submitted to the university and provide necessary infrastructure including manpower support for operation of ETDs.
5. Commits to utilize the assistance provided by the UGC on recommendation of the INFLIBNET for implementation of ETDs including their digitization.
6. Deputes at least one person from the university (from library field or from computer field) for undergoing training on implementation of ETD organized by the INFLIBNET and ensure that the person trained by INFLIBNET on ETD is / are deployed for the same job.
7. Arranges to provide training to research scholars or users of its library and staff of colleges affiliated to University in creation of electronic version of theses and their deposition in the ETDs.
8. Ensures use of standard software and metadata schema suggested / provided by the INFLIBNET for setting-up / development / operation of its ETDs .
9. Creates bibliographic records of all theses and dissertations submitted to the university in standard bibliographic formats prescribed by the INFLIBNET Centre from time-to-time and contributes these records for inclusion in the INFLIBNET's Union Catalogue (IndCat).
10. Commits to sharing of library ETD resources / databases with the INFLIBNET Centre as well as with other universities.

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सुधीर बुडाकोटी / Sudhir Budakoti
कुलाचारिक (प्रशासन) / Registrar (Admin)
इन्दिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय
Indira Gandhi National Open University
मैदान गान्धी, नई दिल्ली-६९
Maidan Gandhi, New Delhi-69

श्री. जयदेव
Prof. Jaydeep
Library

11. The University would agree to host their ETDs in the digital repositories 'Shodhganga or other servers' set-up at the INFLIBNET Centre, and grant non-exclusive licence to the Centre to make electronic version of theses in full-text (theses that are born digital as well as those that are digitized using scanners / digital cameras) accessible through open access ETD.

12. The University shall not use electronic version of theses digitized using funds given by the UGC for any commercial purposes. The University shall not rent, sell or license the use of or deliver or release or otherwise part with the possession of the systems / software or the INFLIBNET ETDs databases, Shodhganga or any part thereof to any other party (individual, institution, organization, etc.)

13. The University will also commit their own funds or grants for fulfillment of the project, if the project on implementation of ETDs demands more resources and funds to complete it.


14. The University will use the plagiarism software recommended by the INFLIBNET and made accessible to test the thesis submitted by the student for plagiarism before awarding the Degree. If the university is not subscribing to such software, it will use the software from the nearest Regional Centre, if any.

15. University would encourage and ensure that Research Scholars/ Research Supervisors deposit host their approved Research Proposals/ approved synopses on the "Shodhgangotri" once Ph.D. is registered.


III. Termination

Both, the Parties, will have rights to terminate the MoU at any time in case of breach of obligations and terms and conditions of the MoU. This MoU signed hereunder may be terminated by either party at anytime upon ninety (90) days prior written notice. Upon termination of this Agreement, the INFLIBNET / University will stop hosting their theses immediately while keeping the theses already deposited by the University in its archives for its users. The University shall stop using the INFLIBNET's ETD facilities and databases and return any software / hardware or digitized content provided by or through the INFLIBNET, back to INFLIBNET within the 3 months notice period.

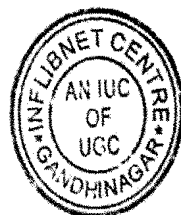
IN WITNESS WHEREOFF, the parties hereto executed this MoU on this date above mentioned.


UNIVERSITY: सुधीर बुडाकोटी / Sudhir Budakoti
कुलपति (प्रशासन) / Registrar (Admn.)
द्विचक्रा गोपी राष्ट्रीय म. अ. विश्वविद्यालय
राष्ट्रीय गांधी राष्ट्रीय म. अ. विश्वविद्यालय
Vice Chancellor / Registrar
National Open University
New Delhi-68

(Name, Signature and Seal)


INFLIBNET
Dr. Jagdish Arora,
Director

INFLIBNET Centre,
An IUC of University Grants Commission,
Infocity, Gandhinagar - 382 007.



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GRANT OF PERMISSION AGREEMENT

BETWEEN

MINISTRY OF INFORMATION & BROADCASTING

GOVT. OF INDIA

AND

Indira Gandhi National Open University

FOR

OPERATING FM RADIO BROADCASTING SERVICE

For Educational Purposes only

"Gyanvani"

(उप. सच. मंत्रालय)
(S. R. YADAV)
उप सचिव/Deputy Secretary
सूचना एवं प्रसारण विभाग
Min. of Information & Broadcasting
नया दिल्ली, भारत
Govt. of India, New Delhi

सुधीर बुडाकोटी / Sudhir Budakoti
सुसचिव (प्रशासन) / Registrar (Admn)
इन्दिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय
Indira Gandhi National Open University
केन्द्रीय परिसर, नई दिल्ली-65
Maind Garia, New Delhi-65



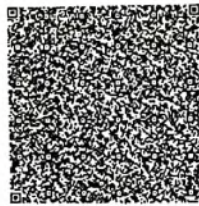
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Government of National Capital Territory of Delhi

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 Unique Doc. Reference : SUBIN-DL707503336997890697260
 Purchased by : REGISTRAR IGNOU
 Description of Document : Article 5 General Agreement
 Property Description : Not Applicable
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : REGISTRAR IGNOU
 Second Party : Not Applicable
 Stamp Duty Paid By : REGISTRAR IGNOU
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



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GRANT OF PERMISSION AGREEMENT

This Agreement is made on this 19th day of Feb., 2016 between the President of India acting through Deputy Secretary (FM), Ministry of Information and Broadcasting, Government of India, Shastri Bhawan, New Delhi (hereinafter called the Grantor) on the One part and Indira Gandhi National Open University, an Autonomous Body operating under Ministry of Human Resource Development (hereinafter called the Permission Holder, represented by the Registrar (Administration) of the Other part.

(S. R. YADAV)

Deputy Secretary

Min. of Information & Broadcasting

Statutory Administration, New Delhi

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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.

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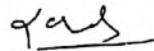
सुधीर बुडाकोटी / Sudhir Budakoti
 हुताधिकारी (प्रशासन) / Registrar (Admin)
 इन्दिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय
 Indira Gandhi National Open University
 कक्षा नं. 100
 मैदान गांधी, नई दिल्ली-68

WHEREAS pursuant to "the request of the Permission Holder" the Grantor has agreed to grant permission to the Permission Holder, on terms & conditions appearing hereinafter to maintain and operate FM radio broadcasting channel at 37 centers as per details at Annexure I for educational purposes only and the Permission Holder has agreed to accept the same.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. Unless otherwise mentioned in the subject or context appearing hereinafter, in this Agreement, words and expressions shall, unless the context otherwise requires, have the same meaning as is respectively assigned to them herein under:
 - 1.1 "Applicable Systems" shall mean all the necessary equipment/systems engineered to provide Broadcast Services as per operational/technical and quality requirements and other terms and conditions of the Grant of Permission Agreement.
 - 1.2 "Broadcast Channel" shall mean the isolated program path of the Permission Holder including VHF FM Band (87-108 MHz) Broadcast frequency, as assigned by the Wireless Operational License distributed geographically to minimize channel interference.
 - 1.3 "Broadcast Equipment" shall mean any equipment used for production, storage and transmission of programs by the Permission Holder.
 - 1.4 "Broadcast Service" shall mean the audio broadcast by FM radio channels including entertainment, education and information dissemination on the main carrier including news bulletins of All India Radio in exactly the same format (unaltered) on such terms and conditions as may be mutually agreed with Prasar Bharati. No other news and current affairs programs are permitted.
 - 1.5 "Channel Identity" shall mean the brand name of the FM channel as approved by the Grantor.
 - 1.6 "Height of Antenna above Average Terrain (HAAT)" is the height of the center of radiation of the antenna above average elevation of the terrain between 3 and 15 Km from the antenna for each radial.
 - 1.7 "Effective Height of Antenna above Average Terrain (EHAAT)" is the average of HAATs for 8 radials spaced every 45 degree of azimuth starting with true north.
 - 1.8 "Effective Radiated Power (ERP)" is the product of the transmitter output power and Antenna Gain relative to half wave dipole.
 - 1.9 "Frequency Assignment" shall mean the specific Radio Frequency (RF) carrier with associated technical parameters such as RF power, bandwidth etc. to the particular FM channel as assigned by the Department of Telecommunication, Ministry of Communications & IT, Government of India.
 - 1.10 "Grant of Permission Agreement" or "The Agreement" shall mean this Agreement with all amendments/modifications thereto.
 - 1.11 "Outsourcing" will mean any agreement or arrangement by the Permission Holder, by which production work in respect of programme content are allocated to any other company or agency or any other entity.
 - 1.12 "Permission" shall mean the permission for setting up the FM Radio Channel, as granted by the Grantor to the Permission Holder in pursuance of this agreement.
 - 1.13 "Program Content" shall mean the broadcast presentations made in the FM Channel of the Permission Holder.
 - 1.14 "Public Interest Announcement" shall mean any announcement in public interest or for public safety as provided by the Central Government or the State Government concerned.

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(सचिव, जन. संचालन)
(G. R. YADAV)
उप सचिव/Deputy Secretary
सूचना तथा संचालन विभाग
Min. of Information & Broadcasting
एन.ए. रोड, नई दिल्ली
Govt. of India, New Delhi



सुधीर बुडाकोटी / Sudhir Budakoti
सूचना विभाग / Registrar (Admn)
राष्ट्रीय ओपन यूनिवर्सिटी का मुख्यालय
National Open University
एन.ए. रोड, नई दिल्ली-68
New Delhi, New Delhi-68

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1.15 "SACFA" shall mean the "Standing Advisory Committee on Radio Frequency Allocation" of the Wireless & Planning Co-ordination wing of Ministry of Communications & IT, Government of India.

2. The Grantor hereby grants on non-exclusive basis for a period of fifteen (15) years, the permission to establish, maintain and operate the FM Radio Broadcasting Channels at 37 cities as per details at Annexure I.

3. The guidelines issued from time to time by the Licensor and the terms and conditions of the wireless Operational License to be issued by the Wireless Planning & Coordination Wing in the Ministry of Communications, Government of India shall form part and parcel of this License Agreement.

4. **Period of Permission:-**

4.1 The Permission shall be valid for a period of fifteen (15) years from the effective date as defined below. There shall be no extension and the Permission, unless cancelled or revoked earlier, shall automatically lapse and expire at the end of the aforesaid fifteen years' period and the Permission Holder shall thereafter have no rights whatsoever to continue to operate the Channel after the date of expiry of the Permission. Grantor at the appropriate time shall determine procedure for issue of fresh permissions.

4.2 The effective date of the Permission Period shall be reckoned from the date of renewal of the Wireless Operational License by the WPC.

4.3 The permission shall be for free to air broadcasts on main carrier and data on sub-carriers.

5. **Requirement to Provide FM Broadcasting:-**

The Permission Holder shall be solely responsible for the installation and operation of necessary equipment and systems as well as attending to claims and damages arising out of his operation. The Permission Holder shall own the transmitter including program links.

5.1 The permission is for free to air broadcasts of Educational programmes only. The permission holder shall not use the frequency for any other purpose.

6. **Prohibition of Certain Activities**

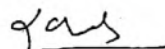
6.1 The Permission is non-transferable. The Permission Holder shall not be competent to grant a sub-Permission directly or indirectly.

