



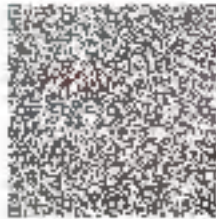
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Certificate Issued Date	19-Apr-2023 04:34 PM
Account Reference	SELFPRINT (PU)/dl-ealy NERRU DL OLN
Unique Doc. Reference	SUBIN-DL DL-SELF55587780098030V
Purchased by	VIBHASH TRIPATHI
Description of Document	Article 5 General Agreement
Property Description	MOU BETWEEN INDIRA GANDHI NATIONAL OPEN UNIVERSITY AND THE INSTITUTE OF COST ACCOUNTANTS OF INDIA (ICMA)
Consideration Price (Rs.)	₹ (Zero)
First Party	INDIRA GANDHI NATIONAL OPEN UNIVERSITY (IGNOU)
Second Party	THE INSTITUTE OF COST ACCOUNTANTS OF INDIA
Stamp Duty Paid By	INDIRA GANDHI NATIONAL OPEN UNIVERSITY (IGNOU)
Stamp Duty Amount (Rs.)	₹100 (One Hundred only)



SELF PRINTED CERTIFICATE TO BE
VERIFIED BY THE RECIPIENT AT
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This Memorandum of Understanding (MOU) arrived at this Day of

24th April 2023

By & Between

THE INSTITUTE OF COST ACCOUNTANTS OF INDIA, a Statutory Body




डॉ. आलोक चौहान / Dr. Alok Chauhan
कुलसचिव (प्रशासन) / Registrar (Admin.)
इन्दिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय
Gandhi National Open University
एन.डी.सी. रोड, दिल्ली-110062 / Msaan Gate, New Delhi-11

constituted under an Act of Parliament i.e. The Cost Accountants Act, 1959 having its Headquarters at **CMA Bhawan, 12, Sudder Street, Kolkata - 700016 and Delhi Office at CMA Bhawan, 3, Institutional Area, Lodhi Road, New Delhi 110003** (hereinafter referred to as "INSTITUTE") represented through CMA Vijender Sharma, President, The Institute of Cost Accountants of India which term or expression unless repugnant to the context or meaning thereof shall be deemed to include its successors and permitted assignees, of the FIRST PART.

and

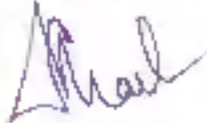
INDIRA GANDHI NATIONAL OPEN UNIVERSITY (IGNOU), a National University established by an Act of Parliament i.e., Indira Gandhi National Open University Act, 1985 (Act No.50 of 1985) having its Headquarters at Maidan Garhi, New Delhi-110068 [Here-in-after, for the sake of brevity, referred to as "IGNOU", which expression unless excluded by or repugnant to the context or meaning thereof, shall include its Successor(s), Administrator (s) or Permitted Assignee (s)], being represented through its Authorized Signatory, Dr. Alok Chaube, Registrar (Administration) of the SECOND PART.

The "INSTITUTE" and the "IGNOU" are hereinafter, collectively referred to as the "PARTIES" and individually as a "PARTY".

WHEREAS, The Institute of Cost Accountants of India is the only recognized professional body in India to develop and regulate the profession of Cost and Management Accountancy in India. The INSTITUTE has a student support service, and network for the delivery of course programmes throughout India and abroad. It imparts education to students aspiring to become Cost and Management Accountants and organize seminars, workshops, and executive development programme throughout the country.

AND WHEREAS, IGNOU is a National University established by an Act of Parliament with a view to democratize education and disseminate knowledge through novel techniques and methodologies for the benefit of a large section of




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3-4 Gandhi National Open University
100, नई दिल्ली-68 / Maidan Garhi, New Delhi-68

society within the country, especially the weaker and disadvantaged groups through Open and Distance Learning (ODL). IGNOU serves the educational aspirations of millions of students through a vast network of Regional Centres, Learner Support Centres. Apart from teaching and research, the University also runs extension programmes of capacity building. In order to fulfil the vision of democratizing higher education and providing access to all segments, IGNOU has the mandate to impart education and knowledge through various flexible means suited to the open and distance education mode.


NOW THEREFORE, the Parties have appreciated each other's objectives, in particular in educating the farmers & agricultural stakeholders, and promoting of Excellence *inter-alia* in the common area of interest, imparting knowledge and skills required to operate in the area of Academic, Research and Training and are desirous of putting the broad terms of the intentions into a Memorandum of Understanding (MoU) for the areas identified for co-operation and commit to the fullest extent by mutual understanding, and agree to the mutual covenants as given as under:

1. Each clause of the MOU is subject to the approval of the respective Statutory Authorities of the parties hereto and subject to changes as may be desired and agreed upon in writing by the authorised signatories.
2. The autonomy of each party shall not be diminished, nor constraints be imposed on to carry out the MOU.

3. **OBJECTIVES:** This MoU is for jointly developing an Open and Distance Learning (ODL) programme titled "**Diploma in Agricultural Cost Management**".

- a) The programme aims to create awareness and human resource in the area of agricultural cost management by imparting knowledge, skills, and entrepreneurial capabilities of the farming communities for efficient farm cost management.




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प्लॉट नं० 1, द्वारका-65 / Mainland Gurgaon, New Delhi-65

- b) The programme will be beneficial for progressive farmers, Urban / rural youth, small and medium entrepreneurs, extension workers, NGO functionaries/ trainers, members of cooperative societies, self-help groups, etc.
- c) Initially, the programme will be developed in English. Translation of study materials in Hindi will be taken up later as per the requirement.
- d) The programme will be developed following IGNOU procedures and norms.
- e) The programme will be of 40 credits having six courses as follows:
 - Course 1: Basics of Agriculture (8 credits)
 - Course 2: Institutional Support for Agricultural Development (6 credits)
 - Course 3: Cost Concepts and Techniques (6 Credits)
 - Course 4: Farm Cost Management (6 Credits)
 - Course 5: Agripreneurship (8 Credits)
 - Course 6: Managing Farmers Producers Organizations (6 Credits)

4. ROLES AND RESPONSIBILITIES

4.1 Obligations of IGNOU:

- a) IGNOU will develop the self-learning materials (Unit writing, editing and proof-reading) and multimedia (audio and video programmes) of two courses (Course 1 and Course 2). The cost of the development of these two courses will be borne by the IGNOU.
- b) IGNOU will undertake translation of two courses (Course 1 and Course 2) in Hindi language and the cost for the same will be borne by IGNOU.
- c) IGNOU will undertake Camera Ready Copy (CRC) preparation and Printing of all six courses (Courses 1 to 6). The printing cost of all six courses will be borne by the IGNOU.
- d) Preparation of programme brochure, programme promotional activities, publicity among target groups, and mobilization of learners will be undertaken by the IGNOU.
- e) The delivery of programme covering registration of students, learners support services through IGNOU Learner Support Centres (LSCs),



Allok

डॉ. अलोक चौधरी / Dr. Allok Chauhe
 कुलसचिव (प्रशासन) / Registrar (Admin.)
 इंदिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय
 Indira Gandhi National Open University
 मदन मोदी, नई दिल्ली-86 / Madan Mohi, New Delhi-86

examination and award of degree will be done by IGNOU as per its standard operating procedure.

- f) IGNOU will recognize and establish the Chapters of INSTITUTE located Pan-India as Learner Support Centre (LSC) for this programme as per IGNOU norms. The cost of operating the LSCs will be borne by IGNOU as per the University norms.
- g) The experts/faculty of INSTITUTE with the requisite qualification will also be empanelled as academic counsellors by IGNOU for this programme. The services of experts/faculty of INSTITUTE will be utilized for academic counselling, paper setting, moderation and evaluation of assignments and answer scripts.

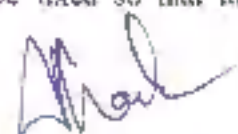
4.1 Obligations of INSTITUTE:

- a) INSTITUTE will develop the self-learning materials (Unit writing, editing and proofreading) and multimedia (audio and video programmes) of four courses (Course 3, Course 4, Course 5 and Course 6). The cost of the development of these four courses will be borne by the INSTITUTE.
- b) INSTITUTE will undertake translation of four courses (Course 3, Course 4, Course 5 and Course 6) in Hindi language and the cost for the same will be borne by the INSTITUTE.
- c) Promotional activities, publicity among target groups, and mobilization of learners will be undertaken by the INSTITUTE.
- d) In addition to IGNOU's LSCs, Chapters of INSTITUTE located Pan-India will act as Learner Support Centre (LSC) for providing academic support to the learners of this programme. The experts/faculty of INSTITUTE with the requisite qualification will act as academic counsellors, paper setter, moderators, and evaluators of assignments and answer scripts.

MUTUAL RESPONSIBILITIES

5. The programme fee will be calculated by IGNOU as per the University procedure.
6. Revenue Sharing: The primary objective of the programme is "Educating the Farmers & other Stakeholders in the Agriculture and allied sectors". Keeping in view the target group, the programme fee will be fixed so that the




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Indira Gandhi National Open University
कानून रोड, नई दिल्ली-68 | Meera Gate, New Delhi-68

programme will be affordable and at the same time sustainable. Since it takes at least five years from launching to establish and stabilize the programme (incubation period), there will be NO revenue sharing between IGNOU and INSTITUTE. All fees collected will remain with IGNOU. However, the option of revenue sharing will be reviewed after five years, through a fresh agreement, as the case may be.

7. The copyright for the study materials prepared by both the Parties IGNOU and INSTITUTE (print, audio, video, etc.) shall be held by them jointly. Both parties cannot share/transfer the copyright materials to third party. Both the Parties can make use of study materials prepared under this MoU for academic purpose with information to each other and the use thereafter shall be subject to acknowledging the source.
8. Both IGNOU and INSTITUTE will undertake course marketability / and branding of the programme.
9. Both IGNOU and INSTITUTE will undertake training and placement activities for learners of this programme.

III. Joint Coordination Committee (JCC)

INSTITUTE and IGNOU will form a Joint Coordination Committee (JCC) with the following members for the purpose of discussion on any issues, matters, problems arising from /due to implementation this MoU.

- | | | |
|-------|---|---------|
| (i) | Vice-Chancellor, IGNOU or his/her nominee | -Member |
| (ii) | President, Institute of Cost Accountants of India
or his/her nominee | -Member |
| (iii) | Registrar (Administration), IGNOU or his/her nominee | -Member |
| (iv) | Chairman, Agriculture Cost Management Board,
The Institute of Cost Accountants of India | -Member |
| (v) | Convener, Agriculture Cost Management Board,
The Institute of Cost Accountants of India | -Member |
| (vi) | Secretary, Agriculture Cost Management Board,
The Institute of Cost Accountants of India | -Member |
| (vii) | Programme Coordinator of this programme, IGNOU | -Member |



- (viii) Senior-most Faculty of the School concerned, IGNOU -Member
(ix) Director, School of Agriculture, IGNOU -Member &
Convenor

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

11. Validity:

The validity of this MOU shall be FIVE years from the date of signing, which can be extended for a further period with mutual consent on terms mutually agreed upon in writing by the authorised signatories.

12. Termination of the MOU:


- a) This MOU may be terminated by mutual consent of the parties agreed upon in writing by the authorised signatories.
- b) This MOU can also be terminated by either of the parties by giving advance notice of three (3) months period without jeopardizing the ongoing collaborative undertakings.
- c) The implementation and/or continuance of programmes / courses or projects established pursuant to this MOU prior to the effective date of termination shall not be affected by the termination of this MOU, and termination shall take effect only on completion of the subsisting courses.

13. Indemnification:

(a) Each Party shall, at its own expense, defend, indemnify, and hold the other Party harmless for damages, liabilities, claims, losses, costs, demands, suits, actions, and reasonable expenses (including but not limited to reasonable attorneys' fees and settlement costs) (collectively, "Damages") arising out of or related to any third-party suits or claims brought against the indemnified Party.

- (i) Arising out of or related to the indemnifying Party's violation of any applicable laws, gross negligence, or will full misconduct, or




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Indira Gandhi National Open University
मदन मोदी, नई दिल्ली-110001 / Madan Mohi, New Delhi-110001

- (ii) Arising out of or related to any physical damage to property, or personal injury or death, caused by the indemnifying Party or any of its Affiliates, participants, officers, directors, and employees.

(b) The indemnifying party shall be granted immediate and complete control of any claim of indemnity and the indemnified party shall not prejudice the indemnifying parties defines of the claim.

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

14. Force Majeure:


(a) The Party shall not be liable for any failure to perform any of its obligations under this MOU if the performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case, its obligations shall be suspended for so long as the Force Majeure Event continues. Each party shall promptly inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution.

(b) "Force Majeure Event" means an event which is beyond the reasonable control of the Parties concerned, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government.

15. Complete/ Entire Agreement:

This MOU constitutes the complete Agreement between the Parties and replaces any written or oral Agreement or understanding with respect to the subject matter. Changes, amendments or interpretations of this MOU shall be valid only if they are in writing and signed by the Authorized Signatories of both the parties, except that each Party may make a change of domicile or change of the name of the person to whom notice shall be sent with prior intimation to other party.




Dr. Ablok Chaube / Dr. Ablok Chaube
बुलसचिव (प्रशासन) / Registrar (Admin.)
इन्दिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय
Indira Gandhi National Open University
110 028, नई दिल्ली-02 / Indira Gandhi, New Delhi-02

16. Amendments:

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

17. Representations and Warranties:

The Parties represent and warrant that they have relevant authority and permission under the applicable laws/ rules/ notifications or by virtue of the order/ instruction/ directive from the relevant authority to enter into this MOU.

18. Non-Waiver:

Failure to exercise by either party any right under this MOU in one or more instances shall not constitute a waiver of those rights in another instance. Such waiver by one Party of any of the rights established herein shall not be considered as a waiver of another right established herein. A provision or right under this MOU shall not be waived except in writing signed by the party granting the waiver, or varied except in writing signed by authorized signatories of both parties.

19. Severability:

If any provision of this MOU is held invalid, unenforceable or illegal for any reason, this MOU will remain otherwise in full force apart from that provision(s) which shall be deemed deleted.

20. Notice:

All notices notifications, requests, consents and other communications required or permitted to be given to either party pursuant to this MOU shall be in writing and in the English language. Notices shall be given by registered post/ email (return receipt requested), facsimile against confirmed answerback or by personal delivery addressed as follows:

1. The President,

The Institute of Cost Accountants of India,

CMA Bhawan, 12, Sudder Street, Kolkata -700016

E-mail: presidentoffice@icmai.in / agriculture@icmai.in



5


डॉ. आलोक चौबे / Dr. Alok Chaube
कुलपति (प्रशासन) / Registrar (Admin.)
इंदिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय
Indira Gandhi National Open University
1 गली, नई दिल्ली-22 - Midan Gali, New Delhi-22

2. The Registrar (Administration),
Indira Gandhi National Open University,
Block- 4, Old Administrative Block, Main Campus,
Maidan Garhi, New Delhi -110068

21. Headings:

The headings used in this MOU are for purposes of convenience only and shall not control the language or meaning of the provision following.

22. Confidentiality:

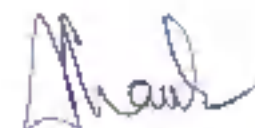
(a) Both Parties agree to treat any valuable information provided, developed, found or acquired in the process or performance of this MOU, as confidential and agree and undertake that the Parties shall not disclose the contents of the same to any third party without the prior consent of the other Party unless such information is required to be disclosed under the applicable law, or in pursuance of the order of a competent court, tribunal or other regulatory authority exercising valid jurisdiction. In such case of disclosure of confidential information, the disclosing party shall promptly notify the other party in writing of such disclosure.

(b) For purposes of this MOU, "Confidential Information" includes information that:

- (i) is sufficiently secret to derive economic value, actual or potential from not being generally known to other persons who can obtain economic value from its disclosure or use; and / or
- (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality.

(c) Provided that upon the expiration, cancellation, or termination of this MOU, each party shall, upon the written request of the other Party, return or destroy, to the satisfaction of the other Party, all Confidential Information, documents, manuals and other materials specified by the other Party.




डा. आशोक चौधरी / Dr. Abh Chhabu
पुनराविन (प्रशासन) / Registrar (Admin.)
इन्दिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय
Indira Gandhi National Open University
मैदान गार्ही, नई दिल्ली-68 / Maidan Garhi, New Delhi-68

23. Governing Law:

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

24. Dispute Resolution:

- (a) It is hereby agreed by and between the parties that if any controversy, dispute or difference shall arise concerning the construction, meaning, violation, termination, validity or nullity including without limitation the scope of any Clause or effect of this MOU or any part thereof, or of the respective rights or liabilities herein contained, the Parties shall attempt first to resolve the same by discussion or mediation.
- (b) However, if the Parties hereto fail to resolve the controversy, dispute or difference amicably within 15 (Fifteen) days of commencement of discussions, conciliation or mediation, then any Party shall upon expiry of such period of 15 (fifteen) days be entitled to refer such controversy, dispute or difference to be resolved by taking recourse to the mechanism instructions as suggested by the Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India, vide DO. No. 29 (9)12014-Judl. Dated 07.08.2014 to desist from initiating Inter-ministerial / Departmental Litigation in the Court of Law and to reduce the litigations between various Ministries / Departments.

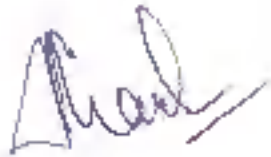
25. Jurisdiction:

All disputes arising out of or relating to the MOU shall be deemed to have arisen in New Delhi, India and only courts having jurisdiction over New Delhi, India shall determine the same.

26. Matters Not Provided In

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




श्री. अलोक चौधरी / Dr. Alok Chauhan
कुलसचिव (प्रशासन) / Registrar (Admin.)
इंदिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय
Indira Gandhi National Open University
एन.डी. कॉम्प्लेक्स-55 / Maulana Park, New Delhi-60

Signed for and on behalf of

The Institute of Cost Accountants
of India

The President,
The Institute of Cost Accountants
of India,
CMA Bhawan, 12, Sudder Street,
Kolkata-700016



Witnesses

1.
SECRETARY
(KAMALIKA BANERJEE)
THE INSTITUTE OF COST
ACCOUNTANTS OF INDIA

2.
SR. DIRECTOR
(DR. DEBRA PRADYUMN NANDY)
THE INSTITUTE OF COST
ACCOUNTANTS OF INDIA

Indira Gandhi National Open
University

The Registrar,
Indira Gandhi National Open
University (IGNOU),
Maidan Garhi,
New Delhi - 110068

डॉ. अजीम चौधरी / Dr. Ajit Chaudhary
नियंत्रक (आचार्य) / Registrar (Acadm.)
इन्दिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय
Indira Gandhi National Open University
मैदान गढ़ी, नई दिल्ली-110068 / Maidan Garhi, New Delhi-110068

Witnesses

1.

डॉ. ज्योती कुमार जैन / Dr. Jyoti
नियंत्रक / Registrar
कृषि विद्यापीठ / School of
इ.सं.स.सू.वि., मैदान गढ़ी, नई दिल्ली-110068
IGNOU, Maidan Garhi, New Delhi-110068

2.

डॉ. ज्येश चंद्र पारदेय / Dr. Jyesh Chandra Pardey
नियंत्रक / Registrar
सेवाएं विभाग / Regional Services Division
इ.सं.स.सू.वि., मैदान गढ़ी, नई दिल्ली-110068
IGNOU, Maidan Garhi, New Delhi-110068



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Certificate No.	IN-DL20372229268767V
Certificate Issued Date	14-Jun-2023 01:10 PM
Account Reference	SELFPRINT (P) of self-NEHRO DC DEL
Unique Doc. Reference	SUBIN DCDL-SELF110519607554230V
Purchased by	: VIBHASH TRIPATHI
Description of Document	: Article 5 General Agreement
Property Description	MOU BETWEEN INDIRA GANDHI NATIONAL OPEN UNIVERSITY AND FSSAI
Consideration Price (Rs.)	0 (Zero)
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Second Party	FSSAI
Stamp Duty Paid By	: INDIRA GANDHI NATIONAL OPEN UNIVERSITY (IGNOU)
Stamp Duty Amount (Rs.)	: 100 (One Hundred only)



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RENEWAL & AMENDMENT MEMORANDUM OF UNDERSTANDING

This MoU to renew and amend the Original MoU dated 12-12-2017. (hereinafter referred to as "Renewal & Amendment MoU") is made as of 14th June 2023

[Handwritten signature]

[Handwritten signature]

Between

INDIRA GANDHI NATIONAL OPEN UNIVERSITY, a Central University by an Act of Parliament – Act No.50 of 1985 having its headquarters at Maidan Garhi, New Delhi – 110068 duly represented by the Registrar (Administration), IGNOU (hereinafter referred to as "IGNOU", which expression shall unless excluded by or repugnant to the meaning or context thereof be deemed to include its successors and assigns) of one part.

And

FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA, an Independent Statutory Authority established by an Act of Parliament i.e. Food Safety and Standards Act, 2006, having its registered office at 3rd and 4th Floor, FDA Bhawan, Kotle Road, New Delhi - 110002, duly represented by The Chief Executive Officer (CEO), FSSAI (hereinafter referred to as "FSSAI", which expression shall unless excluded by or repugnant to the meaning or context thereof be deemed to include its successors and assigns) of second part.

Hereinafter collectively referred to as the 'Parties'.

WHEREAS, the Parties had entered into an MoU dated 12th December 2017 for implementation of Food Safety Training and Certification (FOSTAC) Training programme and Capacity Building Activities in Food Safety and Ancillary Disciplines through IGNOU's and FSSAI's infrastructure and faculties (hereinafter referred to as the "Original MoU") for a period of Five years effective from 12-12-2017 to 11-12-2022;

WHEREAS, clause 5(i) on 5th page and clause 7 on 6th page of the Original MoU, provide that the MoU may be extended further for such period and may be amended, on terms and conditions as agreed upon by the Parties.

NOW, THEREFORE, the Parties hereby agree to renew the Original MoU for a further term of FIVE year(s) commencing on the 12th day of December 2022 (hereinafter referred to as the 'Effective date') and ending on the 11th day of December 2027 (hereinafter referred to as the "Renewal Term").

The Parties further agree that all the terms and conditions of the Original MoU shall remain in full force and effect. However, Clause No. 1, 2, 3 and 1) subclause (ii) of the Original MoU which originally read as:

- (1). **OBJECTIVES:** The objectives of the present MOU is to establish collaboration between FSSAI and IGNOU for implementation of Food Safety Training and Certification (FOSTAC) Training programme and Capacity Building Activities in Food Safety and Ancillary Disciplines through IGNOU's and FSSAI's infrastructure and faculties.
- (2). **OBLIGATIONS OF IGNOU:**
With a view to achieve the objectives set forth in the preceding Clause (1), IGNOU agrees to discharge the following responsibilities:
 - (i). **Implementation of FOSTAC Training Programmes through IGNOU network:** IGNOU will work as a Training Partner under FOSTAC programme with FSSAI. IGNOU will identify and nominate the eligible

trainers for training of trainers to create a pool of trainers under FOSTAC. IGNOU shall make efforts to conduct Food Safety Supervisor training programmes using its wide network of IGNOU Regional Centres and Study Centres related to food processing, food safety, catering / tourism and hospitality management and home science, etc. located throughout the country;

- (ii). **Translation / Regionalization / Revision & Upgradation of content:** IGNOU will facilitate FSSAI in the issues related to translation, regionalization, revision and upgradation of training contents;
- (iii). **Development of multi-media contents:** IGNOU will help FSSAI in developing multi-media content like audio / video films which will be used for the educational and training programmes;
- (iv). **Development of MOOCs programme:** IGNOU may develop and offer online MOOCs programmes using the resources available with the FSSAI;
- (v). **Transmission of FOSTAC Courses through IGNOU broadcast facilities:** IGNOU will help FSSAI in transmitting the FOSTAC Courses through its ICT network like website (Online), Gyanvani, Gyandarshan, SWAYAM PRABHA, etc.
- (vi). **Integration with ongoing programmes:** IGNOU will integrate the FOSTAC courses with the existing educational / training programmes / courses. IGNOU will encourage its students to enrol for the Food Safety Supervisor training programmes across the country which will enable them to get additional certificate from FSSAI;
- (vii). **Sharing of facilities and resources:** IGNOU will share its training facilities and resources for conducting training programmes;

(3). OBLIGATIONS OF FSSAI:

With a view to achieve the objectives set forth in the preceding Clause (1), FSSAI agrees to discharge the following responsibilities:

- (i). **Approving IGNOU as Training Partner:** FSSAI will approve IGNOU as training partner for implementation of the FOSTAC training programmes. IGNOU Regional Centres / Study Centres will be approved as Training Centres / Venue for conducting the training programmes;
- (ii). **Sharing of resources:** FSSAI will share its training facilities and resources (Training materials and experts / officials) with IGNOU which can also be used for integration with existing courses and developing new or additional courses / programmes by IGNOU;
- (iii). **Facilitate in mobilization of target group:** FSSAI will help in mobilization of target group for the educational and training programmes through its FOSTAC platform and linkage with the industry and corporate bodies;
- (iv). **Facilitate in identify the resource person / experts:** FSSAI will help IGNOU in identifying the resource persons / experts for recording of audio/ video programmes and preparation of study materials as and when required;
- (v). **TOT programmes:** FSSAI will conduct TOT programmes for the IGNOU nominated trainers across the country;

(II) DISPUTE RESOLUTION

- ii. It is further agreed between the parties that in the event the efforts to resolve the dispute as per Sub-Clause (i) above fail then recourse to

mechanism / instructions as suggested by the Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India, vide D. O. No. 29 (9)/2014-Judl. Dated 07.08.2014 to desist from initiating Inter-ministerial / Departmental Litigation in the Court of Law and to reduce the litigations between various Ministries / Departments;

will be deleted in its entirety and is replaced with the following:


(1) OBJECTIVES: The objective of the present renewed MoU is to develop skilled human resources in Food Safety and Ancillary disciplines through IGNOU's and FSSAI's infrastructure and facilities.

(2) OBLIGATIONS OF IGNOU:

- i. **Transmission of contents related to FoSTaC courses through IGNOU broadcast facilities:** IGNOU will help FSSAI in transmitting the contents of FoSTaC courses through its ICT network like GyanVani, GyanDarshan and SWAYAM PRABHA etc. in regional languages as well.
- ii. **Translation/ Regionalization/ Revision and upgradation of Training Manuals:** IGNOU will facilitate in the matters related to translation in regional languages, revision and upgradation of training contents.
- iii. **Development of multimedia contents:** IGNOU will help FSSAI in developing multimedia contents like audio-video films in line with the programmes being offered by the University in the areas of food processing/food safety which can be used for the educational and training programmes by both the Institutions.
- iv. **Sharing of facilities and resources:** IGNOU will share the training facilities and resources for conducting training programmes.
This obligation does not involve any additional financial commitment other than allowing our infrastructure for the purpose.

(3) OBLIGATIONS OF FSSAI:

- i. **Sharing of resources:** FSSAI will share its training facilities and resources, training materials and experts/ officials with IGNOU which can also be used for integration with existing courses and developing new or additional courses programmes by IGNOU.
- ii. **Facilitate in identifying the resource persons/experts:** FSSAI will help IGNOU in identifying the resource persons/ experts for recording of audio video programmes and preparation of study materials, as and when required.
- iii. **Facilitate in Internship of IGNOU students:** Under FSSAI's internship Programme, students of IGNOU, in limited numbers as agreed by FSSAI from time to time, may be taken as interns and posted in various divisions of FSSAI (headquarters, Regional offices and Laboratories of FSSAI for a period of 3 months).
- iv. **Facilitate in identifying the study Centres for IGNOU students:** FSSAI will help in identifying the learner support centre by providing a list of FSSAI notified laboratories to IGNOU and also facilitate, if required so that IGNOU can collaborate with them for establishing learner support centres for its Bachelor's, Master's and PG Diploma programmes of IGNOU (SOA).



(1) DISPUTE RESOLUTION:

- ii. It is further agreed between the parties that in the event the efforts to resolve the dispute as per Sub-Clause (i) above fail then recourse to mechanism / instructions as suggested by the Department of Legal Affairs, Ministry of Law & Justice, Government of India (vide D.O. No. LA-84/3/2023-Adv 'A' dated 06.02.2023) to desist from initiating Inter-ministerial / Departmental Litigation in the Court of Law and to reduce the litigations between various Ministries / Departments;

IN WITNESS WHEREOF, the Parties execute this Renewal & Amendment MoU as of the Effective Date.

For and on behalf of IGNOU

Dr. Alok Chaube,
Registrar (Administration),
Indira Gandhi National Open University
(IGNOU), Maidan Garhi,
New Delhi

Dated: 14th June 2023
Place: New Delhi

In the presence of:
(Representatives from IGNOU, New
Delhi

For and on behalf of FSSAI

Shri G. Kamala Vardhana Rao, IAS,
Secretary, GoI and Chief Executive
Officer (CEO), Food Safety and
Standards Authority of India (FSSAI),
New Delhi

Dated: 14th June 2023
Place: New Delhi

In the presence of:
(Representatives from FSSAI, New
Delhi

For IGNOU

1)
Prof. P.K. Jaiswal
Director,
School of Agriculture

2)
Umesh Chandra Pankey
Director RSD

For FSSAI

(RAJEEV KUMAR JAIN)
EXECUTIVE DIRECTOR, FSSAI

3)
UMESH KUMAR JAIN
Joint Director (T-1)
FSSAI.



MEMORANDUM OF UNDERSTANDING

BETWEEN

**ALL INDIA COUNCIL FOR
TECHNICAL EDUCATION
(AICTE), NEW DELHI**

AND

**INDIRA GANDHI NATIONAL
OPEN UNIVERSITY
(IGNOU), NEW DELHI**



This Memorandum of Understanding (MoU) executed at New Delhi on this day of 07th March, 2023 by and between:

All India Council for Technical Education, New Delhi, through its Member Secretary, (hereinafter referred to as the "AICTE") having its office at Nelson Mandela Marg, Vasant Kunj, New Delhi 110070 on the first part.

AND

Indira Gandhi National Open University through its Registrar (Administration) (hereinafter referred to as the "IGNOU") having its office at Maidan Garhi Road, Maidan Garhi, New Delhi, Delhi 110068.

WHEREAS, the AICTE and the IGNOU are desirous to execute a MoU for sharing the English version of Identified MBA Program, (hereinafter referred to as the identified courses) by IGNOU based on the AICTE model curriculum and their translation into 12 identified Indian Languages by the AICTE.

NOW, THEREFORE, both parties agree to the following terms and conditions: -

1. **Objective:** The objective of the MOU between the AICTE and the IGNOU for translating the identified IGNOU MEA program courses Self Learning Material (SLM) into 12 Identified Indian Languages to facilitate the preparation and introduction of technical books of Management discipline in Indian languages.

2. **Duration:** Two years from the date of signing the MoU.

3. **Role and Responsibilities of IGNOU:**

- i. To provide the study material of the identified courses in English languages to the AICTE in MS WORD file for the purpose of translation in 12 Indian Languages i.e. Hindi, Odia, Tamil, Telugu, Kannada, Punjabi, Bengali, Marathi, Gujarati, Assamese, Urdu and Malayalam.
- ii. To provide the study material of the identified courses in English language of IGNOU to AICTE for uploading in the AICTE eKUMBH portal without any charge & free download by the students & faculty of the AICTE approved institutions.
- iii. To perform the layout design of the 12 Indian Languages identified translated books after receiving soft copy of the translated books in MS word format from AICTE.
- iv. To nominate IGNOU management faculty to coordinate with AICTE for the translation & design layout work.
- v. Any other task on Terms & Conditions mutually agreed upon in writing.

4. **Role & Responsibilities of AICTE:**

- i. The AICTE will constitute a Committee with IGNOU representative & outside experts for the mapping of the existing IGNOU MBA program content with the core



courses of the AICTE Model Curriculum for purpose of identification of IGNOU MEA courses for translation in 12 Indian languages.

- ii. The AICTE will identify the different universities /institutions across India for the translation of the identified IGNOU MBA courses as per AICTE model curriculum in 12 Indian Languages i.e. Hindi, Odia, Tamil, Telugu, Kannada, Punjabi, Bengali, Marathi, Gujarati, Assamese, Urdu and Malayalam. The AICTE translation tool will be used for providing draft copies of the translated books to the different universities/institutes and subsequently it will be vetted by faculty (translators and reviewers) from the same area/discipline.
- iii. The expenditure towards the payment of honorarium to the translators & reviewers of the identified IGNOU MBA courses from English to 12 identified languages will be borne by AICTE.
- iv. AICTE will provide soft copy of the identified translated courses in MS WORD format to IGNOU for design layout.
- v. The translated books will carry logo of AICTE, IGNOU & Identified University/ institutions (in translation) in front cover, back cover & the inside cover will have credentials of AICTE/ IGNOU officials, university/institution involved in translation along with the translators.
- vi. The accountability of the translated contents of MBA courses in 12 identified languages will be with the university/institution involved in translation along with the translators.
- vii. AICTE shall provide soft copy of Indian languages translated MBA courses in MS WORD format to IGNOU free of cost and IGNOU will have right to use it for any purpose.

5. Copyright

AICTE will upload all the identified translated MBA course study material of the IGNOU in English on eKUMBI Portal (<https://ekumbh.aicte-india.org/>) for free access by student, faculty etc. from different institutions in India. The copyright of the IGNOU MBA course material in English as well as 12 languages will remain with IGNOU only CC-BY-NC-SA (Creative Commons Non-Commercial Share- Like) OER license will be followed.