6.2 The Permission Holder may resort to outsourcing of content production as well as leasing of content development equipment as long as it does not impact the permission holder's right as FM broadcaster and enjoys complete control over the channel. However, the permission holder will be fully responsible for any violations/omissions of the provisions w.r.t. content as contained in Clause 8 here under in this regard.

6.3 The Permission Holder may hire or lease broadcasting equipments on long-term basis as long as it does not impact permission holder's right as FM Radio broadcaster and enjoys complete control over the channel. However, the permission holder will be fully responsible for any violation of the technical parameters as stipulated in Clause 8.

6.4 The permission holder shall not enter into any borrowing or lending arrangement with other Permission holders which may restrict its management or creative discretion to procure or broadcast content or its marketing rights.

6.5 The Permission Holder shall ensure that there is no linkage between a party from whom a programme is outsourced and an advertising agency.



(S. P. YADAV)
(S. P. YADAV)
Secretary/Deputy Secretary
Min. of Information & Public Relations
Government of India, New Delhi



सुधीर बुढकोटी / Sudhir Budakoti
सुपरीवेर (अध्यापक) / Registrar (Admin.)
हिन्दू विश्वविद्यालय
India Gandhi National Open University
असम रोड, नई दिल्ली-६०
Madan Garh, New Delhi-60

- 6.6 The Permission Holder shall ensure that no content, messages, or communication, transmitted in its Broadcast Channel is objectionable, obscene, unauthorized or inconsistent with the laws of India.
- 6.7 The Permission Holder shall not either directly or indirectly assign or transfer its right in any manner whatsoever under this Agreement to any other party or enter into any Agreement for sub-Permission and/or partnership relating to any subject matter of the Permission to any third party either in whole or in part. Any violation of the terms shall be construed as breach of this Agreement.
- 6.8 The permission holder shall fix or modify the "Channel Identity", which is the brand name of the FM Radio Channel, only after prior approval of the Grantor.

7. **National Security and Other Conditions**

- 7.1 The Grantor shall have the right to temporarily suspend the Permission of the Permission holder in public interest or for national security for such period or periods as it may direct. The Permission holder shall immediately comply with any directives issued in this regard failing which the permission issued shall be revoked and the Permission Holder disqualified to hold any such permission in future for a period of five years.
- 7.2 The Permission holder shall not use any equipment, which are identified as unlawful and/or render network security vulnerable.
- 7.3 The Permission Holder shall be required to obtain security clearance of all foreign personnel likely to be deployed for more than 60 days in a year by way of appointment, contract, consultancy, or in any other capacity for installation, maintenance, operation or any other services prior to their deployment.
- 7.4 The Grantor reserves the right to modify at any time the terms and conditions of the Permission, if in its opinion it is necessary or expedient to do so in the interest of national security or public interest. The decision of the Grantor shall be final in this regard.

8. **Programme Content:-**

- 8.1 The Permission Holder shall follow the same Programme and Advertisement codes as followed by All India Radio as amended from time to time or any other applicable code, which the Central Government may prescribe from time to time.
- 8.2 The Permission Holder shall also broadcast Public Interest Announcements as may be required by the Central Government/concerned State Government for maximum of one hour per day suitable/proportional time slots interspersed during that day shall be earmarked for this purpose. In case the total demand of Central Government and the State Government exceeds one hour per day, the concerned State Government shall be eligible for announcements covering only the period remaining after meeting the demand of the Central Government.
- 8.3 The Permission Holder shall ensure that at least fifty percent (50%) of the programmes broadcast by it are produced in India.
- 8.4 The Permission Holder shall be exclusively liable for the content broadcast and shall indemnify and keep the Grantor indemnified for any damage, loss or claim occasioned by the broadcast of any content by the Permission Holder

9. **Technical Parameters and standards:-**

- 9.1 The Permission Holder shall comply with the following technical parameters and standards both for transmission and audio quality of the service.
- 9.2 **Technical Parameters**
The transmission equipment including antenna are to conform to the following technical parameters:

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गुरु गुरु / Sudhir Budekoi
सचिव (अध्यक्ष) / Registrar (Admin.)
एन ओ सी यू / Indira Gandhi National Open University
एन ओ सी यू / Indira Gandhi National Open University
एन ओ सी यू / Indira Gandhi National Open University
Maidan Garhi, New Delhi-68

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(a) ERP and EHAAT :

Effective Radiated Power (ERP) (kW)		Antenna Height (EHAAT) (Meters)	
Min.	Max.	Min.	Max.
1	50	40	200

[Note 1: For the purposes of this Clause the terms ERP and EHAAT shall mean the following:

- i. "Height of Antenna Above Average Terrain (HAAT)" is the height of the center of radiation of the antenna above average elevation of the terrain between 3 and 15 Kms. From the antenna for each radial.
- ii. "Effective Height of Antenna Above Average Terrain (EHAAT)" is the average of HAATs for 8radials spaced every 45 degree of azimuth starting with true north.
- iii. "Effective Radiated Power (ERP)" is the product of the transmitter output power and Antenna Gain relative to half wave dipole.

Note 2: In cases where:

- i. it may not be possible to remain within the prescribed limits of EHAAT due to topographical constraints or non-availability of a suitable tower meeting the prescribed values of EHAAT, or due to any security considerations that the Government may deem appropriate to factor in; or
- ii. the EHAAT/ERP needs to be fixed to take care of signal interference or security concerns or concerns relating to safety of flight in the vicinity,

The Permission Holder shall have to adjust the ERP of their transmitters so as to lay RF signal not exceeding that due to combination of maximum ERP and maximum EHAAT, as may be prescribed.]

Note 3: In case of interim set up, the LOI/Permission Holder shall, as far as practicable, adhere to the technical parameters for the respective cities. In case, it is not possible, it should ensure that the coverage from the interim set up is not less than 60% by area of the coverage of the permanent set up.

- b) Antenna Polarization : Circular
- c) Stereophonic Transmission System : Pilot-tone
- d) Pre-emphasis in transmission system : 50 micro-sec
- e) Maximum Deviation in transmission system: +/- 75 KHz.
- f) Harmonic/spurious : Should conform to the ITU-Radio regulation and relevant ITU-R Recommendations
- g) Frequency Stability : Should conform to ITU Radio Regulations

9.3. Technical Standards:-

- a) The Permission Holder shall comply with the audio and transmission standards for FM sound broadcasting at each center conforming to the ITU-R (International Telecommunication Union) Recommendations viz. 450-3, 467, 646 and 644-1.
- b) The Permission Holder shall also comply with the technical standards on data broadcasting on FM sub-carriers, whenever introduced, conforming to ITU-R Recommendations viz. 643-1 and BS-1194:2.

10. Provisions relating to data broadcasting services in FM sub-carriers:-

- 10.1 The services provided will be free-to-air services and no charges will be required to be paid by listeners to the Permission Holder for such services.
- 10.2 None of the data services will carry any audio/video/text/data falling within the purview of news and current affairs.

S. R. YADAV

(S. R. YADAV)
 Deputy Secretary
 Min. of Information & Broadcasting
 Govt. of India, New Delhi

[Signature]

Registrar (Admin)
 Indra Gandhi National Open University
 Maidan Garhi, New Delhi-68

- 10.3 Any broadcasts as part of data services will also be required to adhere to monitoring and storage requirements as provided herein.
- 10.4 Any service specific to an individual listener/subscriber like radio paging will not be permissible as such services require a separate permission/license from DOT.
- 10.5 Emergency warning services (EWS) if provided should only be used with the specific approval and guidance of the local District Administration.

11. Networkings:-

- 11.1 The Permission Holder will be permitted to network its Channels in its own network, within the country. However, it is also to be ensured that at least 20% of the total broadcast in a day (reckoned from 0000 hrs to 2400 hrs), is in the local language of that city and promotes local content. This may include the Radio Jockey speaking in local language(s)/ dialect(s) or programmes focused on local education / culture / tradition/folk music etc. or other permissible programmes in the local language(s)/dialect(s).
- 11.2 The Permission Holder shall not be permitted to network any of its channels in any of the cities with any other Permission Holder.

12. WPC Wing's License:-

- 12.1 Spectrum Charges (License fee & royalty) as prescribed by WPC which may be revised from time to time, shall have to be paid by the Permission Holder towards grant of Wireless Operating License for usage of radio frequency.
- 12.2 The Permission Holder shall not cause harmful interference to other wireless station. WPC Wing will have the sole discretion to take practicable and necessary steps for elimination of harmful interference, if any, to other licensed users.
- 12.3 The Wireless Planning and Coordination Wing, Ministry of Communications & IT shall have the right to inspect from time to time the installation from technical angles to check conformity with Wireless Operational License conditions.

13. Monitoring and Requirement to Furnish Information:-

- 13.1 The Permission Holder at its own cost shall,
- (a) Preserve the recordings of content broadcast by the Permission Holder for a period of three months from the date of broadcast and produce the same to the Grantor or its authorized representative, as and when required; and
- (b) Provide the necessary equipment, services and facilities at designated place(s) as may be required and shall pay such charges as may be required for continuous monitoring of the broadcast content by or under supervision of the Government or its authorized representative.
- 13.2 The permission holder shall be liable to furnish to the Government of India or its authorized representative or TRAI or its authorized representative, such reports, accounts, estimates, returns or such other information and at such periodical intervals or at such times as may be required. -An annual report shall also be required to be submitted by the Permission Holder detailing the broadcast activities across its 37 stations
- 13.3 The Permission Holder shall submit all such information as may be required by the Grantor to dispose of complaints by public with respect to its broadcast.

Page 7 of 14

[Handwritten Signature]

(S. R. YADAV)
 (S. R. YADAV)
 Deputy Secretary
 Ministry of Information & Broadcasting
 New Delhi

[Handwritten Signature]

Sudhir Budakoti
 Registrar (Admin.)
 Indra Gandhi National Open University
 New Delhi

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14. **Inspection:-**

- 14.1 The Grantor or its authorized representative or TRAI or its authorized representatives, shall have the right to inspect the broadcasting facilities. No prior permission/intimation shall be required to exercise the right of Grantor or its authorized representative to carry out the inspection. The Permission Holder will, if required by the Grantor or its authorized representative, provide necessary facilities for continuous monitoring for any particular aspect of the Permission Holder's activities and operations.
- 14.2 The inspection will ordinarily be carried out after reasonable notice except in circumstances where giving such a notice will defeat the very purpose of the inspection.
- 14.3 The Grantor shall carry out periodic technical audit of the technical setup at the cost of the permission holder through a designated agency.

15. **Furnishing Information to the Grantor and preparation of Accounts:-**

- 15.1 The Permission Holder shall furnish the operationalisation report duly authenticated by BECIL/System integrator in the format given at Annexure-II to this agreement within a period of one month from the date of signing of this agreement. In the case of Delhi, the permission holder shall furnish the operationalisation report within a period of one month from shifting to the co-location facility.
- 15.2 The Permission Holder shall furnish to the Grantor, such documents, reports, accounts, estimates, returns or such other information and at such periodic intervals or at such times as the Grantor may require, in addition to an annual report of the Permission Holder

16. **Disputes with Other Parties:-**

- 16.1 In the event of any dispute between the Permission Holder and any party other than the Government (including in relation to the Permission and/or Broadcasting services, etc.) due to any reason whatsoever, it shall be the sole liability of the Permission Holder to resolve such dispute amicably or otherwise with the other party and the Government shall have no liability whatsoever in this regard. Further, the Permission Holder shall undertake to fully indemnify and keep the Government harmless in respect of any action, claim, suit, proceeding, damage or notice to/against the Grantor for any act of omission or commission on the part of the Permission Holder, its agents, employees, representatives or servants.

Provided that if any such third party dispute arises on account of non-observance or breach of any rules or regulations or any other terms and conditions of Licenses by the Permission Holder as provided, the Government shall also have the right to take any action against the Permission Holder as per the terms and conditions of permission.

17. **Dispute Resolution and Jurisdiction:-**

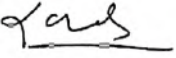
- 17.1 Dispute resolution shall be as per the provisions of Telecom Regulatory Authority of India Act, 1997 as amended from time to time or such other laws applicable to resolution of such disputes.
- 17.2 Subject to clause 21.1, the High Court of Delhi at New Delhi shall have the jurisdiction over all disputes.


18. **Confidentiality:-**

Subject to applicable laws, the Permission Holder hereby agrees that for the term of this Agreement (except with the prior written consent of the other Party):

- (a) It shall not disclose details of this Agreement to any third party other than its employees, agents and/or advisers (only to the extent necessary in the usual course of business and/or as required by Applicable Law);

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(श्री. जी. ए. यदव)
(G. F. YADAV)
उप सचिव/Deputy Secretary
सूचना एवं प्रसारण विभाग
Min. of Information & Broadcasting
एन.एन.टी. नई दिल्ली
India, New Delhi


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Indira Gandhi National Open University
ब्लॉक नई, नई दिल्ली-६९
Maidan Garh, New Delhi-69

(b) It shall maintain confidentiality of all information exchanged between the Parties, including pricing information and other proprietary knowledge, and not to use such for the benefit of any third party.

19. **Penalties:-**

19.1 For Non operationalisation of Awarded License:-

19.1.2 The Ministry of Information & Broadcasting may also revoke the permission if the channel is closed down either continuously or intermittently for more than 180 days in any continuous period of 365 days for whatever reason.

19.2 In case there is any violation of conditions cited in clauses 7.1 above, Grantor may suo-moto or on basis of complaints take cognisance and place the matter before the Inter-Ministerial Committees on Programme & Advertising Codes for recommending appropriate penalties. On the recommendation of the Committee a decision to impose penalties shall be taken. However, before the imposition of a penalty the permission holder shall be given an opportunity to represent its case. The Grantor shall, however be at liberty to specify any other mechanism to take action for such violations.

19.3 Except wherever provided otherwise, in the event of a permission holder violating any of the terms and conditions of permission or any other provisions of the FM Radio Policy, the Grantor shall have the right to impose the following penalties:

19.3.1 In the event of first violation, suspension of the permission and prohibition of broadcast up to a period of 30 days.

19.3.2 In the event of second violation, suspension of the permission and prohibition of broadcast up to a period of 90 days.

19.3.3 In the event of third violation, revocation of the permission and prohibition of broadcast up to the remaining period of the Permission.

19.3.4 In the event of any violation as mentioned in Clause 24.2 the Grantor shall be well within its right to award a lesser penalty which may include issuance of an advisory or a warning or a direction to run an apology on the channel or in any other manner depending on the gravity of the violation.

19.3.5 In the event of the failure of the Permission Holder to comply with the penalties imposed within the prescribed time, revocation of permission and prohibition to broadcast for the remaining period of the permission and disqualification to hold any fresh permission in future for a period of five years.

19.4 In the event of suspension of permission, the permission holder will continue to discharge its obligations under the terms and conditions of permission.

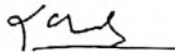
19.5 In the event of revocation of Permission, the Grantor shall not be responsible for any investment towards the operationalisation of the channel, not limited to capital and operating expenditure, in case of imposition of any penalty referred above.

19.6 All the penalties mentioned above shall be imposed only after giving a written notice to the permission holder to rectify the violation within a period of 15 days, failing which he shall be liable for the proposed penalty.


20. **Surrender of Permission:-**

20.1 The Permission Holder may surrender the Permission by giving an advance notice of one month to the Grantor as well as to all concerned/affected parties including the listeners of the service to this effect. The Permission Holder shall however, continue to observe all obligations, terms and conditions of

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(स. र. यदव)
(S. R. YADAV)
उप सचिव/Deputy Secretary
सूचना एवं संचार विभाग
Min. of Information & Broadcasting
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permission including the criteria for the quality of broadcast during the notice period and any failure to do so shall be regarded as breach of Permission conditions.

- 20.2 In case of surrender of Permission, the Grantor may (at its own discretion), in order to ensure the continuity of the Broadcast, take over the FM Radio Broadcast Channel of the Permission Holder or issue Permission to another eligible Permission Holder/agency/entity for running the service. The Permission Holder shall be obligated to facilitate the transfer of Permission to the new Permission Holder or the Grantor, and of all assets as are essential and necessary for continuity of the service on payment of such compensation as may be mutually agreed.

21. Waiver:-

Waiver by the Grantor on default by the Permission Holder in the observance and performance of any provision of or obligations under this Agreement:

- (a) shall not be deemed by mere inaction or delay in action on the part of the Grantor and shall not be effective unless it is in writing and executed by a competent officer of the Grantor;
- (b) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement; and
- (c) shall not affect the validity or enforceability of this Agreement in any manner.

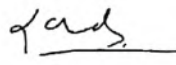
22. Force Majeure during the permission period:-


- 22.1 If at any time, during the continuance of permission, the performance of any obligation either in whole or in part by any party is prevented or delayed, by reason of war, hostility, acts of enemy, civil commotion, sabotage, fire, flood, act of State or Center, explosion, epidemic, quarantine restriction, strikes materially affecting the performance of any obligations of affected party, or act of God (all or any of these hereinafter referred to as "Force Majeure Event"), neither party shall, by reason of such Force Majeure Event be entitled to terminate this Permission, nor shall either party have any claim for damages against the other, in respect of such non-performance or delay in performance provided a notice of such happenings of any such Force Majeure Event is given within 21 days from the date of occurrence thereof. Provided further that services under this Permission shall be resumed as soon as practicable, after such Force Majeure Event comes to an end or ceases to exist. The decision of the Grantor as to whether the services may be so resumed or not, shall be final and conclusive.

- 22.2 If the broadcast of the Permission Holder remains discontinued due to such Force Majeure Event for more than two months, the parties shall meet together to discuss the future course of action.

23. Miscellaneous:-

- 23.1 The grant of permission shall be subject to the condition that the permission Holder shall comply with any regulation, order and directions issued by TRAI from time to time under the TRAI Act 1997.
- 23.2 The permission shall be governed by the laws of India including the provisions of Telecom Regulatory Authority of India Act, 1997, Indian Telegraph Act 1885 and Indian Wireless Telegraphy Act 1933 as amended from time to time and any other law as applicable to broadcasting which has or may come into force.
- 23.3 The Government shall have the right to modify at any time the terms and conditions of this permission, if in the opinion of the Government it is necessary or expedient to do so in public interest or in the interest of the security of the State. The decision of the government shall be final and binding in this regard.
- 23.4 The orders/guidelines issued or to be issued from time to time by the Grantor or any Regulatory Authority for Broadcasting Services, and the Wireless Operational License issued by the Wireless


(S. R. YADAV)
उप सचिव / Deputy Secretary
सूचना एवं प्रसारण विभाग
Min. of Information & Broadcasting
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New Delhi


सुधीर बुढाकोली / Sudhir Budakoli
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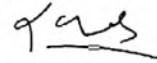
Planning & Coordination Wing in the Department of Telecommunications, Ministry of Communication & IT, Government of India under Section 4 of the Indian Telegraphs Act, 1885 as amended from time to time, shall form part and parcel of this Agreement.

23.5 Notwithstanding anything contained anywhere in this Agreement, the grant of permission shall be subject to the condition that as and when any regulatory authority to regulate and monitor the Broadcast Service in the country is constituted, the permission Holder shall also adhere to the norms, rules and regulations laid down by such authority or any Applicable Law to regulate and monitor the Broadcast Service in India. The Permission Holder shall also obtain and keep effective all environmental clearances, if any, and shall comply with requirements of the Electricity Act, Factories Act and other applicable Acts.

IN WITNESS WHEREOF the parties hereto have executed this Agreement, the day, month and year as hereinabove mentioned.

Signed Executed and Delivered on behalf
of President of India
by _____

Signed Executed & Delivered on behalf
Of IGNOU _____



(श्री. ग. र. यदव)
(G. R. YADAV)
उप सचिव/Dputy Secretary
सूचना एवं संचार विभाग
Min. of Information & Broadcasting
राज्य सरकार, नई दिल्ली
New Delhi, New Delhi



सुधीर बुढकोटी / Sudhir Badakoti
सूचक (प्रशासन) / Registrar (Admn)
इंदिरा गांधी राष्ट्रीय उच्च शिक्षण विभाग
Indira Gandhi National Open University
एन २०, नई दिल्ली-६०
Maidan Ghat, New Delhi-60

ANNEXURE-1

List of IGNOU Gyan Vani FM Radio Stations

S.No.	Name of stations
1	Agra
2	Ahmadabad
3	Allahabad
4	Aurangabad
5	Bangalore
6	Bhopal
7	Chandigarh
8	Chennai
9	Cochin
10	Coimbatore
11	Cuttack
12	Delhi
13	Guwahati
14	Hyderabad
15	Indore
16	Jabalpur
17	Jaipur
18	Jalandhar
19	Kanpur
20	Kolkata
21	Lucknow
22	Madurai
23	Mumbai
24	Mysore
25	Nagpur
26	Panaji
27	Patna
28	Pune
29	Rajpur
30	Rajkot
31	Shillong
32	Srinagar
33	Tiruchirapalli/Trichi
34	Tirunelveli
35	Tiruvananthapuram
36	Varanasi
37	Vasakhatnam

Yard

Page 12 of 14

(सू. प्र. सचिव)
(S. P. YADAV)
सू. सचिव/Deputy Secretary
सूचना एवं प्रसारण विभाग
Min. of Information & Broadcasting
सूचना विभाग, नई दिल्ली
Govt. of India, New Delhi

सू. प्र. सचिव / Sushir Budakoti
सूचना (सूचना) / Registrar (Admn.)
इंदिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय
Indira Gandhi National Open University
सू. सं. १, द्वारका रोड
Maudan Garh, New Delhi-68

PROFORMA FOR THE OPERATIONALISATION REPORT
TO BE SUBMITTED BY THE PERMISSION HOLDER

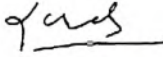
1. Name of the City:
2. Name and address of the Permission Holder:
3. Details on the status of the Permission Holder's FM Radio Broadcast facility:


Activity	Date (dd/mm/yy)
(i) Date of receipt of permission from the Grantor	
(ii) Date of application filed with WPC for frequency allocation.	
(iii) Date of Application filed with WPC for SACFA clearance	
(iv) Date of receipt of frequency allocation	
(v) Date of receipt of SACFA clearance	
(vi) Date of signing agreement with Prasar Bharati.	
(vii) Date of signing GOPA	
(viii) Date of issue of permission	
(ix) Date of completion of FM Radio Channel installation	
(x) Date of issue of Wireless Operational License by the WPC	
(xi) Date of commissioning of broadcast by the Permission Holder	

Note: Wherever there are changes in the frequency, transmitter site location, antenna height etc. the revised WOL would need to be obtained from WPC Wing, Department of Telecommunication, Ministry of Communication & IT after obtaining new frequency spot, fresh SACFA clearance, as appropriate.