6. Confidentiality & Ownership

- i. Any information/documents shared by the parties under this MoU shall not be made public without the formal approval of each other.

7. Validity of Agreement:

- i. This agreement shall be effective up to a maximum of **two years** starting from the date of signing of the agreement and its continuance further will be subject to annual review of the deliverables and on terms agreed upon in writing.



8. Resolution of dispute:

- i. Any dispute between the parties arising in connection with the performance of this MOU shall be resolved amicably between the parties through a process of negotiation by the representatives of both the parties.
- ii. In case the dispute is not resolved, then it shall be referred to the Chairman, AICTE and the Vice-Chancellor of the IGNOU for settlement. Even then, if any issue still remains unresolved, then it shall be referred to resources to mechanism/instructions as suggested by Secretary, Department of Legal Affairs, Ministry of Law & Justice, Govt. of India, vide D.O. No. 29(9)/2014-Judi. Dated 07.08.2014 to desist from initiating inter-ministerial Departmental Litigation & to reduce the litigations between various Ministries/Departments/authorities etc. would be adhered by both the parties.

9. Termination:

- i. The AICTE & the IGNOU in its sole discretion, by giving prior notice of one month to the other party, may terminate this agreement without assigning any reason vide written notice to & by the authorized signatories of the parties.
- ii. The above MoU shall be governed by the policy and norms of IGNOU.

10. Amendment

The Annexures attached to this Agreement shall be deemed to be part of this Agreement as if the provisions thereof were set out herein in extension. No modification or amendment of this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed and mutually accepted by the Parties. The amendments shall be documented and shall ipso facto become the integral part of this Agreement.

11. Matters not provided in

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

IN WITNESS whereof, the parties hereto have caused this agreement to be signed in their respective name as on the day, month and year mentioned above.

For and on behalf of
AICTE, New Delhi

(Prof. Rajive Kumar)

Dr. Rajive Kumar, Prof. RAJIVE KUMAR
Member Secretary, AICTE
अखिल भारतीय तकनीकी शिक्षा परिषद्
All India Council For Technical Education
(एन सी आर) (एन सी आर) (एन सी आर)
(A Statutory Body of the Govt. of India)
एन सी आर, एन सी आर, एन सी आर
एन सी आर, एन सी आर, एन सी आर

Witness

For and on behalf of
**Indira Gandhi National Open
University, New Delhi**

(Dr. Alok Chaube)

Registered in the name of Dr. Alok Chaube
Open University (IGNOU), New Delhi
इन्दिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय
Indira Gandhi National Open University
एन सी आर, एन सी आर, एन सी आर

Witness

IGNOU
ADDP/MA Cell

MEMORANDUM OF UNDERSTANDING



INDIRA GANDHI NATIONAL OPEN UNIVERSITY,

MAIDAN GARHI, NEW DELHI - 110068

And



CENTRAL SANSKRIT UNIVERSITY

56-57, INSTITUTIONAL AREA,
JANAKPURI, NEW DELHI-110058

R. K. Barman
25.7.2022
Prof. Ranjit Kumar Barman
Registrar (B2)
Central Sanskrit University
56-57, Institutional Area,
Janakpuri, New Delhi - 110058

Dr. Alok Chandra
कुलाध्यक्ष (प्रमुख) / Registrar (Admin.)
इन्दिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय
Indira Gandhi National Open University
ब्लॉक नं. 56 | पीएच-58 | मैदान गार्ही, नई दिल्ली-110068



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Certificate Issued Date	: 25 Jul 2022 06:30 PM
Account Reference	: SELF PRINT (PU) (G-S&M) NEHRU DL-DLH
Unique Doc. Reference	: SUJIN-OLDL-SELF12703613241585U
Purchased by	: VIBHASH TRIPATHI
Description of Document	: Article 9 General Agreement
Property Description	: MOU BETWEEN INDIRA GANDHI NATIONAL OPEN UNIVERSITY AND CENTRAL SANSKRIT UNIVERSITY
Consideration Price (Rs.)	: 100 (One Hundred only)
First Party	: INDIRA GANDHI NATIONAL OPEN UNIVERSITY IGNOU
Second Party	: CENTRAL SANSKRIT UNIVERSITY
Stamp Duty Paid By	: INDIRA GANDHI NATIONAL OPEN UNIVERSITY IGNOU
Stamp Duty Amount (Rs.)	: 100 (One Hundred only)




SELF PRINTED CERTIFICATE TO BE
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WWW.SHOLESTAMP.COM

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING (MoU)** is signed at New Delhi on 27th July, 2022 (Hereinafter, referred to as the "**EFFECTIVE DATE**")

BY & BETWEEN

MoU between IGNOU and CSU, New Delhi, Page 2


श्री. आलोक चौसे Mr. Alok Chaurse
पुस्तकालय (अध्यक्ष) / Registrar (Admin.)
इंदिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय
Indira Gandhi National Open University


Registrar (Ac)
Central Sanskrit University
58-57, Jankpura
New Delhi - 110028

FIRST PARTY

Indira Gandhi National Open University, hereinafter referred to as 'IGNOU', having its headquarter office at Maidan Garhi, New Delhi-110068 is a Central University which aims to encourage, coordinate and set standards for open and distance education in India and to strengthen the human resources in India, represented through its Registrar (Administration), which expression shall unless repugnant to the subject or context mean and include its successors and assignees of the FIRST PARTY.

And

SECOND PARTY


Central Sanskrit University, hereafter referred to as 'CSU', was established on 30th April, 2020 by an Act of Parliament as per the Government of India Gazette No. CG-DL-A-17042020-219068 dated 17th April 2020. Earlier Rashtriya Sanskrit Sansthan was established on 15th October 1970 as an autonomous organisation registered under the Societies Registration Act (XXI of 1860) under the control of MHRD, Govt. of India which got transformed as Deemed University in 2002, represented through its Registrar, which expression shall unless repugnant to the subject or context mean and include its successors and assignees of the SECOND PARTY.

The "IGNOU" and the "CSU" are hereinafter collectively referred to as the "PARTIES" and individually as a "PARTY".

WHEREAS, the Indira Gandhi National Open University is the National Resource Centre for Open and Distance Learning (ODL) and offers various academic programmes that lead to Certificates, Diplomas and Degrees and develops courses for delivery through the open learning and distance education mode and is also actively involved in research, training and extension education activities.

AND WHEREAS CSU is a Premier University for promoting Sanskrit studies in India and abroad. It is the biggest Sanskrit University in the world today which is also the only Multi-Campus Sanskrit University. All-round development of all the branches of Sanskrit learning and availability of Sanskrit resources through modern systems are the main objectives of the University. The University is meant for the upliftment of linguistic diversity and cultural plurality while arranging for teaching and research in Sanskrit, Pali and Prakrit in the context of their mutual cultural inter-relationship. It is also committed for the preservation and upliftment of the philosophical and scientific elements in the knowledge systems of these languages and ensuring their availability through the equipment of informative and communication technology while establishing the relationship of these knowledge systems with cultural legacy. The CSU includes all its campuses along with affiliated colleges, research centres and any other related organisations.

MOU between IGNOU and CSU, New Delhi, Page 3


Dr. Alok Chaudhary
Registrar (Admin.)
Indira Gandhi National Open University
Maidan Garhi, New Delhi-110068


Prof. Rajjit Kumar Barman
Registrar (IC)
Central Sanskrit University
56-57, Indira Gandhi Area,
Janspur, New Delhi-110058

OBJECTIVES

That IGNOU and CSU have through this MoU come together to provide enhanced opportunities for enabling flexible learning for a wide spectrum of students through the varied distance learning courses offered by IGNOU under the "Distance and E- Learning Programmes for the students of "CSU" and are desirous to work closely by:

1. On-line courses of different programmes of IGNOU are to be incorporated with CSU Programme.
2. ODL (Open Distance Learning) Programmes of IGNOU and its Learning Material could be used as in Totality or in part of the Programme in different Courses of Distance Learning of CSU.
3. Joint Workshops and Training Courses to be organized for Teacher's Training.
4. Adoption of IGNOU Courses by CSU and Adoption of CSU Courses by IGNOU.
5. Development of IGNOU Study centers in different campuses of CSU.
6. For Sanskrit Education in the context of National Education Policy 2020, different Joint Workshops and Training Courses may be organized for Teacher's Training by CSU and IGNOU.
7. Skill Development Courses to be implemented in CSU with the help of IGNOU.
8. Sanskrit Education to be spread through the different centers of IGNOU.
9. Swayam Programme and Swayam Prabha Programmes along with MOOCS of IGNOU need to be incorporated in various programmes of CSU. Similarly, new programmes of Sanskrit language also to be designed for IGNOU.
10. For the benefits of the Sanskrit students different programmes of IGNOU could be translated in to Sanskrit Language and the CSU program could be translated into Hindi/English for IGNOU Students.
11. Students of Sanskrit language admitted into CSU are to be encouraged and facilitated for admission to BBA, BCA, and BA Tourism and other programmes of IGNOU.
12. Different Campuses of CSU could be used as examination Centers for IGNOU.
13. Education Channels like Gyan Darshan and Gyan Vanl could be used for different education programme of CSU and IGNOU.

NOW THEREFORE, IN CONSIDERATION OF MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES AGREE AS GIVEN UNDER:

1. IGNOU would be taking steps for the implementation of relevant programmes such as Degree, Diploma, Certificate Courses, Add-on skill based short term courses, Internship Alternative Programmes mutually decided by both the parties, which would aim to enhance the employability of students by equipping them with Industry / Business relevant skills. In this regard, there are various short, medium and long-term courses available in CSU to meet this objective.

ii. **CENTRAL SANSKRIT UNIVERSITY** through IGNOU's Education & Skill Development initiatives will work closely with its Campuses/ Adarsha Mahavidyalayas and affiliated colleges/ institutions to help improve the quality of the employable skills of students of this University Departments and its Colleges. In this regard, the university/ departments/ colleges of the second party shall disseminate/ circulate/ popularize the courses/ programmes of IGNOU and ensure the enrollment to meet this objective.

III. Roles and Responsibility

The principal roles and responsibility of the parties will be as set out in Articles 1 to 9.

Article 1

IGNOU, will provide Degree, Diploma, Certificate Courses, add- on courses / Short term programmes, skill based courses/ Internship alternative courses to the students/ research scholars/ trainees/ faculties/ supportive staffs of the CSU.

Article 2

The CSU will circulate/ disseminate the information/ notices/ flyers/ posters amongst the students/ participants regarding the courses/ programmes to be conducted by IGNOU.

Article 3

IGNOU will have sole responsibility to take admission/ registration, conduct the online/ virtual/ digital classes, assessments/ tests/ examinations and certifications.

Article 4

CSU will have no responsibility or any type of involvement in terms of manpower or physical infrastructure wise during conduction of the courses/ programmes.

Article 5

After the completion of course/programme, the certificate will be issued by IGNOU.

Article 6

IGNOU will charge an amount of cost in terms of course/ programme fee from the students/ participants directly and/ or through the CSU.

Article 7

The Parties agree to engage in professional/academic/cultural cooperation for the purpose of strengthening bilateral relations between both the institutions.

Article 8

Both the Parties IGNOU and CSU agree on the possibility of holding public talks, presentations, lectures, training sessions, research works, and other events by the Parties and/or with the participation of the Parties representatives at their premises and/or online.


Article 9

MOU between IGNOU and CSU, New Delhi, Page 5


Prof. Ranju Kumar Barman
Registrar (in-charge)

Central Sanskrit University

56-57, Institutional Area,
Jangpuri, New Delhi - 110056


Dr. Anil Chaube
Registrar (Admin.)
भारतीय राष्ट्रीय उच्च शिक्षण विद्यालय
India Gandhi National Open University
नया पुरी, नई दिल्ली-56 / Noida Block, New Delhi-56

Both the Parties confirm that they are independent legal entities and neither Party is an agent or a member of the other Party. The MoU does not constitute any dependency between the Parties.

Mutual Covenants:

1. Parties Shall

- A. Not do anything which in the reasonable opinion of both the Parties is or will be harmful to the reputation of both parties.
- B. Keep each other informed of any matters relevant to the overall functioning, in writing.
- C. Share their expertise or any other information which would be of mutual benefit, as per the mandate of this MoU.

2. Financial Terms and Conditions

The students and research scholars of the university/Campuses/ Departments/ Affiliated Colleges will pay the enrollment fee of the course/ programme in which they might be interested to get admission/ training and certification to IGNOU, as per the IGNOU Statutes, Rules and Ordinances.

3. Duration/ Term of the MOU:

- A. The MOU shall begin from the date of its execution by the parties hereto.
- B. This MOU shall continue in full force and effect up to 05 years from the date of signing i.e. up to 26 July, 2027 (as the term required for completion of the certificate of proficiency/ certificate / diploma/ UG/ PG programme students admitted/enrolled in IGNOU under this MoU.)
- C. Validity of this MOU shall be extended sufficiently early for further period/batches on mutual agreement, by the parties to the MOU, in writing.
- D. This Memorandum of Understanding is a document of good faith and implementation of the MOU would be monitored by a Joint Coordination Committee (JCC) on a six-monthly time frame basis.

4. **Constitution of Joint Coordination Committee.** CSU and IGNOU will form a Joint Coordination Committee with following members for the purpose of discussing any issue/ matter/ problem arising from/ due to implementation of this Memorandum of Understanding (MOU).

(a) **For CSU,**

(i) Prof. Ranumali Biswal, Director Academic Affairs

(ii) Prof. Pawan Kumar, Controller Examination

(iii) Dr. Ratne Mohan Jha, Director Mukta Swadhyaya Peetham

(b) **For IGNOU,**

- i. Pro Vice Chancellor
- ii. One Director
- iii. VC, IGNOU or his nominee shall Chair the JCC.

5. Termination

- a) Either party may terminate this MOU by mutual understanding by giving 3 (three) months' notice in writing.
- b) The parties to the MOU understand that, where a course, as aforesaid, is under continuance, as on the date of termination, the termination shall take effect only on completion of the subsisting course.

Save as otherwise set out in this MOU, the termination of this MOU howsoever arising is without prejudice to the rights, duties and liabilities of either party accrued prior to termination.


6. Confidentiality

- a) Each party hereto agrees with the other:
 - To keep information in strict confidence and secrecy.
 - Not to use the information save for complying with its obligations under this MOU.
 - Not to disclose the same to a third party other than the party's professional advisers and such employees of the other party on a need-to-know basis as per requirements of this MOU, who are under a similar duty to protect confidential information, or any third party having a legal right to obtain disclosure thereof.
- b) The restrictions contained in above clause shall apply to both the parties during the term of and for (one) year after the termination of this MOU but shall cease to apply to information or knowledge which:
 - Has in its entirety become public knowledge otherwise than through any unauthorized disclosure or other breach of such restriction.
 - The First Party has consented in writing to the same being disclosed.
 - Is or has been independently developed by the First Party without reference to or use of the confidential information.
- c) Provided that upon the expiration, cancellation or termination of this MOU, each party upon the written request of the other Party, return or destroy, to the satisfaction of the Party, all confidential information, documents, and other materials as specified by the other Party.

7. Dispute Resolution

- a) The Parties agree to resolve any issues, disputes or conflicts that may arise in relation to the terms of this MoU in the spirit of cooperation and mutual understanding through mutual consultations until both Parties are fully satisfied.


Dr. Alok Chaurbe
कुसुमसिंह (पञ्जाब) / Registrar (Ajanta)
इतिहास राष्ट्रीय मुक्त विद्यापीठ
(Centre Gandhi National Open University
एन ओ. यू. सिटी-05 / Maidan Garhi, New Delhi


Prof. Ranjit Kumar Barmal
Registrar (U2)
Central Sanskrit University
05-57, Mahabaleshwar Road,
Jalandhar, New Delhi - 110022

but in case the disputes are not resolved by mutual discussions, it shall be resolved with the adjudication of Secretary (Higher Education), Ministry of Education.

8. Copyright

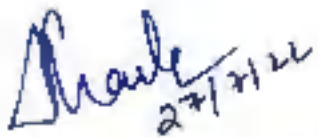





The copyright for the study materials prepared by both the parties (IGNOU and CSU (print, audio, video) shall be held by them exclusively. Both the Parties will not make any use of the Study material prepared under this project without the permission of each other, and the use thereafter shall be subject to acknowledging the source.

9. Matters Not Provided In

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

IN WITNESS WHEREOF the parties hereto have put their respective hands on first above written.

For and on behalf of:

<p>Indira Gandhi National Open University Maidan Garhi New Delhi-110068, (IGNOU) (First Party)</p>	<p>Central Sanskrit University Janakpuri, New Delhi - 110058. (CSU) (Second Party)</p>
<p> 27/7/22 Dr. Alok Chaudhary / Dr. Alok Chaudhary Registrar (Admin.) / Registrar (Admin.) Indira Gandhi National Open University Maidan Garhi, New Delhi-110068</p>	<p> 22.7.22 Prof. Ranjit Kumar Barman Registrar (Uc) Central Sanskrit University 56-57, Institutional Area, Janakpuri, New Delhi - 110058 Prof. Ranjit Kumar Barman Registrar Central Sanskrit University 56-57, Institutional Area, Janakpuri, New Delhi - 110058</p>
<p>Witnesses 1.  Dr. Umesh Chandra Pandey Director (RS II)</p>	<p>Witnesses 1.  Prof. Kuldeep Sharma</p>
<p>2.  Prof. J. K. SARMA</p>	<p>2.  Dr. Manoj Kumar</p>

MEMORANDUM OF UNDERSTANDING



Between

**Indira Gandhi National Open University,
Maidan Garhi, New Delhi – 110068**

And



**Dattopant Thengadi National Board for Workers
Education & Development (DTNBWED), Govt of
India**



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹100

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Certificate No.	: IN-DLS8492882304127U
Certificate Issued Date	: 15-Sep-2022 04:12 PM
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Purchased by	: VIEHASH TRIPATHI
Description of Document	: Article 5 General Agreement
Property Description	: MEMORANDUM OF UNDERSTANDING BETWEEN INDIRA GANDHI NATIONAL OPEN UNIVERSITY AND DATTOPANT THENGADI NATIONAL BOARD FOR WORKERS EDUCATION AND DEVELOPMENT DTNBWED GOVT OF INDIA
Consideration Price (Rs.)	: 100 (One Hundred only)
First Party	: INDIRA GANDHI NATIONAL OPEN UNIVERSITY IGNOU
Second Party	: DATTOPANT THENGADI NATIONAL BOARD FOR WORKERS EDUCATION AND DEVELOPMENT DTNBWED GOVT OF INDIA
Stamp Duty Paid By	: INDIRA GANDHI NATIONAL OPEN UNIVERSITY IGNOU
Stamp Duty Amount(₹s.)	: 100 (One Hundred only)

₹100 ₹100 ₹100 ₹100

₹100



SELF PRINTED CERTIFICATE TO BE VERIFIED BY THE RECIPIENT AT WWW.SHCIESTAMP.COM

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Write with or write below this line.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made at New Delhi on this day of 19th Sept 2022

Stationery Agent: श्री. अशोक चौधरी / Dr. Alok Chaudhary

सत्यमेव जयते

BY AND BETWEEN

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

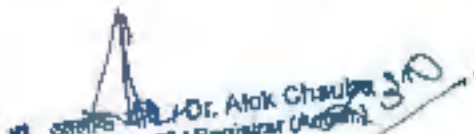
AND

Dattapani Theogadi National Board for Workers Education and Development, under Ministry of Labour & Employment, Govt. of India (hereafter referred as DTNBWE&D) having its Head Office at New Delhi through its authorized signatory, Shri Ranul Bhagat, Director General, which expression unless repugnant to the context or the meaning there of shall include its appointed successors or permitted assigns and administrators.

Hereinafter, 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 DTNBWE&D, under Ministry of Labor& Employment, Govt. of India implements Workers Education Scheme sponsored by Government of India in providing education and training to the workers in organized, unorganized and rural sector workers for their capacity building, empowerment and awareness generation by conducting different training programmes of various duration.

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. DTNBWE&D desires IGNOU to collaborate for developing distance education programmes referred to as, (i) Certificate Programme in Trade Unionism and Labor in Development and (ii) Certificate Programme in Labor Code, for the organized sector workers and (i) Appreciation Programme in Digital Literacy and (ii) Appreciation Programme in Capacity building, for unorganized sector workers. Both the parties have deliberated, negotiated and agreed upon the terms and conditions governing their relationship for there to respond to the need of professional development as under:


Dr. Alok Chaube
Registrar (Administration)


Shri Ranul Bhagat
Director General

The Programme Objective

To design and develop the:

A. Certificate programmes for organized sector workers on:

- i. Trade Unionism and Labor in Development.
- ii. Labor Code.

B. Appreciation programmes for unorganized sector workers on

- i. Digital Literacy.
- ii. Capacity-building.

Now therefore, in view of the foregoing and in further consideration of mutual covenants herein contained, the Parties hereto agree as given under:

I. OBLIGATIONS OF IGNOU:

- i. Nominate three representatives from IGNOU to the Joint Monitoring and Coordination Committee, formed as per Clause 3 of this MoU.
- ii. The Certificate and Appreciation programmes will be housed in a School of Inter-Disciplinary and Trans-Disciplinary Studies (SODTS) of IGNOU.
- iii. Design curricula; identify course contents, credit points, study hours and evaluation system.
- iv. Develop audio/video content, student handbook, prospectus and other related materials, in consultation with DTNBWE&D.
- v. Organize expert meetings for various programme activities.
- vi. Develop and format the content in e-format as per its formatting structure.
- vii. Identify and approve study centers, (herein after referred to as Study Centre(SC)), Study Centre Coordinator and Academic Counsellors in consultation with DTNBWE&D as per IGNOU Guidelines and Rules.
- viii. Utilize its regional centers for facilitating the implementation of the programmes in association with DTNBWE&D as per IGNOU guidelines. Head Office of IGNOU shall coordinate with Head Office of DTNBWE&D and at Regional Level the Regional Directorate of DTNBWE&D shall coordinate with Regional Centres of IGNOU.
- ix. Monitor and supervise the implementation and evaluation of the programme in association with DTNBWE&D as per mutual consensus and as per the IGNOU guidelines and rules.
- x. Allot a unique programme code, to all four programmes.


 Alok Chaudhary

 Rajesh Kumar
Principal/Regional Director

- xi. Allot the Regional Centre Code, Study Centre code, Programme code and enrolment number.
- xii. Ifold the assessment as per its guidelines for Certificate programmes [Continuous Assessment and Term-end Exams (TEE)], issue Certificates, as per IGNOU guidelines. TEE will not be held for the Appreciation level programmes. However, a system for assessment of performance of learners other than pen and paper exam will be worked out.
- xiii. Examination fees of Rs 200/- per course (as per IGNOU norms) will be charged from the eligible students.
- xiv. issue the statement of marks mentioning the names of both collaborators, i.e., IGNOU and DTNBWED but the Certificate will be issued under the name of IGNOU only.

2. OBLIGATIONS OF DTNBWE&D

- i. Nominate three representatives to the Joint Monitoring and Coordination Committee formed as per Clause 3 of this MoU for coordination and smooth implementation of this MoU.
- ii. Facilitate and motivate the workers for registration, and shall be in charge of all promotional activities for enrolment in the proposed programmes, with clear information to IGNOU.
- iii. Sponsor the prospective learners and maintain its own enrolment records.
- iv. Make arrangements for and translate the self-learning material from English into the respective regional languages.
- v. Repurpose/adapt the content for Appreciation programmes shared by IGNOU according to the level and requirement of their respective target groups.
- vi. Develop the content for Certificate as per the guidelines for content development shared by IGNOU.
- vii. Identify Regional Directorates well equipped with required infrastructure to run the programmes under this MoU, with due information to IGNOU on time-to-time basis.
- viii. Identify the Study Centres, Study Centres Coordinator and Academic Counselors at regional level, with due information to IGNOU in writing.
- ix. Conduct Orientation Programme of Academic Counselor and Coordinators with the support from IGNOU.


Dr. Ajok Chandra
Director

Dr. Ajok Chandra
Director

सहस्रक मन्त्रालय/Rajshahi BH

3. JOINT MONITORING AND COORDINATION COMMITTEE (JMCC)

The Parties shall jointly set up a Joint Monitoring and Coordination Committee which would be responsible for the overall administration and implementation of the programme under this MoU and with the approval of competent authority shall have the power to take any decision related to the programme and its administration, as per the rules and guidelines.

- a. Will include three members each from IGNOU and DTNBWE&D
- b. Will meet at least twice a year, for smooth functioning of various activities of this MoU
- c. Will review periodically the activities undertaken under this MoU.
- d. **Constitution of Joint Coordination Committee.** DTNBWED and IGNOU will form a Joint Coordination Committee with following members:

1. **For IGNOU,**

- i. Pro Vice Chancellor
- ii. One Director
- iii. VC, IGNOU or his nominee shall Chair the JCC.

2. **For DTNBWED,**

- (i) Dr. Rajendra Prasad Padhy, Education Officer, Bhubaneswar
- (ii) Dr. Dharmendra Kumar Mishra, Education Officer, Rourkela
- (iii) Shri Prithvi Raj Sinha, Education Officer, Bhopal

4. COPY RIGHT AND INTELLECTUAL PROPERTY

- i. Copy right of the course material (print, audio/video) developed by IGNOU shall remain exclusively with IGNOU.
- ii. Copy right of the course material (print, audio/video) developed by DTNBWED shall remain exclusively with DTNBWED.
- iii. Copyright of the course material developed jointly shall remain with both IGNOU and DTNBWED under the Creative Commons License, clause CC-BY-SA.
- iv. Any unauthorized attempt to use, register or attempt to register any of the IPR of a Party without express permission of the other Party shall constitute an act of infringement of IPR of the said Party.

5. FEE STRUCTURE

It has been mutually agreed and decided that:

- i. Course fee for the certificate programme would be Rs1000/-
- ii. Course fee for Appreciation programme would be Rs500/-

- iii. for registration and the aforesaid fees would be collected by IGNOU
- iv. Fee Collection: Programme fee will be deposited only in the online mode, through the IGNOU admission portal and will get directly remitted to IGNOU. Alternatively, due to the possible inability of applicants from the unorganized sector to use the online platforms, the fee can also be collected at the DTNBWED centres and the consolidated amount will be credited to IGNOU account along with the list and details of learners by DTNBWED.
- v. Examination fee: Examination fees of Rs 200/- per course (as per IGNOU norms) will be charged from the eligible students.

6. ELIGIBILITY


- i. IGNOU in consultation with DTNBWE&D shall decide in writing the eligibility criteria and admission modalities like entrance exam and/or Interview, etc. for the programmes.
- ii. IGNOU will be free to amend the eligibility condition, so as to offer the programme to all eligible candidates.
- iii. The eligibility will be 10+2 for the proposed Certificate level programmes in Trade Unionism and in Labor Code. No formal qualification shall be adhered to for Appreciation programmes in Digital Literacy & Capacity building but the applicants must be adults i.e., 18 years or above.


7. VALIDITY

The MOU shall come into force with effect from ^{11th Sept} 1.11.2022 and will remain in operation initially for a period of three years which may be extended upto five years, (after reviewing the MoU), in writing.

8. TERMINATION

During the period of operation, either party may initiate termination by giving a notice of 3 (three months and this MoU would be terminable with the written consent of both the parties, without affecting the interest of those already enrolled. However, in case of any material breach of the terms and conditions of this MoU, and failing to remedy such breach within 30 (thirty) days of receipt of written notice of breach, the complaining party can terminate this MoU immediately. However, interest of those already enrolled would not be affected by this termination.


 Dr. Alok Mishra / Dr. Alok Mishra
 Registrar (Admin.)
 IGNOU


 Rakesh Kumar
 Director General
 DTNBWED

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

(I) For IGNOU

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

(II) For DTNBWE&D

The Director General
Dattopant Thengadi National Board for Workers Education & Development
2nd Floor, Employment Exchange Building, Near ITI, Pusa Road
New Delhi - 110012

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, regulations, embargoes, actions by the government or any agency thereof, acts of God, storms, fires accidents, Strikes, sabotages explosions 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 and conditions of this MoU for any

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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

- 1) The parties to this MoU 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 MoU due to breach of any provision of this MoU 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.
- 2) The Parties agree that this provision shall survive termination of the MoU.

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 thereto or their respective representatives or assignees at anytime, 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.





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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 it otherwise is inseparable from the remaining Collaboration. In such cases, the parties to this Collaboration shall attempt to agree on a provision, which is valid and enforceable and similar to the original provision.

15. 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.

16. REPRESENTATION & WARRANTIES

Both the parties hereby represent and warrant to each other:

It has the power and authority to sign this MOU, perform and comply with its duties and obligations under this MOU.

- i. This MOU constitutes legal, valid and binding obligations enforceable against it in accordance with the terms hereof.
- ii. The execution, delivery and performance of this MOU have been duly authorized by all requisite actions and will not constitute a violation of:
 1. Any statute, judgment, order decree or regulation of any court, governmental instrumentality or arbitral tribunal applicable or relating to itself, its assets or its functions; or
 2. Any other documents or to the best of its knowledge any indenture, contractor MOU to which it is a party by which it may be bound.

17. 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.

 Dr. Anil Chaur
(Signature)

 27/02/2022

18. 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 Governing Body of the DTNBWE&D and / or the Ministry of Labour & Employment 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 they ear first above written.

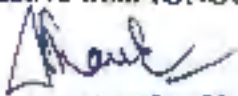
For and on behalf of IGNOU

Dated:

Place:

In the presence of:

(Representative from IGNOU, New Delhi)


1. **Dr. Atok** / Dr. Atok Chaube
Registrar (Admin.) / Registrar (Admin.)
Indira Gandhi National Open University
New Delhi

2. Name: **Dr. Umesh Chandra Pandey**
Director RSD
IGNOU


For and on behalf of DTNBWE&D

Dated:

Place:

In the presence of:

(Representative from DTNBWE&D)


1. **Shri Rahul Bhat**
Director General
Director General

2. Name: **C. VISHWA P. RAMESH**
By Director (Edn) / c
New Delhi



Certificate No. : IN-UP66384775075729U
 Certificate Issued Date : 01-Dec-2022 03:56 PM
 Account Reference : NEWIMPACC (SV) up14003304/ NOIDA/ UP-GBN
 Unique Doc. Reference : \$J83N-UPUP1400330426883641089853U
 Purchased by : EDCIL INDIA LIMITED
 Description of Document : Article 5 Agreement or Memorandum of an agreement
 Property Description : Not Applicable
 Consideration Price (Rs.) :
 First Party : EDCIL INDIA LIMITED
 Second Party : Not Applicable
 Stamp Duty Paid By : EDCIL INDIA LIMITED
 Stamp Duty Amount (Rs.) : 100
 (One Hundred only)



Service Agreement

between

Indira Gandhi National Open University (IGNOU)

and

EdCIL (INDIA) Limited

for

PROVIDING HH SUPPORT

FOR

**(IGNOU-PMU OF NATIONAL MISSION ON EDUCATION THROUGH
INFORMATION & COMMUNICATION TECHNOLOGY (NMEICT))**

(Signature)
 डॉ. अजीत कुमार श्री ADr. Ajok Chauba
 कुलसचिव (प्रशासन) Registrar (Admin.)
 इंदिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय
 Indira Gandhi National Open University
 ई-पत्र नं. ई. ई-20-22 / Noida-Gand. New Delhi-20



This Service Agreement arrived at this day of **December** 2022, between **Indira Gandhi National Open University (IGNOU) Maidan Garhi, New Delhi 110068**, a NACC A++ accredited University, hereinafter referred to as "IGNOU-PMU", which expression shall unless repugnant to the context shall deem to include its successors and assigns on one part.

and

EdCIL (India) Limited (Service Provider), a Mini Ratna (Category – i) CPSE set up under Companies Act, 1956 under the Ministry of Education (MoE), Government of India, having its Registered office at **Vijaya Building, 5th Floor, 17- Barakhamba Road, New Delhi-110001** and Corporate office at **EdCIL House, 18-A, Sector 16- A, Noida-201301 (UP)**, which expression shall unless repugnant to the context, shall deem to include its successors and assigns, hereinafter referred to as "EdCIL" on the other part.

(E) BACKGROUND OF NMEICT SCHEME

The National Mission on Education through ICT (NMEICT) was launched on February 3, 2009 and currently Phase III of the project is operational with major projects like SWAYAM, SWAYAM Prabha, Virtual Labs, etc.

Earlier the PMU for NMEICT was handled by EdCIL and their engagement as PMU will be over by December 31, 2022. With approval of Project Approval Board (PAB) of NMEICT now IGNOU has been entrusted the responsibility of PMU-NMEICT from January 01, 2023.

Now THEREFORE EdCIL is desirous of providing HR Services for IGNOU-PMU, as per terms and conditions agreed upon as hereunder:

(F) DEFINITIONS

- (i) "IGNOU-PMU" means the IGNOU.
- (ii) "HR Service provider" means team of EdCIL (India) Limited to provide HR support.
- (iii) "NMEICT" means the National Mission on Education through Information and Communication Technology Project of the Government of India.
- (iv) "PMU" means the Consultants & Support Staff dedicated to the NMEICT Project to provide support to IGNOU-PMU.