4. Give the following particulars about the site of studio
 - (a) Area
 - (b) Coordinates
 - (c) Postal Address
 - (d) Whether free hold or lease
 - (e) In case of lease, give the period to lease
 - (f) Whether the site is within Municipal/Corporation/City Development Authority Limits?
5. Give the following details about the transmission equipment installed.
 - (a) Effective Radiated Power (ERP) of the transmitter:
 - (b) Effective Height of the Antenna above Average Terrain (EHAAT):
 - (c) Antenna Polarization
 - (d) Gain of the antenna.
 - (e) Type of Stereophonic Transmission System
 - (f) Pre-emphasis to be employed

Page 13 of 14


(OFF. DIR. WPC)
(G. R. YADAV)
वा. सचिव/Deputy Secretary
मंत्रालय सूचना एवं प्रसारण
Min. of Information & Broadcasting
एन. टी. रोड, नई दिल्ली
New Delhi, New Delhi.


सुधीर बुढकोटी / Sudhir Budakoti
सचिव (प्रशासन) / Registrar (Admin)
इंदिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय
Indira Gandhi National Open University
मैदान कर्म, नई दिल्ली-६९
Maidan Karm, New Delhi-69

- (a) Max deviation
(b) Operational Frequency of Channel
6. Give the following details about the Studio Setup.
- Number and types of studios/booths.
 - Brief Particulars of Mixing and Switching Systems.
 - Brief Particulars about Recording/Playback equipment.
 - Details of ST Link if used
7. Has the field strength/reception survey been carried out? Enclose a copy of the report.
8. Give the following details about the power supply connection obtained.
- Load
 - Supply Voltage
 - Whether 3 phase or single phase
9. Have the recommendations for Fire Fighting arrangements been obtained and adequate Fire Fighting equipment installed?
10. Are regulations concerning tower lighting being followed and necessary facilities for the same provided?
11. Whether necessary infra-structure for continuous recording and monitoring of broadcast made by the Permission Holder as required by the Government to enable it to dispose-off complaints by the public with respect to the broadcasts made by the Permission Holder?
12. Is the Permission Holder complying with the audio and transmission standards for FM broadcasting as stipulated in license conditions?

Name, Designation & Signature

of the Authorized Signatory of the

Permission Holder.

Dated:.....

Authenticated by:

Name, Designation & Signature

Of the Authorized Signatory of Prasar Bharati.

Dated:.....

[Handwritten Signature]

(S. R. YADAV)
 Sr. Supt./ Deputy Secretary
 Min. of Information & Broadcasting
 Govt. of India, New Delhi

Page 14 of 14

सुधीर बुढाको / Sudhir Budakoo
 Register (Admin)
 Indra Gandhi National Open University
 Madan Mohan, New Delhi-69

6



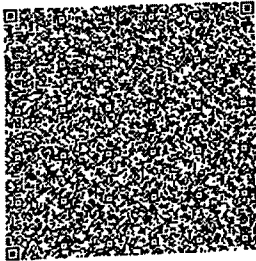
सत्यमेव जयते

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

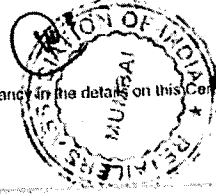
AND

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
 सुधीर (अध्यापक) Registrar (Admn.)
 इन्दिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय
 Indira Gandhi National Open University
 मजिस्ट्रेट कार्यालय
 Main Office, New Delhi
 Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
 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.

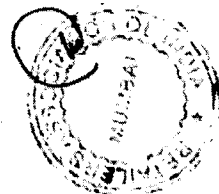
WHEREAS the "rai" has been registered under Section 25 of the Companies Act 1956, being the unified voice of Indian retailers and aims at uplifting the standards of overall retailing in the country.

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
Indira Gandhi National Open University
मैदान गार्डन, नई दिल्ली-68
Maidan Garh, New Delhi-68



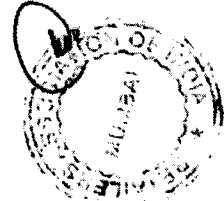
2. Responsibilities of IGNOU

- (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" :

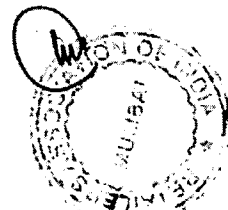
- (i) RAI will provide sponsored candidates for BBA Retailing Programme.
- (ii) RAI will provide Internship at its own cost to all non-sponsored candidates with a stipend to be decided in consultation with the Industry. However, if the place of internship is not suitable to the learners or learners have 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.

सुधीर बुदकोटी / Sudhir Budakoti
कुलसचिव (प्रशासन) / Registrar (Admin.)
इन्दिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय
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
 Indra Gandhi National Open University
 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 नं. २१, 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

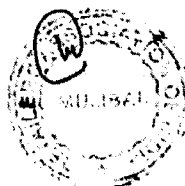
If any doubt arises as to the interpretation of the provisions of this agreement or as to the matters not provided therein, parties to this agreement shall consult with each other for each instance and resolve such doubts in good faith.

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 गांधी राष्ट्रीय मुक्त विश्वविद्यालय
Indira Gandhi National Open University
प्लॉट नं. 05, द्वारका-05
Maidan Garhi, New Delhi-05



- (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

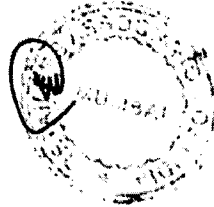
Nothing in this Agreement shall be deemed to constitute or create an association, trust, partnership or joint venture between the Parties nor constitute any Party the agent of any other Party for any purpose.

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

7



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.

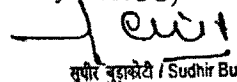

सुधीर बुडाकोटी / Sudhir Budakoti
जुलूसविव (राजसल) / Registrar (Admn)
इन्दिरा गान्धी राष्ट्रीय मुक्त विश्वविद्यालय
Indira Gandhi National Open University
भारत गरी, नई दिल्ली-६६
Maidan Garhi, New Delhi-66



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 Rajagoni
CEO, RAI


Witnesses:

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


Name LAWRENCE FERNANDES
Designation DIRECTOR - RETAIL
LEARNING
Address RAI


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INDIA NON JUDICIAL

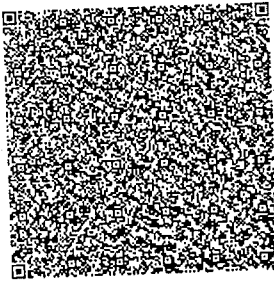


सत्यमेव जयते

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL251041480377090
Certificate Issued Date : 10-Mar-2016 10:59 AM
Account Reference : IMPACC (SH)/ dlshimp17/ SAKET/ DL-DLH
Unique Doc. Reference : SUBIN-DLDSLHIMP17490204690418720
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 : NATIONAL FOUNDATION FOR CORPORATE GOVERN
Stamp Duty Paid By : INDIRA GANDHI NATIONAL OPEN UNIVERSITY
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



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 2. The onus of checking the legitimacy is on the users of the certificate
-please inform the Competent Authority

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered on 10th day of March 2016 between **NATIONAL FOUNDATION FOR CORPORATE GOVERNANCE**, The Mantosh Sondhi Centre, 23, Institutional Area, Lodi Road, New Delhi - 110 003 (hereinafter called NFCG) which expression where the context so admits, shall include the NFCG's executors, administrators, successors and assigns of the one part and

M/s IGNOU whose registered office is at Maidangarhi, New Delhi (hereinafter called 'the Accredited Institution') which expression where the context so admits shall include their executors, administrators, successors and assigns of the other part

MOU concerns with the commencement & completion of the research work / study ^{A study on Corporate Governance practices of Indian Financial Sector Companies} by the Accredited Institution, for which NFCG has during year 2015-16 approved requisite grant amount (hereinafter called 'the Work')

NOW IT IS WHEREBY AGREED BY AND BETWEEN THE PARTIES HERETO to comply and abide with all terms and conditions mentioned in the enclosed Annexure A.

Further, if any difference shall arise between NFCG and Accredited Institution touching the meaning of this MOU or Terms and conditions mentioned in Annexure A or the rights and liabilities of the parties thereto, the same shall be referred to the arbitration of the two persons (one to be named by each party) or their umpire, and the decision of the arbiters and /or umpire as the case may be, shall be final and binding on both the parties and this clause shall in all respects be deemed and construed as a reference to arbitration with the meaning of Arbitration and Conciliation Act 1996, and all the provisions of the Act or any statutory modification or re-enactment thereof for the time being in force shall apply to such a reference. The seat of arbitration shall be Delhi and the language in the arbitral proceedings shall be English.


This MOU shall be governed by and construed in accordance with laws of India. The marginal headings herein shall not affect the construction of this agreement.

on the day and year first above written.

SIGNED AND DELIVERED

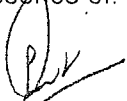
by: Executive Director
for and on behalf of
NATIONAL FOUNDATION FOR CORPORATE GOVERNANCE

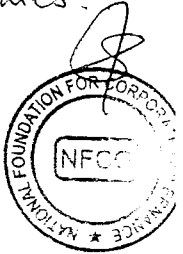
in the presence of:


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

SIGNED AND DELIVERED

by
for and on behalf of the
in the presence of:


(Dr SK PULIST)
By Director
SRD

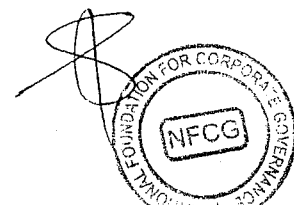


TERMS AND CONDITIONS

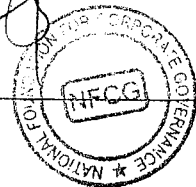
FINANCIAL GRANT FOR RESEARCH WORK / CASE STUDY UNDER THE AEGIS OF NFCG (2015-16)

The Financial Grant agreed to be extended by NFCG to the Accredited Institutions / Partner Institutions for the approved research project / study are subject to completion of the following terms and conditions:-

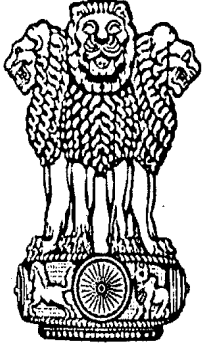
- a) Institution is mandatory required to forward **Reports** on the research work / case studies being undertaken under the aegis of NFCG within the following time lines-
 - o Preliminary report on the project to be forwarded within 3 months of the intimation of approval of the grant;
 - o Draft report on the project to be forwarded with 9 months of the approval;
 - o Final report to be forwarded within 12 months of the approval.
- b) The Institution to forward details of the Research Assistant /Associates involved in the research work, within 4 weeks from the date of his /her appointment.
- c) NFCG may on the request of the Institution give an advance payment for the research work – i.e. 25% of the total approved amount on the receipt of preliminary report on the project alongwith the details of research team engaged in the project. However the next 25% on receipt of draft report, subject to discretionary of NFCG. The last balance (i.e. 50%) would be paid after the receipt of the final report and reviewed by the Core Group. **(Please note that NFCG has full discretion to decide whether to give advance payment or not, depending on the case.)**
- d) The Institution to periodically forward the progress report for NFCG's review.
- e) The progress /draft /final report on the research work shall be reviewed by the Core Group and their views/suggestions to be incorporated by the Institutions in the study
- f) The report on the research work (both soft and hard copy) to be submitted to NFCG within the aforesaid time schedule (i.e 12 months of intimation of approval).
- g) In case the Institution fails to provide the Reports (including the progress report) on the research work within the time limit mentioned above, NFCG has the right to terminate the approved grant for the research work, with prior intimation to the Institution.
- h) In such case of termination of the grant by NFCG, the Institution is liable to return the advance payment, if any, given by NFCG earlier for the research work. Failure to repay the advance amount within the requisite time period, NFCG reserve the right to adjust the advance payment to the Institution against the payment due from NFCG to them;



- i) Institute to submit **Utilization Certificate** duly certified by the Chartered Accountant and **Expenditure Statement** alongwith supporting bills related to the research work, duly certified by the authorized person of the Institute.
- j) Institute to also get the account of the research project audited and submit the audited report to NFCG for claiming the grant.
- k) NFCG to be given due acknowledgement for its support
- l) NFCG has the right withhold the release of the grant amount, if the Institution fails to provide the aforesaid documents specially the final report, Utilisation certificate, expenditure statement and bills, auditors report, etc.
- m) The Copyright, Trademarks, and other Intellectual property rights on the research work/ case studies, would be the jointly with NFCG and the Institution.
- n) NFCG reserve the right to print and sell / circulate the research study, as NFCG publication with due acknowledgement to Institution. The Institution, if initiate publication & printing of the paper, prior consent of NFCG is mandatory.
- o) NFCG reserve the right to host the (full) research work /study in its website for wider dissemination & the benefit of stakeholder in general
- p) Any distribution or further use of the research report /study by the Institute or third party i.e. for carrying out further research or publication in books or use in seminar etc. shall be subject to prior written consent from NFCG.
- q) The Institution to comply with the requirements of payment of Income tax on the grant given to them, as per the rate applicable.
- r) NFCG reserves the right to add / modify all or any of the above terms and conditions with prior intimation to the Institution.



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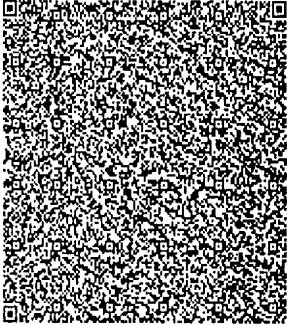
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL263552882107930
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Purchased by : SUDHIR BUDAKOTI REGISTRAR ADMN IGNOU
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : SUDHIR BUDAKOTI REGISTRAR ADMN IGNOU
Second Party : CAPT KAPIL CHAUDHARY DIRECTOR NHM MOHFW GOI
Stamp Duty Paid By : SUDHIR BUDAKOTI REGISTRAR ADMN IGNOU
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



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MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding (MoU) is made at New Delhi on this
16th day of March, 2016.

By & Between

1

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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.

INDIRA GANDHI NATIONAL OPEN UNIVERSITY, as **University** validly created under the Indira Gandhi National Open University Act, 1985 (hereinafter referred to as "IGNOU" having its principal office at Maidan Garhi, New Delhi, through its authorized signatory Registrar which expression unless repugnant to the context or the meaning there of shall include its permitted assigns and successors.

AND

MINISTRY OF HEALTH AND FAMILY WELFARE, GOVT. OF INDIA (hereafter referred to as "MOHFW"), having its office at Nirman Bhawan, New Delhi through its authorized signatory _____, which expression unless repugnant to the context or the meaning there of shall include its permitted successors, assigns and administrators.

Collectively referred to as the 'PARTIES'

Whereas the IGNOU, an autonomous body created by an Act of Parliament with objectives to disseminate education to a large section of the society through Mode of Distance Education. For this purpose the IGNOU has been empowered by IGNOU ACT to co-operate with other institutions and organizations.

Whereas Ministry of Health and Family Welfare (MOHFW) implements the health policy of Government of India in providing health care to the people.

Recognizing the capacity, capability and expertise of IGNOU in designing and developing the programme and disseminating knowledge through novel techniques using modern technology through distance mode of education. Ministry of Health and Family Welfare desires IGNOU to collaborate for developing distance learning Programme related to Bridge Course on "Certificate in Community Health" for Nurses (Registered Nurse & Registered Midwife) (Hereinafter referred to as the Programme) and also deliver the same.

Both the parties have deliberated, negotiated and agreed upon the terms and conditions governing their relationship for their co-operation to respond to the need of professional development as under:

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The Project/ Programme Objective

To design and develop the Programme on Bridge Course in Community Health for Nurses.

1. OBLIGATION OF PARTIES

a) Obligations of IGNOU

Programme Development –

The expenditure for all the developmental activities of the Programme will be borne by the MoHFW.

With a view to achieving the objective set forth, IGNOU shall carry out the following activities:

- i) Nominate a coordinator/s for the Programme (Hereinafter referred to as the Programme Coordinator/s)
- ii) Identify course writers, editors, evaluators and examiners in consultation with MoHFW to be approved by School Board.
- iii) Design curriculum in association with MOHFW.
- iv) Organize expert meetings for various programme activities, such as Advisory group meeting, Expert Committee Meeting, Course Writer and Editor Meeting, Core Group Meeting, Orientation Workshop for Programme In-charge (Hereinafter referred to as PICs) and academic counselors.
- v) Plan, design, develop, preparation and printing of Self Instructional material and audio-video programmes in association with MOHFW.
- vi) Co-ordinate editing work (content, format and language).
- vii) Prepare student handbook and Prospectus.
- viii) Identify and approve Programme Study Centre(s) (Hereinafter referred to as PSCs) Programme In-charges and Academic Counselors in consultation with MoHFW, as per IGNOU Guidelines and Rules.
- ix) Initiate all development related activities of the Programme after receiving the total development cost (funding) from MOHFW.

Implementation

- x) Utilize its Regional Centres for facilitating the implementation of the Programme in association with MoHFW as per IGNOU guidelines.





- xi) Monitor and supervise the implementation and evaluation of the programme in association with MoHFW as per mutual convenience.
- xii) Enroll Government sponsored in-service candidates for the Programme.
- xiii) Issue Enrolment Numbers to the students
- xiv) Hold Term End Examination, declare results and issue certificates as per IGNOU guidelines and norms.

b) Obligations of MOHFW

- i) MoHFW will provide the cost/budget as per clause 4, as mutually agreed towards the present estimated initial development cost for the development of the Programme including 10% institutional cost and IGNOU shall initiate the following activities/incur expenditure on the following activities:
 - a) Design and development of self-instructional material and audio video material.
 - b) Payment of experts for participating in various meetings,
 - c) Payment to the course writers, editors, composers, artists/graphic designers and printers as per IGNOU guideline and norms
 - d) Identification of PSCs, Programme In-charges (PICs) and Academic Counselors
 - e) Orientation of PICs and academic counselors.
- ii) Facilitate identification of experts/course writers/ editors for various activities related to programme design and development of self-instructional material (SIM).
- iii) Facilitate identification of Institutions well equipped with required infrastructure for the Programme under this MoU to function as PSCs and internship sites.
- iv) Nominate a Nodal Officer for coordination and smooth implementation of this MoU.
- v) Assist States to sponsor adequate number of candidates under National Health Mission (NHM).
- vi) Facilitate and ensure legal and regulatory requirements for the Programme.

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2. JOINT MONITORING & COORDINATION COMMITTEE (JMCC) :

The parties shall jointly set up a "Joint Monitoring & Co-ordination Committee", which would be responsible for the overall administration and implementation of the Project under this MoU and shall have the power to take any decisions related to the Programme and administration. However, the Committee shall function in consonance with the laid down provisions of the IGNOU Act, 1985, its Statutes and Ordinances. Project Guidelines of IGNOU the constitution of the Committee has also been outlined in this clause as under:

- a. Will have the Vice Chancellor of IGNOU or his nominee as Chairman/Chairperson.
- b. Will include two members each from IGNOU and MoHFW.
- c. Will setup a core group which may meet from time to time for smooth functioning of various activities of this MOU.
- d. Will review periodically the activities undertaken under this MOU.
- e. Will have the Programme Coordinator as the Convener of the Meeting.

3. COPYRIGHT AND INTELLECTUAL PROPERTY

Copyright of the course material (Print, Audio/Video) developed under this MOU shall remain exclusively with IGNOU. However, on the recommendation of the MoHFW, the IGNOU shall grant license to any other Public University for adoption/adaptation, etc, of study material (Print/Audio/Video) developed under this MoU for use of their students on mutually agreeable terms and conditions.

4. FINANCE

- a) MoHFW shall bear the expenditure for development of the Programme and shall pay presently estimated amount of Rs 64.24 lakhs to IGNOU for the development cost of the Programme under this MoU.
- b) IGNOU shall start activities related to Programme development upon receipt of funds.
- c) Unspent amount if any out of development fund provided by MoHFW shall be refunded by IGNOU to MoHFW. Also, any additional fund required for the Project shall be provided by MoHFW to IGNOU, as may be mutually agreed by the parties, upon

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submission of written request by SOHS, IGNOU and justification for the same based on the actual expenditure. However, no additional institutional cost will be provided

- d) Utilization certificate will be issued by IGNOU for development cost only.

5. FEE STRUCTURE

IGNOU shall design and decide the fee structure, including admission fee, examination fee, etc, as per IGNOU norms to be directly paid by the sponsoring states to enable the students to enroll for the programme.

The MoHFW will facilitate the sponsorship of the candidates through State Governments.

There will be no fee share of any kind.

6. ELIGIBILITY

6.1 IGNOU in consultation with MoHFW, shall decide the eligibility criteria, admission modalities like entrance exam and/or interview, etc for programme initially to enroll sponsored in-service candidates under NHM for the Programme to be sponsored by the States with the facilitation of MoHFW.

6.2 IGNOU will be free to amend eligibility condition to offer the programme to all eligible candidates ie. Registered Nurse Registered Midwife (RNRM).

7. VALIDITY

The MOU shall come into force with effect from 16th day of March of 2016 and will be co-terminus with National Health Mission (NHM) of Government of India.

8. TERMINATION

During the period this MoU is under operation, it would be terminable within six months notice with the written consent of both the parties.

9. 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 mail with postage full paid, or transmitted by facsimile (With postage prepaid) to the





address specified below or to such address as may, from time to time, be given by each party to the other party in writing and in the manner herein before provided:

(i). **For IGNOU**

The Registrar (Administration),
Indira Gandhi National Open University,
Main Campus, Maidan Garhi,
New Delhi – 110068 (INDIA).

(ii). **For MOHFW**

The Secretary,
Department of Health & Family Welfare
Ministry of Health & Family Welfare (MoHFW)
Nirman Bhavan, New Delhi

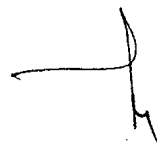
10. CONFIDENTIALITY

Each party undertake to the others that it will treat as confidential this Collaboration and its terms together with all information whether of a technical nature or otherwise relating to any manner to the business or affairs of the other Parties as may be communicated to it hereunder or otherwise in connection with this Collaboration, save as required to be disclosed by any law.