(G) SCOPE OF SERVICES BY EdCIL (India) LIMITED

EdCIL (India) Limited shall provide the following services:

Handwritten signature and stamp:
आलोक चौरा / Dr. Allok Chauria
अधीक्षक (प्रशासन) / Registrar (Admin)
इन्दिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय
Indira Gandhi National Open University
प्लॉट नं. 24 राई-68/मैदान गार्ह, नई दिल्ली-68




C. RECRUITMENT OF KEY OFFICIALS/ CONSULTANTS:

- (i) The IGNOU-PMU shall provide to EdCIL (India) Limited the requirement of contractual key officials/consultants/in each area to be engaged so as to achieve the objectives of the programme from time-to-time indicating educational and work experience qualification and detailed job description/specifications. Initial requirement is indicated in Annexure 1.
- (ii) The key contractual officials/Consultants required by the IGNOU-PMU for project implementation will be recruited by EdCIL (India) Limited. The process of recruitment and extension of contract or otherwise shall be separately carried out by EdCIL based on the requirements and approval of the IGNOU-PMU. EdCIL shall advertise relevant vacancies in the newspapers. The applications shall be invited online. If required online examination can also be held. Representatives of IGNOU-PMU shall be associated during each stage of the selection of the consultants. The appointment of consultants/ key officials shall be within the approved budget provision indicated by IGNOU-PMU from time to time, in written.
- (iii) The contractual officials/Consultants so appointed shall be on the payroll of EdCIL and their conditions of engagement shall be governed by the relevant contractual rules and regulations of EdCIL and as per the requirements of the IGNOU-PMU. Their continuation of engagement and payment of increment would be guided by advice and subject to approval of the IGNOU-PMU. An annual performance evaluation feedback for this purpose will be forwarded by IGNOU-PMU to EdCIL.
- (iv) The requirement of short-term consultants/resource persons engaged for the project, will similarly be indicated by the IGNOU-PMU and their appointment will be made by EdCIL as per modalities to be approved by the IGNOU-PMU. Other modalities of selection and operation of the contractual posts shall be as mentioned as per the terms of this agreement.

2. PAYMENT TO EdCIL (India) LIMITED

- (i) On requisition by EdCIL along with all relevant information and fulfillment of the required conditions, the funds budgeted for HR services shall be released by the IGNOU-PMU to EdCIL quarterly during each financial year in advance against the invoice raised for meeting the recurring expenditure. Additional expenditure with proper justification, if any, for HR related activities will be paid from IGNOU-PMU fund against the invoice raised.
- (ii) EdCIL will be paid 10% of the service charges for HR + GST (as applicable).


Dr. Alok Chaudhary
कुशलसचिव (प्रशासन) / Registrar (Admin.)
इन्दिरा गान्धी राष्ट्रीय मुक्त विश्वविद्यालय
Indira Gandhi National Open University
एन 80, एन 80B-68 / Moulana Garia, New Delhi-110068



- (iii) Any other costs in addition to HR related activities including release of Advertisement in national dailies for recruitment activities to handle legal matters etc., related to HR activities of the project, and related expenses will be met as per actuals.


3. OBLIGATIONS OF IGNOU-PMU (IGNOU)

To ensure smooth functioning of the project, besides providing all the approvals, as required from time to time in written, the IGNOU-PMU will:

- (i) Issue Award Letter after acceptance of Proposal of EdCIL for IGNOU-PMU's HR Services.
- (ii) Release of funds for the HR Services to EdCIL against the invoice raised as per Clause 2.
- (iii) Intimate to EdCIL well in advance about various requirements and give reasonable deadlines to it for making arrangements of HR activities.
- (iv) Accord approval as requested by EdCIL from time to time pertaining to HR components.
- (v) Provide to EdCIL the qualification criteria for various posts of Consultants, to be engaged for IGNOU-PMU.
- (vi) Accord approval to the list of candidates shortlisted and sent by EdCIL (India) Limited as per the requirements and qualifications intimated by IGNOU-PMU, for various posts of consultants and staff, out of applications received by EdCIL (India) Limited in response to advertisement for these posts.
- (vii) Nominate its representatives on the Selection Board of EdCIL (India) Limited for engagement of Consultants and Staff.
- (viii) Communicate any other approval, which is required by EdCIL in written from time to time in the execution of IGNOU-PMU Project.

4. OBLIGATIONS OF HR SERVICE PROVIDER (EdCIL)

- (i) Time bound recruitment for various positions as per the requirement of the IGNOU-PMU.
- (ii) Timely disbursement of salary/consultancy fee to the staff engaged by EdCIL in the IGNOU-PMU as per Clause 1(ii).
- (iii) Provide audited statement of accounts on yearly basis and any other financial statement(s) as desired by IGNOU-PMU from time to time.
- (iv) Timely submission of necessary invoices wherever required.
- (v) Timely submission of TDS and any other applicable taxes.


Dr. Anil Chaudhary / Dr. Anil Chaudhary
Regulator (Admin.)
इन्दिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय
Indira Gandhi National Open University
विद्यया ऽपि नमो विनो-०६ / Noida, Gurgaon, New Delhi-०६



For and on behalf of IGNOU-PMU

Signature : [Handwritten Signature]
 Name : डॉ. उपलोक देवी / Dr. Uplok Devi
 Designation : कुलसचिव (प्रशासन) / Registrar (Admin.)
इन्दिरा गान्धी राष्ट्रीय मुक्त विश्वविद्यालय / Indira Gandhi National Open University
 Date : विद्युत मार्ग, नई दिल्ली-68 / Maidan Gate, New Delhi-68

Witnessed by

Signature : [Handwritten Signature]
 Name : Dr. S. P. Dand
 Designation : DR (HR)
 Date : 29/12/2022

For and on behalf of EdCIL (India) Limited

Signature : B. Datta
 Name : [Redacted]
 Designation : [Redacted]
 Date : [Redacted]

Witnessed by

Signature : [Handwritten Signature]
 Name : S. Gupta
 Designation : Ed. CIL
 Date : 29.12.2022



**TRIPARTITE AGREEMENT FOR
ORGANIZING**

**ONLINE HINDI COURSES FOR
INTERNATIONAL STUDENTS**

AMONGST

**INDIRA GANDHI NATIONAL OPEN
UNIVERSITY (IGNOU), NEW DELHI**

&

**INDIAN COUNCIL FOR CULTURAL
RELATIONS (ICCR), NEW DELHI**

&

**CENTRAL HINDI DIRECTORATE (CUD),
NEW DELHI**

21/12/20

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AGREEMENT

This "Agreement" (Here - in - after referred to as the "Agreement") is executed on this the 9th day of November, 2022, at New Delhi,

AMONGST

INDIRA GANDHI NATIONAL OPEN UNIVERSITY (IGNOU) (With NAAC Accreditation of A++), a National University established by an Act of Parliament i. e., Indira Gandhi National Open University Act, 1985 (Act No. 50 of 1985) having its Headquarters at Maidan Garhi (New Delhi - 110068) (Here - in - after, for the sake of brevity referred to as "IGNOU", which expression unless excluded by or repugnant to the context or meaning hereof, shall include its Successor (s), Administrator (s) or Permitted Assignee (s)), being represented through its Authorized Signatory, Dr. Alok Chaube, Registrar (Administration) of the **FIRST PART**.

AND

INDIAN COUNCIL, FOR CULTURAL RELATIONS (ICCR), an autonomous organization of Government Of India having its Headquarters at Azad Bhawan Road, IP Estate (New Delhi - 110002) formed with the objectives to actively participate in the formulation and implementation of policies and programmes pertaining to India's external cultural relations; to foster and strengthen cultural relations and mutual understanding between India and other countries; to promote cultural exchanges with other countries and people, and to develop relations with nations (Here - in - after, for the sake of brevity referred to as "ICCR", which expression unless excluded by or repugnant to the context or meaning hereof, shall include its Successor (s), Administrator (s) or Permitted Assignee (s)), being represented through its Authorized Signatory, Shri Rajeev Kumar, Deputy Director General (DDG) & Chief Technology & Information Officer (CTIO), ICCR of the **SECOND PART**.

AND

CENTRAL HINDI DIRECTORATE (CHD), an apex body of Ministry Of Education, Government Of India, having its Office at West Block - 7, Ramakrishnapuram (New Delhi - 110066) which is persistently engaged in the execution of a multiplicity of important schemes for imparting an all-India character to Hindi, connecting divergent people through this language and striving consistently to get a place of prestige for Hindi at the global level. It was born to follow the same sentiments and instructions of the Constitution (Here - in - after, for the sake of brevity referred to as "CHD", which

expression unless excluded by or repugnant to the context or meaning hereof, shall include its Successor (s), Administrator (s) or Permitted Assignee (s)), being represented through its Authorized Signatory, _____

of the **THIRD PART**.

HERE-IN-AFTER, individually referred to as the "**Party**" and collectively referred to as the "**Parties**".

NOW THIS AGREEMENT WITNESSETH AS UNDER :

ARTICLE - I : DEFINITIONS

For purposes of this Agreement :

- (i). **ICCR** means Indian Council for Cultural Relations ;
- (ii). **CHD** means Central Hindi Directorate, Ministry of Education, Government of India ;
- (iii). **IGNOU** means Indira Gandhi National Open University ;

ARTICLE - II : PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to organize online Hindi Language courses for international students through ICCR and to define the roles and responsibilities of CHD and IGNOU for the successful implementation of the project for the students enrolled in three month Basic Awareness Course in Hindi offered by CHD.

ARTICLE - III : TERM OF THE AGREEMENT

The term of this agreement shall be three years from the date of signing of this agreement subject to completion of the project and realization of all payments, mutually agreed upon.

ARTICLE - IV : OBLIGATIONS OF ICCR

- (i). Shall promote the course globally to identify students for enrollment in the course.

ARTICLE - V: OBLIGATIONS OF CHD

- (i). Shall make available such Blended / Online / ODL course on offer.
- (ii). Shall be responsible for providing study material to the students.
- (iii). Shall be responsible for counseling / guidance of students.
- (iv). Shall assess the performance of the students of Awareness course in Hindi and recommend for their certification.

(v). Any other responsibility mutually agreed upon between the parties.

ARTICLE – VI : OBLIGATIONS OF IGNOU

- (i). Shall register and enroll eligible students.
- (ii). Shall organize online Hindi Awareness Course and collect fees mutually agreed with ICCR.
- (iii). To disburse the 50 % of shared fees to CHD.
- (iv). Shall conduct examination of students wherever applicable.
- (v). Shall be responsible for certification of students of Awareness Course in Hindi on the recommendations of CHD :
- (vi). Any other responsibility mutually agreed upon between the parties.
- (vii). Shall appoint a nodal officer for coordinating the online Hindi Awareness Course.

ARTICLE – VII : SHARING OF FEE

- (i). The fee sharing shall be on 50:50 basis inclusive of all charges between CHD and IGNOU.
- (ii). It has been agreed between the parties that the course fee once paid shall not be refunded.

ARTICLE – VIII : SEVERABILITY AND RENEGOTIATION

Should any provision of this Agreement for any reason be declared invalid or un-enforceable by an order of any court of competent jurisdiction or any arbitral body pursuant to the provisions of arbitration hereof, such decision shall not affect the validity of the remaining provisions, while remaining provisions shall remain in full force as if this Agreement has been executed with the invalid or unenforceable provisions hereof eliminated. In the event any such provision of the Agreement is so declared invalid or unenforceable, the Parties shall promptly renegotiate in good faith new provisions to eliminate such invalidity or un-enforceability and to restore this Agreement as near as possible to its original intent and effect.

ARTICLE – IX : GOVERNING LAWS

This Agreement shall be construed and governed by the laws of India and the Parties hereby submit to the exclusive jurisdiction of the Delhi Courts of law.

ARTICLE – X : VARIATION OF AGREEMENT

This Agreement may be varied by agreement between the Parties. All such variations, including variations in scope and time shall be in writing, mutually agreed and signed by the duly authorized representatives of all Parties.

डॉ. अशोक चौधरी / Dr. Alok Chaube
कुलसचिव (प्रशासन) / Registrar (Admin.)
सचिवालय राष्ट्रीय उच्च शिक्षण आयोग

CHD
2023-24

डॉ. मधुसूदन / Madhu Sandesh
सचिव / Dy. Director
सचिवालय / Secretary
ICCR

Reasonable variations, which are natural extension of services or are essential for completion of services, shall not be refused by either parties.

ARTICLE – XI : SETTLEMENT OF DISPUTES / ARBITRATION

If any dispute or difference of any kind whatsoever may arise between the Parties in connection with or arising out of this agreement or out of the breach, termination or invalidity of the agreement hereof, the Parties shall resolve them by resorting to the following order as mentioned :

- (i). CHD and IGNOU 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.
- (ii). If the dispute cannot be settled by mutual discussions within 30 days as provided herein, the dispute shall be referred to the sole arbitration of any arbitrator appointed by mutual consent of all parties.
- (iii). The arbitration proceedings shall be held in accordance with the provisions of Arbitration and Conciliation Act, 1996 of India or any statutory modification or re-enactment thereof.
- (iv). The arbitration proceedings shall be conducted in the English Language. The venue of arbitration shall be New Delhi.
- (v). The payment to be made to the arbitrator shall be shared equally between the Parties. All other expenses incurred by each party relating to the arbitration proceedings shall be borne by the respective Parties.
- (vi). Judgment upon any award rendered by the arbitrator may be entered in any Court in India, having competent jurisdiction in relation thereto or the application may be made to such court for a judicial acceptance or recognition of the award and announcements orders enforcement (Including specific performance), as the case may be.

ARTICLE – XII : TERMINATION OF AGREEMENT

This Agreement shall be terminated by prior notice in writing in the event of :

- (i). Either party may terminate this Agreement by providing the other party with 90 days advance notice in writing
- (ii). Such termination shall take effect at the end of the 90 days period;
- (iii). However, either party shall be entitled to terminate this Agreement immediately and without further notice in the event of the other party

committing a material breach of the terms and conditions of this Agreement, and failing to remedy such breach within 30 (Thirty) days after the receipt of written notice calling upon such party to remedy the breach complained of :

- (iv). The termination of this Agreement, 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 Agreement.

ARTICLE –XIII : FORCE MAJEURE

The Force Majeure Clauses under this agreement shall be as follows:

- (i). The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockouts, acts of public enemies, invasion, revolution, sabotage, war, blockage, insurrection/ riots, epidemics, stoppages of supplies of materials such as fuel, electricity, breakdown of machinery, fire, landslides, earthquake, storm, lightening, floods washouts, civil disturbance, explosions, accidents, satellite failure, work shutdown imposed by Government acts, Legislation or by other authorities, any other similar events not within the control of either Party and which by the exercise of due diligence, neither Party is able to overcome.
- (ii). If either Party is temporarily unable by reason of "Force Majeure" to meet any of its obligations under the contract, and if such Party gives to the other Party written notice of the event within 14 days after its occurrence, such obligations of the Party as it is unable to perform by reason of the event shall be suspended for as long as the inability continues and the duration of this Agreement may be extended provided MEA agrees to the same.

ARTICLE – XIV : COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

(i). CID has exclusive Copyright over its Course Material (Print, Audio / Video or Soft Copy).

(ii). None of the parties shall use, register or attempt to register any of the intellectual property rights which vests in the other Party, without the prior written permission of such Party :

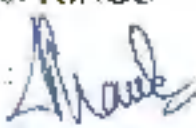



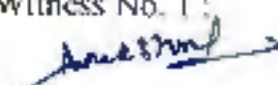
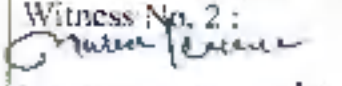

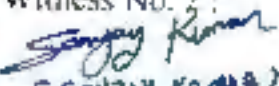


(iii). Any use of the intellectual property right of one Party in course of achieving the objectives shall not be deemed to vest the ownership of

intellectual property rights in the other Party. Any unauthorized attempt to use, register or attempt to register any of the intellectual property rights of a Party without express permission of the other Party shall constitute an act of infringement of the intellectual property rights of the said Party;

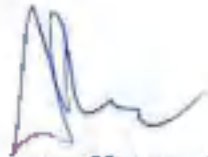
ARTICLE - XV : NOTICES AND COMMUNICATION

Notices and other Communications under this Agreement shall be in writing and communicated through Post, Courier, fax, e-mail or any other recognized mode of such communication. All such notices and communications shall be directed to the address as mentioned in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement through their authorized representatives in duplicate on the date, month & year first above written.

<p>On behalf of IGNOU</p> <p>Signed By: </p> <p>डॉ. अलोक चोबे / Dr. Alok Chabe कुलसचिव (शासन) / Registrar (Admin.) नाम: इंदिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय Indira Gandhi National Open University प्लॉट नं०: 15, दिल्ली-65 / Madan Garh, New Delhi-68</p> <p>Title: _____</p> <p>Date: _____</p>	<p>On behalf of ICCR</p> <p>Signed By: </p> <p>डॉ. जितेंद्र कुमार / Dr. Jitendra Kumar नाम: _____ DY DIRECTOR GENERAL & CTIO</p> <p>Title: _____</p> <p>Date: </p>	<p>On behalf of CHD</p> <p>Signed By: </p> <p>मधु सरिन / Madhu Sarin नाम: _____</p> <p>Title: _____</p> <p>Date: _____</p>
<p>Witness No. 1:</p> <p></p> <p>D.C Sharma अधि. अधिकारी, IGNOU, N. Delhi</p> <p>Witness No. 2:</p> <p></p> <p>(MUKESH KUMAR) Asstt. Registrar IGNOU</p>	<p>Witness No. 1:</p> <p></p> <p>(S.S Rawat) Sr. Prog. Director</p> <p>Witness No. 2:</p> <p></p> <p>(SANJAY KUMAR) Programme Officer</p>	<p>Witness No. 1:</p> <p></p> <p>9/11/2022 ANIL B अधि. अधिकारी / ANIL B ASSISTANT DIRECTOR</p> <p>Witness No. 2:</p> <p></p> <p>(Dr. Babita Rani Srivastava) Asstt. Director (Languages) उच्चतर शिक्षा विभाग / Div. Higher Education शिक्षा विभाग / Ministry of Education भारत सरकार / Government of India प्लॉट नं०-VII, राजकुमार पुरम, नई दिल्ली-110006 West Block-VII, R.K. Puram, New Delhi-110006</p>

1. Basic Awareness Course in Hindi | US\$ 50 per student



डॉ. अशोक चौबे / Dr. Alok Chaube
कुलसचिव (प्रशासन) / Registrar (Admin.)
इन्दिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय
Indira Gandhi National Open University
केन्द्रीय कार्यालय, भवन-88 / Mahlan Garhi, New Delhi-68



7/11/22

मधु सारदार / Madhu Sandhar
ज्य. निदेशिका / Dy. Director
प्रमाण: 14, 15 / Incharge CR
केन्द्रीय शिक्षण विभाग / Central Instruction
विभाग, पुरम / Ministry of Education
पॉस्ट-बोर्डिंग-7, एनएच 104, एन डी 68
Block Board-7, H.O. Puram, New Delhi-68



INDIA NDN JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL57581573592670U
Certificate Issued Date	: 08-Jul-2022 02:57 PM
Account Reference	: SELFPRINT (PU) di-sath/ NEHRU/ DL DLR
Unique Doc. Reference	: SUBIN-DL DL-SELF96246404349130U
Purchased by	: VISHAGH TRIPATHI
Description of Document	: Article 5 General Agreement
Property Description	: MOU BETWEEN INDIRA GANDHI NATIONAL OPEN UNIVERSITY IGNOU AND THE INSTITUTE OF COMPANY SECRETARIES OF INDIA ICSI
Consideration Price (Rs.)	: 100 (One Hundred only)
First Party	: INDIRA GANDHI NATIONAL OPEN UNIVERSITY IGNOU
Second Party	: THE INSTITUTE OF COMPANY SECRETARIES OF INDIA ICSI
Stamp Duty Paid By	: INDIRA GANDHI NATIONAL OPEN UNIVERSITY IGNOU
Stamp Duty Amount (Rs.)	: 100 (One Hundred only)




SELF PRINTED CERTIFICATE TO BE
VERIFIED BY THE RECIPIENT AT
WWW.SHCILESTAMP.COM

MEMORANDUM OF UNDERSTANDING

This "Memorandum of Understanding" (hereinafter referred to as the "MOU") is made and entered into this **the 12th day of July, 2022** (hereinafter referred to as the "EFFECTIVE DATE"), at New Delhi.


Anshuman
Secretary

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


डा. आलोक चौहान / Dr. Alok Chaur
अध्यापक (प्रशासन) / Registrar (Admin.)
इंदिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय
Indira Gandhi National Open University
U-12, Sector 14, Gurgaon, New Delhi-122002

By & Between

THE INSTITUTE OF COMPANY SECRETARIES OF INDIA (ICSI), a Statutory Body constituted under an Act of Parliament i. e., The Company Secretaries Act, 1980 (No. 56 of 1980), having its headquarters at **'ICSI HOUSE' 22 Institutional Area, Lodi Road (New Delhi - 110003)** (Here - in - after, for the sake of brevity referred to as **"ICSI"**, which expression unless excluded by or repugnant to the context or meaning hereof, shall include its Successor (s), Administrator (s) or Permitted Assignee (s)), being represented through its Authorized Signatory, **CS Asish Mohan**, Secretary of the **FIRST PART**.

And

INDIRA GANDHI NATIONAL OPEN UNIVERSITY (IGNOU), a National University established by an Act of Parliament i. e., Indira Gandhi National Open University Act, 1985 (Act No. 50 of 1985) having its Headquarters at Maidan Garhi (New Delhi - 110068) (Here - in - after, for the sake of brevity referred to as **"IGNOU"**, which expression unless excluded by or repugnant to the context or meaning hereof, shall include its Successor (s), Administrator (s) or Permitted Assignee (s)), being represented through its Authorized Signatory, **Dr. Alok Chaube, Registrar (Administration)** of the **SECOND PART**.

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

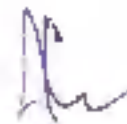
WHEREAS:

1. The Institute of Company Secretaries of India (ICSI) is the only recognized professional body in India to develop and regulate the profession of Company Secretaries in India.
2. WHEREAS, IGNOU is a National University established by an Act of Parliament with a view to democratize education and disseminate knowledge through novel techniques and methodologies for the benefit of large section of society within the country, especially the weaker and disadvantaged groups through Open and Distance Learning (ODL), IGNOU serves the educational aspirations of millions of students through a vast network of Regional Centres, Learner Support Centres. Apart from teaching and research, the University also runs extension programmes of capacity building. In order to fulfil the vision of democratizing higher education and providing access to all segments, IGNOU has the mandate to impart education and knowledge through various flexible means suited to the open and distance education mode.



Asish Mohan
Secretary

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



Dr. Alok Chaube
Registrar (Admin.)
IGNOU


3. The Parties have appreciated each other's objectives in promoting Excellence inter-alia in common area of interest, imparting knowledge and skills required to operate in the area of Academic, Research and Training and are desirous of putting the broad terms of the intentions into a Memorandum of Understanding (MOU) for the areas identified for co-operation and commit to co-operate to the fullest extent by mutual understanding.
4. Each clause of this MOU is subject to the approval of the respective Statutory Authorities of the parties hereto and subject to changes as may be desired.
5. The implementation and / or conduct of programmes, courses or activities as specified in this MOU shall be negotiated and determined mutually by the parties vide separate additional agreement or document to be signed by both the parties.
6. The autonomy of each party shall not be diminished, nor constraints be imposed on to carry out the MOU.
7. The development and implementation of specific forms of cooperation based on this MOU will be separately established / decided between parties and outlined in executive protocols, specifying the nature of joint activities, financial and other arrangements.

NOW, THEREFORE, IN VIEW OF THE FOREGOING PROMISES AND IN FURTHER CONSIDERATION OF MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS GIVEN UNDER:

8. Both the Parties have hereto agreed mutually to the following:
 - (i) ICSI on its part would facilitate the conduct of Specialised Training Programmes in IGNOU for the Faculty Members, Research Scholars and Students of IGNOU on areas of mutual interest.
 - (ii) IGNOU on its part would share the expertise of its Faculty Members as mutually desirable by way of acting as resource persons for Training Programs or workshops organised by ICSI.
 - (iii) IGNOU on its part may consider nominating ICSI Members for bodies of Schools of Studies / University as it may deem appropriate.
 - (iv) Parties shall jointly organise Workshops, Seminars, Continuing Education and Training Programmes and similar Academic Programmes for Practicing Professionals, Corporate Executives & Faculty Members, Research Scholars and students of IGNOU on themes of topical and professional interest as may be agreed mutually, in writing.


Ashish Mohan
Secretary


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Registrar (Admin.)
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- (v) Regular exchange of journals published by the parties hereto on a complimentary basis with a provision to reproduce in each other's publications, such portion or portions, which may be of interest, subject to duly acknowledging the source.
- (vi) Exchange the Faculty Members as may be mutually agreed subject to convenience of the parties hereto, agreed upon in writing by the respective authorities of the parties.
- (vii) May undertake joint research projects which are mutually beneficial.
- (viii) Reciprocate participation in National / International conferences organised by the parties hereto.
- (ix) Extend help and co-operation in developing Curriculum of Academic and Continuing Education Programmes, on such terms as may be mutually agreed to in writing, including Joint Meeting of Curriculum Development Committees/ bodies, details of which will be decided and agreed upon vide future agreements pertaining to the same.
- (x) Organise programmes jointly for Training of Trainers (ToT) for mutual benefit and advantage.
- (xi) Students of ICSI will be given Credit Transfer for the Courses they have completed from ICSI to the extent of 50% of the total Credits of IGNOU programme, which shall be covered under this MOU. The Credit Transfer so permitted will spread over a period of minimum duration specified by the IGNOU for those programmes. The credit transfer shall be considered for only those courses which have been completed from ICSI. Credit transfer will not be considered for any of the courses / programme exempted by the ICSI.
- (xii) Credit transfer shall be considered for any of the existing programmes of IGNOU as may be decided by the Joint Coordination Committee (JCC) constituted as per Clause 9 of this MoU.
- (xiii) Any other matter of mutual interest including sharing of facilities like infrastructure, library, reading room, etc., as may be mutually agreed, in writing.
- (xiv) The ICSI may utilise the premises of IGNOU as the study centre for its students in the vicinity depending upon the availability of physical space on terms as mutually agreed between the parties, in writing.


Ashish Mohan
Secretary

The Institute of Company Secretaries of India


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Anil Chandra
Registrar (Admin.)
IGNOU
New Delhi

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

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

(xvi) The admission criterion, credit transfer scheme, mapping of courses and other operational matters will be decided by the Joint Coordination Committee (JCC) formed for the purpose of implementing this MOU. The JCC shall address all the operational issues arising out of this MOU and the issues, if any, arising out of the MoU signed on 23rd April 2008, subject to the Statutes and Ordinances of the University and the Institute.

(xvii) The Joint Coordination Committee shall also consider the specific programmes which can be covered under this MoU.

9. Joint Coordination Committee (JCC)

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

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

10. Non – Binding Nature of the MOU :

(a) Nothing in this MOU shall with construed as creating any contract, partnership, agency or other legal relationship between the parties. The acts / performance and actions taken by either party in furtherance of their respective activities of operation shall not bind the other except to the extent provided under this MOU. The acts performed and action taken by either party that do not fall under the MOU shall have binding effect on the other to the extent they are reduced in writing and the prior consent of the other party


Ashish Mohan
Secretary

is obtained. Also, the MOU does not restrain or preclude parties from entering into similar MOUs with any other organization during currency of the extended currency of this MOU.

- (b) That it is expressly understood & agreed between the parties to this MOU that the personnel(s) employed or hired or engaged (permanent/ regular/ casual/ contractual/ temporarily/ daily waget or whatever be the status/ name) by the ICSI directly or indirectly for the performance of the obligations under this MOU, shall not be employee of the IGNOU for any purpose and none of such person of ICSI shall have any right to claim anything against the IGNOU and same shall be applicable vice versa to IGNOU.

11. Validity:

The validity of this MOU shall be 5 years from the date of signing, which can be extended for a further period with mutual consent, and on mutually agreed terms in writing.

12. Termination of the MOU:

- (a) The MOU shall come into force immediately upon its signing by the parties.
- (b) This MOU may be terminated by written mutual consent of the parties.
- (c) This MOU can also be terminated by either of the parties by giving an advance notice of three (3) months period without jeopardizing the ongoing collaborative undertakings.
- (d) The implementation and / or continuance of programmes or project established pursuant to this MOU prior to the effective date of termination shall not be affected by the termination of this MOU.

13. Indemnification:

- (a) Each Party shall, at its own expense, defend, indemnify, and hold the other Party harmless for damages, liabilities, claims, losses, costs, demands, suits, actions, and reasonable expenses (including but not limited to reasonable attorneys' fees and settlement costs) (collectively, "Damages") arising out of or related to any third party suits or claims brought against the indemnified Party.
- (b) arising out of or related to the indemnifying Party's violation of any applicable laws, gross negligence, or willful misconduct, or

Asish Mohan
Secretary

- (h) arising out of or related to any physical damage to property, or personal injury or death, caused by the indemnifying Party or any of its Affiliates, participants, officers, directors, and employees.
- (i) The indemnifying party shall be granted immediate and complete control of any claim of indemnity and the indemnified party shall not prejudice the indemnifying party's defense of the claim.
- (j) The indemnified party shall give the indemnifying party all reasonable assistance at the expense of the indemnifying party on such claim of indemnity.

14. Force Majeure :

- (a) The Party shall not be liable for any failure to perform any of its obligations under this MOU if the performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues. Each party shall promptly inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution.
- (b) "Force Majeure Event" means an event which is beyond the reasonable control of the Parties concerned, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government.

15. Complete/ Entire Agreement:

This MOU constitutes the complete Agreement between the Parties and replace any written or oral Agreement or understanding with respect to the subject matter. Changes, amendments or interpretations of this MOU shall be valid only if they are in writing and signed by the Authorized Signatories of both the parties, except that each Party may make a change of domicile or change of the name of the person to whom notice shall be sent with prior intimation to other party.

16. Amendments:

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



Asish Mohan
Secretary

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



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Dr. Alok Chaurse
Registrar (Admin)
Green University

17. Representations and Warranties:

The Parties represent and warrant that they have relevant authority and permission under the applicable laws/ rules/ notifications or by virtue of the order/ instruction/ directive from the relevant authority to enter into this MOU.

18. Non Waiver:

Failure to exercise by either party of any right under this MOU in one or more instances shall not constitute a waiver of those rights in another instance. Such waiver by one Party of any of the rights established herein shall not be considered as a waiver of another right established herein. A provision or right under this MOU shall not be waived except in writing signed by the party granting the waiver, or varied except in writing signed by both the parties.

19. Severability:

If any provision of this MOU is held invalid, unenforceable or illegal for any reason, this MOU will remain otherwise in full force apart from that provision(s) which shall be deemed deleted.

20. Assignment & Sub-Letting:

Neither party shall assign or sub-let any of its rights and obligations hereunder whether in whole or in part without the prior written consent of the other.

21. Notices:


All notices notifications, request, consents and other communications required or permitted to be given to either party pursuant to this MOU shall be in writing and in English language. Notices shall be given by registered post / email (return receipt requested), facsimile against confirmed answerback or by personal delivery addressed as follows:

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


Anil Mohan
Secretary

The Institute of Company Secretaries of India

Page 8 of 11


Dr. Alok Chaudhary / Dr. Alok Chaudhary
Registrar (Admin.) / Registrar (Admin.)

22. Headings :

The headings used in this MOU are for purposes of convenience only and shall not control the language or meaning of the provision following.

23. Confidentiality :


- (a) Both Parties agree to treat any valuable information provided, developed, found or acquired in the process or performance of this MOU, as confidential and agree and undertake that the Parties shall not disclose the contents of the same to any third party without the prior consent of the other Party unless such information is required to be disclosed under the applicable law, or in pursuance of the order of a competent court, tribunal or other regulatory authority exercising valid jurisdiction. In such case of disclosure of confidential information, the disclosing party shall promptly notify the other party in writing of such disclosure.
- (b) For purposes of this MOU, "Confidential Information" includes information that:
 - (i) is sufficiently secret to derive economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use; and / or
 - (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality.
- (c) Provided that upon the expiration, cancellation, or termination of this MOU, each party shall, upon the written request of the other party, return or destroy, to the satisfaction of the other Party, all Confidential Information, documents, manuals and other materials specified by the other Party.

24. Non Exclusive Agreement


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

25. Intellectual Property Rights:

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


Anshu Mishra
Secretary

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


Dr. Alok Choube
Registrar (Admin.)

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


26. Governing Law :

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

27. Dispute Resolution :

- (a) It is hereby agreed by and between the parties that if any controversy, dispute or difference shall arise concerning construction, meaning, violation, termination, validity or nullity including without limitation the scope of any Clause or effect of this MOU or any part thereof, or of the respective rights of liabilities herein contained, the Parties shall make an attempt first to resolve the same by discussion or mediation.
- (b) However, if the Parties hereto fail to resolve the controversy, dispute or difference amicably within 15 (Fifteen) days of commencement of discussions, conciliation or mediation, then any Party shall upon expiry of such period of 15 (fifteen) days be entitled to refer such controversy, dispute or difference to be resolved by taking recourse to the mechanism/ instructions as suggested by the Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India, vide D.O. No. 29(9)/2017-Judl. Dated 07.08.2014 to desist from initiating Intel-ministerial/ Departmental Litigation in the Court of Law and to reduce the litigations between various Ministries/ Departments.