11. FORCE MAJEURE

- (i). Neither of the parties shall be liable to each other or to their students for failing or delay in the performance of any of its obligations under this MOU or the time over to the extent such failure or delay is caused by riots, civil commotion, 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.
- (ii). In the event that either party is, wholly or in part, prevented from or hindered in carrying out or observing any of the terms or conditions of this MOU for any cause set forth, such party shall give written





notice to the other party by the most expeditious means as soon as possible after and occurrence of the cause relied on, giving full particulars of the reason for such prevention, or hindrance, and the Parties shall in good faith consult each other and take necessary measures for the resolution of the affairs so prevented or hindered.

(iii). On resumption of good relations/normal conditions (if any), the Parties to this MOU shall consult each other and evolve a new MOU for future relations between them if further mutually agreed upon.

12. INDEMNITY CLAUSE

The parties to this Collaboration shall indemnify and keep the other party indemnified and harmless against any and all claims, actions, proceedings by third party (including all Costs, Expenses, Damages/ Losses) arising out of or in connection with this Collaboration due to breach of any provision of this Collaboration by such party or as a result of any act of negligence/ omission or commission on part of such party and/or its employees, agents etc.

13. DISPUTE RESOLUTION

In case of any dispute between the parties, the dispute shall be amicably resolved in a meeting of the two organizations. However, if such an effort fails, and in the event any dispute, difference, question or this MOU 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, effort (s) shall be made initially to settle the dispute amicably through mutual discussion within a period of three months, failing which only the Courts at Delhi / New Delhi will have jurisdiction to adjudicate upon the matter.

14. AMENDMENT

The obligations of the parties have been outlined in this MOU. However, during the operation of this MOU, circumstances may arise which may call for alterations or modifications of this MOU. These modifications / alterations will be mutually discussed and agreed upon in writing and shall be effective only if executed by the respective authorized representatives of each of the parties hereto.



15. WAIVER

Any law restraining the validity and enforceability of any provision of this Collaboration shall not affect the validity or enforceability of the remaining provisions hereof and this Collaboration shall be deemed as not containing the invalid provisions. The remaining provisions of this Collaboration shall remain in full force and effect, unless the invalid or unenforceable provision comprises an integral part of or otherwise is inseparable from the remaining Collaboration. In such a case, the parties to this Collaboration shall attempt to agree on a provision, which is valid and enforceable and similar to the original provision.

16. MATTERS NOT PROVIDED IN :

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

17. REPRESENTATION & WARRANTIES

Both the parties hereby represent and warrant to each other:

- (i). It has the power and authority to sign this MOU, perform and comply with its duties and obligations under this MOU.
- (ii). This MOU constitutes legal, valid and binding obligations enforceable against it in accordance with the terms hereof.
- (iii). The execution, delivery and performance of this MOU have been duly authorized by all requisite actions and will not constitute a violation of:
 - (a). Any statute, judgement, order decree or regulation of any court, governmental instrumentality or arbitral tribunal applicable or relating to itself, its assets or its functions ; or
 - (b). Any other documents or to the best of its knowledge any indenture, contract or MOU to which it is a party or by which it may be bound.
- (iv). There are no suits or proceedings pending to the best of knowledge threatened against it before any court, government instrumentality

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or arbitration tribunal that restrain it from performing its duties and obligations under this MOU, and

(v). That no representation or warranty made herein contains any untrue statement.

18. GOVERNING LAW (S) & JURISDICTION:

This MOU shall be governed and interpreted by, and construed in accordance with the substantive laws of India. All disputes, differences, claims and demands arising under or pursuant to or touching upon this MOU shall be subject to the jurisdiction of Courts of Delhi / New Delhi.

19. INTERPRETATION :

This Collaboration has been executed in the English Language and that be the controlling language for interpretation thereof. No other translation, if any, of this Collaboration into other languages shall be of any force or effect in the interpretation of this Collaboration or in determination of the intent of either of the parties hereto.

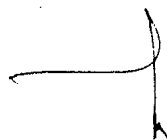
20. NO PARTNERSHIP

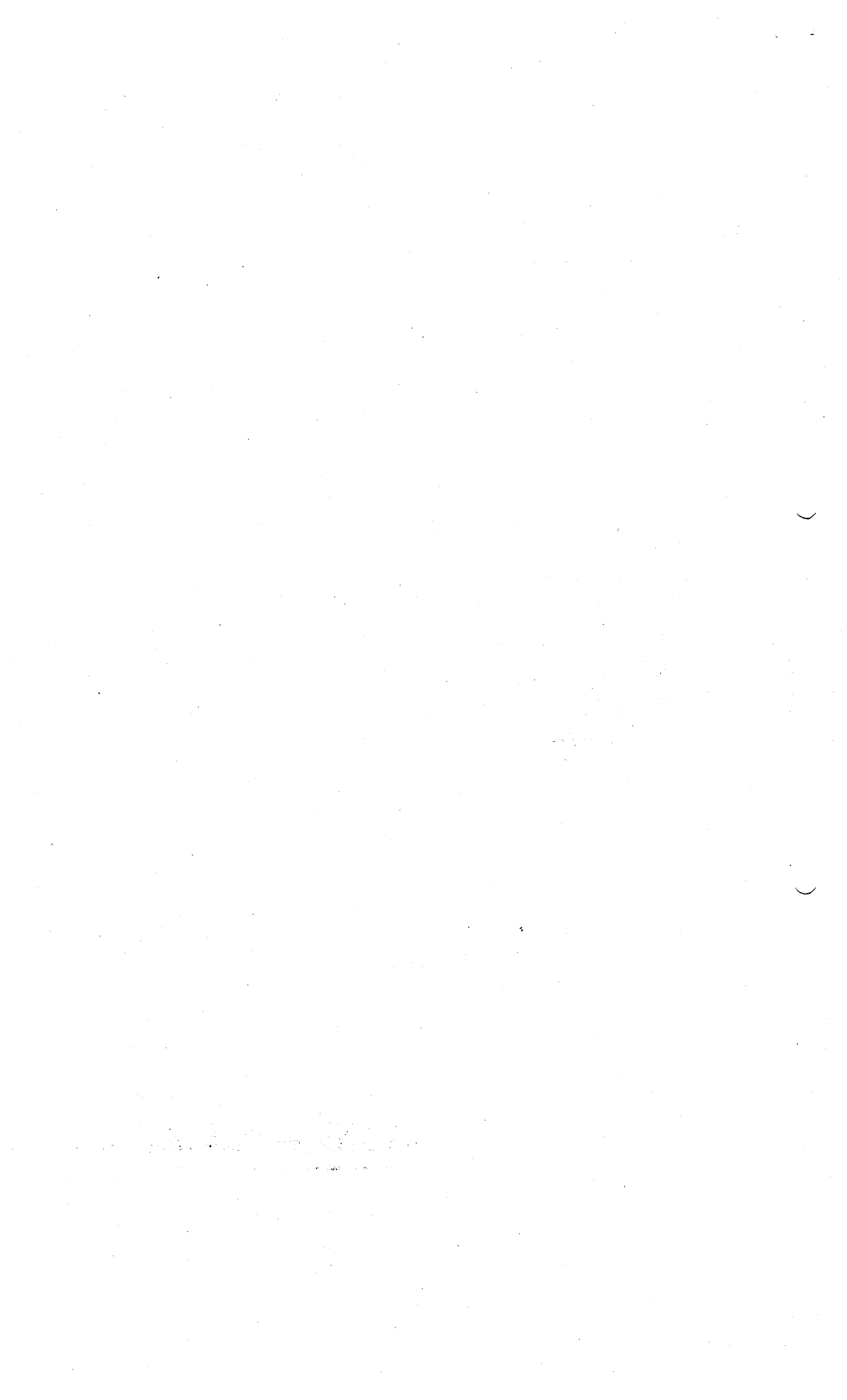
Nothing in this MOU shall be deemed to constitute or create an Association, Trust, Partnership or a Joint Venture between the parties nor constitute any Party the agent of any other Party for any purpose.

21. MISCELLANEOUS

Notwithstanding anything contained herein above, the Parties agree that the decisions of the Board of Management or Academic Council or any other statutory body of IGNOU and Ministry of Health and Family Welfare, Government of India, New Delhi, shall prevail over and above the clauses mentioned in this MOU.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be made in English and executed by their duly authorized representatives on the day and the year first above written.





For and on behalf
of IGNOU

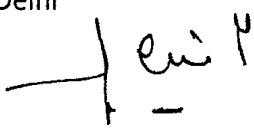
For and on behalf
of MOHFW


Date :16.03.2016

Date : 16.03.2016

Place : New Delhi

Place : New Delhi


सुधीर बुडाकोटी / Sudhir Budakoti
पुस्तकालय (प्रशासन) / Registrar (Admn.)
इन्दिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय
Indira Gandhi National Open Univ. New
Delhi
मैदान गार्ही, नई दिल्ली-68
Maidan Garhi, New Delhi-68


(Representatives from MOHFW, New
Delhi)

In the presence of :

In the presence of :

(1). Name Prof. P. K. Koul

(1). Name Dr. Aseema Mahanta

Address SOHS, IGNOU, New Delhi

Address Sr. CONSULTANT, MOHFW,
GOI,

(2). Name Reeta Devi

(2). Name Dr. Anil Kumar Singh

ASSISTANT PROP. (Sr. Scale)

Address SOHS, IGNOU,

Address Advisor, UNSR,

N. D.

Advisor, UNSR,
New Delhi.

46



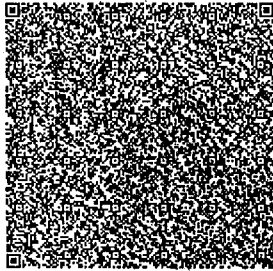
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Government of National Capital Territory of Delhi

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Certificate No.	: IN-DL578431735422180
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Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: PROF PETEY V BALAJI
Second Party	: SUDHIR BUDAKOTI
Stamp Duty Paid By	: SUDHIR BUDAKOTI
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") made and entered into on this ___ day of June 2016, by and between:

Page 1 of 6

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

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
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.

The Indian Institute of Technology Bombay (hereinafter called "IITB") situated at Powai, Mumbai 400076, an Institute of national importance established by a special Act of the Parliament of Republic of India OF THE FIRST PART

And

Indira Gandhi National Open University (hereinafter called "IGNOU") established by an Act of Parliament in 1985 (Act No. 50 of 1985) having its registered office address at Maidan Garhi, New Delhi - 110068 OF THE SECOND PART.

In this MOU, "IITB" and "IGNOU" are collectively referred to as the "Parties", and individually as a "Party", wherever the context so requires.

WHEREAS –

- (a) IITB is an autonomous institute funded by Government of India and set up through an Institutes of Technology Act of the Parliament of India. It is governed by a Board of Governors with its Chairman nominated by the Visitor (the President of India). It is guided by the IIT Council — a common apex body for all IITs — established by the Ministry of Human Resource Development (MHRD), Government of India.
- (b) IGNOU is a national open university and a well known academic institution in India.
- (c) IITB has undertaken a project, National Virtual Library of India (NVLI) as given in Annexure I hereto, which is funded by National Mission on Libraries (NML) i.e High Level Committee set up by Ministry of Culture (MOC), Government of India, vide a sanction letter 11-40/Dir/NML/(TP)/2015-16/Vol.III, dated 29th Feb 2016 annexed hereto as Annexure II, where IITB is the coordinating institution of the said Project. The MOU is signed between IITB and NML on 26th April 2016 and is annexed hereto as Annexure III and as per the terms therein, IITB may collaborate or associate with other institutions to take up specific aspects of the work under mutually agreed areas of interest, as contained in the said Project.
- (d) IGNOU has shown keen interest and is desirous of participating in and taking up work in the areas as identified by IITB for the implementation of the project.
- (e) In Lieu of the aforesaid, and as per the terms of the said Sanction Letter, IGNOU and IITB intend to and are desirous of entering into this MOU.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. OBJECTIVES

The objectives of this MOU are:

- a. To undertake work under the project NVLI in collaboration with IGNOU, Centre for Development of Advanced Computing (C-DAC), Pune, and National Knowledge Network (NKN), and other third parties, as per the approval of the NVLI project.
- b. To release the grants as per the approved budget as mentioned in the project proposal, and in accordance with the funds released by NML; subject to successful execution of assigned project activities.