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


Page 10 of 11
Dr. Alok Chaube
Registrar (Admn.)
The Institute of Company Secretaries of India

28. Jurisdiction :

All disputes arising out of or relating to the MOU shall be deemed to have arisen in New Delhi, India and only courts having jurisdiction over New Delhi, India shall determine the same.

Signed for and on behalf of:

For and on behalf of ICSI:



CS Anish Mohan,
Secretary, ICSI, New Delhi

Dated : July 12, 2022
Place : New Delhi

In the presence of:
(Representatives from ICSI)

(1). Name of Witness : LAKSHMI ARUN
Designation : Joint Director
Address : C-36, Sector-62, Noida
Name & Nos. of Identity Proof : AEPB 351401

(2). Name of Witness : Chattergajpal
Designation : Deputy Director
Address : C-36, Sector-62, Noida
Name & Nos. of Identity Proof : 684179473546



Anish Mohan
Secretary

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

For and on behalf of IGNOU:



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


Dated : July 12, 2022
Place : New Delhi

In the presence of:
(Representatives from IGNOU, New Delhi).

(1). Name of Witness : Prof. K. Ravi Sankar
Designation : Director
Address : School of Management Studies, Maidan Garhi, New Delhi - 110068
Name & Nos. of Identity Proof : AADHAR
AADHAR No.: 9262 9162 3596

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

डॉ. अलोक चौबे / Dr. Alok Chaube
न्यायनियंत्रक (प्रशासन) / Registrar (Admin.)
इंदिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय
Indira Gandhi National Open University
New Delhi



Page 11 of 11
डॉ. अलोक चौबे / Dr. Alok Chaube
न्यायनियंत्रक (प्रशासन) / Registrar (Admin.)
इंदिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय
Indira Gandhi National Open University
New Delhi

Renewal and Amendment

of the

MEMORANDUM OF UNDERSTANDING

ON

M.B.A. (BANKING & FINANCE)

Between

**THE INDIRA GANDHI NATIONAL OPEN UNIVERSITY
NEW DELHI**

&

**THE INDIAN INSTITUTE OF BANKING AND FINANCE
MUMBAI**



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

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Unique Doc. Reference	SUBRN-DLDL-SELF03793718555402V
Purchased by	VIBHASH TRIPATHI
Description of Document	Article 5 General Agreement
Property Description	MOU (RENEWAL) BETWEEN INDIRA GANDHI NATIONAL OPEN UNIVERSITY
Consideration Price (Rs.)	100 (One Hundred only)
First Party	INDIRA GANDHI NATIONAL OPEN UNIVERSITY IGNOU
Second Party	INDIAN INSTITUTE OF BANKING AND FINANCE IIBF
Stamp Duty Paid By	INDIRA GANDHI NATIONAL OPEN UNIVERSITY IGNOU
Stamp Duty Amount(Rs.)	100 (One Hundred only)



SELF PRINTED CERTIFICATE TO BE VERIFIED BY THE RECIPIENT AT WWW.SHCILESTAMP.COM

MEMORANDUM OF UNDERSTANDING

This renewed Memorandum of Understanding (hereinafter referred to as "MOU") is signed on the 8th day of June, 2023

BETWEEN

Page 1 of 2 Pages

For and on behalf of IIBF :

Mr. Biswajit Ketan Das
CEO

For and on behalf of IGNOU :

Dr. Anil Choudhary (Dr. Anil Choudhary Admin.)
Registrar (Admin.)
Indira Gandhi National Open University
Block No. 25, Post-68 Jhaidan Garhi, New Delhi-68

Indian Institute of Banking & Finance, a Company within the meaning of the Indian Companies Act, 1913 having its registered office at **Kohinoor City, Commercial-II, Tower 1, 2nd Floor, Kiroli Road, Kurla West, Mumbai-400070** represented by the Chief Executive Officer (hereinafter referred to as "IBF") which expression shall unless repugnant to the subject or context thereof, means and include its successors and permitted assigns on the ONE PART,

AND

Indira Gandhi National Open University, a Central University established by an Act of Parliament - Act No.50 of 1985, having its headquarters at Maidan Garhi, New Delhi - 110068, represented by the Registrar (Administration) (hereinafter referred to as 'IGNOU'), which expression shall unless repugnant to the subject or context thereof, means and include its successors and permitted assigns on OTHER PART,

IBF and IGNOU shall be individually referred to as "Party" or collectively as the "Parties".

Whereas the parties had reviewed and extended the MOU on 28.08.2018 for a further period of five years. As per the MOU, IGNOU has agreed to offer the M.B.A. (Banking and Finance) programme to the bank personnel who are members of the IBF by suitably designing the curriculum and conduct of examinations leading to the post-graduate degree. The said extended period of five years of the MOU has expired on **19.03.2023**,

And Whereas now the Parties have agreed for **extension of the MOU for another period of five years** on the term and conditions mentioned hereunder:

1. Objective

The main purpose of this alliance is to offer a programme of study at the post-graduate level suiting to the need and career development of the people who are interested to join or already working in the banking and financial services sector.

2. Course Design

Both the IGNOU and the Institute shall cooperate to design a programme of study leading to post-graduate degree of M.B.A. [Banking and Finance] adapted to the career needs of the banking personnel and the persons who are interested to join the Banking and Financial services sector.

3. Admission Eligibility and duration of the Programme

- (i) Passed Bachelor Degree of a minimum 3 years duration with at least 50% marks (45% in case of candidates belonging to reserved category).
- (ii) The university can change the above eligibility whenever it deems fit under intimation to the Institute.

Page 2 of 7 Pages

For and on behalf of IBF :

Mr. Biswajit Das
CEO, IBF, Mumbai
C. O.
MUMBAI



For and on behalf of IGNOU :

Dr. Ajok Chaube, Registrar (Admin.)

Dr. Ajok Chaube
कुलसचिव (शासन) / Registrar (Admn.)

इन्दिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय
Indira Gandhi National Open University
इंदौर गौ, नई दिल्ली-68 / Maidan Garhi, New Delhi-68

(iii) All applications for admission to this Programme shall be made in the Registrar, Student Registration Division of IGNOU. All admissions shall be subject to the rules and regulations of the IGNOU.

(iv) The duration of this MBA programme will be as per the rules and regulations of IGNOU.

4. Credit Transfer/ Exemption

(i) The University may extend Credit Transfer/Exemption to those students who take admission in the MBA (Banking and Finance) after completing the JAIIB/CAIB qualifications of the Institute or specific subjects/courses of these qualifications. A scheme of Credit Transfer/Exemption shall be worked out for this purpose by the University in consultation with the Institute.

(ii) The Institute may also examine granting credit transfer to students for the specific subjects/courses of IGNOU MBA (Banking and Finance) programme if they enroll for JAIIB/CAIB qualification after completing those courses from IGNOU.

5. Joint Coordination Committee

(i) All matters relating to the organization and administration of this MOU shall be decided by a Joint Coordination Committee (JCC) comprising:

(a) Vice-Chancellor or nominee, IGNOU	Chairperson
(b) Director (SOMS), IGNOU	Member
(c) Registrar (Admn.), IGNOU	Member
(d) Chief Executive Officer, IIBF	Member
(e) Director (Academic Affairs), IIBF	Member
(f) Programme Coordinator MBA (Banking & Finance) programme, IGNOU	Member & Convener

(ii) The JCC can co-opt such other related persons as may be decided by mutual consent.

(iii) Periodic review meetings, whenever necessary, shall be convened by IGNOU with the representatives of IIBF to discuss the matters pertaining to implementation of this MOU and suggest any improvements, as and when required.

6. Copyright

IGNOU shall have the exclusive ownership copyright and intellectual property rights over the course material developed for this programme.

7. Promotion and Advertising

Page 3 of 7 Pages

For and on behalf of IIBF :

Mr. Biswa Kishan Das
CEO, IIBF



For and on behalf of IGNOU :

Dr. Anil Chhabra, Registrar (Admn.)
[Signature]
इंदिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय
Indira Gandhi National Open University
वेद नदी, नई दिल्ली-68 / Maidan Gani, New Delhi-68

- (i) Both the parties may create awareness, jointly or separately. In the common interest of the programme, Expenses incurred for the sales promotion/ advertising by the IGNOU or the Institute may be borne by individual parties themselves.
- (ii) IGNOU shall be free to offer this programme both In India and Abroad as well.

8. Notices

Any notice, demand or request under this agreement shall be in writing and shall be delivered or sent by Registered Mail to the addresses as indicated below:

a) If addressed to the Institute

Chief Executive Officer
Indian Institute of Banking and Finance
Kohinoor City, Commercial-II
Tower 1, 2nd Floor, Kiroli Road
Kurla West, Mumbai-400070

b) If addressed to IGNOU

Registrar (Administration)
IGNOU
Maidan Garhi
New Delhi - 110 068.

9. Fees and Finances

- (i) IGNOU shall be free to decide its own fee structure to the candidates for enrolment, course material, examination fee, etc. These are to be charged and received from the candidates/ students directly by the IGNOU.
- (ii) The Institute shall provide a non-refundable developmental annual grant of Rs.5 Lakhs to IGNOU for the activities of IGNOU-IIBF Chair in the School of Management Studies. IGNOU shall meet the remaining additional expenditure over and above this grant from its own resources. The grant may be used for the following purposes:
- To meet the salary and other expenses of the Chair Professor under this Endowment.
 - To pay for the salary and other expenses of a Research Associate, if employed for a term, for carrying out research and to provide support to the Faculty in the course development in Banking and Financial Service area.
 - To provide financial assistance to the faculty for undertaking research in the area of Banking and Financial Services and to attend seminars, workshops, training programmes, etc.
 - To provide financial support to organize conferences, seminars, workshops, lectures, etc.
 - To provide/purchase/spend for such other activities/ items as may be approved by the Joint Coordination Committee.

Page 4 of 7 Pages

For and on behalf of IIBF :

Mr. Biswa Keshav
CEO, IIBF, Mumbai



For and on behalf of IGNOU :

Dr. Alok Chauhan, Registrar (Admin.)

IGNOU, New Delhi
डॉ. अलोक चौहान / Dr. Alok Chauhan
कुलसचिव (प्रशासन) / Registrar (Admin.)
इंदिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय
Indira Gandhi National Open University
एन एच, पॉ बिल्डिंग-68 / Maidan Garhi, New Delhi-68

- (iii) During the period of MOU, the Institute shall transfer the grant at the beginning of the every financial year to IGNOU. The grant shall be spent for the above purposes as per the set procedures and approvals of the University.
- (iv) IGNOU shall submit to IIBF a yearly report on the utilization of the grant assistance provided by IIBF.

10. Validity, Renewal, Termination and Amendment

(i) Validity:

This MOU shall deem to have been entered into force as from the day of the expiry of the previous MOU and will be valid for a further period of five years. Its validity may be extended for a further period by mutual discussion and consent of both the parties.

(ii) Termination:

This MOU may be terminated by either of the parties by serving a two months written notice on another party in case of violation of any of the terms and conditions of this MOU.

(iii) Amendment:

No amendment or change hereof or 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.

11. Confidentiality

Each party undertakes that it will treat as confidential this MOU 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 MOU, save as required to be disclosed by any law.

12. Force Majeure

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

13. Indemnity

Each party shall indemnify, defend and hold harmless the other party from and against all claims, demands, liabilities, settlements, damages, costs and expenses, including reasonable attorney's fees and expenses arising out of, or in any way connected with any default, breach or negligence, non-performance of this MOU or any negligent act or omission on the part of indemnifying party, its agents and employees arising out of this MOU. Each party shall provide prompt written notification to

For and on behalf of IIBF :

Mr. Biswa Kishor Das
CEO, IIBF



For and on behalf of IGNOU :

Dr. Birendra Kumar Bhatnagar (Admin.)
 Dr. Birendra Kumar Bhatnagar (Admin.)
 इंदिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय
 Indira Gandhi National Open University
 केन्द्रीय कार्यालय, पॉस्ट बॉक्स-68, मैदान गार्स, नई दिल्ली-68

the other party in the event an indemnified claim arises. The indemnified party shall reasonably cooperate with the indemnifying party at the indemnifying party's expense.

14. Dispute Resolution and Jurisdiction

If any dispute of any kind whatsoever may arise between the parties in connection with or arising out of this MOU or out of the breach, termination, or invalidity of the MOU 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 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.

15. Governing Law

This MOU shall be governed and interpreted by, and construed in accordance with the substantive laws of India.

16. Interpretation

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

17. Representation & warranties

The Parties hereby represent and warrant to each other:

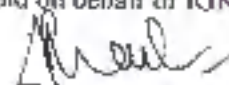
- a. That it is duly established and existing under the laws of jurisdiction stated against its name in this MOU and has the power and authority to sign this MOU and implement the Project agreed to herein.
- b. That it has the requisite legal power and authority to enter into this MOU, perform and comply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

Page 6 of 7 Pages

For and on behalf of IIBF :

Mr. Biswa Kishan Das
CEO, IIBF.


For and on behalf of IGNOU :


Dr. Alok Chaube, Registrar (Admin.)
Dr. Alok Chaube
Registrar (Admin.)
इंदिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय
Indira Gandhi National Open University
एन ३३, नई दिल्ली-६९ / Maidan Garhi, New Delhi-69.

18. Matters not provided in the agreement

If any issue or question arises as its matter not provided for in this MOU, both the parties shall discuss such matters and resolve such issues/doubts in good faith through the Joint Coordination Committee.

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

Dated the Eighth day of June Two Thousand Twenty Three.

For and on behalf of IIBF :

Mr. Biswa Ketan Das
CEO, IIBF
Mumbai



Dated: 08/06/2023

Place: New Delhi

In the presence of:
(Representatives from IIBF)

(1). Name of Witness : Mr. Soumya P.

Designation : Dy. Director (Academics)
Address : IIBF, Mumbai

Name & Nos. of Identity Proof: Voter ID
No. SAV1645220

(2). Name of Witness : Ms. Ravita Wadhwa

Designation : Dy. Director (Training)
Address : IIBF, Mumbai

Name & Nos. of Identity Proof: AADHAR
No. 2916 2770 5407

For and on behalf of IGNOU :

Dr. Alok Chaudhary
Registrar (Admin.)
IGNOU
Indira Gandhi Open University
Block No. 1, Post-687 Maidan Garhi, New Delhi-68

Dated: 08/06/2023

Place: New Delhi

In the presence of:

(Representatives from IGNOU, New Delhi)

(1). Name of Witness : Prof. M. Soman Raju

Designation : Director (SOM)
Address : IGNOU, Maidan Garhi
New Delhi - 110068

Name & Nos. of Identity Proof: PAN
ACAPM8655K

(2). Name of Witness : Prof. K. Ravi Sankar

Designation : Professor (SOM)
Address : IGNOU, Maidan Garhi
New Delhi - 110068

Name & Nos. of Identity Proof: PAN
AEIPK4332D



MEMORANDUM
OF
UNDERSTANDING

BETWEEN

INDIAN AIR FORCE

&

INDIRA GANOKI NATIONAL OPEN UNIVERSITY

FOR

AWARO OF SKILL BASEO BACHELOR DEGREE



सत्यमेव जयते

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Government of National Capital Territory of Delhi

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Certificate No. : **RN-DL35439615921220U**

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Purchased by : **INDIAN AIR FORCE**

Description of Document : **Article 5 General Agreement**

Property Description : **MEMORANDUM OF UNDERSTANDING BETWEEN INDIAN AIR FORCE (IAF) AND INDIRA GANDHI NATIONAL OPEN UNIVERSITY (IGNOU)**

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First Party : **INDIAN AIR FORCE**

Second Party : **INDIRA GANDHI NATIONAL OPEN UNIVERSITY**

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Stamp Duty Amount(Rs.) : **100 (One Hundred only)**



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MEMORANDUM OF UNDERSTANDING

Between

INDIAN AIR FORCE (IAF)

and

INDIRA GANDHI NATIONAL OPEN UNIVERSITY (IGNOU)

for award of

Skill Based Bachelor Degree For IAF personnel



[Signature]
Dr. M. Baghelkar (Admin) IIC
IGNOU

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INDIAN AIR FORCE (IAF) AND INDIRA GANDHI NATIONAL OPEN UNIVERSITY (IGNOU) MEMORANDUM OF UNDERSTANDING (MOU) FOR AWARD OF SKILL BASED BACHELOR DEGREE FOR IAF PERSONNEL



MEMORANDUM OF UNDERSTANDING

Between

INDIAN AIR FORCE

And

INDIRA GANDHI NATIONAL OPEN UNIVERSITY (IGNOU)

for award of

Skill Based Bachelor Degree for IAF personnel

This Memorandum of Understanding (herein after referred to as "MOU") is signed on this 22 day of December, 2022 at Delhi by and between;

Indian Air Force (IAF), an Indian Armed Force having its mailing address at Directorate of Education, Air Headquarters, RK Puram, West Block-VI, New Delhi (India) – 110066 (hereinafter referred to as "IAF" which expression shall unless repugnant to the context include its successor, representatives, administrators and permitted assign) and represented through its Assistant Chief of Air Staff (Education), Air Vice Marshal Rajeev Sharma, the authorized signatory of the 'IAF' of the FIRST PART;

And

Indira Gandhi National Open University (IGNOU), an open University at national level duly established and incorporated by act number 50 of 1985 enacted by the Parliament of Republic of India having its headquarter at Maidan Garhi, New Delhi, India and accredited with A++ by National Assessment and Accreditation Council (NAAC) (hereinafter referred to as "IGNOU" which term shall unless repugnant to the context include its successor, representatives, administrators and permitted assign) and represented through its Registrar (Administration), Dr. V B Negi, the authorized signatory of the 'IGNOU' of the SECOND PART;

'IAF' and 'IGNOU' are hereinafter collectively referred to as the "Parties" and individually as the "Party".

AND WHEREAS the parties are keen to collaborate through an MoU to facilitate skill-based degree to IAF personnel, as per the terms and conditions mentioned hereinafter.

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL CONVENANTS CONTAINED HEREIN BOTH THE PARTIES HERE TO AGREE AS FOLLOWS:

1. Purpose of the MoU:

The objectives of the programme are to:

- (a) Facilitate recognition of training imparted by IAF to its personnel and award of Bachelor's Degree by IGNOU under the policy of credit transfer.

(v) B.Sc. Physics, Chemistry, Mathematics, Geography, Statistics etc.

(vi) Any other course mutually agreed upon, in writing.

(g) Minimum eligibility qualification for availing benefits under the scheme shall be 10+2/ twelve years of schooling/ equivalent certificate recognized by the Government. For B.Sc. the eligibility is 10+2 in science stream (as per IGNOU norms).

(h) Duration for completion of the degree under this scheme shall be of minimum three (03) years and maximum six (06) years.

(i) There will be two cycles of admission every year i.e., July and January.

(j) The Term-end examinations shall be conducted all over the country twice every year – in June and December. The learners will have the option of appearing in the examination at any of the examination centers across the country.

(k) IGNOU component of courses shall be distributed over six semesters and shall be synchronized with the Academic/ Skill Training Programme of the IAF. The IGNOU component will have a mix of distance learning and MOOC options as provided by IGNOU. Candidates can appear in online examination for Mass Open Online Courses (MOOC) based credit modules.

(l) The learners shall receive academic counselling support through multiple modes, including channel-based counselling.

(m) In order to get the Bachelor's Degree from IGNOU under this scheme, learners have to successfully complete the skill component imparted by the IAF as well as the courses under IGNOU component.

(n) There shall be a provision for undergraduate certificate after first year of study and undergraduate diploma after successful completion of second year with requisite credits earned both in IAF skill component and IGNOU components.

(o) The list of recognized programmes/courses / training imparted may be enhanced in future, mutually agreed upon by the Parties, in writing.

डिप्टी रजिस्टर (अधीन) प्र. प्र. / Registrar (Admin) Vth
प्रिय नवी जयंत पुन विद्यापीठ/IGNOU

(p) The list of Degree programmes offered under the scheme may be enhanced in future after mutual agreement between the Parties, in writing.

3. **Methodology.** Following methodology shall be adopted for implementation of the scheme:-

(a) **Registration Process.**

(s) IGNOU will intimate IAF minimum 30 days in advance regarding opening of online portal for admission under this scheme. IAF will ensure adequate publicity of the same within its environment. IAF personnel fulfilling the requisite qualification shall be eligible for admission in IGNOU's Degree Programme through the online registration with IGNOU. IGNOU will share the link with IAF for validation of admission. Eligibility qualification and fee details shall be verified by the University before confirming admission. The fee as prescribed by the University, would be paid by the serving personnel.

(b) **Teaching-Learning Process.** The courses offered under the IGNOU component will be conducted in distance and online mode as per IGNOU norms.

(c) **Programme Assessment.**

(i) Courses opted under the IAF component will be assessed as per norms of the IAF.

(ii) Courses opted under the IGNOU component will be assessed as per IGNOU norms.

(d) **Credit Hours:** Calculation of credits of training in IAF would be based on minimum hours of study i.e. 30 hours per credit in the following manner:-

(i) 20 credits per semester with 600 notional hours of study

(ii) 40 credits per year with national 1200 hours of study

(iii) 3600 hours of study in three years for 120 credits

(iv) IAF component is comprised of 60 credits (1800 hours). In case any serving personnel has less credits from IAF training component,



Registrar (Admin) VC
IGNOU



he would have to appear for additional courses from IGNOU to complete the required deficiency of credits.

(v) IGNOU component will be comprised of 60 credits (1800 hours)

(vi) In case any air warrior fails to complete the degree or fails to appear in the IGNOU component examinations, transferred IAF credit component will be accrued by IGNOU in Academic Bank of Credits (ABCs) for future usages.

(e) **Fee Remittance.** Fee as prescribed by IGNOU from time to time shall be paid online by the applicants at the time of submitting their application on the admission portal of IGNOU meant for the IAF personnel.

(f) **Program Structure: IAF - IGNOU Bachelor's Degree Programmes.**

The structure of the IAF-IGNOU Bachelor's Degree Programmes will be as per the UGC Guidelines given in **Annexure - 'A'** The structure is subject to change from time to time as per guidelines issued by the Regulatory Authorities.

(g) **Disciplines to be Covered under the Scheme.**

(i) In the first phase starting from January 2023 session, as part of IGNOU component following disciplines / subjects will be covered under Bachelor of Arts (BA):

Hindi, English, Urdu, Sanskrit, Economics, History, Political Science, Public Administration, Sociology, Mathematics, Education, Tourism, Philosophy, Vocational Studies, Agriculture, Jyotish, etc.

(ii) For selection of disciplines, rules of IGNOU shall apply.

(iii) Applicants registering for B.Com. and BA (Vocational) Tourism Management & BA (Vocational) MSME programmes have to study core areas related to Commerce, Tourism Management and MSME respectively.

(iv) B.Sc. Physics, Chemistry, Mathematics, Geography, Statistics etc.


[Signature]


[Signature] / Registrar (Admin) IAF
[Signature] / Registrar (Admin) IGNOU

(n) **Multiple Entry and Exit.**

(i) **On completion of First and Second Semester.** Award of Undergraduate Certificate: Level-4.5 {20 credits of IGNOU Component and 20 credits of IAF Skill Component (CT): 40 credits}.

(ii) **On completion of Third and Fourth Semester.** Award of Undergraduate Diploma: Level- 5. {20 credits IGNOU Component and 20 credits of IAF Skill Component (CT): 40 credits}.

(iii) **On completion of Fifth and Sixth Semester.** Award of Bachelor's Degree by IGNOU: Level-5.5. {20 credits IGNOU Component and 20 credits of IAF Skill Component (CT): 40 credits}.

(iv) In the Grade Card issued by IGNOU, 60 credits of University component will be reflected and balance 60 credits will be shown as credits earned through skill training imparted by IAF.

4. **Role and Responsibilities of IAF.** The role and responsibility of IAF is to: -

(a) Align their in-service skill training with the National Credit Framework/ National Skill Qualification Framework at level 4.5 and above and share the same with IGNOU.

(b) Sensitize eligible learners for admission within the prescribed dates notified by IGNOU.

(c) Ensure timely admission, curriculum transaction, assessment and evaluation of their respective course components.

(d) Ensure timely transmission of credit transfer related data to the University, as per the schedule of operations of the University.

(e) Redress grievances of learners enrolled under the scheme.

5. **Role and Responsibilities of IGNOU.** The role and responsibility of IGNOU is to:-

(a) Provide separate online portal as per timelines twice every year i.e. July and January, for admission of IAF personnel eligible for admission under credit transfer scheme for all courses.


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(b) Issue identity cards to the enrolled learners.

(c) Ensure credit transfer of all credits earned at level 4.5 and above as per the scheme.

(d) Provide self-learning material (SLM) in digital form. If required, printed SLM also to be provided.

(e) Provide two sets of printed SLM to each Learner Support Centre (LSC) for reference purpose of academic counsellors and evaluators.

(f) Undertake the continuous and comprehensive evaluation and conduct Term End Examinations for IGNOU components, as per IGNOU Statutes, Rules and Regulations.

(g) Monitor the curriculum transaction and examinations.

(h) Certifications of successful candidates under the scheme as per IGNOU Rules and Regulations.

6. **Joint Coordination Committee.** IAF and IGNOU will form a Joint Coordination Committee with following members for the purpose of discussing any issue/ matters/ problem arising from/ due to implementation of this Memorandum of Understanding (MoU).

(a) **For IAF.**

(i) Air Commodore Education

(ii) Group Captain Education (Courses)

(iii) Wing Commander Education (Courses)

(b) **For IGNOU.**

(i) Pro Vicos Chancellor

(ii) One Director

(iii) VC, IGNOU or his nominee shall Chair the JCC.

Signature (Admin)
Director/IGNOU



Signature (Admin)
Director/IGNOU

7. **Validity and Review.** The Memorandum of Understanding (MoU) shall be effective from the date of signing and shall remain valid for five years. The MoU can be renewed on same terms and conditions or on fresh/amended terms and conditions by mutual consent.

6. **Amendments.** IAF and IGNOU shall always have the right to add, delete, amend or alter any of the terms and conditions of this Memorandum of Understanding (MoU) as may be required by service exigencies and/ or any change made by the regulatory authority and/ or statutory changes and such terms and conditions as mutually agreed shall be reduced in writing and shall be legally binding on both the parties i.e. IAF and IGNOU.

9. **Interpretation.** In case of any doubt or difference arisen as to interpretation of the provision of this MoU or as to the matters not provided herein, the parties shall consult each other and resolve such doubts or differences in good faith.

10. **Force Majeure.** The failure or omission to carry out or to observe any of the terms/ provisions or conditions of this MoU during the continuance of an event of Force Majeure, as hereunder defined, or its effect, shall not give rise to any claim by either party against each other or be deemed to be a breach of this MoU, if same is caused by or arise out of Force Majeure. The term Force Majeure, as used in this MoU shall include and is not limited to the events i.e. War, hostilities, act of public enemy, or belligerents, sabotage, riot or disorder, decree, law or otherwise, act of God, fire, earthquake, storm, lightening, epidemic, explosions, accidents by fire or otherwise, or other events whether or not of the same class or kind as those set forth.

11. **Dispute Resolution.** The parties shall resort to resolve dispute arising out of implementation of this MoU, in the following manner:-

(a) In case any dispute/ claim arises between the parties or personnel subject/ with respect to the MoU, including its validity, interpretation, implementation or alleged material breach of any of its provisions or regarding a question, including the questions as to whether the termination of this MoU by one Party hereto has been legitimate; both Parties hereto shall endeavor to settle such dispute amicably by mutual consultation between the parties. Meeting for mutual consultation would be scheduled at New Delhi and such meeting will be attended by at least one senior official from each party. In the said meeting, each side will present its dispute and the senior officials will enter into good faith negotiation in an attempt to resolve the dispute.

1. श्रीमान् / श्रीमती (Name of the Party)
2. पता (Address)
3. मोबाइल नम्बर (Mobile No.)
4. ईमेल पता (Email Address)
5. संपर्क व्यक्ति (Contact Person)
6. पद (Designation)

संस्थापक (General Secy) / रजिस्ट्रार (Admin) UO
श्रीमान् श्रीमती (Name of the Party) IGNOU

(b) In case the disputes are not resolved by mutual discussions, it shall be resolved with the adjudication of Secretary, Higher Education, Ministry of Education, Government of India.

12. **Governing Law and Jurisdiction.** The Memorandum shall be governed, interpreted and constructed in accordance with substantive laws of India. The parties hereby irrevocably consent to the sole jurisdiction of the Courts of Delhi only in connection with any actions or proceedings arising out or in relation to this agreement.

13. **Confidentiality.** During the validity of this MoU, any of the Parties may disclose to each other certain valuable proprietary and confidential information. The Parties should limit disclosure of any such Confidential Information to its directors, officials, professors, scholars or employees who have a 'Need to Know' such Confidential Information, in connection with the current or contemplated relationship between the parties to which this MoU relates, and only for that purpose. The Parties agree to use the Confidential Information disclosed by any Party solely in connection with the current or contemplated relationship between the parties and not for any purpose other than as authorized by this MoU. The Parties shall keep all Confidential Information strictly confidential by using a reasonable degree of care. The Parties shall notify each other immediately upon discovery of or suspicion of, any unauthorized use or disclosure of Confidential Information and shall cooperate with any and all efforts of the Party, whose information is disclosed contrary to the provisions of this MoU, regain possession of Confidential Information and prevent its unauthorized use.

14. **Notices.** Any notice required to be given under the Memorandum of Understanding (MoU) shall be in writing and shall be given to the 'parties' at the address given herein below:

(a) **For IAF,**

Address: Directorate of Education,
Air Headquarters, West Block-VI,
RK Puram, New Delhi-110066
Attn: Gp Capt Education (Courses)

(d) **For IGNOU,**

Address: Registrar (Administration)
Indira Gandhi National Open University
Maidan Garhi, New Delhi-110068.



Registrar (Admin) Vc
Indira Gandhi National Open University


15. Indemnity. Each party shall indemnify & hold the other Party harmless from & against that portion of any & all losses due to the gross negligence or willful or intentional misconduct of such indemnifying Party, as well as any losses that were not caused by joint activities of the parties.