2. IGNOU'S ROLE AND RESPONSIBILITIES

- a. IGNOU will be responsible for its part of activities/obligations as listed in the combined project proposal, annexed hereto as Annexure I which includes but is not limited to activities such as following timeline for deliverables and creating the reports as and when required, timely submission of utilization certificate, to IITB.
- b. IGNOU agrees to deliver on a timely basis, the work it is required to do in the Project.
- c. IGNOU will collaborate with Raja Rammohun Roy Library Foundation (RRRLF), Kolkata and Kalyani University, West Bengal towards the deliverables as mentioned in the project proposal by sharing the human resources and infrastructure as per requirement.
- d. IGNOU agrees to undertake and deliver any other work as instructed by IITB from time to time.
- e. IGNOU will be responsible for the quality and quantity based parameters of the work allocated hereunder and taken up by it to the satisfaction of IITB.
- f. IGNOU will maintain and submit a complete statement of audited accounts and utilization certificate to IITB, and it is clarified herein that unused grant funds, if any, will be refunded to IITB upon expiry or earlier termination hereof.

3. IITB'S ROLE AND RESONSIBILITES

- a. IITB is the coordinating institution of the Project, as it has signed an MOU with NML as given in Annexure III hereto, and will co-ordinate all the activities envisaged therein and hereunder.
- b. IITB agrees to disburse (but will not be liable for) funds to IGNOU, as and when released from NML, according to the schedule given in the Project.
- c. IITB will be responsible for release of funds to IGNOU as per this MOU and arrangement made among the collaborating institutions, overall project management and resource allocation for all collaborating partners, IP management of the project, and development of various policy documents if any such as privacy policy, access policy, terms & conditions.
- d. IITB is authorised to and may reallocate the work quantum and funds to IGNOU, depending on the quantity and quality of work carried out by IGNOU, in consultation with partner institutions of the Project and NML.

4. CONFIDENTIALITY

During and for the period of five (5) years from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.

5. TERMS AND TERMINATION

- (a) This MOU, unless extended by mutual written agreement of the parties, shall expire in three years from the date of execution of the Agreement. This MOU may be amended or terminated earlier by mutual written agreement of the parties at



any time. Either party shall have the right to terminate this MOU upon 60 days prior written notice to the other party. However, no such early termination of this MOU, whether mutual or unilateral, shall release a party from fulfilling its obligations till such date of termination.

- (b) This MOU will be co-terminus with the MOU executed between IITB and NML. IGNOU agrees that in the eventuality of such a termination, for any reason whatsoever, IITB will not be liable to provide further grants or funding and any existent funding may also cease automatically without IGNOU being notified of so.

6. NOTICES

All notices, request or other communications hereunder shall be in writing, addressed to the parties as follows:

If to IGNOU:

Address: Mr. Sudhir Budakoti
Registrar (Administration)
IGNOU, Maidan Garhi, New Delhi 110068
Tel: +91-011-29532098, 29571402, 29571401

E-Mail: registrar[at]ignou.ac.in

If to IITB:

Address: Prof. Petety V. Balaji
Dean R&D, IRCC,
IIT Bombay, Powai, Mumbai 400076

Tel: 022 2576 7030/7039
E-Mail: dean.rnd[at]iitb.ac.in With a copy to
Dean Research and Development, IRCC, IITB

7. AMENDMENTS

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

8. DISPUTE RESOLUTION

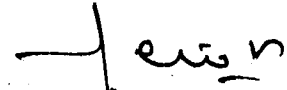
If any dispute or difference arises between the parties in connection with or out of this agreement the Parties shall endeavour to resolve all such disputes amicably on mutual consultation or through the good offices of Empowered Agencies of the Government, in failure of which the same may be referred first to the Cabinet Secretariat, & then if necessary to PMO.

9. SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.


BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this MOU to be executed, effective as of the day and year first above written.

SIGNED AND DELIVERED BY
the within named **IGNOU**
in the presence of



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

1. Signature:
Name:


Prof. Uma Kanjilal


प्रो. उमा कांजीलाल / Prof. Uma Kanjilal
आचार्य (पु. एवं सृ.वि.) / Professor (L.S.S.)
सामाजिक विज्ञान विद्यापीठ / School of Social Sciences
इ. गाँ. रा. नु. वि. मैदान गढ़ी, नई दिल्ली-110068
IGNOU, Maidan Garhi, New Delhi-68

SIGNED AND DELIVERED BY
the within named **IITB**
in the presence of



संकायाध्यक्ष, शोध एवं विकास
Dean, Research and Development
कृते निदेशक, आय आय टी मुंबई
For Director, IIT Bombay

1. Signature:
Name:


Prof. D. B. Phatak

प्रा. दीपक भा. फाटक / Prof. Deepak B. Phatak
प्राध्यापक
Professor
संगणक विभाग, कंवल रेखी भवन
Dept. of CSE, Kanwal Rekhi Building
भारतीय प्रौद्योगिकी संस्थान बम्बई
Indian Institute of Technology, Bombay
पुवई/Powai, मुंबई/Mumbai-400 076.



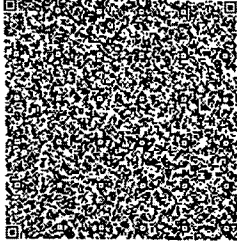
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL618286916056360
Certificate Issued Date : 21-Jun-2016 10:03 AM
Account Reference : IMPACC (IV)/ dl728203/ DELH/ DL-DLH
Unique Doc. Reference : SUBIN-DL728203229632244342590
Purchased by : Indira Gandhi National Open University
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : Indira Gandhi National Open University
Second Party : State Government of Uttarakhand
Stamp Duty Paid By : Indira Gandhi National Open University
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



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MEMORANDUM OF COLLABORATION

This Memorandum of Collaboration (hereinafter referred to as 'MoC') is entered into on the Twenty Second (22nd) day of June, 2016

Between

Indira Gandhi National Open University, established by an Act of Parliament of India (No.50 of 1985) in 1985 having its headquarters in Maidan Garhi, New Delhi, India, duly represented by the Registrar (Administration), (hereinafter referred to as "IGNOU" which expression shall include its permitted assigns and legal successors) of the first part

And

Department of School Education through State Council of Educational Research and Training, Government of Uttarakhand, having its office at Nanoor Khara Tapovan Raipur Road, Dehradun, duly represented by the Additional Director, State Council of Educational Research

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- 3 In case of any discrepancy please inform the Stamp Controller, Delhi.

and Training, Government of Uttarakhand, (hereinafter referred to as "SCERT", which expression shall include its permitted assigns and legal successors) of the second part.

Collectively referred to as "Parties".

Purpose

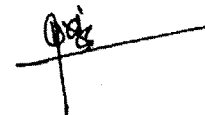
WHEREAS the Parties desire to enter into this MoC for providing **PROFESSIONAL TRAINING OF UNTRAINED TEACHERS OF ELEMENTARY (PRIMARY AND UPPER PRIMARY) LEVEL THROUGH TWO YEAR D.EL.ED. PROGRAMME (OPEN DISTANCE LEARNING MODE) AS PER NATIONAL COUNCIL FOR TEACHER EDUCATION (NCTE) NORMS, IN UTTARAKHAND** (hereinafter referred to as the 'Programme').

Now, therefore, the Parties agree to the commencement of the collaboration on terms and conditions appearing hereinafter:

1) OBLIGATIONS OF SCERT

The SCERT shall:

- i) Identify and provide the requisite list of the 14 Study Centres comprising District Institutes of Education and Training (DIETs), Institutes of Advanced Studies in Education (IASE), Block Resource Centres (BRCs), and Degree Colleges and Govt. Higher Secondary Schools (identified by the State Government) of the State, recognized by the NCTE, as the Programme Study Centres (PSCs) as per NCTE norms, before the commencement of the Programme.
- ii) Provide one room at each Programme Study Centre (PSC) with a space of 500 – 800 sq. ft. for exclusive use of IGNOU without any rent for the office of the Programme In-Charge and for audio visual aids / activities, on terms mutually agreed upon in writing.
- iii) Display a sign board of "IGNOU Programme Study Centre" prominently at a visible/convenient place as per IGNOU norms.
- iv) Make Hall / Rooms available for holding counselling sessions, practical activities, workshops and IGNOU term-end examinations (TEEs) for D.El.Ed. Programme at each PSC, on terms mutually agreed upon in writing.
- v) Extend library, laboratory, computer facilities etc. to IGNOU students for the D.EL.ED. Programme on terms mutually agreed upon in writing.
- vi) Provide audio – visual facilities like tape recorder, TV, LCD – Projector and PA system etc. for use by teachers / students of the given programme on terms mutually agreed upon in writing.
- vii) Provide list of Academic Counselors, Evaluators and Resource Persons having requisite qualifications as prescribed by the NCTE, for conducting the theory and practical courses, before the commencement of the Programme.
- viii) Obtain No Objection Certificate from the appropriate Statutory Authorities for running the 2 year D.El.Ed. Programme through ODL Mode, before the commencement of the programme.



- ix) Ensure and make provision for two long spells of vacations (summer / winter) or long holidays to teacher-trainees for academic counselling, for guided supervised workshops and face-to-face sessions.
- x) Ensure organization of counseling sessions, workshops, school based activities as per the requirement of the Programme for effective course delivery.
- xi) Select only those institutions for offering D.El.Ed. Programme in ODL mode that have an exclusive core full time faculty of six members as per NCTE norms.
- xii) Ensure that each PSC will engage resource persons (teacher educators) as per need of the programme preferably in the ratio of one resource person for a group of 50 trainees (1:50).
- xiii) Provide a copy of MoC signed with IGNOU to NCTE, before the commencement of the programme.
- xiv) Submit an undertaking that this programme would be restricted to the specified number of 1400 (One Thousand Four Hundred only) untrained Primary and Upper Primary Teachers working teachers in Govt. / Govt. Recognized schools only, as per approved by NCTE vide its letter No. F. 62-4 /2011/NCTE/N&S/3404 dated, 5 May 2015.