IN WITNESS WHEREOF, THE PARTIES THROUGH THEIR AUTHORISED REPRESENTATIVE HAVE EXECUTED THIS MEMORANDUM OF UNDERSTANDING AT DELHI ON THE DAY, MONTH AND YEAR MENTIONED ABOVE

For & behalf of "IAF"

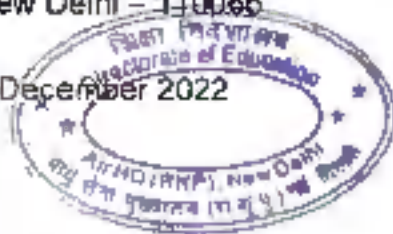
For & on behalf of "IGNOU"


Air Vice Marshal Rajeev Sharma
Assistance Chief of Air Staff (Education)
Air Headquarters, Sector -1
RK Puram, New Delhi - 110066


Dr. V. B. Negi
Registrar (Administration)
IGNOU, Maidan Garhi,
New Delhi-110068


Dated: 22 December 2022

Date: 22 December 2022



Witness:

Witness:


Group Captain Rachna Joshi
Group Captain Education (Courses)
Air Headquarters, Sector -1
RK Puram, New Delhi - 110066


Dr. Hema Pant
Additional Director, RSD
IGNOU, Maidan Garhi,
New Delhi-110068

PROGRAMME STRUCTURE FOR BA

Semester	Theory / Core courses & Ability Enhancement Course (AECC) offered by IGNOU	Skill Courses of Defence Services approved by AICTE / NCVET at Level - 4.5 & above	Credits
One	DSC-1 (6 credits) AECC-1 (4 credits) Environmental Study	Credit Transfer - 10 credits	20
Two	DSC-2 (6 Credits) AECC-2 (4 Credit) Communication Skill	Credit Transfer - 10 credits	20
Three	DSC-3 (6 Credits) SEC-1 (4 Credits)	Credit Transfer - 10 credits	20
Four	DSC-4 (6 Credits)	Credit Transfer - 14 credits	20
Five	DSC-5 DSC-6 (12 credits)	Credit Transfer - 08 credits	20
Six	DSC-7 DSC-8 (12 credits)	Credit Transfer - 08 credits	20
	DSC - 60 credits	CT - 60 credits	120

PROGRAMME STRUCTURE FOR B COM

Semester	Theory / Core courses & Ability Enhancement Course (AECC) offered by IGNOU	Skill Courses of Defence Services approved by AICTE / NCVET at Level - 4.5 & above	Credits
One	DSC-1 (6 credits) AECC-1 (4 credits) Environmental Study	Credit Transfer - 10 credits	20
Two	DSC-2 (6 Credits) AECC-2 (4 Credit) Communication Skill	Credit Transfer - 10 credits	20
Three	DSC-3 (6 Credits)	Credit Transfer	20

	SEC-1 (4 Credits)	- 10 credits	
Four	DSC-4 (6 Credits)	Credit Transfer - 14 credits	20
Five	DSC-5 DSC-6 (12 credits)	Credit Transfer - 08 credits	20
Six	DSC-7 DSC-8 (12 credits)	Credit Transfer - 08 credits	20
	DSC - 60 credits	CT - 60 credits	120

PROGRAMME STRUCTURE FOR BSC

Semester	Theory/Practical/ Core Courses & Ability Enhancement Course (AECC) offered by IGNOU	Skill Courses of Defence Services approved by AICTE / NCVET at Level - 4.5 & above	Credits
One	DSC-1 (6 credits) AECC-1 (4 credits) Environmental Study	Credit Transfer - 10 credits	20
Two	DSC-2 (6 Credits) AECC-2 (4 Credit) Communication Skill	Credit Transfer - 10 credits	20
Three	DSC-3 (6 Credits) SEC-1 (4 Credits)	Credit Transfer - 10 credits	20
Four	DSC-4 (6 Credits)	Credit Transfer - 14 credits	20
Five	DSC-5 DSC-6 (12 credits)	Credit Transfer - 08 credits	20
Six	DSC-7 DSC-8 (12 credits)	Credit Transfer - 08 credits	20
	DSC - 60 credits	CT - 60 credits	120

(राष्ट्रीय प्रशासकीय / प्रशासनिक प्रशासन)
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**PROGRAMME STRUCTURE FOR
BA (VOCATIONAL STUDIES) TOURISM MANAGEMENT (BAVTM)
BA (VOCATIONAL STUDIES) MSME**

Semester	Theory / Core courses & Ability Enhancement Course (AECC) offered by IGNOU	Skill Courses of Defence Services approved by AICTE / NCVET at Level - 4.5 & above	Credits
One	DSC-1 (6 credits) AECC-1 (4 credits) Environmental Study	Credit Transfer - 10 credits	20
Two	DSC-2 (6 Credits) AECC-2 (4 Credit) Communication Skill	Credit Transfer - 10 credits	20
Three	DSC-3 (6 Credits) SEC-1 (4 Credits)	Credit Transfer - 10 credits	20
Four	DSC-4 (6 Credits)	Credit Transfer - 14 credits	20
Five	DSC-5 DSC-6 (12 credits)	Credit Transfer - 08 credits	20
Six	DSC-7 DSC-8 (12 credits)	Credit Transfer - 08 credits	20
	DSC - 60 credits	CT - 60 credits	120


 कुलपति (प्रबन्धन) / Registrar (Admin) IIC
 द्वितीय राष्ट्रीय कुल महाविद्यालय, IGNOU



MEMORANDUM
OF
UNDERSTANDING

INDIAN ARMY

AND

INDIRA GANDHI NATIONAL OPEN UNIVERSITY

AWARD OF SKILL BASED BACHELOR DEGREE TO AGNIVEER



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL35427736926704U
 Certificate Issued Date : 22-Dec-2022 01:33 PM
 Account Reference : IMPACC (IVY) dl1048003/ DELHI/ DL-DLH
 Unique Doc. Reference : SUBIN-DLDL104800344982957252895U
 Purchased by : INDIAN ARMY IHQ MOD ARMY
 Description of Document : Article 5 General Agreement
 Property Description : Not Applicable
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : INDIAN ARMY IHQ MOD ARMY
 Second Party : IGNOU
 Stamp Duty Paid By : INDIAN ARMY IHQ MOD ARMY
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



Please write or type below this line

MEMORANDUM OF UNDERSTANDING BETWEEN

Indira Gandhi National Open University (IGNOU)
Maidan Garhi, New Delhi - 110068

AND

Indian Army, Integrated Headquarters of Ministry of Defence (Army)
DHQ PO New Delhi - 1100011



[Signature]
 आर. पुनर्जित/ R Purnajit
 मेजर जनरल / Maj Gen
 अवर महानिदेशक सेना शिक्षा
 Addl DG AE
 संयुक्त मुख्यालय रक्षा मंत्रालय से
 IHQ of MoD (Army)
 नई दिल्ली / New Delhi - 110011

22 DEC 2022

Statutory Alert:

1. The authenticity of the e-Stamp may be verified at www.stampsamc.com or using e-Stamp Mobile App of Stamp and e-Stamp.
 Any discrepancy in the details on the Certificate and as available on the website/ Mobile App renders it invalid.
 2. The usual checking of authenticity rests on the users of the purchase.
 3. In case of any discrepancy, please inform the Competent Authority.

This Memorandum of Understanding (herein after referred to as "MOU") is signed on this 22 day of Dec 2022 at Delhi by and between;

Indian Army (IA), an Indian Armed Force having its mailing address at Additional Directorate General of Army Education, Integrated HQ of MoD (Army), Room No 703, 7th Floor, A Wing, Sena Bhawan (hereinafter referred to as "INDIAN ARMY" which expression shall unless repugnant to the context include its successor, representatives, administrators and permitted assign) and represented through its Additional Director General of Army Education of the FIRST PART;

And

Indira Gandhi National Open University (IGNOU), an open University at national level duly established and incorporated by Act number 50 of 1985 enacted by the Parliament of Republic of India having its headquarter at Maidan Garhi, New Delhi, India and accredited with A++ by National Assessment and Accreditation Council (NAAC) (hereinafter referred to as "IGNOU" which term shall unless repugnant to the context include its successor, representatives, administrators and permitted assign) and represented through its Registrar Administration, of the SECOND PART;

'INDIAN ARMY' and 'IGNOU' are hereinafter collectively referred to as the "Parties" and individually as the "Party".

AND WHEREAS the parties are keen to collaborate through an MoU to facilitate skill-based degree to INDIAN ARMY personnel as per the terms and conditions mentioned hereinafter.

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL CONVENANTS CONTAINED HEREIN BOTH THE PARTIES HERE TO AGREE AS FOLLOWS:

1. **Purpose of the MoU :**


The objectives of the programme are to:

- (a) Facilitate an academic platform to willing INDIAN ARMY personnel (under Agnipath scheme) for enhancement of their knowledge and higher education qualification.



निदेशक (आयन) प.न. / Registrar (Admin) IG
श्रीकेश कौर / श्रीकेश कौर / श्रीकेश कौर / IGNOU

22 DEC 2022


आर. पुतारजुनाम / R Putarjunam
मेजर जनरल / Maj Gen
अपर महानिदेशक सेना शिक्षा
Addl DG AE
एकीकृत मुख्यालय, 703, संसद भवन सेना
HQ of MoD (Army)
नई दिल्ली / New Delhi - 110011

(b) Facilitate admission of willing INDIAN ARMY personnel in the Higher Education Programme Undergraduate of IGNOU in alignment with recommendations of NEP 2020 for integration of skills with higher education.

(c) Facilitate recognition of training imparted by INDIAN ARMY to its personnel and award of Higher Education Certification by IGNOU under the policy of credit transfer.

2. Details of the Schemes:

(a) The scheme is applicable to Agniveers only.

(b) Ministry of Education, Government of India three regulatory bodies namely University Grants commissions (UGC), All India Council for Technical Education (AICTE) and National Council for Vocational Education and Training (NCVET) have given In-Principle Approval.

(c) The scheme shall be implemented from session _____ onwards.

(d) There will be two cycles of admission every year i.e. July and January.

(e) The skills will include both technical and non-technical skills.

(f) The total credits based on INDIAN ARMY training and IGNOU courses collectively would enable serving INDIAN ARMY personnel to acquire the Higher Education Certification from IGNOU.

(g) Following programmes/courses are offered under the scheme by IGNOU :-

(i) Bachelor of Arts (BA), PG Diploma, Certificate Course.

(ii) Bachelor of Commerce (B.Com).

(iii) Bachelor of Arts (Vocational Studies).

(iv) B.Sc. Physics, Chemistry, Mathematics, Geography, Statistics (BSC)

(v) Any other course mutually agreed upon, in writing.



2 DEC 2022

अवर. पुतापुनन / R P Patanjunon
मेजर जनरल / Maj Gen
अपर महाविद्यालय सेवा शिक्षा
Addl DG AE
एकीकृत मुख्यालय सेवा शिक्षा
HQ of MoD (Army)
नई दिल्ली / New Delhi - 110011


scheme shall be 10+2/ twelve years of schooling/ equivalent certificate recognized by the Government. For B.Sc. the eligibility is 10+2 in science stream (as per IGNOU norms).

- (i) Duration for completion of the degree under this scheme shall be as per norms laid down by IGNOU minimum three (03) years and maximum six (06) years.
- (j) The Term-end examinations shall be conducted all over the country twice every year – in June and December. The learners will have the option of appearing in the examination at any of the recognised examination centers across the country in those of IA, IAF and IN.
- (k) IGNOU component of courses shall be distributed over six semesters and shall be synchronized with the Academic/ Skill Training Programme of the INDIAN ARMY.
- (l) The learners shall receive academic counseling support through multiple modes, including channel-based counseling.
- (m) In order to get the Certification for the course (so opted by a candidate of IA) Bachelor's Degree from IGNOU under this scheme, learners have to successfully complete the skill component imparted by the INDIAN ARMY as well as the courses under IGNOU component.
- (n) The list of recognized programmes/courses / training imparted may be enhanced in future, mutually agreed upon by the Parties, in writing.
- (o) There shall be a provision for undergraduate certificate after first year of study and undergraduate diploma after successful completion of second year with requisite credits earned both in INDIAN ARMY skill component and IGNOU components.
- (p) The list of Degree programmes offered under the scheme may be enhanced in future after mutual agreement between the Parties, in writing.




आर. पुताजुणम / R. Putarjunam
भेजर् जनरल / Major (Admin) सेना
अपर महानिदेशक सेना शिक्षा

22 DEC 2022


आर. पुताजुणम / R. Putarjunam
भेजर् जनरल / Major Gen
अपर महानिदेशक सेना शिक्षा
Addl DG AE
एफसिपूत मुख्यालय रक्षा मंत्रालय सेना
HQ of MoD (Army)
नई दिल्ली / New Delhi - 110011

implementation of the scheme:-

(a) **Registration Process.** IGNOU will intimate INDIAN ARMY minimum 45/60 days in advance regarding opening of online portal for admission under this scheme. INDIAN ARMY will ensure adequate publicity of the same within INDIAN ARMY environment. INDIAN ARMY personnel fulfilling the requisite qualification and willing for the degree shall be eligible for admission in IGNOU's Degree Programme through the online registration with IGNOU. IGNOU will share the link with INDIAN ARMY for validation of admission. Eligibility qualification and fee details shall be verified by the University before confirming admission.

(b) **Teaching-Learning Process.** The courses offered under the IGNOU component will be conducted in distance and online mode as per IGNOU norms.

(c) **Programme Assessment.**

(i) Courses opted under the INDIAN ARMY component will be assessed as per norms of the INDIAN ARMY.

(ii) Courses opted under the IGNOU component will be assessed as per IGNOU norms.

(d) **Credit Hours.** Calculation of credits of training in INDIAN ARMY would be based on minimum hours of study i.e. 30 hours per credit as given below :-

(i) More of 60 credit pts accumulated by through trg in IA would be considered for award of suitable Higher Education Certification by IGNOU.

(ii) 20 credits per semester with 600 notional hours of study.

(iii) 40 credits per year with notional 1200 hours of study.

(iv) 60 credits per year with notional 1800 hours of study.

(v) 120 credits in three years 3600 hours of study.

(vi) In case any serving personnel has less credits from INDIAN ARMY training component, he would have to appear for additional courses from IGNOU to complete the required deficiency of credits.



22
22 DEC 2022

आर. पुलरजुनम / R Putarjunam
मेजर जनरल / Maj Gen
अपर महानिदेशक सेना शिक्षा
Addl DG AE
एकीकृत मुख्यालय, सेना संगणक सेना
HQ of MoD (Army)
नई दिल्ली / New Delhi - 110015

shall be paid online by the applicants at the time of submitting their application on the admission portal of IGNOU meant for the INDIAN ARMY personnel.

(f) **Program Structure : INDIAN ARMY - IGNOU (Higher Education) Programmes**

The structure of the INDIAN ARMY - IGNOU Higher Education Programmes will be as per the UGC Guidelines given in **Annexure-A**. The structure is subject to change from time to time as per guidelines issued by the Regulatory Authorities.

(g) **Disciplines to be Covered under the Scheme.**

- (i) In the first phase starting from session _____, as part of IGNOU component all disciplines / subjects will be covered under Bachelor of Arts (BA).
- (ii) For selection of disciplines, rules of IGNOU shall apply.
- (iii) Applicants registering for B.Com and BA (Vocational) Tourism Management programmes have to study core areas related to Commerce and Tourism Management respectively.
- (iv) B.Sc Physics, Chemistry, Mathematics, Geography, Statistics etc.

(h) **Multiple Entry and Exit.**

- (i) **On completion of First and Second Semester** Award of **Undergraduate Certificate**: {20 credits of IGNOU Component and 20 credits of INDIAN ARMY Skill Component (CT): 40 credits}.
- (ii) **On completion of Third and Fourth Semester** Award of **Undergraduate Diploma**: {20 credits IGNOU Component and 20 credits of INDIAN ARMY Skill Component (CT): 40 credits}.

- (iii) **On completion of Fifth and Sixth Semester** Award of **Bachelor's Degree** by IGNOU: {20 credits IGNOU Component and 20 credits of INDIAN ARMY Skill Component (CT): 40 credits}.

- (iv) In the Grade Card issued by IGNOU, 60 credits of University component will be reflected and balance 60 credits will be shown as credits earned through skill training imparted by INDIAN ARMY.



2
22 DEC 2022
आर. पुताजुनस (Admin) के
द्वारा जारी किया गया (IGNOU)

आर. पुताजुनस / R Putarjun
मेजर जनरल / Maj Gen
अपर महाविदेशिक सेवा शिक्षा
Addl DG AE
एकीकृत मुख्यालय एका मंत्रालय
(HQ of MoD (Army))
नई दिल्ली / New Delhi - 11001

(f) Undertake the continuous and comprehensive evaluation and conduct term end examinations for IGNOU components, as per IGNOU Statutes, Rules and Regulations.

(g) Monitor the curriculum transaction and examinations.

(h) Certifications of successful candidates under the scheme as per IGNOU Rules and Regulations.

Joint Coordination Committee. INDIAN ARMY and IGNOU will form a Joint Coordination Committee. The JCC will be chaired by VC IGNOU or his nominee. The JCC will have f/wg members for the purpose of discussing any issue/matters/ problem arising from/ due to implementation of this Memorandum of Understanding (MoU) :-

(a) For INDIAN ARMY.

(i) Brigadier Army Education (Brig AE)

(ii) Colonel (Army Education)

(b) For IGNOU.

(i) Pro Vice Chancellor

(ii) One Director

7. **Validity and Review.** The Memorandum of Understanding (MoU), shall be effective from the date of signing and shall remain valid for five years. The MoU can be renewed on same terms and conditions or on fresh/amended terms and conditions by mutual consent.

8. **Amendments.** INDIAN ARMY and IGNOU shall always have the right to add, delete, amend or alter any of the terms and conditions of this Memorandum of Understanding (MoU) as may be required by service exigencies and/ or any change made by the regulatory authority and/ or statutory changes and such terms and conditions as mutually agreed shall be reduced in writing and shall be legally binding on both the parties i.e. INDIAN ARMY and IGNOU.

9. **Interpretation.** In case of any doubt or difference arisen as to interpretation of the provision of this MoU or as to the matters not provided herein, the parties shall consult each other and resolve such doubts or differences in

10. **Force Majeure.** The failure or omission to carry out or to observe any of the provisions or conditions of this MoU during the continuance of an event



22 DEC 2022
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आर. पुतारुनन/R Putarjunam
मेजर जनरल/Maj Gen
अनर सहायक सेना शिक्षा
Addl DG AE
एकीकृत मुख्यालय रक्षा पत्रालय सेना
HQ of MoD (Army)
नई दिल्ली/New Delhi - 110011

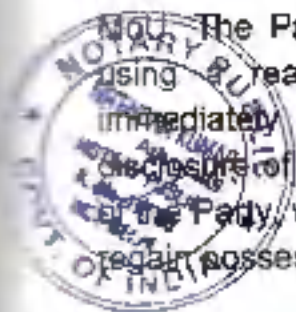
claim by either party against each other or be deemed to be a breach of this MoU, if same is caused by or arise out of Force Majeure. The term Force Majeure, as used in this MoU shall include, is not limited to the events i.e. War, hostilities, act of public enemy, or belligerents, sabotage, riot or disorder, decree, law or otherwise, act of God, fire, earthquake, storm, lightening, epidemic, explosions, accidents by fire or otherwise, or other events whether or not of the same class or kind as those set forth.

11. **Dispute Resolution.** The parties shall resort to resolve dispute arising out of implementation of this MoU, in the following manner :-


(a) In case any dispute/ claim arises between the parties or personnel subject/ with respect to the MoU, including its validity, Interpretation, implementation or alleged material breach of any of its provisions or regarding a question, including the questions as to whether the termination of this MoU by one Party hereto has been legitimate; both Parties hereto shall endeavour to settle such dispute amicably by mutual consultation between the parties. Meeting for mutual consultation would be scheduled at New Delhi and such meeting will be attended by at least one senior official from each party. In the said meeting, each side will present its dispute and the senior officials will enter into good faith negotiation in an attempt to resolve the dispute.

(b) In case the disputes are not resolved by mutual discussions, it shall be resolved with the adjudication of Secretary, Higher Education, Ministry of Education, Government of India.

12. **Confidentiality.** During the validity of this MoU, any of the Parties may disclose to each other certain valuable proprietary and confidential information. The Parties should limit disclosure of any such Confidential Information to its directors, officials, professors, scholars or employees who have a 'Need to Know' such Confidential Information, in connection with the current or contemplated relationship between the parties to which this MoU relates, and only for that purpose. The Parties agree to use the Confidential Information disclosed by any Party solely in connection with the current or contemplated relationship between the parties and not for any purpose other than as authorized by this MoU. The Parties shall keep all Confidential Information strictly confidential by using reasonable degree of care. The Parties shall notify each other immediately upon discovery of, or suspicion of, any unauthorized use or disclosure of Confidential Information and shall cooperate with any and all efforts of the Party whose information is disclosed contrary to the provisions of this MoU, to regain possession of Confidential information and prevent its unauthorized use.



22 DEL 2022
आर. पुतारजुनम (Admin) to
अपर महानिदेशक सेना शिक्षा
HQ of MoD (Army)


आर. पुतारजुनम/R Putarjunam
मेजर जनरल/Maj Gen
अपर महानिदेशक सेना शिक्षा
Addl DG AE
एकीकृत मुख्यालय सेना शिक्षा
HQ of MoD (Army)
नई दिल्ली/New Delhi - 110011

Memorandum of Understanding (MoU) shall be in writing and delivery to the 'parties' at the address given herein below:-

(a) **For INDIAN ARMY.**

Address: Additional Directorate General of Army Education
General Staff Branch
Room No 701, 7th Floor, A Wing
Sena Bhawan, New Delhi-110011
Attn : Col AE-2

(b) **For IGNOU.**


Address: Registrar (Administration)
Indira Gandhi National Open University
Maidan Garhi
New Delhi-110068

14. **Indemnity.** Each party shall indemnify & hold the other Party harmless from & against that portion of any & all losses due to the gross negligence or willful or intentional misconduct of such Indemnifying Party, as well as any losses that were not caused by joint activities of the parties.








22 DEC 2022

ATTESTED

**Notary Public
DELHI (INDIA)**


आर. पुतारजुनम / R Putarjunam
मेजर जनरल / Maj Gen
अपर महाविदेशिक सेना शिक्षा
Addl DG AE
एकीकृत मुख्यालय रक्षा मंत्रालय सेवा
IHQ of MoD (Army)
नई दिल्ली / New Delhi - 110011

IN WITNESS WHERE OF, the parties through their authorised representative have executed this Memorandum of Understanding at Delhi on the 22 day Dec month and 2022 year mentioned herein before.

For and on behalf of IGNOU	For and on behalf of Indian Army
<p>Signature : </p> <p>Name : </p> <p>Designation :</p>	<p>Signature : </p> <p>Name : आर. पुतार्जुनम/R Putarjunam मेजर जनरल/Maj Gen अपर महानिदेशक सेवा शिवा</p> <p>Designation Addl DG AE एकीकृत मुख्यालय रक्षा मंत्रालय सेना HQ of MoD (Army) नई दिल्ली/New Delhi - 110011</p>
<p>Witness (1)</p> <p>Signature : </p> <p>Name : Dr. Hema Pant</p> <p>Designation : Add. Director</p>	<p>Witness (1)</p> <p>Signature : </p> <p>Name : कर्नल रुद्राज अहिर/Col Rudraj Ahir कोल ए ३/Col AE - I अपर शाखा सेवा शिवा/CS Br AE-I एकीकृत मुख्यालय रक्षा मंत्रालय सेना HQ of MoD (Army) नई दिल्ली/New Delhi -110011</p> <p>Designation :</p>
<p>Witness (2)</p> <p>Signature : </p> <p>Name : Dr. V. P. Rupam</p> <p>Designation : Addl. Director</p>	<p>Witness (2)</p> <p>Signature : </p> <p>Name : कोल मंदी लहरेया / Lt Col Mandi Lahera जी. एस. ओ-1 ए ई-1/GSO-1AE-1 सामान्य शाखा, सेवा शिवा-1/GS Br AE-1 एकीकृत मुख्यालय रक्षा मंत्रालय सेना HQ of MoD (Army) नई दिल्ली-110011 New Delhi-110011</p> <p>Designation :</p>




22 DEC 2022

PROGRAMME STRUCTURE FOR BA

Semester	Theory / Core courses & Ability Enhancement Course (AECC) offered by IGNOU	Skill Courses of Defence Services approved by AICTE / NCVET at Level – 4.6 & above	Credits
One	DSC-1 (6 credits) AECC-1 (4 credits) Environmental Study	Credit Transfer – 10 credits	20
Two	DSC-2 (6 Credits) AECC-2 (4 Credit) Communication Skill	Credit Transfer – 10 credits	20
Three	DSC-3 (6 Credits) SEC-1 (4 Credits)	Credit Transfer – 10 credits	20
Four	DSC-4 (6 Credits)	Credit Transfer – 14 credits	20
Five	DSC-5 DSC-6 (12 credits)	Credit Transfer – 08 credits	20
Six	DSC-7 DSC-8 (12 credits)	Credit Transfer – 08 credits	20
	DSC – 60 credits	CT – 60 credits	120



22 DEC 2022


 आर. पुतारजुनानी / R Putarjunani
 मेजर जनरल / Maj Gen
 अपर महाविदेशिक सेना शिक्षा
 Addl DG AE
 एकीकृत मुख्यालय रक्षा मंत्रालय सेना
 HQ of MoD (Army) Page 11 of 14
 नई दिल्ली / New Delhi - 110011

PROGRAMME STRUCTURE FOR B. COM

Semester	Theory / Core courses & Ability Enhancement Course (AECC) offered by IGNOU	Skill Courses of Defence Services approved by AICTE / NCVET at Level – 4.5 & above	Credits
One	DSC-1 (6 credits) AECC-1 (4 credits) Environmental Study	Credit Transfer – 10 credits	20
Two	DSC-2 (6 Credits) AECC-2 (4 Credit) Communication Skill	Credit Transfer – 10 credits	20
Three	DSC-3 (6 Credits) SEC-1 (4 Credits)	Credit Transfer – 10 credits	20
Four	DSC-4 (6 Credits)	Credit Transfer – 14 credits	20
Five	DSC-5 DSC-6 (12 credits)	Credit Transfer – 08 credits	20
Six	DSC-7 DSC-8 (12 credits)	Credit Transfer – 08 credits	20
	DSC – 60 credits	CT – 60 credits	120



(Signature)
Registrar (Admin) IGNOU
New Delhi

22 DEC 2022

(Signature)

आर. पुतारजुनम / R Putarjunam
मेजर जनरल / Maj Gen
अध्य महानिदेशक सेना शिक्षा
Addl DG AE
एकीकृत मुख्यालय रक्षा मंत्रालय सेना
HQ of MoD (Army) Page 12 of 14
नई दिल्ली / New Delhi - 110015


PROGRAMME STRUCTURE FOR BSC

Semester	Theory/Practical/ Core courses & Ability Enhancement Course (AECC) offered by IGNOU	Skill Courses of Defence Services approved by AICTE / NCVET at Level – 4.5 & above	Credits
One	DSC-1 (6 credits) AECC-1 (4 credits) Environmental Study	Credit Transfer – 10 credits	20
Two	DSC-2 (6 Credits) AECC-2 (4 Credit) Communication Skill	Credit Transfer – 10 credits	20
Three	DSC-3 (6 Credits) SEC-1 (4 Credits)	Credit Transfer – 10 credits	20
Four	DSC-4 (6 Credits)	Credit Transfer – 14 credits	20
Five	DSC-5 DSC-6 (12 credits)	Credit Transfer – 08 credits	20
Six	DSC-7 DSC-8 (12 credits)	Credit Transfer – 08 credits	20
	DSC – 60 credits	CT – 60 credits	120



12 2 DEC 2022


 Registrar (Admin) Vc
 Office of the Registrar (Admin) Vc
 IGNOU, New Delhi


 आर. पुतरजुनाम / R Putarjunam
 मेजर जनरल / Major Gen
 अपर महानिदेशक सेना शिक्षा
 Addl DG AE
 एकिकृत मुख्यालय रक्षा मंत्रालय सेना
 HQ of MoD (Army) Page 13 of 14
 नई दिल्ली / New Delhi - 110011

PROGRAMME STRUCTURE FOR BA (VOCATIONAL STUDIES)
TOURISM MANAGEMENT (BAVTM)

Semester	Theory / Core courses & Ability Enhancement Course (AECC) offered by IGNOU	Skill Courses of Defence Services approved by AICTE / NCVET at Level – 4.5 & above	Credits
One	DSC-1 (6 credits) AECC-1 (4 credits) Environmental Study	Credit Transfer – 10 credits	20
Two	DSC-2 (6 Credits) AECC-2 (4 Credit) Communication Skill	Credit Transfer – 10 credits	20
Three	DSC-3 (6 Credits) SEC-1 (4 Credits)	Credit Transfer – 10 credits	20
Four	DSC-4 (6 Credits)	Credit Transfer – 14 credits	20
Five	DSC-5 DSC-6 (12 credits)	Credit Transfer – 08 credits	20
Six	DSC-7 DSC-8 (12 credits)	Credit Transfer – 08 credits	20
	DSC – 60 credits	CT – 60 credits	120



22 DEC 2022

नितेश कुमार, नॉटरी पब्लिक (अनुमति) से
 सेवा, नई दिल्ली पिन-110011

आर. पुतारजुनम / R Putarjunam
 मेजर जनरल / Maj Gen
 अपर महोदय रक्षा सेवा शिक्षा
 Addl DG AE
 एकीकृत मुख्यालय रक्षा मंत्रालय सेवा
 HQ of MoD (Army) नई दिल्ली / New Delhi - 110011

MEMORANDUM
OF
UNDERSTANDING



BETWEEN

INDIAN NAVY

AND

INDIRA GANDHI NATIONAL OPEN UNIVERSITY
(IGNOU)

FOR

AWARD OF SKILL BASED BACHELOR DEGREE TO AGNIVEERS



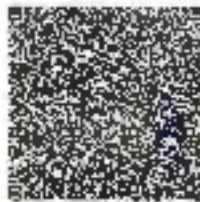
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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL35252370487470U
Certificate Issued Date : 22-Dec-2022 10:54 AM
Account Reference : IMPACC (IV) dl797803/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL79780344619014154168U
Purchased by : INDIAN NAVY
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0 (Zero)
First Party : INDIAN NAVY
Second Party : INDIPA GANDHI NATIONAL OPEN UNIVERSITY
Stamp Duty Paid By : INDIAN NAVY
Stamp Duty Amount(Rs.) : 100 (One Hundred only)



Please write or type below this line

MEMORANDUM OF UNDERSTANDING BETWEEN INDIAN NAVY AND IGNOU FOR AWARD OF SKILL BASED BACHELOR DEGREE FOR AGNIVEERS

This Memorandum of Understanding (hereinafter referred to as "MoU") is signed on this 3rd day of January 2023 2022 at New Delhi.

For Indian Navy

For IGNOU

Signature and stamp of the Indian Navy representative, including a circular official seal.

Signature and stamp of the IGNOU representative, including a circular official seal.

Statutory Alert:

1. The authenticity of the e-stamp certificate should be verified at www.thee-stamp.com or using e-Stamp Mobile App of Stock Holding Corporation of India Limited. Any discrepancy in the details on the Certificate and as available on the website / Mobile App renders it invalid. 2. The burden of checking the legitimacy is on the users of the certificate. 3. In case of any discrepancy please inform the Competent Authority.

This Memorandum of Understanding (herein after referred to as "MOU") is signed on this 1st day of Jan 2023 at New Delhi.

BY AND BETWEEN

Indian Navy (IN), an Indian Armed Force having its mailing address at Directorate of Naval Education, Integrated Headquarters of Ministry of Defence (Navy), West Block-V, RK Puram, New Delhi, India - 110066 hereinafter referred to as "IN", this expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successor, representatives, administrators or permitted assignees as the case may be.

....PARTY OF THE FIRST PART

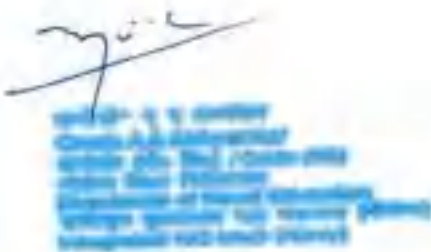
And

Indira Gandhi National Open University (IGNOU), an open University at national level duly established and incorporated by Act number 50 of 1985 enacted by the Parliament of Republic of India having its Headquarter at Maidan Garhi, New Delhi, India and accredited with A++ by National Assessment and Accreditation Council (NAAC), hereinafter referred to as "IGNOU" which term shall unless repugnant to the context include its successor, representatives, administrators or permitted assignees as the case may be.

.... PARTY OF THE SECOND PART

Hereafter collectively referred to as the "Parties" and individually as the "Party".

AND WHEREAS the parties are keen to collaborate through an MoU to facilitate skill-based degree to *Agniveers*, as per the terms and conditions mentioned hereinafter.



- (iii) Bachelor of Arts (Vocational Studies) Tourism Management (BAVTM).
- (iv) Bachelor of Science – Physics, Chemistry, Mathematics, Geography, Statistics etc (BSC).
- (v) Any other course mutually agreed upon, in writing.
- (g) Minimum eligibility qualification for availing benefit under the scheme shall be 10+2/ twelve years of schooling/ equivalent certificate recognized by the Government. For B.Sc., the eligibility is 10+2 in Science stream (as per IGNOU norms).
- (h) Duration for completion of the degree under this scheme shall be of minimum three (03) years and maximum six (06) years.
- (i) There will be two cycles of admission every year i.e. July and January.
- (j) The Term-end examinations shall be conducted all over the country twice every year - in June and December. The learners will have the option of appearing in the examination at any of the examination centers across the country.
- (k) IGNOU component of courses shall be distributed over six semesters and shall be synchronized with the Academic/ Skill Training Programme of the *IN*.
- (l) The learners shall receive academic counselling support through multiple modes, including channel-based counselling.
- (m) In order to get the Bachelor's Degree from IGNOU under this scheme, learners have to successfully complete the skill component imparted by the *IN* as well as the courses under IGNOU component.
- (n) There shall be a provision for Undergraduate Certificate after first year of study and Undergraduate Diploma after successful completion of second year with requisite credits earned both in *IN* skill component and IGNOU components.



(o) The list of recognized programmes/ courses / training imparted may be enhanced in future, mutually agreed upon by the Parties, in writing.

(p) The list of Degree Programmes offered under the scheme may be enhanced in future after mutual agreement between the Parties, in writing.

3. **Methodology.** Following methodology shall be adopted for implementation of the scheme:-

(a) **Registration Process.** IGNOU will intimate /N minimum 30 days in advance regarding opening of online portal for admission under this scheme. /N will ensure adequate publicity of the same within /N environment. Agniveers fulfilling the requisite qualification shall be eligible for admission in IGNOU's Degree Programme through the online registration with IGNOU. IGNOU will share the link with /N for validation of admission. Eligibility qualification and fee details shall be verified by the University before confirming admission.

(b) **Teaching-Learning Process.** The courses offered under the IGNOU component will be conducted in distance, online mode as per IGNOU norms.

(c) **Programme Assessment.**

(i) Courses opted under the /N component will be assessed as per norms of the /N.

(ii) Courses opted under the IGNOU component will be assessed as per IGNOU norms.

(d) **Credit Hours.** Calculation of credits of training in /N would be based on minimum hours of study i.e. 30 hours per credit in the following manner:-

(i) 20 credits per semester with 600 notional hours of study.

(ii) 40 credits per year with notional 1200 hours of study.

(iii) 3600 hours of study in three years for 120 credits.



(iv) *IN* component of 60 credits (1800 hours). In case any serving personnel has less credits from *IN* training component, he would have to appear for additional courses from IGNOU to complete the required deficiency of credits.

(v) IGNOU component will be 60 credits (1800 hours).

(e) **Fee Remittance.** Fee as prescribed by IGNOU from time to time shall be paid online by the applicants at the time of submitting their application on the admission portal of IGNOU meant for the *Agniveers*.

(f) **Program Structure : *IN* - IGNOU Bachelor's Degree Programmes.**

The structure of the *IN* - IGNOU Bachelor's Degree programmes will be as per the UGC Guidelines given at **Annexure**. The structure is subject to change from time to time as per guidelines issued by the Regulatory Authorities.