2. OBLIGATIONS OF IGNOU

The IGNOU shall:

- i) Conduct the NCTE approved two year Diploma in Elementary Education (D.El.Ed.) Programme for the untrained elementary (Primary and Upper Primary) level teachers of the Uttarakhand through ODL mode.
- ii) Utilize the Programme Study Centres, as identified and provided by SCERT, as per the NCTE norm, (as per the list provided by SCERT under Clause 1(i) above), for the entire period of D.El.Ed. Programme. New Programme Study Centres shall also be added as and when required, on mutual written consent of both the Parties.
- iii) Conduct orientation programmes for Programme-in-Charges (PICs) approved Academic Counsellors, Workshop facilitators, Mentors, Supervisors, Evaluators and Resource Persons for workshops.
- iv) (a) Appoint a Programme in – Charge (PIC) out of a panel of 03 names suggested by the Head of the institution.
 (b) Pay a monthly remuneration to all approved PICs as per the existing and approved IGNOU norms.
 (c) Ensure through its Regional Centre that the Programme-in-Charge maintains accounts, stock ledgers and submits expenditure statements to the Regional Director, IGNOU RC, Dehradun, every month.
- v) Appoint Academic Counselors, Evaluators and Resource Persons, as per IGNOU norms from the list so provided by the SCERT (as per Clause 1(vii) above) and on the basis of recommendation made by the Programme-in-Charge.

- vi) Pay remuneration for counselling sessions, practical activities, evaluation of assignments and holding examinations and contingent charges towards stationery, postage and telephone bills, etc, as per approved IGNOU norms.
- vii) Pay an amount as per approved IGNOU norms towards secretarial assistance.
- viii) Provide self-instructional materials of the D.El.Ed. Programme one set to each teacher trainee and five sets to each PSC.

3) JOINT OBLIGATIONS OF THE PARTIES

SCERT, Govt. of Uttarakhand and IGNOU shall:

- i) Consider only those teacher-trainees who possess the qualifications stipulated as per the NCTE norms and are working in Govt. / Govt. recognized primary /elementary schools, eligible for admission to the programme, subject to relaxation of marks for reserved category candidates, as per NCTE norms.
- ii) In case of a further requirement of approved academic counselors at any PSC, for carrying out the counseling activities, the Parties shall ensure that the said requirement for approved Academic Counselors are met, on the recommendation of IGNOU from the list of approved academic counselors, so provided by SCERT.
- iii) Develop a context specific Block on elementary education in the State of Uttarakhand. The objective of the Block will be to familiarize all enrolled teachers with dimensions of elementary education in the State of Uttarakhand. The Block will be developed by SCERT, Govt. of Uttarakhand in consultation with IGNOU. This will be a compulsory value added input in the curriculum.
- iv) Initiate and organize academic counselling sessions and workshops as per the schedule of D.El.Ed. Programme.
- v) Form a Joint Monitoring Committee (JMC) comprising members from IGNOU and officials from the State Govt. for effective implementation and monitoring of the programme. Monitoring will also be carried out at the district level. Monthly meeting of district level Monitoring Committee (MC) and a meeting every three months (quarterly basis) of JMC will be organised for reviewing the implementation and monitoring of the programme.

The composition of the JMC will be follows:

- a) **Joint Monitoring Committee**
 - a) Director, School of Education (SOE), IGNOU, or Representative of the Director, SOE, IGNOU - Chairperson
 - b) Programme Coordinators, D.El.Ed. Programme/ Faculty, SOE, IGNOU, New Delhi,
 - c) Director, Regional Services Division (RSD), IGNOU, New Delhi,
 - d) State Project Director, SSA Rajya Mission, Uttarakhand
 - e) Director, Dept. of Elementary Education, Govt. of Uttarakhand
 - f) Director, Academic Research and Training, Department of School Education, Uttarakhand

[Handwritten signature]

- g) Regional Director, IGNOU, Regional Centre (Convener)
- h) SSA/State Representative (2 members)
- b) **District Monitoring Committee**
 - a) District Education Officer of respective districts (Convener)
 - b) SCERT nominee
 - c) SSA State/District representative
 - d) IGNOU Regional Centre representative (Co-Convener)
 - e) PICs of PSCs activated in a district
- vi) The Parties shall jointly conduct training of untrained teachers in a phased manner enrolling only one hundred students per Programme Study Centre in a given session and the aforesaid Committees shall monitor the academic counselling, school based activities, workshop-based activities and Term End Examinations (TEEs).
- vii) The SCERT, Govt. of Uttarakhand will render all necessary assistance in terms of material, manpower and infrastructure to the concerned IGNOU Regional Centre, so that the training programme can be effectively implemented at the various centres established/activated for the purpose.
- viii) Ensure fair and smooth conduct of term end examination.

4) **FINANCE**

The SCERT, Government of Uttarakhand shall ensure, the entire fee due for the total number of teacher trainees at the rate of Rs.12,000/- as Programme Fee per teacher trainee and Rs. 400/- as Cost of Student Handbook & Prospectus per teacher trainee at the time of registration and bear all local expenses of travel and hospitality for members of Joint Monitoring Committee and District Monitoring Committee (for monitoring of the Programme) within Uttarakhand as and when necessary.

5) **SHIFTING OR CLOSURE OF THE PROGRAMME STUDY CENTRE**

- i) IGNOU will have the right to shift or close the PSC if it finds that support services are not being provided as per the requirements of IGNOU.
- ii) In such case, the Programme-in-Charge will have to hand over all the assets/materials and academic records of the teacher-trainees to the Regional Director, IGNOU Regional Centre.
- iii) All financial matters will have to be settled with the Regional Director, IGNOU Regional Centre.

6) **GENERAL CLAUSES**

- i) **Term and Validity**

The MoC shall come into force from **July 2015** for and on behalf of the Parties, and will be valid for a **period of 3 (three) years, thus expiring on June 2018**. The term of this MoC may be renewed on terms and conditions to be mutually agreed and recorded in writing between the Parties.
- ii) **Termination**
 - a) Either party may terminate this MoC by providing the other party with three calendar months advance notice. Such termination shall

- take effect at the end of the three-month period or the end of the programme in progress at that time, whichever shall occur later.
- b) However, either party shall be entitled to terminate this MoC immediately and without further notice in the event of the other party committing a material breach of the terms and conditions of this MoC, and failing to remedy such breach within 60 (Sixty) days after the receipt of written notice calling upon such party to remedy the breach complained of.
 - c) The termination of this MoC, for whatever reason, will not affect the rights of a party, which might have accrued at the date of termination and will further not affect any rights, which specifically or by their nature survive the termination of this MoC.
 - d) However, in case of termination of this MoC for any reason, the responsibility of each party shall continue up to completion of running batch.

iii) Amendment to the MoC

The obligations of the Parties have been outlined in this MoC. However, during the operation of this MoC, circumstances may arise which call for alterations or modifications of this MoC. These modifications/alterations will be mutually discussed and agreed upon in writing and shall be effective only if executed by the respective duly authorized representatives of each of the parties hereto.

iv) Dispute Settlement

If any dispute of any kind whatsoever may arise between the parties in connection with or arising out of this MoC or out of the breach, termination or invalidity of the MoC hereof, the parties shall attempt for a period of 30 days after receipt of notice by the other party of the existence of a dispute to settle such dispute in the first instance by mutual discussions between the parties. If the dispute cannot be settled by mutual discussions within 30 days as provided herein, only the Courts of Delhi will have the jurisdiction to adjudicate upon the matter.

v) Governing Law

The MoC shall be governed and interpreted by, and constructed in accordance with the substantive laws of India.

vi) Severability

Any law restraining the validity and enforceability of any provision of this MoC shall not affect the validity or enforceability of the remaining provisions hereof and this MoC shall be deemed as not containing the invalid provisions. The remaining provisions of this MoC shall remain in full force and effect, unless the invalid and unenforceable provision comprises an integral part of or otherwise is inseparable from the remaining MoC. In such a case, the parties to this MoC shall attempt to agree on a provision which is valid and enforceable and similar to the original provision.

vii) 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 mail with postage full paid, or transmitted by facsimile (with postage prepaid) to the address specified below or to such address as may, from time to time, be given by each party to the other party in writing and in the manner herein before provided:

- i) Registrar (Administration)
Indira Gandhi National Open University
Main Campus, Maidan Garhi
New Delhi 110068
- ii) Director
Academic Research and Training,
Department of School Education
Government of Uttarakhand,
Dehradun - 248008,

Notwithstanding anything contained herein above, 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 SCERT. 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. the Indira Gandhi National Open University Act, 1985, its Statutes and Ordinances made there under 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 Acts, Statutes, Ordinances, then in such an eventuality IGNOU shall be competent to strike off such provision without seeking the consent of SCERT and SCERT shall be bound to accept such change(s)/amendment(s).

viii) **Interpretation**

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

ix) **Representation 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 MoC and has the power and authority to sign this MoC and implement the Project agreed to herein.
- b) that it has the requisite legal power and authority to enter into this MoC, perform and comply with the duties and obligations under MoC and the Project.
- c) that this MoC constitutes legal, valid and binding obligations enforceable against it in accordance with the terms hereof.
- d) that the execution, delivery and performance of this MoC have been duly authorized by all requisite actions and will not constitute a violation of (i) any statute, judgement, order, decree or regulation of any Court, Governmental instrumentality or arbitral tribunal applicable to relating to itself, its assets or its functions of (ii) any

e) other documents or to the best of its knowledge any indenture, contract or MoC to which it is party or by which it may be bound. 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 MoC.

xi) Confidentiality

Each Party undertake to the others that it will treat as confidential this MoC and its terms together with all information whether of a technical nature or otherwise relating in any manner to the business or affairs of the other Parties as may be communicated to it hereunder or otherwise in connection with this MoC, save as required to be disclosed by any law.

xii) Force Majeure

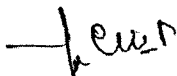
In the event of non-fulfillment of the MoC terms and conditions due to any reason of force majeure namely fires, wars, riots, strikes, natural calamities etc., neither the SCERT nor IGNOU shall be held responsible for any loss or consequential losses.

xiii) Indemnity

Each party shall indemnify, defend and hold harmless the other Party from and against any and all claims, demands, liabilities, settlements, damages, costs and expenses, including reasonable attorneys fees and expenses, arising out of or in any way connected with any default, breach of negligent non-performance of this MoC or any negligent act or omission on the part of indemnifying party, its agents and employees arising out of this MoC. Each party shall provide prompt written notification of the other Party in the event as indemnified claim arises. The indemnified Party shall reasonably cooperate with the indemnifying party at the indemnifying party's expense.

IN WITNESS THEREOF, the parties have caused duplicate copies of this MoC to be executed by their duly authorized officers on the dated and at the places indicated below:

Signed:



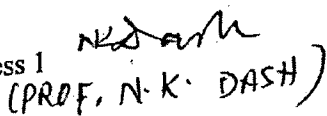
(Sudhir Budakoti) / Sudhir Budakoti
Registrar (Administration)
Indira Gandhi National Open University
Maidan Garhi,
New Delhi

Signed:

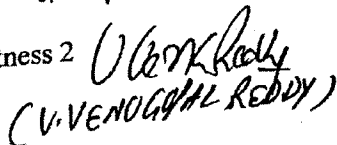

22/6/16

(Kanchan Devrari)
Additional Director, SCERT, Uttarakhand
For and on behalf of the
Director, Academic Research and Training,
Department of School Education,
State Council of Educational Research and
Training, Government of Uttarakhand,
Dehradun-248008, Uttarakhand

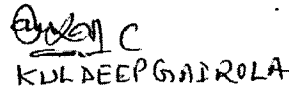
Witness 1


(PROF. N.K. DASH)

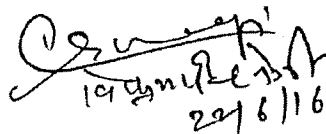
Witness 2


(V. VENUGOPAL REDDY)

Witness 1


KULDEEP GAIROLA

Witness 2


22/6/16