(g) **Disciplines to be Covered under the Scheme.**

(i) As part of IGNOU component following disciplines / subjects will be covered under Bachelor of Arts (BA):-

Hindi, English, Urdu, Sanskrit, Economics, History, Political Science, Public Administration, Sociology, Mathematics, Education, Tourism, Philosophy, Vocational Studies, Agriculture, Jyotish, etc.

(ii) B.Sc. Physics, Chemistry, Mathematics, Geography, Statistics etc.

(iii) Applicants registering for B.Com. and BA (Vocational) Tourism Management programmes have to study core areas related to Commerce and Tourism Management respectively.

(iv) For selection of disciplines, rules of IGNOU shall apply.

(h) **Multiple Entry and Exit.**

(i) **On completion of First and Second Semester.** Award of Undergraduate Certificate: Level - 4.5 (20 credits of IGNOU Component and 20 credits of *IN* Skill Component (CT): 40 credits).

(ii) **On completion of Third and Fourth Semester**. Award of Undergraduate Diploma: Level - 5 {20 credits IGNOU Component and 20 credits of *IN* Skill Component (CT): 40 credits}.

(iii) **On completion of Fifth and Sixth Semester**. Award of Bachelor's Degree by IGNOU: Level - 5.5 {20 credits IGNOU Component and 20 credits of *IN* Skill Component (CT): 40 credits}.

(iv) In the Grade Card issued by IGNOU, 60 credits of University component will be reflected and balance 60 credits will be shown as credits earned through skill training imparted by *IN*.

4. **Role and Responsibilities of *IN***. The role and responsibility of *IN* is to: -

(a) Align their in-service skill training with the National Credit Framework/ National Skill Qualification Framework at Level 4.5 and above and share the same with IGNOU.

(b) Sensitize eligible learners for admission within the prescribed dates notified by IGNOU.

(c) Ensure timely admission, curriculum transaction, assessment and evaluation of their respective course components.

(d) Ensure timely transmission of credit transfer related data to the University, as per the schedule of operations of the University.

(e) Redress grievances of learners enrolled under the scheme.

5. **Role and Responsibilities of IGNOU**. The role and responsibility of IGNOU is to:-

(a) Provide separate online portal as per timelines twice every year i.e. July and January, for admission of *Agniveers* eligible for admission under credit transfer scheme for skill based bachelor degree.

(b) Issue identity cards to the enrolled learners.

(c) Ensure credit transfer of all credits earned at Level 4.5 and above as per the scheme.



- (d) Provide Self Learning Material (SLM) in digital form. If required, printed SLM also to be provided.
- (e) Provide two sets of printed SLM to each Learner Support Centre (LSC) for reference purpose of academic counsellors and evaluators.
- (f) Undertake Continuous and Comprehensive Evaluation and conduct Term End Examinations for IGNOU components, as per IGNOU Statutes, Rules and Regulations.
- (g) Monitor the curriculum transaction and examinations.
- (h) Certifications of successful candidates under the scheme as per IGNOU Rules and Regulations.

6. **Joint Coordination Committee.** IN and IGNOU will form a Joint Coordination Committee with following members for the purpose of discussing any issue/ matters/ problem arising from/ due to implementation of this Memorandum of Understanding (MoU).

(a) **From IN.**

- (i) Commodore (Naval Education)
- (ii) Commander (Naval Training)
- (iii) Commender (Naval Education) - Higher Education

(b) **From IGNOU.**

- (i) Pro Vice Chancellor
- (ii) One Director
- (iii) VC, IGNOU or his nominee shall Chair the JCC.

7. **Validity and Review.** The Memorandum of Understanding (MoU) shall be effective from the date of signing and shall remain valid for five years. The MoU can be renewed on same terms and conditions or on fresh/ amended terms and conditions by mutual consent.

8. **Amendments.** IN and IGNOU shall always have the right to add, delete, amend or alter any of the terms and conditions of this Memorandum of Understanding (MoU) as may be required by service exigencies and/ or any change



पुस्तकालय (आवक) अधिकारी / Registrar (Admin) NC
श्रीधर लक्ष्मी राष्ट्रीय पुस्तकालय (Indira Gandhi National Open University)

made by the regulatory authority and/ or statutory changes and such terms and conditions as mutually agreed shall be reduced in writing and shall be legally binding on both the parties i.e. IV and IGNOU.

9. **Interpretation.** in case of any doubt or difference arising as to interpretation of the provision of this MoU or as to the matters not provided herein, the parties shall consult each other and resolve such doubts or differences in good faith.

10. **Force Majeure.** The failure or omission to carry out or to observe any of the terms/ provisions or conditions of this MoU during the continuance of an event of Force Majeure, as hereunder defined, or its effect, shall not give rise to any claim by either party against each other or be deemed to be a breach of this MoU, if same is caused by or arise out of Force Majeure. The term Force Majeure, as used in this MoU shall include, is not limited to the events i.e. war, hostilities, act of public enemy, or belligerents, sabotage, riot or disorder, decree, law or otherwise, act of God, fire, earthquake, storm, lightning, epidemic, explosions, accidents by fire or otherwise, or other events whether or not of the same class or kind as those set forth.

11. **Dispute Resolution.** The parties shall resort to resolve dispute arising out of implementation of this MoU, in the following manner:-

(a) In case any dispute/ claim arises between the parties or personnel with respect to the MoU, including its validity, interpretation, implementation or alleged material breach of any of its provisions or regarding a question, including the questions as to whether the termination of this MoU by one Party hereto has been legitimate; both Parties hereto shall endeavour to settle such dispute amicably by mutual consultation between the parties. Meeting for mutual consultation would be scheduled at New Delhi and such meeting will be attended by at least one senior official from each Party. In the said meeting, each side will present its dispute and the senior officials will enter into good faith negotiation in an attempt to resolve the dispute.

(b) In case the disputes are not resolved by mutual discussions, it shall be resolved with the adjudication of Secretary, Higher Education, Ministry of Education, Government of India.

12. **Governing Law and Jurisdiction.** The Memorandum shall be governed, interpreted and constructed in accordance with substantive laws of India. The parties hereby irrevocably consent to the sole jurisdiction of the Courts of Delhi only



in connection with any actions or proceedings arising out or in relation to this agreement.

13. **Confidentiality**. During the validity of this MoU, any of the Parties may disclose to each other certain valuable proprietary and confidential information. Classified/ confidential information means information or material, regardless of its form, that in accordance with the laws, regulations or policies of a Party requires protection in the interests of national security and has been so designated with a security classification. The Parties should limit disclosure of any such Confidential Information to its directors, officials, professors, scholars or employees who have a 'Need to Know' such Confidential Information, in connection with the current or contemplated relationship between the parties to which this MoU relates, and only for that purpose. The Parties agree to use the Confidential Information disclosed by any Party solely in connection with the current or contemplated relationship between the parties and not for any purpose other than as authorized by this MoU. The Parties shall keep all Confidential Information strictly confidential by using a reasonable degree of care. The Parties shall notify each other immediately upon discovery of, or suspicion of, any unauthorized use or disclosure of Confidential Information and shall cooperate with any and all efforts of the Party, whose information is disclosed contrary to the provisions of this MoU, regain possession of Confidential Information and prevent its unauthorized use.

14. **Notices**. Any notice required to be given under the terms of this Memorandum of Understanding (MoU) shall be in writing and delivery to the 'parties' at the addresses given herein below:

(a) **For IN.**

Address: The Chief of the Naval Staff
[for Commodore (Naval Education)]
Directorate of Naval Education
Integrated Headquarters of Ministry of Defence (Navy)
West Block-V
RK Puram, New Delhi - 110066

(b) **For IGNOU.**



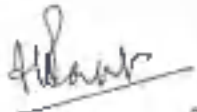



Address: Registrar (Administration)
Indira Gandhi National Open University
Meidan Garhi
New Delhi - 110068



15. **Indemnity.** Each party shall indemnify & hold the other Party harmless from & against that portion of any & all losses due to the gross negligence or wilful or intentional misconduct of such indemnifying Party, as well as any losses that were not caused by joint activities of the parties.

16. **Termination.** The Parties agree that this MoU can be terminated on the ground of non-execution or non-performance by any Party by mutual consent or by giving a notice of 30 (Thirty) days in writing to the other Party, without providing any reasons at any time. That in case of termination of the MoU, all relevant/ confidential information/ data provided by IN will be returned to IN to ensure the security of such information.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement and executed by their respective duly authorized representatives on the 3rd (Day), January (Month) and 2023 (Year) mentioned herein before.

For and on-behalf of IGNOU	For and on-behalf of Indian Navy
Signature:  Name: Designation:	Signature:  Name: Designation:
Witness (1) Signature:  Name: Dr. Hema Pant Designation: Add. Director	Witness (1) Signature:  Name: Designation:
Witness (2) Signature:  Name: Dr. K. P. Kapoor Designation: Addl. Director	Witness (2) Signature:  Name: Designation:

PROGRAMME STRUCTURE FOR BA/ BSC/ BCOM/ BAVTM

Semester	Theory / Core courses & Ability Enhancement Course (AECC) offered by IGNOU	Skill Courses of Indian Navy approved by AICTE / NCVET at Level – 4.5 & above	Credits
One	DSC-1 (6 credits) AECC-1 (4 credits) Environmental Study	Credit Transfer – 10 credits	20
Two	DSC-2 (6 Credits) AECC-2 (4 Credit) Communication Skill	Credit Transfer – 10 credits	20
Three	DSC-3 (6 Credits) SEC-1 (4 Credits)	Credit Transfer – 10 credits	20
Four	DSC-4 (6 Credits)	Credit Transfer – 14 credits	20
Five	DSC-5 DSC-6 (12 credits)	Credit Transfer – 08 credits	20
Six	DSC-7 DSC-8 (12 credits)	Credit Transfer – 08 credits	20
	DSC – 60 credits	CT – 60 credits	120




 कुलपति (प्रशासन) का.स./Registrar (Admin) UG
 उद्दिष्ट केंद्रीय राष्ट्रीय मुद्रा विभाग/IGNOU



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

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Description of Document	: Article 5 General Agreement
Property Description	: MEMORANDUM OF UNDERSTANDING BY BETWEEN INDIRA GANDHI NATIONAL OPEN UNIVERSITY AND COUNCIL FOR HOTEL MANAGEMENT AND CATERING TECHNOLOGY
Consideration Price (Rs.)	: 100 (One Hundred only)
First Party	: INDIRA GANDHI NATIONAL OPEN UNIVERSITY IGNOU
Second Party	: THE NATIONAL COUNCIL FOR HOTEL MANAGEMENT AND CATERING TECHNOLOGY
Stamp Duty Paid By	: INDIRA GANDHI NATIONAL OPEN UNIVERSITY IGNOU
Stamp Duty Amount (Rs.)	: 100 (One Hundred only)



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IN-DL443981983768012V

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as 'MoU') signed on theat New Delhi.

BY & BETWEEN

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

शशनी कान्त गंगुली / L. K. GANGULI
डिप्टी रजिस्ट्रार (प्रशासन) / Deputy Registrar (Admin.)
इण्डिरा गान्धी राष्ट्रीय मुक्त विद्यापीठम्
Indira Gandhi National Open University

श्री. आलोक चौबे / Dr. Alok Chaube
मुख्य अधिकारी (प्रशासन) / Registrar (Admin.)
इण्डिरा गान्धी राष्ट्रीय मुक्त विद्यापीठम्
Indira Gandhi National Open University

AND

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

PREAMBLE

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

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

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

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

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

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

Whereas after the successful implementation of the Original MoU dated 11^m March 2002 (hereinafter referred to as 'Original MoU') which was further renewed for a period of five years each from 11th March 2007, again from 11th March 2012 and then again 11th March 2017 (hereinafter referred to as 'Renewed MoU') both the parties have now mutually discussed and agreed to enter into a revised Memorandum of Understanding for a further period of three 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 three from IGNOU and three from NCHMCT, as nominated by their respective Heads. The Vice-Chancellor or his/her nominee shall be the Chairperson of JCC. The Convener of the JCC will be Programme Coordinator of the Hospitality Programme from IGNOU. The parties agreed that the JCC will meet periodically as and when needed to monitor and review these mechanisms. This would also include periodic academic inspection of the NCHMCT institutes and observing the conduct of examination of the programme by the IGNOU officials.
- ii. The NCHMCT undertakes not to further franchise and in the event of non-observance of this term, IGNOU shall be competent to terminate the MoU.

II. COURSE DETAILS:

The Parties heraby agree that

- i. The title of the programme will be B.Sc. in Hospitality and Hotel Administration (hereinafter referred to as 'BHM programme').
- ii. The duration of the BHM programme will be 3 years with a maximum duration of 6 years.
- iii. The BHM programme is of 120 credits as approved by the Academic Council, IGNOU and by the Board of Governors, NCHMCT with the following courses through the Distance Learning mode TS-1, BEVAE-181, Industrial Training (code to be allotted), TS-03, BEGE-103, TS-7, Research Project (code to be allotted), BFO-CD6 and TS-6. Any change in the course structure can be recommended by the JCC but the change will have to be approved by the respective statutory bodies of both the organizations and shall become applicable thereafter. The programme structure is enclosed as Annexure - I.
- iv. The Evaluation Methodology of the IGNOU course of the programme shall be as per IGNOU norms. The Evaluation Methodology of the Practical component of the programme shall be as per NCHMCT norms.
- v. IGNOU recognizes the entrance procedures (written exam) adopted by NCHMCT in assistance with National Testing Agency as admission procedure for the programmes. The parties agree that the JCC will monitor the admission process done by NCHMCT after the entrance examination.
- vi. In the event of any change in the mode and conduct of written examination for admissions to the BHM programme, the NCHMCT will adopt the same only after approval to it by its Board of Governors and the statutory bodies of IGNOU.

- vii. That the students who become eligible after clearing the entrance procedure to the BHM programme will be admitted to IGNOU and IGNOU will allot an enrolment number to these students.
- viii. The students thus admitted as mentioned in para (vi) above will also be admitted by the NCHMCT in their Institutes.
- ix. That the course delivery mechanism for the programme will be in the blended mode based on distance learning as well as direct teaching and practicals as per the credits assigned to the courses.
- x. There will be a fresh admission under credit transfer scheme for the students, who could not complete their NCHMCT / IGNOU Components within six years i.e. maximum duration of BHM programme.

iii. COURSE DELIVERY

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

1. RESPONSIBILITIES OF IGNOU

- a. Delivery of course materials of IGNOU courses that are offered under the programme to the students / Institutes.
- b. Conducting of Counseling Sessions for IGNOU Courses at IGNOU Study Centres.
- c. Evaluation of Assignments.
- d. Conduct of examination of all courses of IGNOU at Examination Centres.
- e. Organising teleconferencing session for the programme on a regular basis.
- f. IGNOU shall permit NCHMCT to broadcast lectures/ special talks on Gyan Darshan, Gyan Van and IGNOU FM Stations through its Electronic Media Centre on payment basis.

2. RESPONSIBILITIES OF NCHMCT

- a. The delivery of the NCHMCT courses (theory and Practical both) that are offered under this programme will be the responsibility of NCHMCT.
- b. Evaluation of all the NCHMCT Courses.
- c. Conduct of examination of all Courses of NCHMCT.
- d. Evaluation of Answer Booklets of all the courses of NCHMCT and forward the marks to IGNOU.
- e. NCHMCT will house the Books and Audio-Video material sent by IGNOU to the institutes.



सचिवी कान्त गांगुली / L. K. GANGULI
 निदेशक (अकादमिक) एवं विभागाध्यक्ष, डिप्लोमा & PG Courses
 राष्ट्रीय उद्योग प्रबंधन एवं संसाधन प्रशासनाधीन विश्वविद्यालय
 National Council for Hotel Management & Catering Technology



डॉ. अलोक चौबे / Dr. Alok Chaube
 कुलपति (प्रशासन) / Registrar (Admin.)
 इंदिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय
 Indira Gandhi National Open University
 Post-68 / Maidan Garhi, New Delhi-68

IV. EXAMINATION SYSTEM

The parties agree:

- i. That they recognize the Entrance Examination and other Evaluations done by each other.
- ii. That the JCC may constitute various Committees to monitor the Examination Work.
- iii. That the Examination of the courses of NCHMCT offered under this programme will be conducted at the Institutes of NCHMCT whereas, examination for the IGNOU courses will be conducted at the designated centers of IGNOU.
- iv. That all issues related to the Examination Methodology of the programme and for the purposes of tabulation of results etc. at IGNOU will be decided by the JCC.
- v. That the final result of the programme will be declared by IGNOU.
- vi. That IGNOU will award degree of the programmes to the successful students, as per the existing nomenclature and also clearly mentioning the collaboration with NCHMCT in line with UGC Gazette Notification on nomenclature of degree (s) published in July 2014.
- vii. The nomenclature of the programme may be in line with UGC Gazette Notification on nomenclature of degrees published in July, 2014.

V. FINANCIAL OBLIGATIONS

The Parties agree that:

- i. IGNOU will charge a per annum fee from the students @ 30% of the tuition fee per student per annum with the admissions of 2022 and the registration fee as per IGNOU norms and further the revision in the per annum fee will be decided from time to time by the JCC. IGNOU will also charge Examination fee as per IGNOU norms.
- ii. The IGNOU fee for the programme will be deposited by the individual students online on SAMARTH Portal of IGNOU within the last date prescribed for such purposes.
- iii. The travel costs and hospitality for Observers/ Experts from IGNOU, if sent to monitor Examination processes and inspection of the Institutes will be borne by the NCHMCT.
- iv. The travel cost of NCHMCT members for attending the JCC meetings will be borne by NCHMCT. The travel costs of IGNOU members attending the JCC meetings will be borne by IGNOU.
- v. The cost of the JCC meetings will be borne by the party which hosts the meetings.
- vi. The teleconferencing, Gyan Darshan, Gyan Van, IGNOU FM stations, and EDUSAT charges for the programme will be borne by IGNOU for the IGNOU courses related to the programmes and the cost to be borne by NCHMCT for the NCHMCT courses related to the programmes under offer in this programme as per the existing rates of IGNOU.

VI. VALIDITY

The MoU shall remain valid for a period of three years from 11th March 2022 (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

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

VIII. TERMINATION

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

IX. MATTERS NOT PROVIDED IN THE MOU

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

X. AMENOMENT

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

XI. COPY RIGHT OWNERSHIP

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

XII. NOTICES

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

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

लक्ष्मी कान्त गंगुली / L. K. GANGULI
निदेशक (शाखा प्रशासन) / Director (Acad. & Programme)
उच्च शिक्षण प्रभाग, राष्ट्रीय उच्च शिक्षण परिषद्
Higher Education Division / Director (Acad. & Programme)
National Council of Educational Research & Training, New Delhi

डॉ. आलोक चौहान / Dr. Alok Chauhan
कुशलसिद्धि (प्रशासन) / Registrar (Admin.)
इंदिरा गौरी राष्ट्रीय प्रकाश विद्यापीठ

ANNEXURE - I

Revised Syllabus Structure of BHM Programme with Equal Credits Weightage between IGNOU & NCHMCT Components

Year	Semester	Course Code	Title of the course	Cr (NC)	Cr (IG)
1st Year	1st Sem	BHM-111	Foundation Course in Food Production - I	4	
		BHM-112	Foundation Course in Food & Beverage Service - I	2	
		BHM-113	Foundation Course in Front Office Operations - I	2	
		BHM-114	Foundation Course in Accommodation Operations - I	2	
		BHM-105	Application of Computers	2	
		BHM-106	Hotel Engineering	1	
		BHM-116	Nutrition	1	
	2nd Sem	BHM-151	Foundation Course in Food Production - II	4	
		BHM-152	Foundation Course in Food & Beverage Service - II	2	
		BHM-153	Foundation Course in Front Office - II	2	
		BHM-154	Foundation Course in Accommodation Operations - II	2	
		BHM-117	Principles of Food Science	1	
		BHM-108	Accountancy	2	
		BHM-109	Communication	1	
		TS-1	Foundation Course in Tourism		8
		BEVAE-181	Environmental Studies		4
2nd Year	3rd & 4th Sem	BHM-201	Food Production Operations	2	
		BHM-202	Food & Beverage Service Operations	2	
		BHM-203	Front Office Operations	2	
		BHM-204	Accommodation Operations	1	
		BHM-205	Food & Beverage Controls	1	
		BHM-206	Hotel Accountancy	1	
		BHM-207	Food Safety & Quality	1	
			Research Methodology (Non-Credit)		
		Code to be allotted	Industrial Training		6
			TS-3	Management in Tourism	
		BEGE-103	Communication Skills in English		8
		TS-7	Human Resource Development		8
3rd Year	5th Sem	BHM-311	Advance Food Production Operations - I	3	
		BHM-312	Advance Food & Beverage Operations - I	2	

	BHM-313	Front Office Management - I	2	
	BHM-314	Accommodation Management - I	2	
	BHM-307	Financial Management	1	
	BHM-308	Strategic Management	1	
	BHM-309	Research Project (SEM V)		
5th Sem	BHM-351	Advance Food Production Operations - II	3	
	BHM-352	Advance F&B Operations - II	2	
	BHM-353	Front Office Management - II	2	
	BHM-354	Accommodation Management - II	2	
	BHM-305	Food & Beverage Management	1	
	BHM-306	Facility Planning	1	
	Code to be allocated	Research Project (SEM VI)		4
	BFD-006	Professional Ethics		6
	TS-6	Tourism Marketing		8
		Total Credits	60	60
		Grand Total of Credits	120	

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.

(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. in Hospitality Administration.

Whereas after the successful implementation of the earlier MoU, signed on 14th September 2017, both the parties have now mutually discussed and agreed to renew the MoU for a further period of three years on the terms and conditions as hereunder.

1. 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 observing 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. in 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.
- vii. There will be a fresh admission under credit transfer scheme for the students, who could not complete their NCHMCT / IGNOU Components within five years i.e. maximum duration of MHA programme.

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



सत्यजी कान्त गंगुली / L. K. GANGULI
निदेशक (दूर शिक्षण विभाग) / Director (Distance & Correspondence)
राष्ट्रीय उद्योग प्रबंधन एवं उद्योगिक प्रौद्योगिकी विभाग,
National Course for Hotel Management & Catering Technology
एन.टी.ए. संकलन, एन.टी.ए. संकलन, एन.टी.ए. संकलन, एन.टी.ए. संकलन



डॉ. अलोक चौधरी / Dr. Alok Chaturvedi
पुनरावलोकन (प्रशासन) / Registrar (Admin.)
इन्दिरा गांधी राष्ट्रीय उच्च विद्यापीठ
Indira Gandhi National Open University
एन.टी.ए. संकलन, एन.टी.ए. संकलन, एन.टी.ए. संकलन, एन.टी.ए. संकलन

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-vidoe materiel 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 IGNOU examination centres.
- 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. The students register themselves on SAMARTH Portal of IGNOU and pay the registration fees online (include IGNOU share of fee) for IGNOU components only. Students will pay NCHMCT components fees directly to the NCHMCT.
- 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 and IGNOU TMA evaluation charges 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.



राजेश कुमार गंगुली / A. K. GANGULI
निदेशक (संशोधन सेवा) / Director (R&D) Secretary
राष्ट्रीय उच्च शिक्षण एवं कौशल विकास परिषद
National Council for Skill Development & Quality Enhancement



डॉ. अलोक चौधरी / Dr. Alok Chaudhary
पुनराधिकार (प्रशासन) / Registrar (Admin.)
इन्दिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय
Indira Gandhi National Open University
एन ओ यू, ब्लॉक-007, मदन मोहन मालवीय नगर, नई दिल्ली-110068

VI. VALIDITY

The MoU shall remain valid for a period of three years effective from September 1, 2022 (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 parties shall continue to exist till the completion of the programmes to which the students have been admitted on or before the date of the serving the notice of the termination.

IX. MATTERS NOT PROVIDED IN THE MOU

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

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, Maxdan Garh
New Delhi – 110068

सुश्री कान्त गांगुली / L. K. GANGULI
निदेशक (अकादमिक विभाग) / Academic Director (A.S.) / Secretary
राष्ट्रीय इलेक्ट्रॉनिक एवं सूचना प्रौद्योगिकी विश्वविद्यालय
National Centre for e-Open Management & Learning Technology
एन.डी. 110068, नया दिल्ली

डॉ. अलोक चौबे / Dr. Alok Chaube
पंजीयन (प्रशासन) / Registrar (Admin.)
इंदिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय
Indira Gandhi National Open University

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, 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.

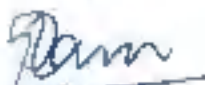
For the NCHMCT


सत्यजीव गान्गुली (L. K. GANGULI)
निदेशक (अध्ययन एवं शिक्षण) / Director (Academics & Education)
राष्ट्रीय प्रबन्धन एवं कंसलिंग तकनीकी विभाग
National Institute for Rural Management & Consulting Technology
(NIRMA), प्लॉट-34/सेक्टर-62, नोएडा-201309

For the IGNOU



डॉ. अलोक चौधरी / Dr. Alok Chaube
पुस्तकालय (अध्ययन) / Registrar (Admn.)
इन्दिरा गान्धी राष्ट्रीय मुक्त विश्वविद्यालय
Indira Gandhi National Open University
प्लॉट नं. 01, मैदान गार्डन, नई दिल्ली-110068

Witnesses:

1. 
(Satish Singh)
Director (Studies)

2. 
B. Ve

Witnesses:


पारमिता / Paramita
निदेशक (अध्ययन) / Director (Academics & Education)
इन्दिरा गान्धी राष्ट्रीय मुक्त विश्वविद्यालय
Indira Gandhi National Open University
प्लॉट नं. 01, मैदान गार्डन, नई दिल्ली-110068

2.

M.Sc in Hospitality Administration (Programme Structure) AY - 2022-23

S.No.	SUBJECT NAME	SUBJECT CODE	NCHM	IGNOU
SEM-I	MANAGEMENT FUNCTIONS AND BEHAVIOUR IN HOSPITALITY	MHA01		4
	HOSPITALITY MANAGEMENT	MHA02	4	
	PROPERTIES DEVELOPMENT AND PLANNING	MHA03	4	
	INFORMATION MANAGEMENT SYSTEMS & HOSPITALITY	MHA04		4
SEM-II	REVENUE/YIELD MANAGEMENT	MHA05	4	
	MARKETING RESEARCH	MHA06		4
	EQUIPMENT AND MATERIALS MANAGEMENT	MHA07	4	
	MANAGING ENTREPRENEURSHIP: SMALL & MEDIUM BUSINESS PROPERTIES	MHA08		4
	RESEARCH METHODOLOGY**	MHA21	0	
SEM-III	SALES MANAGEMENT or BASICS OF HUMAN RESOURCE PLANNING *	MHA09/MHA13		4
	MARKETING MANAGEMENT or CONCEPTUAL FRAMEWORK OF EMPLOYMENT RELATIONS*	MHA10/MHA14		4
	MARKETING OF SERVICES & CONSUMER BEHAVIOUR/ MANAGING CHANGES IN ORGANISATION *	MHA11/MHA15	4	
	INTERNATIONAL MARKETING/ SOCIAL PROCESSES & BEHAVIOURAL ISSUES*	MHA12/MHA16	4	
SEM-IV	PRODUCTION & OPERATIONS MANAGEMENT	MHA17	4	
	MANAGERIAL ECONOMICS	MHA18		4
	SALES AND MARKETING/LABOUR LAWS*	MHA19/MHA20		4
	MENTORSHIP & RESEARCH PROJECT (DISSERTATION)**	MHA21	8	
	FINANCIAL MANAGEMENT	MIMPC-014		4
			36	36
TOTAL CREDIT				72

* Indicates choice of elective. The student has to opt any one choice (Either Sales or HR)

** Research Methodology+ Mentorship & Research Project = MHA21



सत्यमेव जयते

Government of National Capital Territory of Delhi

₹100

e-Stamp

Certificate No.	: IN-OL50078661176193V
Certificate Issued Date	: 19-Jan-2023 04:47 PM
Account Reference	: SELFPRINT (PU)/ dl-sol/ NEHRU DL-DLR
Unique Doc. Reference	: SUBJN-UEDL-SELF73602125161208V
Purchased by	: VIJHASK TRIPATHI
Description of Document	: Article 5 General Agreement
Property Description	: AGREEMENT FOR RECOGNITION OF AWARDDING DUAL CATEGORY BY NATIONAL COUNCIL FOR VOCATIONAL EDUCATION AND TRAINING NCVET
Consideration Price (Rs.)	: 100 (One Hundred only)
First Party	: NATIONAL COUNCIL FOR VOCATIONAL EDUCATION AND TRAINING NCVET
Second Party	: INDIRA GANDHI NATIONAL OPEN UNIVERSITY IGNOU
Stamp Duty Paid Up	: INDIRA GANDHI NATIONAL OPEN UNIVERSITY IGNOU
Stamp Duty Amount (Rs.)	: 100 (One Hundred only)



SELF PRINTED CERTIFICATE TO BE VERIFIED BY THE RECIPIENT AT WWW.SHCILESTAMP.COM

IN-OL50078661176193V

AGREEMENT FOR RECOGNITION

OF AWARDDING BODY (Dual Category)

BY

NATIONAL COUNCIL FOR VOCATIONAL EDUCATION AND TRAINING (NCVET)

Ministry of Skill Development & Entrepreneurship

Government of India

(As required under Para20, 23, 24, 25 (2), and 25 (4) of the NCVET gazette notification No. SD-17/113/2017-E&PW of Ministry of Skill Development and Entrepreneurship, Government of India dated December 5, 2018)

डॉ. अशोक चौधरी / Dr. Alok Chaudhary
कुलसचिव (प्रशासन) / Registrar (Admin.)

इंदिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय
Indira Gandhi National Open University
बिना गली, नई दिल्ली-110 068 / New Delhi-110 068



-certfd.-

National Council for Vocational Education and Training (NCVET), having its registered office at Kaushal Bhawan, B-2, Pusa Road, Karol Bagh, New Delhi-110005, India (herein after called “NCVET”), represented by its authorised representative **Col. Santosh Kumar, Secretary to the Council-cum-Director, NCVET**, which terms or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successor-in-office, administrators or permitted assignees of the First Part;

AND

Indira Gandhi National Open University (IGNOU), a National University (With NAAC Accreditation A++) established by an Act of Parliament i. e., Indira Gandhi National Open University Act, 1985 (Act No. 50 of 1985) having its Headquarters at Maidan Garhi (New Delhi – 110068) {Here – in – after, for the sake of brevity referred to as “Awarding Body (Dual Category)”, represented by its authorised representative Dr. Alok Chaube, Registrar (Administration), IGNOU, which terms or expression shall, unless excluded by or repugnant to the subject or context, mean and include its legal representatives/partners, executors, heirs, successors-in-office, administrators or permitted assignees of the Second Part.

NCVET and Awarding Body are hereinafter collectively referred to as “Parties” and individually referred to as “Party”.

WHEREAS

National Council of Vocational Education and Training (NCVET), notified on December 5, 2018 vide notification no. SD-17/113/2017-E&PW of Ministry of Skill Development and Entrepreneurship, Government of India has been set up as an umbrella regulator, to establish standards and regulations to ensure quality in the Vocational Education and Training (VET) space.

The Awarding Body (IGNOU) has continuously striven to build an inclusive knowledge society through inclusive education. It has tried to increase the Gross Enrollment Ratio (GER) by offering high-quality teaching through the Open and Distance Learning (ODL) mode. From the two academic programmes in 1987, it serves today educational aspirations of over 3 million students in India and other countries through 21 Schools of Studies and a network of 67 Regional Centres, 2000 Learner Support Centers and several overseas institutions. With the launch of EduSat on 20.09.2004, and the establishment of the Inter-University Consortium, the University has ushered in a new era of technology-enabled education in the country. IGNOU, ranked A++ by NAAC, has made a significant mark in the areas of higher education, community education and continual professional development. The University has been networking with reputed public institutions and private enterprises for enhancing the educational opportunities being offered by it. As a world leader in distance education, it has been conferred with awards of excellence by the Commonwealth of Learning (COL), Canada. The University is committed to quality in teaching, research, training and extension activities, and acts as a national resource centre for expertise and infrastructure in the ODL system.

The Agreement has been established between NCVET and the Awarding Body to grant NCVET recognition to the Awarding Body (Dual Category) for a stipulated timeframe and qualifications. This Agreement is a **means to grant NCVET recognition and enforce conformity to the Guidelines for Recognition and Regulation of Awarding Bodies (AB)** referred to as AB

Assessment Agencies (AA) referred to as AA Guidelines & Operational Manual issued by NCVET and as amended from time to time for the Awarding Body and its affiliated third parties. The Agreement is being signed after final approval of the NCVET for recognition of the applicant entity as a Dual category Awarding Body after approval of the Qualification(s)/ list of intended qualifications as the case may be. The tenure of recognition with NCVET will start from the date of signing of this agreement between NCVET and Awarding Body.

THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. DEFINITIONS

- 1.1. **Agreement** means this service agreement together with the annexure(s) hereto, as the same may be amended, supplemented, or modified, from time to time, in accordance with the provisions hereof.
- 1.2. **Awarding Body** is an entity duly recognized by NCVET which awards or proposes to award certification to trainees for an NCVET approved qualification by ensuring quality training and reliable assessments.
- 1.3. **Awarding Body (Dual)** is an entity duly recognized by NCVET which assesses and certifies the learners for its NCVET approved qualification subject to conditions in the AB Guidelines.
- 1.4. **Awarding Body Guidelines (referred as AB Guidelines)** are the guidelines released by NCVET for recognition and regulation of the awarding bodies recognized by it as updated from time to time.
- 1.5. **Awarding Body Operational Manual (referred as AB Manual)** is the process manual released by NCVET for recognition and regulation of the awarding bodies recognized by it as updated from time to time.
- 1.6. **Council** means the National Council for Vocational Education and Training set up under the resolution notified on December 5, 2015, vide notification no. SD-17/113/2017-E&PW of Ministry of Skill Development and Entrepreneurship, Government of India.
- 1.7. **Recognition of an entity as an Awarding Body (Dual Category) by NCVET** means that:
 - 1.7.1. The entity can assess and certify the learners where training is directly being imparted by the Awarding Body in campuses or training centers owned or fully managed by it for its approved or adopted qualifications. This means that:
 - 1.7.1.1. The entity has been authorized to award certificates to trainees/learners after successful completion of training and assessment for an approved qualification along with performing all such other functions of an Awarding Body as specified in the Awarding Body Guidelines and Operation Manual.
 - 1.7.1.2. In addition to 1.7.1.1 above, the entity can also conduct assessments for trainings conducted in campuses or training centers owned or fully managed by it and award certificates in NSQF aligned and approved qualifications either developed or adopted by the AB.
 - 1.7.2. The entity can also assess and certify the learners wherein training is imparted through agencies (Training Providers/ Training Centres) affiliated for its approved or adopted qualifications. **Only Government ABs are eligible under this type of Dual recognition.**

may, however, if felt necessary, they may also onboard third party NCVET recognized AAs subject to adhering to the provisions laid down in the AA/AB Guidelines.

- 1.8. Training bodilesere the bodies which are on-boarded by a recognized Awarding Body through affiliation, or any such other manner as may be prescribed by NCVET and subject to the fulfillment of such other conditions prescribed by NCVET to impart quality training in its NCVET approved qualification/s

2. INTERPRETATION

- 2.1. In this Agreement, unless otherwise specified or repugnant to the context
 - 2.1.1. References to the **Awarding Body Guidelines & Operational Manual, Assessment Agency Guidelines & Operational Manual** or any legislation or any provision thereof shall include modifications or amendment or re-enactment or consolidation of such Guidelines, Manuals, legislation or any provision thereof so far as such modifications or amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder.
 - 2.1.2. References to laws of India or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted.

3. THE GRANT OF RECOGNITION

- 3.1. Subject to and in accordance with the provisions of this Agreement, the applicable Laws and the Permits, NCVET hereby grants the Awarding Body the recognition to discharge the functions and obligation of a Dual Category Awarding Body to operate in the jurisdiction given in clause 3.2 from the appointed date during the term of this Agreement and in accordance with the terms of this Agreement and subject to applicable laws, rules and regulations.
- 3.2. The recognition has been granted in respect of the Qualifications mentioned in Annexure B. In addition to this, the recognition shall be valid for the new/ revised Qualifications, which are subsequently submitted by the AB to the Council for approval/ adoption and have been approved by the National Skill Qualifications Committee (NSQC) at NCVET for the period of recognition. The jurisdiction for which the recognition to AB to operate has been granted by the Council is PAN India, subject to further change to be made by the Council from time to time in accordance with the provisions of this agreement and AB Guidelines and Operational Manual or any legislation or any provision thereof.

4. APPOINTED DATE

- 4.1. The recognition shall take effect from a date as may be specified by the Council; and
- 4.2. The recognition is subject to the recognized body's compliance with all the conditions in the agreement granting recognition, and all guidelines and operational manual that form part of this agreement.

(In certain cases, the appointed date and date of signing of agreement may differ on account of compliance of certain pre-conditions)

5. DURATION OF THE AGREEMENT

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Dr. Alok Chaudhary
Registrar (Admin.)
Indira Gandhi National Open University
Maidan Garhi, New Delhi-68



- 5.1. The agreement for recognition of Awarding Body is valid for a period of **three continuous years**(also referred as "**NCVET recognition period**") from the date of signing of this Agreement, unless extended or terminated earlier in accordance with the terms of this Agreement, subject to the satisfactory performance, based on the continuation criteria and provisions of the risk ratings as specified in section 4.3, 4.4 and 4.5 of the Awarding Body Guidelines.
- 5.2. The recognition shall continue unless the Awarding Body is suspended or de-recognized under the conditions specified under section 3.8 of the Awarding Body Guidelines.
- 5.3. **NCVET recognition to the Awarding Body and subsequent function to grant certificate** with NCVET Logo for NCVET approved qualifications shall cease to exist, on the day of completion of the tenure as specified in clause 5.1 of this agreement. (The AB shall ensure that the trainees/ learners are enrolled in such manner so as to complete the training, including assessment before the last day of completion of the tenure specified in clause 5.1 of this agreement)
- 5.4. The Awarding Body must prepare, maintain, and adhere to a **written plan, prepared at least six months** before the completion of the NCVET recognition period, which must specify initiatives to protect the interests of learners in relation to the qualifications under which they might be undergoing training and certification, towards the completion of the recognition period.

6. SCOPE OF THE AGREEMENT

- 6.1. Agreement grants recognition to the Awarding Body and entitles the Awarding Body to award NCVET certificate to trainees/learners after successful completion of training and assessment of NCVET approved qualifications which are either developed & approved or adopted by the Awarding Body.
- 6.2. NCVET recognition, during the specified period, holds validity with respect to the **qualification(s), the sector(s) and territorial jurisdictional/ operational boundaries** for which an Awarding Body has been given recognition by NCVET and as modified from time to time by following the provisions in this agreement.
- 6.3. Agreement also enforces the applicability of the AB Guidelines and Operational Manual to the **third-party agencies such as training bodies** operating under the fold of the Awarding Body. It will be the responsibility of the Awarding Body to ensure that the partner agencies/ entities adhere to the provisions and recommendations of the AB Guidelines and Manual.
- 6.4. Agreement also enforces the applicability of the AA Guidelines and Operational Manual where assessment function is performed by the AB themselves or where assessment is undertaken through the NCVET recognized Assessment Agencies on-boarded by the Awarding Body, operating with the Awarding Body. It will be the responsibility of the Awarding Body to ensure that the partner agencies/ entities adhere to the provisions and recommendations of the AA Guidelines and Manual.
- 6.5. Awarding Body shall ensure that relevant mandates of the Awarding Body and Assessment Agency Guidelines are met by them at all times for both functions. For the purpose of this agreement, **most updated Guidelines, Operational Manual, and addendums released** for the recognition and regulation of the Awarding Body, shall be applicable. In case of any change in these in future, the table of concordance of referred Paras of Guidelines in this agreement shall be brought out by NCVET.

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डॉ. आलोक चौधरी / Dr. Alok Choudhary
पुनराधिकार (प्रशासन) / Registrar (Admin.)
इंदिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय
Indira Gandhi National Open University
विद्यया ऽमृतं ॥ दिल्ली-६८१ / Medan Garhi, New Delhi-68



the Awarding Body which has been given recognition under the Dual Category.

7. ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO THE AWARDING BODY SEEKING DUAL CATEGORY RECOGNITION

- 7.1. Dual Category Awarding Body shall adhere to both Awarding Body and Assessment Agency Guidelines released by the Council from time to time.
- 7.2. Additional mandatory terms and conditions which the dual category awarding body is mandated to adhere are as under:
 - 7.2.1. The Dual Category Awarding Body, while adhering to the broad AA Guidelines are authorized to undertake assessment by themselves for trainings conducted in its campuses or training centers owned or fully managed by it for its approved or adopted qualifications. However, if felt necessary, the Dual Category Awarding Body may also onboard any NCVET recognized AAe for undertaking assessments in specific qualifications or geographies subject to adherence to the provisions as laid down in the AA guidelines.
 - 7.2.2. Ensure separate and independent administrative and financial systems for the assessment and awarding functions as independent verticals.
 - 7.2.3. Ensure separation of personnel, systems, administrative and managerial controls of the two functions. This separation should be done in such a way that both awarding and assessment arms should function as separate business units or as independent departments with necessary resources at their disposal.
 - 7.2.4. In no case the head of assessment arm should be subordinate to the awarding arm.
 - 7.2.5. Ensure separate infrastructure and manpower for both the awarding and assessment functions.
 - 7.2.6. Ensure availability of an operational website with details as mentioned in para 6 of section 3.9 (eligibility criteria) of the AB Guidelines.
 - 7.2.7. Ensure formulation and strict adherence of a clear and transparent policy on conflict of interest.
 - 7.2.8. Ensure that standard protocols (similar to third party affiliation protocols as prescribed under AB Guidelines) for training delivery and conducting assessment are developed and adhered to.
 - 7.2.9. Should be able to demonstrate both, the awarding and assessment functions, individually and separately.
 - 7.2.10. Ensure that comprehensive business plan covers both the awarding and assessment functions.
 - 7.2.11. Ensure establishment of the grievance redressal mechanisms separately for both the awarding and the assessment functions.

8. RESPONSIBILITIES OF THE PARTIES

- 8.1. **Responsibilities of Dual Category Awarding Body for carrying out the Awarding function: Awarding Body is mandated to conform to the Guidelines for recognition**

carrying out following responsibilities in line with the provisions of the Guidelines and Manual:

- 8.1.1. Conform to the eligibility criteria as specified in the section 3.9 of the AB Guidelines.
- 8.1.2. Conform to the continuation criteria laid out under section 4.3 of the AB Guidelines. It shall be the continuing responsibilities of the recognized body regarding the maintenance and enforcement of standards specified in the relevant guidelines.
- 8.1.3. Comply with the conditions of recognition with respect to all qualifications or skills, including for training of trainers with respect to which it has been recognized, at all times.
- 8.1.4. Whenever the AB needs to affiliate third party training bodies for imparting vocational training including skilling, re-skilling and recognition of prior learning with up-skilling, apprenticeship training in their own approved or adopted qualifications, the AB shall have to:
 - 8.1.4.1. Conform to the recommendation/ conditions for affiliation/ empanelment of training bodies as prescribed in the section 4 of the AB Guidelines.
 - 8.1.4.2. In such cases, the Awarding Body shall be responsible for continuous monitoring and supervision of the functioning of its training bodies as specified in the AB Guidelines. Awarding Body shall enter into an Agreement with the training bodies to offer Vocational Education and Training in the AB's approved or adopted qualifications. The details of mandatory major essential parameters to be included in the agreement, to be signed between the NCVET Recognized Dual category Awarding Body and their affiliated Training Bodies (Training Providers/ Training Centers) only before the start of any training is at Annexure I.
 - 8.1.4.3. Cancel the affiliation of training bodies in cases of violation of the conditions of affiliation, in the manner stated in the Agreement granting recognition;
- 8.1.5. Award certificates to trainees who have been trained either in their own campus owned or fully managed by them or through its affiliated training bodies in case the awarding body has an All-India/ State(s) jurisdiction recognized by NCVET), and assessed either directly by themselves or through a NCVET recognized Assessment Agency with respect to their own approved or adopted qualifications, in the territory and sector/s for which it has been recognized.
- 8.1.6. Keep all personal information of trainees confidential and require accredited training bodies to do the same, as per the data privacy law of government of India & subject to the provision of this agreement;
- 8.1.7. Set up a system of redressing grievances as per this agreement granting recognition; it shall be the continuing responsibility of the recognized body to **address grievances**, as per the requirements specified in the relevant guidelines;
- 8.1.8. Co-operate with the Council in any inspection, investigation or audit of its activities, and submit such information to the Council, government or skill



recognition.

- 8.1.9. Awarding Body shall ensure that the **review of qualifications** is undertaken well before the expiry of the same as per the NCVET qualification approval mechanisms/guidelines from time to time.
- 8.1.10. Awarding Body shall ensure that any expired/ withdrawn/ archived qualification shall not be offered by it or its affiliated TPs. In case of any violations of this condition, NCVET Certification shall not be admissible for any wrongly admitted trainees/ learners under any expired/ withdrawn/ archived qualification and the Awarding Body shall be solely responsible for any consequences, legal action or financial liability thereof. However, for Qualifications being implemented under General Education Schemes/Programs, this condition may be relaxed by NCVET on a case-to-case basis in the public interest subject to any legal restraints.
- 8.1.11. Under instances of **withdrawal of any dualification**, Awarding Body must safeguard the learners' interest in line with sub-section 6 of section 4.3 of the Awarding Body Guidelines and the latest version of the Adoption guidelines.
- 8.1.12. Awarding Body shall furnish the desired **evidences** of conformity to the continuation criteria as per the stipulated timeframe to NCVET as prescribed under section 2.4 of the AB Operational Manual.
- 8.1.13. Awarding Body shall facilitate the **inspection** as per the process laid down by the NCVET as prescribed under section 3.3, sub-sections II of the AB Operational Manual by NCVET or any person, agency or body appointed by NCVET.
- 8.1.14. Awarding Body shall conform to the monitoring systems established by NCVET i.e. **self-regulation, continuous monitoring and annual review** by NCVET or any expert, agency or body appointed by NCVET in line with the section 3.3 of the AB Operational Manual.
- 8.1.15. Awarding Body shall conform to the **risk mitigation strategies** as provided under section 3.5.4 of the AB Operational Manual by NCVET.
- 8.1.16. It is obligatory on part of the Awarding Body to keep an official record of certificates issued to the trainee on NSQF aligned and approved job roles/ qualifications either on the National Skill Certificate Repository or any other **secured platform** as prescribed by MSDE or NCVET from time to time.
- 8.1.17. **Maintain the repository of learners' and trainers' data** for a period as specified by NCVET and this data or the reports based on the data shall be made available to NCVET or any other agency authorized by NCVET through an API or any other method prescribed by NCVET and in the reporting formats requested.
- 8.1.18. The Dual Category Awarding Body shall, —
- 8.1.18.1. Develop and submit new/revised dualification/s to NCVET for its necessary approvals.
- 8.1.18.2. Develop curriculum, content and other resource material with respect to the qualifications for which it is recognized;
- 8.1.18.3. Charge fees in respect of services provided by it as may be prescribed by the Council;
- 8.1.18.4. Disseminate information regarding its activities to the general public



function themselves: All the time during the period of recognition the AB is mandated to conform to the Guidelines for Recognition & Regulation of Assessment Agencies 2020 and Operational Manual for Recognition & Regulation of Assessment Agencies 2020 and addendum/ amendments released from time to time in totality and shall also ensure to carry out the following responsibilities in line with the provisions of the Guidelines and Manual:

- 8.2.1. Conform to the "continuation criteria" in totality laid out under section 7.3 of Assessment Agency Guidelines;
- 8.2.2. Comply with the conditions of recognition with respect to assessment of NSQF aligned approved qualifications. NOS/Micro credential-based qualifications, multi-skill and cross-sectoral skill qualifications including for training of assessors (ToA) with respect to each sector and the qualifications for which it has been granted recognition, at all times;
- 8.2.3. Ensure availability of core assessment staff (full time/ part time) at all times across states and sectors of operation, who are qualified and competent to deliver the tasks assigned to them. The AB shall adhere to the selection and recruitment policies as developed and submitted during the application. Any change in the same, must be notified to NCVET. The AB shall adhere to performance review parameters for all its assessment staff in line with the recommendations of NCVET ;
- 8.2.4. Ensure availability of sufficient number of **Subject Matter Experts (SME)** for each sector including separate SMEs for different sub sectors within a sector for ensuring seamless assessment delivery process;
- 8.2.5. Ensure they hire **assessors** with qualification and experience in line with the requirements as specified/ elaborated in the qualification to be assessed and also meet the basic assessor's guidelines as laid down by NCVET from time to time.
- 8.2.6. As a matter of practice, the Assessor has to be different from the instructor who has taught/ trained the batch. However, in exceptional cases, for reasons to be recorded, where the qualification/ skill being assessed is of rare type and there are no assessors available in that rare qualification, such instructors may also be given this responsibility with adequate checks and balances, subject to such provision being available in the assessment methods in the NSQF aligned and approved Qualification itself. For the training/ Recognition of Prior Learning (RPL) in dying skill qualifications/ rare traditional/ heritage skills the instructors who have been duly awarded or recognized by Central/ State government(s) for that special skill(s) can be entrusted with the dual responsibility of training and assessments, in view of the exceptional/ rare skill levels involved.
- 8.2.7. The AB shall verify the availability of assessment tools and equipment in the training centre, conduct assessment in the scheduled language, wherever required etc.
- 8.2.8. The AB must ensure that they hire sufficient number of proctors, wherever necessary in line with the requirement of the qualification. The proctors engaged shall fulfill the conditions laid down in the AA and ToA Guidelines as amended from time to time.



conducted:

- 8.2.9.1. Face-to-face at a physical assessment center
- 8.2.9.2. Online proctored for a virtual assessment at the candidate's own place/ station
- 8.2.9.3. Remote auto proctored at the candidate's own place/ station
- 8.2.9.4. In case of completely online assessment process, in line with the blended learning guidelines of NCVET, technology platform should be capable enough to detect & avoid any kind of frauds.

- 8.2.10. The AB shall ensure that assessors and proctors are trained and certified and are provided any need-based bridge training for new qualifications. The AB shall provide data relating to number of assessors and proctors trained by them to NCVET. Continuous Professional Development (CPD) courses must be undertaken for all other staff for enhancing their functional performance including the assessors and proctors.
- 8.2.11. It shall be the responsibility of the AB to develop a NSQF aligned Qualification on ToA within 6 months of recognition and get it approved by National Council for Vocational Education and Training as per the ToA Guidelines of NCVET. It is mandatory for the assessors to undergo training of such qualification. For the existing assessors also an up-skilling ToA module would be developed, get approved by National Council for Vocational Education and Training (NCVET) and upskilling completed within one year of the recognition of the AA/ AB concerned.
- 8.2.12. NCVET may call for any information related to assessors, proctors, and SMEs associated with the assessment function like their qualifications, work experience etc. and the AB shall provide such information to NCVET. NCVET will, however, ensure the confidentiality of such information as per the data privacy & other concerned laws.
- 8.2.13. The ABs shall ensure that they have a ready repository of the tools and aids which are aligned to the needs of the qualifications. The tools developed for assessing the qualifications should be able to map the skills, knowledge and competencies of the learners, and should be accessible and commensurate to the learner's needs. ABs shall also ensure that the tools of assessment adequately support the delivery of assessments for learners with disability.
- 8.2.14. The AB shall ensure that all assessors and proctors are trained to use the assessment tools and assessment guides appropriately.
- 8.2.15. The AB shall be responsible for preparing multiple questions on each PC in such a manner that the minimum average number of questions per Performance Criteria (PC)/ group of PCs of every NOS within a qualification works out to be 5 to 6. Question banks should be available in local vernaculars and dialects also, as per requirement. Sample questions should be readily available on the website of concerned AB. The question banks should have a proportional mix of easy, medium and hard questions and should be changed/ upgraded periodically (say after every 2-3 cycles). The assessment platform of the AB should be able to handle all types of multiple-choice and short answers questions. The detailed set of desirable features of Assessment Engine are given in Annexure B of Blended Learning Guidelines notified by NCVET.

Artificial Intelligence (AI)/ Machine Learning based test engine, computers, tablets, mobile applications, video communication tools, etc. to deliver domain specific assessments. ICT/ technology tools to be used for assessment delivery should be aligned to the competencies as defined by the AB in its qualification. ICT/ technology tools shall be used for the assessor verification (during the time of assessment), conducting the assessment in online mode and recording of results. There should also be technology tools available for disabled-friendly assessments.

- 8.2.17. The AB should ensure that assessment, whether online or offline/ physical mode, is structured in such a way that it assesses the competencies as per the 'Assessment Criteria' outlined in the qualification concerned.
- 8.2.18. The AB should be able to conduct assessment based on individual NOS and PCs within a NOS and provide the assessment results NOS and PCs wise as well.
- 8.2.19. The assessment exercise must happen within the stipulated timeline of the assessment as defined by the NCVET guidelines.
- 8.2.20. Awarding Body (AB) to also prepare a quarterly training calendar and assessment agencies (AAs) shall be intimated two weeks in advance prior to the commencement of assessment. AB shall make sure with the AAs that allocation of qualified assessors and proctors is made well in advance (minimum 7 days) for assessment of batch of trainee/ learners.
- 8.2.21. The AB would be responsible for the planning and seamless delivery of all the assessment processes before, during and after the assessment as specified under section 7.3 (point 6) of the Assessment Agency Guidelines.
- 8.2.22. The AB must put in place proper safeguards to ensure that only those who are authorized to see the results can access the same. The AB shall undertake the process of re-evaluation/re-assessment, as applicable.
- 8.2.23. For the declaration of results, the AB shall adhere to the timelines given in the Operational Manual.
- 8.2.24. The AB must ensure that Grievance Redressal Mechanism as defined in section 5 (point 10) of the Eligibility Criteria of the Assessment Agency Guidelines is in place.
- 8.2.25. The AB must gather and disseminate assessment related information, research, and developments from both national and international sources.
- 8.2.26. The AB must take all reasonable steps to prevent the occurrence of any malpractice or mal-administration in the assessment process. The AB must establish and maintain, up to date written procedures for the investigation of suspected or alleged malpractice or maladministration, and ensure that such investigations are carried out rigorously, effectively, and by persons of appropriate competence who have no personal interest in their outcome.
- 8.2.27. Any AB which is using online mode for assessment must also provide a link for real time monitoring of the assessment process to NCVET. Others using offline or blended mode of assessment must also provide video clips & pictures of the batch being assessed.

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staff including assessors and proctors.

- 8.2.29. Ensure establishment of a system to solicit, record, analyze and act upon feedback received from stakeholders like trainees, employers, assessors, training entities and other agencies.
- 8.2.30. Furnish the desired evidence of conformity to the continuation criteria in the stipulated timeframe to NCVET as prescribed under section 4 of the Assessment Agency Operational Manual.
- 8.2.31. Facilitate the inspection as per the process laid down by the NCVET as prescribed under section 8 of the Assessment Agency Operational Manual.
- 8.2.32. Conform to the self-regulation, continuous monitoring and annual review recommendations as prescribed under section 6 of the Assessment Agency Operational Manual.
- 8.2.33. Conform to the risk mitigation strategies as recommended by NCVET under section 7.1 & 7.2 of the AA Operational Manual.
- 8.2.34. Maintain the repository of learners' assessment data either through its own in-house team or through an agency mandated by NCVET;
- 8.2.35. Ensure adherence to data confidentiality & privacy laws, related provisions of signed agreements or contracts.

8.2.36. The Dual Category Awarding Body shall, —

- 8.2.36.1. Develop question bank for each job role being assessed through its SMEs and in consultation with the industries for maintaining the currency and the relevance of the job role in conformity with the assessment norms of the NSQF aligned and approved qualifications.
- 8.2.36.2. The number of questions in each qualification would be NOS wise and performance criteria (PC) wise as prescribed by NCVET from time to time.
- 8.2.36.3. Ensure the proper conduct of training of Assessors on the specific qualifications to keep them current with the assessment norms as per the NSQF aligned and approved qualifications.

8.3. Responsibilities of Dual Category Awarding Body for carrying out the Assessment function through third party NCVET recognized Assessment Agencies: The Dual Category Awarding Body, while adhering to the broad AA Guidelines, are authorized to undertake assessment by themselves only for the trainings conducted in campuses or training centers owned or fully managed by it, and only in respect of its approved or adopted qualifications.

8.3.1. The dual category Awarding body shall not undertake any assessment for any trainings not conforming to the above criteria. Any contravention of these guidelines shall be construed as a serious breach and action would be initiated accordingly.

8.3.2. Wherever the AB does not have adequate capacity for conducting the assessment function themselves, they may also onboard any NCVET recognized AAs for undertaking assessments in specific qualifications subject to adherence to the provisions as laid down in the AA Guidelines. In such cases the Awarding Body shall ensure conformity to the Assessment Agencies Guidelines released

out the following tasks with regard to the Assessment: Awarding Body shall ensure **On-boarding** of Assessment agency/ Assessment Agencies, from the NCVET recognized pool of AAs subject to the following:

- 8.3.2.1. Awarding Body may onboard any number of Assessment Agencies subject to availability of AA in that qualification, sector and geography.
- 8.3.2.2. However, the maximum number of assessments assigned to any On-Boarded Assessment Agency shall not exceed 25% (twenty-five percent) and the minimum number of assessments to be assigned to any On-Boarded Assessment Agency shall not be less than 8% (Eight-percent) of the total number of assessments assigned by the Awarding Body in one financial year. Thus, a maximum of 12 (Twelve) Assessment Agencies can be On-Boarded by an Awarding Body.
- 8.3.2.3. To ensure competition for quality and fairness, the minimum number of Assessment Agencies that needs to be on-boarded by a recognized awarding body shall be 5 (Five) for a State Level Awarding Body and 8 (Eight) for PAN India Awarding Body depending upon the jurisdiction for which the AB has been granted recognition, subject to the availability of AA in that qualification, sector and geography; however NCVET reserves the right to change the minimum or maximum number of assessment agencies which could be on boarded.
- 8.3.2.4. Eased on the serious shortfalls in performance, malpractices/ corruption, serious complaints or other issues requiring action, and if necessary after conducting an enquiry, the Awarding Body may de-board an assessment agency after giving the Assessment Agency a notice giving details of such serious shortfalls in performance, malpractices/ corruption, serious complaints or other issues requiring action and giving it an opportunity of explaining its position/ being heard.
- 8.3.2.5. NCVET may also take such action to de-board an Assessment Agency from Awarding Body based on the serious shortfalls in performance, malpractices/ corruption, serious complaints or other issues requiring action by following a similar procedure.
- 8.3.2.6. In case of a fee based program in the AB's approved or adopted qualifications in which training is imparted by the ABs within its campuses or training centers owned or fully managed by it or in case the awarding body has an All India jurisdiction recognized by NCVET, through its affiliated training bodies where the industry concerned if decides to have the candidates assessed by a particular AA which is not part of the pool of AAs on boarded by the AB, the AB may approach NCVET for special dispensation with respect to such AA/ AAs (duily recognized by NCVET) for particular fee based program.
- 8.3.2.7. In case the Awarding Body needs any change in/ deviation from the provisions of para 8.3.2 above because of the non-availability of appropriate AA in a particular qualification, sector and geography or for any other valid reasons, the concerned AB shall approach NCVET and the decision shall be taken by NCVET on case to case basis;

submit any additional requirements for on-boarding Assessment Agencies as per their special requirements and the same shall be considered by the NCVET.

8.3.2.9. In the public interest or in special situations/ circumstances/cases the NCVET reserves the right to assign the assessments to any Assessment agency, which is/are duly recognized to carry out assessment in a particular qualification, sector or geography, to the Awarding Body or a Training Provider affiliated to the Awarding Body for assessment by recording the reasons in writing for doing so;

8.3.2.10. There shall be no one time on-boarding fee or any annual fee to be charged by the recognized Awarding Body from the recognized Assessment Agencies;

8.3.3. Awarding Body shall ensure all assistance and enablement of Assessment Agencies with respect to the free, fair and objective assessment of the trainees/ learners who have completed the training.

8.3.4. Awarding Body shall report to NCVET about any defaulting Assessment Agencies which do not adhere to the recommendations of the NCVET guidelines or indulges into malpractice of any kind for taking necessary action against such defaulting Assessment Agencies;

8.4. **Additional Responsibilities of Dual Category Awarding Body for carrying out the Assessment function**

8.4.1. Awarding Body shall ensure preparation of a written document which sets out clear and unambiguous policy and procedure for assessment of Trainees/ learners to ensure that the Trainees/ learners meeting the learning outcomes set-out in the approved qualification. Such Assessment strategies should provide an accurate and sufficiently detailed framework for delivery and evaluation of outcome/ results. Assessment strategies must be adapted to meet the needs of the various target groups, learners' need and must clearly map to the learning outcomes as defined in the qualification.

8.4.2. Awarding Body shall revisit the assessment strategy to ensure its alignment with the changes in practices in industry, technology and techniques, legislation, and the revision/ change in the qualification itself, including the guidelines on blended learning.

8.4.3. Awarding Body shall ensure impartiality and confidentiality of assessments through robust procedures and mechanisms.

8.4.4. Awarding Body shall ensure **data management and management information system (MIS)** are in place and that data privacy of all stakeholders is maintained as per the industry standards & government guidelines.

8.4.5. Awarding Body shall ensure **declaration and publishing of results** on a publicly accessible platform within a stipulated time, as specified by NCVET.

8.4.6. Awarding Body shall ensure that only **certified assessors** are operating in the system and that they have established mechanisms for Training of Assessors (ToA). In case of any violations by the Assessment Agencies, NCVET shall be immediately notified by the AB.

8.5. **The Dual Category Awarding Body shall not, —**

Agreement granting recognition, including in regard to any unrecognized qualification or skill or in a jurisdiction beyond which the body has not been given recognition as an Awarding Body;

8.5.2. Represent to any person or group of persons that it is recognized with respect to a qualification or skill, if recognition for such qualification or skill has not been granted to it; and

8.5.3. Impede or refuse to co-operate in any inspection or investigation undertaken by the Council in so far as it relates to obligations under this Agreement/AB Guidelines/AB Manual.

8.6. **NCVET will carry out the following roles and responsibilities under this Agreement:**

8.6.1. Operationalize the detailed Guidelines and Operational Manual for monitoring and regulating the Awarding Bodies and update them from time to time to be in line with the requirements.

8.6.2. Carry out continuous monitoring and annual review of the Awarding Body as prescribed under section 3.3 of the Awarding Body Operational Manual either by itself or any person, agency or body appointed by NCVET.

8.6.3. Carry out inspection of the Awarding Body and their affiliated training bodies/TPs as prescribed under section 3.3 sub-section-II of the Awarding Body Operational Manual either by NCVET itself or any person, agency or body appointed by NCVET.


8.6.4. Arrive at annual risk ratings of the Awarding Body as prescribed under section 3.5.3 of the Awarding Body Operational Manual. May publish the risk rating of the Awarding Body as prescribed under section 3.5.3 of the Awarding Body Operational Manual. Handhold the Awarding Body to execute the risk mitigation strategies as prescribed under section 3.5.4 of the Awarding Body Operational Manual.

8.6.5. In the public interest or in special situations/ circumstances/cases the NCVET reserves the right to assign any qualification(s) to any other Awarding Body, which is/are duly recognized to carry out the trainings in a particular qualification, sector or geography, or any particular batch to a Training Provider affiliated to the Awarding Body for conducting the training/ awarding the certificate by recording the reasons in writing for doing so;

8.6.6. In case the Awarding Body, for whatever reasons, is no more a recognized body of NCVET, then the Council reserves the right to assign the qualifications developed by such Awarding Body and NSQF aligned and approved by the National Skill Qualifications Committee (NSQC) to any other Awarding Body with the approval of the Government. In that case the training, assessment and certification of the ongoing/ pending batches of students/ learners shall be done at the risk and cost of the Awarding Body which actually admitted/ enrolled them for Vocational Education and Training;

8.6.7. Resolve/ redress the genuine grievances raised by the Awarding Body in line with the recommendations of the NCVET guidelines on grievance redressal mechanism. Also resolve/ redress the genuine grievances raised by the Assessment Agencies, Training bodies and Trainees/ learners against the AB.

9. FINANCIAL OBLIGATION OF THE PARTIES

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Education and Training or skilling programmes of Govt/private entity conducted or Implemented by the recognized Awarding Body.

- 9.2. Awarding Body shall be responsible for paying all the fees to NCVET as prescribed from time to time for various services and responsibilities discharged by NCVET including approval/ revision/ adoption of qualifications, award of certificates, data management services through NCVET Web Portal etc. as may be prescribed from time to time.
- 9.3. AB shall enter into agreement with Assessment Agencies for conducting assessments as per the norms prescribed in the NCVET guidelines as well as for sharing of assessment fees. Awarding Body shall be responsible for paying the assessment fees to the Assessment Agency at the rates as prescribed under the concerned scheme guidelines of the Government under which the training is being imparted or as prescribed by NCVET from time to time.

10. WAIVERS

- 10.1 Any delay or failure by the parties to enforce any rights available to the parties shall not amount to a waiver of any rights available to the parties.
- 10.2 Neither of the parties shall have the right to assign the benefit (or transfer the burden) of the agreement to another party without the written consent of the other party except as provided under this agreement.
- 10.3 There are no waivers granted to the Awarding Body for conformity to the 'Continuation Criteria' as specified by the AB Guidelines.

11. REDRESSAL OF GRIEVANCES

- 11.1. In discharge of its functions of redressing grievances the Council may,—
- 11.1.1. Require recognized bodies to redress grievances of their respective aggrieved persons, including payment of monetary compensation; and
- 11.1.2. Provide redress to aggrieved persons by itself against certain types of grievances relating to the conduct of recognized bodies or training bodies.
- 11.2. The Council shall notify the guidelines regarding the system of grievance redressal by stating the obligations of recognized bodies to redress grievances.

12. ACTION FOR VIOLATION OF AGREEMENT

- 12.1. The Council may issue directions and act, as it deems fit, for any violation of the agreement pursuant to which recognition has been granted subject to the guidelines framed by the Council from time to time including the process to be followed, actions to be taken, upper limit of monetary penalties that the Council, in consultation with the Central Government may impose for violation of this agreement.
- 12.2. This agreement shall require complete compliance with guidelines mentioned.
- 12.3. All actions shall be taken by following the process specified in paragraph 28 of the Councils resolution.

13. ACTION FOR BREACH OF AGREEMENT GRANTING RECOGNITION

The Council may take one or more of the following actions against the recognized body if it violates the terms of the agreement granting recognition, namely: —

- (1) Private warning;
- (2) Public warning;

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- (4) Compensation or directions requiring specific performance towards trainees or consumer of the services;
- (5) Impose penalties; and
- (6) De-recognition of a recognized body, leading to termination of the agreement pursuant to which recognition was granted.

14. SUSPENSION OF THE AWARDING & ASSOCIATED RIGHTS TO THE AWARDING BODY

- 14.1. Notwithstanding any other clause(s) in this Agreement, the NCVET may, by written notice of suspension to the AB, suspend all awarding and associated rights granted to the AB hereunder-
 - 14.1.1. If the AB is found to be in breach of this Agreement or
 - 14.1.2. Shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services, provided that such notice of suspension
 - 14.1.2.1. Shall specify the nature of the breach or failure, and
 - 14.1.2.2. Shall provide an opportunity to the Awarding Body to remedy such breach or failure within a period not exceeding 15 (fifteen) days after receipt by the Awarding Body of such notice of suspension.
- 14.2. The recognition to the Awarding Body may be **suspended** by the NCVET under the following scenarios:
 - 14.2.1. Awarding Body fails to have at least one qualification being run within a year of recognition by NCVET.
 - 14.2.2. At any time during the validity of this agreement, Awarding Body falls in the high-risk/ medium risk category as per the Risk Assessment Framework detailed out in the AB Manual released by NCVET.
 - 14.2.3. Awarding Body fails to furnish the relevant information as prescribed in Self-Evaluation Form prescribed under Annexure IV of the Awarding Body Operational Manual within one month of the completion of one year of recognition period.
- 14.3. During the suspension period, **recognition to the Awarding Body shall remain suspended and the Awarding Body shall not enroll trainees/ learners in any of the training agencies. Already enrolled trainees/ learners in any of the affiliated training bodies, who have not completed their training, may also be shifted to any other training bodies offering the same qualifications at the risk and cost of the Awarding Body.**
- 14.4. **As soon as the Awarding Body makes good the deficiency/ deficiencies and ensures compliance with the NCVET guidelines and the same is found satisfactory, the recognition of Awarding Body may be restored at the discretion of the NCVET.**
- 14.5. Awarding Body shall get a maximum period of **six months** after suspension to make good the deficiencies and ensure compliance with the NCVET guidelines.

15. TERMINATION OF THE AGREEMENT

17. 
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(fifteen) days' written notice of termination to the AB after the occurrence of any of the events specified in para 14 came to its notice and, if:

- 15.1.1. The AB fails to remedy the breach hereof or remedy the failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 13 hereinabove, within 15 (fifteen) days of receipt of such notice of suspension or within such further period as the NCVET may subsequently grant in writing;
 - 15.1.2. The AB becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or takes advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
 - 15.1.3. The AB fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 18 hereof;
 - 15.1.4. The AB submits to the NCVET a statement which the AB knows to be false and which has a material effect on the rights, obligations or interests of the NCVET;
 - 15.1.5. Any document, information, data or statement submitted by the AB in its Proposals, based on which the AB was considered eligible for grant of recognition, is found to be false, incorrect or misleading;
 - 15.1.6. As a result of the Force Majeure, as listed in Clause 19 of this agreement
 - 15.1.7. A situation of Breach of Agreement as set out in the Awarding Body guidelines & Clause 14 of this Agreement;
 - 15.1.8. The Council decides to terminate this Agreement for any other justifiable reasons to be recorded in writing.
- 15.2. **By Awarding Body:** The AB may, by not less than 30 (thirty) days' written notice to the Council, such notice to be given after the occurrence of any of the events specified in this Clause 14.2, terminate this Agreement if:
- 15.2.1. The NCVET is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty-five) days (or such longer period as the NCVET and AB may mutually decide) following the receipt by the NCVET of the AB's notice specifying such breach in question, the manner in which such breach has affected the performance of the Services of the AB under this Agreement and the action required from the NCVET with regard to such breach;
 - 15.2.2. As a result of the Force Majeure, the AB is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
 - 15.2.3. The NCVET fails to comply with any final decision reached as a result of arbitration pursuant to Clause 18 hereof.
- 15.3. **Cessation of rights and obligations:**
- Upon termination of this Agreement pursuant to Clauses 14.1 or 14.2 hereof, or upon expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except
- 15.3.1. Such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survives such Termination;
 - 15.3.2. The obligation of confidentiality set forth in Clause 21 hereof.

15.4. Cessation of Services/Activities:

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 14.1 or 14.2 thereof, the AB shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services/Activities to a close in a prompt and orderly manner without causing any detrimental effect to the trainees/ongoing batches of trainees or work/ service in question.

16. CONDITIONS AMOUNTING TO BREACH OF THE AGREEMENT

- 16.1. Non-conformity to the terms and conditions of the agreement by the Awarding Body may constitute a breach of the agreement;
- 16.2. Non-conformity to the eligibility and continuation criteria by the Awarding Body leading to the high-risk rating of the Awarding Body will lead to the breach of the agreement;
- 16.3. In the circumstances of any breach arising out of the non-conformity of the provisions of this agreement by the Awarding Body would be considered as the breach of agreement.
- 16.4. Under the circumstances of the breach, arising due to high risk rating of the Awarding Body, NCVET shall issue public/private warning and/or levy penalties and subsequent termination of the agreement as per this section 3.5.5 of the Awarding Body Operational Manual.

17. GRIEVANCES AND DISPUTE RESOLUTION

- 17.1. The authorized representatives shall promptly meet and attempt to negotiate in good faith a resolution of the Dispute. If the Parties are unable to resolve the Dispute through negotiation within fifteen (15) days after service by a Party of such a request, then the Dispute shall be resolved in accordance with the provisions of Clause 18.2 below.
- 17.2. Grievance of the Awarding Body against the Council or any other agency recognized by the NCVET, pertaining to NCVET guidelines on regulation and recognition of awarding bodies, shall be resolved in accordance with the 'Grievance Redressal Guidelines' to be released by the Council.

18. Arbitration

- 18.1. All disputes or differences whatsoever arising between the Parties out of or relating to the construction, meaning, operation or effect of this Agreement or breach thereof shall be amicably settled by mutual discussions;
- 18.2. In the event that the Parties are unable to resolve a dispute as provided in Clause (17.1) above, such disputes or differences shall be referred to the sole Arbitrator to be appointed by mutual consent of the Parties and the Dispute shall be finally settled under the rules of arbitration set out under the Indian Arbitration and Conciliation Act, 1996 by sole arbitrator mutually appointed by the Parties.
- 18.3. The place of arbitration shall be New Delhi only and all the arbitration proceedings shall be conducted in the English language.
- 18.4. Judgment upon any arbitral award rendered hereunder may be entered in any court having jurisdiction, or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be.



direct in their arbitral award.

19. FORCE MAJEURE

- 19.1. Force Majeure: The NCVET or the AB as the case may be, shall be entitled to suspend or excuse performance of its respective obligations under this Agreement to the extent that such performance is impeded by an event of force majeure ('Force Majeure').
- 19.2. Force Majeure events: A Force Majeure event means any event or circumstance or a combination of events and circumstances referred to in this Clause, which:
- 19.2.1. is beyond the reasonable control of the affected Party;
 - 19.2.2. Such Party could not have prevented or reasonably overcome with the exercise of reasonable skill and care;
 - 19.2.3. Does not result from the negligence of such Party or the failure of such Party to perform its obligations under this Agreement;
 - 19.2.4. Is of an incapacitating nature and prevents or causes a delay or impediment in performance; and
 - 19.2.5. May be classified as all or any of the following events: Such events include:

I. Non-Political Events

- (a) Act of God, including earthquake, flood, inundation, landslide, exceptionally adverse weather conditions, storm, tempest, hurricane, cyclone, lightning, thunder, volcanic eruption, fire or other extreme atmospheric conditions;
- (b) Radioactive contamination or ionizing radiation or biological contamination except as may be attributable to the use of radiation or radio-activity or biologically contaminating material;
- (c) Strikes, lockouts, boycotts, as the case may be not arising on account of the acts or omissions of the AB and which affect the timely implementation and continued operation as mandated in this agreement; or
- (d) Any event or circumstances of a nature analogous to any of the foregoing.
- (e) Any Pandemic like COVID

II. Political Events

Change in Law, other than any Change in Law for which relief is provided under this Agreement;

III. Other Events

- a) An act of war (whether declared or undeclared), hostilities, invasion, armed conflict or act of foreign enemy, blockade, embargo, prolonged riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage, for a continuous period exceeding seven (7) days
- b) For the avoidance of doubt, it is expressly clarified that the failure on the part of the AB under this Agreement or AB's Agreement with Third Parties to implement any disaster contingency planning and back-up and



the AB's Agreement with Third Parties against natural disaster, fire, sabotage or other similar occurrence shall not be deemed to be a Force Majeure event.

- c) For the avoidance of doubt, it is further clarified that any negligence in performance of Services which directly causes any breach of security like hacking aren't the forces of nature and hence wouldn't be qualified under the definition of "Force Majeure". In so far as applicable to the performance of Services, Service Provider (Both AB & Third Parties) will be solely responsible to complete the risk assessment and ensure implementation of adequate security hygiene, best practices, processes and technology to prevent any breach of security and any resulting liability there from (wherever applicable).

19.3. Notification procedure for Force Majeure

The affected Party shall notify the other Party of a Force Majeure event within seven (7) days of occurrence of such event. Upon cessation of the situation which led the Party claiming Force Majeure, the claiming Party shall within seven (7) days hereof notify the other Party in writing of the cessation and the Parties shall as soon as practicable thereafter continue performance of all obligations under this Agreement.

19.4. Allocation of costs arising out of Force Majeure

19.4.1. Upon the occurrence of any Force Majeure Event prior, on or after the effective date, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof;

19.4.2. For the avoidance of doubt, Force Majeure Costs may include interest payments on debt, operation and maintenance expenses, any increase in the cost of the Services on account of inflation and all other costs directly attributable to the Force Majeure Event.

19.4.3. Save and except as expressly provided in this Clause, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, costs, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereof.

19.5. Consultation and duty to mitigate

Except as otherwise provided in this Clause, the affected party shall, at its own cost, take all steps reasonably required to remedy and mitigate the effects of the Force Majeure event and restore its ability to perform its obligations under this Agreement as soon as reasonably practicable. The affected Party shall keep the other Parties informed of its efforts to remedy the effect of this Force Majeure event and shall make reasonable efforts to mitigate such event on a continuous basis and shall provide written notice of the resumption of performance hereunder.

19.6. No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement in so far as such liability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.



20. INDEMNITY

- 20.1. NCVET shall be under no legal or financial obligation to indemnify or hold harmless, any third party, for any damage such third party might suffer, which may be related to the services provided by the Awarding Body or Training Bodies affiliated or accredited to AB under this Agreement.
- 20.2. Awarding Body hereby declares and irrevocably undertakes that it shall defend, hold harmless and indemnify NCVET against all loss, damage or claims or any other lawsuits or legal or other proceedings that may arise out of breach of any of its obligations under this Agreement, including those arising out of any accident that may occur during or in relation to the services and that AB shall assume full responsibility for the payment of indemnification, penalties, attorneys' fees, legal costs and other charges.

21. CONFIDENTIALITY

- 21.1. Each Party shall keep all trade secret, knowledge, data, or other information relating to the other Party, information relating this Agreement ("Information") confidential.
- 21.2. None of the Party shall issue any public release or public announcement or otherwise make any disclosure concerning this Agreement, and/or the transaction, without the prior approval of the other Party; provided however, that nothing in this Agreement shall restrict any of the Parties from disclosing any information as may be required under applicable laws subject to providing a prior written notice of seven days to the other Party.
- 21.3. Nothing contained herein shall affect the right of the Parties to disclose any information, on a need to know basis, to their employees, directors, officer, or professional advisers including to their affiliates, subject to obligations of confidentiality substantially similar to those as applicable to the disclosing Parties hereunder, and/or to any of the regulatory authorities, Government or other person as required under applicable Law.
- 21.4. Nothing in this Agreement shall restrict the Council from disclosing any information as may be required by the Government.

22. DATA MANAGEMENT AND PROTECTION

- 22.1. Awarding body is mandated to furnish all information/data pertaining to the recommendations of the AB Guidelines and Manual and as may be prescribed by the Council and as and when required by NCVET.
- 22.2. The Awarding Body must take all steps to ensure that each Trainee/learner undertaking training in a qualification, which the Awarding Body is offering, is registered in a way that permits the learner to be clearly and uniquely identified as may be prescribed by the Council.
- 22.3. In line with Government of India directives, NCVET and Awarding Body and its network of third-party agencies should maintain the confidentiality/storage of the learner's personal information including Aadhar Number.
- 22.4. A policy on data management and security adhering to all government directives and Council's guidelines on the subject must be formulated and followed by the Awarding Body.

23. NOTICES AND PROCESSES TO COMMUNICATE

Any Notice or any other communication as prescribed in this agreement shall be made in accordance to the NCVET Communication Guidelines being issued.



24. IMPOSITION OF ANY FINANCIAL PENALTIES

For all penalty clauses mentioned in this agreement which may enable imposition of financial penalties on an AS, NCVET shall release the necessary guideline from time to time in consultation with Government of India.

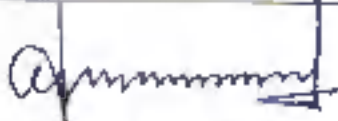



25. GOVERNING LAW AND JURISDICTION

- 25.1 This Agreement, including all matters relating to its validity, construction, performance, and enforcement, shall be governed by, and construed in accordance with Indian Law.
- 25.2 All legal proceedings arising out of this Agreement, if any, will be subject to the exclusive jurisdiction of the Courts at New Delhi only in relation to such proceedings.

26. MODIFICATION OF AGREEMENT

Any modification in the terms and conditions of this Agreement, including any modification in the scope of the Services, may be made only by written agreement between the Parties

In witness whereof, the parties hereunto set their hands and seals and executed this agreement as of the day/month/year first above written:

	
From and on behalf of National Council for Vocational Education and Training (NCVET)(first party) Signed, sealed and delivered by	From and on behalf of Indira Gandhi National Open University (second party) Signed, sealed and delivered by
National Council for Vocational Education and Training (NCVET) Ministry of Skill Development and Entrepreneurship, Government of India Address: Kaushal Bhawan (Third Floor) B-2, Pusa Road, New Delhi - 110005 e-mail: ncvt@ncvt.gov.in Tel: +91 11 25788061-11 Authorized signatory: Col Santosh Kumar Designation: Secretary to the Council cum Director NCVET Mobile:	Name of the Recognized Body: Indira Gandhi National Open University Address: Maiden Garhi, New Delhi - 110058 Authorized signatory: Dr Alok Chabe Designation: Registrar (Administration)  डॉ. आलोक चोबे / Dr. Alok Chabe कुलाचार्य (प्रशासन) / Registrar (Admin.) इंदिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय Indira Gandhi National Open University मौज गरी, नई दिल्ली-68 / Maiden Garhi, New Delhi-68
In the presence of witness:	
 07/02/2023	
Witness 1 Name : Harish Chander Designation: Deputy Director Address: Kaushal Bhawan (Third Floor) B-2, Pusa Road, New Delhi -- 110005	Witness 2 Name : Dr. V. P. Rupam Designation: Additional Director Address: IGNOU, New Delhi - 110058

23 | डॉ. आलोक चोबे / Dr. Alok Chabe
कुलाचार्य (प्रशासन) / Registrar (Admin.)
इंदिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय
Indira Gandhi National Open University
मौज गरी, नई दिल्ली-68 / Maiden Garhi, New Delhi-68



Indira Gandhi National Open University
Regional Services Division

IG/RSD/MOU/IGNOU-NSDC/2022/434
29th September 2022

Sub: Signing of MoU between IGNOU and NSDC

The MoU between IGNOU and National Skill Development Corporation (NSDC) was signed on 29th September 2022. One set of the signed and stamped MoU received from NSDC is enclosed herewith.

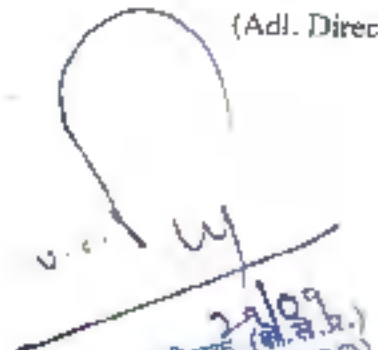
This may be forwarded to the Registrar Administration.


29/9/22
RA/2601
01/10/22


29/9/2022
Hema Pant
(Adl. Director)

Encl: as above
~~Director RSD~~

Registrar (Adm)


29/09
निदेशक (सं.सं.स.)
Director (RSD)


Dr. Alak Chauba
Registrar (Adm)

MOU Cell/AR/L

Deepthi
03/10/22

AE(DP)/MOU Cell

8482/26
03/10/22

MEMORANDUM OF UNDERSTANDING



Between

INDIRA GANDHI NATIONAL OPEN UNIVERSITY,
Maidan Garhi, NEW DELHI – 110068

And



NATIONAL SKILL DEVELOPMENT CORPORATION
201, 3rd Floor,
West Wing, World Mark 1,
Sector 11, Aerocity
New Delhi – 110037





सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

Stamp

Certificate No. : IN-DL81538822789222U
Certificate Issued Date : 31-Aug-2022 04:01 PM
Account Reference : IMPACC (IV) dl1086203/ DELHI/ DL-DUH
Unique Doc. Reference : SUBIN-DL,DL108620343740940623194U
Purchased by : INDIAN GANDHI NATIONAL OPEN UNIVERSITY
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0 (Zero)
First Party : INDIAN GANDHI NATIONAL OPEN UNIVERSITY
Second Party : NATIONAL SKILL DEVELOPMENT CORPORATION
Stamp Duty Paid By : INDIAN GANDHI NATIONAL OPEN UNIVERSITY
Stamp Duty Amount (Rs.) : 100 (One Hundred only)



Please write or type below this line

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MoU) is signed at New Delhi on 29/08/2022 (Hereinafter, referred to as the "EFFECTIVE DATE")

Signature of I.D.T. Ansh Chaurasia (Registrar/Registrar Admin)
Signature of R.N.B.C. New Delhi

BETWEEN



Blottery Alert: The authenticity of the document can be verified by using a Stamp Reader App or check any discrepancy in the details of the Certificate and as available on the website / Mobile App renders it invalid.
2. The issue of cheques is the responsibility of the users of the certificate.
3. In case of any discrepancy, please inform the Competent Authority.

FIRST PARTY

Indira Gandhi National Open University, hereinafter referred to as 'IGNOU', having its headquarter office at Maidan Garhi, New Delhi-110068 is a Central University which aims to encourage, coordinate and set standards for open and distance education in India and to strengthen the human resources in India, represented through its authorized signatory, Registrar (Administration), which expression shall unless repugnant to the subject or context mean and include its successors and assignees of the FIRST PARTY.

And

SECOND PARTY

National Skill Development Corporation, hereinafter referred to as 'NSDC', is a not-for-profit company registered under Companies Act, 1956 and has the license under Section 25 of the said Act and was set up as part of National Skill Development Mission to fulfill the growing need in India for skilled manpower across sectors and narrow the existing skill gap between the demand and supply of skills, represented through its authorized signatory COO and officiating CEO, which expression shall unless repugnant to the subject or context mean and include its successors and assignees of the SECOND PARTY.


The "IGNOU" and the "NSDC" are hereinafter collectively referred to as the "PARTIES" and individually as a "PARTY".

WHEREAS The Indira Gandhi National Open University (IGNOU) is the National Resource Centre for Open and Distance Learning (ODL) and offers various academic programmes that lead to Certificates, Diplomas and Degrees and develops courses for delivery through the open learning and distance education mode and is also actively involved in research, training and extension education activities;

AND WHEREAS the National Skill Development Corporation (NSDC) aims to fulfill the growing need in India for skilled manpower across sectors and narrow the existing gap between the demand and supply of skills, by developing a world class skill development programme to address the challenges of skill requirements of a growing economy;

AND WHEREAS the National Education Policy 2020 emphasizes integration of vocational education with higher education and its enhancement of 50% enrolment in vocational

Dr. Alok Choudhary (Admin)
Registrar (Administration)
Indira Gandhi National Open University
Post Bag No. 68 / Maidan Garhi, New Delhi-110068



education by 2025 and 50 % GER in higher education by 2035 and envisages to create a bridge between Higher Education and Vocational Training to create pathways for enabling stable and secure employment.

AND WHEREAS the National Education Policy 2020 aims to develop vocational capacities alongside the development of 'academic' or other capacities.

AND WHEREAS the NEP2020 emphasizes the need for higher education institutions to make the academic programmes multi disciplinary, futuristic and career oriented thereby increasing the employability potential of the programmes.

OBJECTIVES

NOW Therefore, IGNOU and NSDC have jointly agreed to collaborate on multiple initiatives to provide opportunities for enhancing and sharpening the 21st century skills of students through quality and inclusive education thereby contributing towards making India the Skill Capital of the World. The initiatives range from industry connects, embedding skilling across courses for enhancing employability and mutually explore the capacity building of teachers, trainers and grassroots leaders in the skilling and education ecosystem.

NOW THEREFORE, IN CONSIDERATION OF MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES AGREE AS GIVEN UNDER:

1. Specific Roles and Responsibilities of Parties of the MoU

1.1 Role of IGNOU

- i. Facilitating the embedding of skill modules in the various jointly decided programmes.
- ii. Configure and design apprenticeship embedded degree programs that are market linked, with NSDC.
- iii. Depute teachers / trainers for course implementation.
- iv. Facilitate candidate mobilization through their network.
- v. Facilitating processes for enablement of trainers and assessment methodology in case of course implementation, as per IGNOU norms.
- vi. Framing the framework and guidelines to ensure effective monitoring of course training being imparted at the centres.
- vii. May offer expertise, resources towards training program aimed at capacity building of grassroots leaders, institution, teachers among others.
- viii. IGNOU to identify, specific work and learning centers for program and using.

Dr. Anshu Chandra
Special Officer, Registrar (Admin.)
Institutional Development, University
of Jammu / Jammu Campus, Jammu
Jammu - 180 006



- ix. Any cost in relation to advertising in any manner under this MOU shall be borne by IGNOU only.
- x. Any cost in relation to purchase of media slots for those advertisements shall be borne by IGNOU.
- xi. Any advertisement on all media under this MOU would need the prior written approval of NSDC.

1.2 Role of NSDC

- i. Collaborate with IGNOU in designing, conceptualizing program in line with student and market training requirement.
- ii. Facilitate embedding of English, employability, and entrepreneurship module in IGNOU courses.
- iii. Enable and embed IGNOU programs with degree apprenticeship, that is industry linked and placement supported.
- iv. Undertake training and capacity building of identified IGNOU network of teachers and trainers
- v. Facilitate identification of board industry connects for placement assistance.
- vi. Facilitate in the mobilization of the candidates through awareness and advocacy initiatives towards courses being offered by IGNOU and NSDC, under this MoU.
- vii. To facilitate, mobilize opportunities to train grassroots leaders in skill and education for capacity building.
- viii. To oversee on ground implementation of training program.
- ix. NSDC may, in its sole discretion, provide non-financial support in terms of content of the advertising.
- x. NSDC may discharge all or any of its responsibilities under this MOU either by itself or through NSDC approved Sector Skill Council(s) and/or NSDC approved Training Provider(s) under and with due and prior intimation to IGNOU.

2. Nature of the MOU

This MoU solely reflects the intentions of the Parties, expressed in good faith but without creation of any legal or financial obligation or the incurrance of any liability on the part of the Parties. The Parties agree that definitive agreements to decide the terms and conditions for the courses and programmes may follow the execution of this MOU.

3. Confidentiality & Exchange of Information

Dr. Alok Chhabra
Secretary (Training & Placement)
IGNOU
Indira Gandhi Nagar, New Delhi - 110002
Phone: 011-26109000 / 26109001



- i. The Parties shall protect and maintain the confidentiality of this MOU and any relevant materials, documents and information referenced herein.
- ii. Exchange of information and knowledge related to the purpose, scope and areas of cooperation under this MOU shall be made in a timely manner in order to ensure efficient and effective outcomes.

4. 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.

5. Use of name/ logos

The Parties may use the name, logo and/or official emblem etc. of the other Party pursuant to obtaining prior written approval by the other Party and such approval shall not be unreasonably withheld by the Parties.

6. Mutual Covenants:

6.1 Parties Shall

- A. Keep each other informed of any matters relevant to the overall functioning, in writing.
- B. Share their expertise or any other information which would be of mutual benefit, as per the mandate of this MoU.

6.2 Duration/ Term of the MOU:

The MOU shall commence from the ^{25/09/2022} 25/09/2022 hereinafter referred to as "Effective Date".

- A. This MOU shall continue in full force and effect up to 05 years from the Effective Date (i.e. up to ²⁰²⁷ 2027) as the term required for completion of the certificate of proficiency/ certificate / diploma/ UG/ PG programme students admitted/ enrolled in IGNOU under this MoU.
- B. Validity of this MOU may be extended sufficiently early for further period/batches on mutual agreement, by the Parties to this MOU, in written.

Dr. Anshu
Secretary
Office of Academic Affairs
IGNOU
Block-15 / Maulana Azad Open University
New Delhi-110046

C. Monitoring Mechanism

This Memorandum of Understanding is a document of good faith and implementation of the MOU would be monitored by a Joint Coordination Committee (JCC) on a six-monthly time frame basis.

(i) Constitution of Joint Coordination Committee. NSDC and IGNOU will form a Joint Coordination Committee with following members for the purpose of discussing any issue/ matters/ problem arising from/ due to implementation of this Memorandum of Understanding (MOU).

1. For IGNOU.

- i. Pro Vice Chancellor
- ii. One Director
- iii. VC, IGNOU or his nominee shall Chair the JCC.

2. For NSDC.

- (i) Dr. Maneesh Mishra, Executive Vice President – Strategy
- (ii) Ms Preeti Arora, Vice President – Education Initiative, ToT and Digital Learning
- (iii) Senior Official [nomination would be done at a later stage]
- (iv) A member/nominee from NSDC is advisable.

(ii) Functions of JCC

To keep a track of project implementation below action would be taken:

- Identified and agreed report format for submitting quarterly report.
- Forming a joint committee headed by Vice Chancellor or his/ her nominee.
- Joint Committee to meet every six months to review the project and take measures as identified.
- Nodal officer from IGNOU could be Pro Vice Chancellor or Director. NSDC to also depute a senior official for the same.
- Monthly report on student attendance, academic performance may also be shared for review.

Dr. Alok Choudhary
Vice-Chancellor
IGNOU
New Delhi



6.3 Termination

- a) Either party may terminate this MOU by mutual understanding by giving 3 (three) months' notice in writing.
- b) The parties to the MOU understand that, where a course, as aforesaid, is under continuance, as on the date of termination, the termination shall take effect only on completion of the subsisting course.
- c) Save as otherwise set out in this MOU, the termination of this MOU howsoever arising is without prejudice to the rights, duties and liabilities of either party accrued prior to termination.

6.4 Confidentiality

- a) Each party hereto agrees with the other:
 - To keep information in strict confidence and secrecy,
 - Not to use the information save for complying with its obligations under this MOU.
 - Not to disclose the same to a third party other than the party's professional advisers and such employees of the other party on a need-to-know basis as per requirements of this MOU, who are under a similar duty to protect confidential information, or any third party having a legal right to obtain disclosure thereof.
- b) The restrictions contained in above clause shall apply to both the parties during the term of and for (one) year after the termination of this MOU but shall cease to apply to information or knowledge which:
 - Has in it's entirety become public knowledge otherwise than through any unauthorized disclosure or other breach of such restriction.
 - The First Party has consented in writing to the same being disclosed.
 - Is or has been independently developed by the First Party without reference to or use of the confidential information.
- c) Provided that upon the expiration, cancellation or termination of this MoU, each party upon the written request of the other Party, return or destroy, to the satisfaction of the Party, all confidential information, documents, and other materials as specified by the other Party.

6.5 Dispute Resolution and Governing Laws

Dr. Alek Chand
Registrar (Admin.)
Open University
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- a) The Parties agree to resolve any issues, disputes or conflicts that may arise in relation to the terms of this MOU in the spirit of cooperation and mutual understanding through mutual consultations until both Parties are fully satisfied.
- b) This MOU and any matter relating to this MOU shall be governed by and construed in accordance with the laws of India and shall be subject to exclusive jurisdiction of the courts at Delhi.

6.6 Force Majeure:

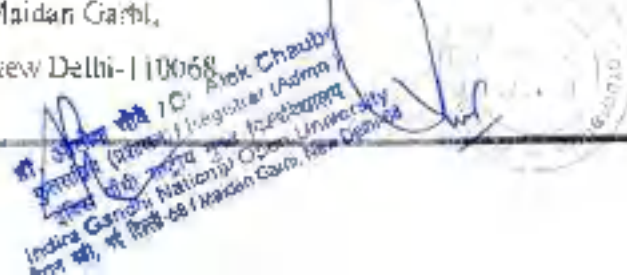
- (a) Neither Party shall incur liability to the other for delay in performance or for failure to perform its obligations hereunder, if such delay or failure is due to causes beyond its control or without its fault or negligence, including, but not limited to, epidemic, pandemic, acts of God, lockdown, acts of war, fire, riot, or intervention by any governmental authority or acts mandated by any applicable laws, regulation. However, the Party claiming the force majeure event shall inform the other Party within thirty (30) days from the beginning of such event about the existence of the same and take all such steps necessary to ensure that the loss to the other Party is minimized as also inform the other Party immediately on cessation of the force majeure event and resume effective fulfillment of its obligations hereunder. In the event the Services are suspended due to a force majeure event, for a continuous period of twelve (12) months, the Party suffering such force majeure event shall have the right to terminate the MOU.
- (b) In such a situation, it is the responsibility of both parties to ensure that the learners enrolled shall not be affected.

4.7 Notices:

Any notice, consent or any notification shall be addressed to and delivered to the address as follows:

- a) **The COO & officiating CEO**
National Skill Development Corporation
301, 3rd Floor,
West Wing, World Mark I,
Asser 11, Aerocity, New Delhi - 110037
- b) **The Registrar (Administration)**
Indira Gandhi National Open University,
Maidan Garhi,
New Delhi - 110068

10- Alex Chaudhary
Registrar (Admin)
Indira Gandhi National Open University
Maidan Garhi, New Delhi - 110068



6.8 Assignment

Neither party shall assign or transfer this MoU, or rights or obligations arising hereunder, either wholly or in part, in any third party, without prior written consent of the other party.

6.9 Residual Clause

If any doubt arises as to the interpretation of the provisions of this MoU, or as to the matters not provided herein, the Parties shall consult with each other and resolve such doubt in good faith, failing which matter shall be dealt as per clause 6.5 above.

6.10 Copyright / Intellectual Property Rights (IPRs)

Nothing in this MoU will function to transfer either Party's Intellectual Property Rights ("IPRs") (including copyrights) to the other Party. Each party will retain exclusive interest in and ownership of its IPRs developed before this MoU or developed outside the scope of this MoU. Notwithstanding anything stated in this MoU or any other document, all IPRs developed under during the course of this MoU shall vest with the respective Party developing it. In case of joint development of any IPR under this MoU by both the Parties, such IPR shall vest with both the Parties in joint ownership.

6.11 Matters Not Provided In


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

6.12 OTHER COVENANTS

- (i) **No Liability:** Neither Party will be responsible for any liabilities associated with the operationalization of this MOU, including failure of NSDC to meet the objective envisaged in this MOU.
- (ii) **Representation:** Neither Party shall represent the other Party in any manner. This MOU does not give authority to either Party to represent or exercise opinion or decision, on behalf of other Party.
- (iii) **Relationship and Financial Obligations:**

It is agreed that nothing in this MOU shall deem to create any:

- (a) Legal relationship such as a partnership, joint venture, agency, employer-employee relationship or the like between the Parties; or


Dr. Abhishek Choudhary (Admin)
Indira Gandhi National Open University
Kirti Vihar, Ring Road, Maidan Garh, New Delhi-110068



(b) Financial responsibilities or obligations for any Party towards the other Party or any third party.

(iv) Notwithstanding any provision of this MOU, this MOU is not intended to and does not grant the status of a Training Partner to either Parties.

(v) Reputation: Neither Party shall do or cause to be done any act whereby the reputation and goodwill of the other Party is adversely affected.

IN WITNESS WHEREOF the parties hereto have put their respective hands on date first above written.

For Indira Gandhi National Open University

For National Skill Development Corporation

Handwritten signature and date: 29-09-22

Handwritten signature and circular stamp of National Skill Development Corporation, New Delhi

Dr. Alok Chandra / Dr. Alok Chandra
Registrar (Admin.)
Indira Gandhi National Open University
New Delhi

Ved Mani Tewari
COO and officiating CEO

Witness:

Witness:

Handwritten signature and date: 29/09/2022
Name: Umesh Chandra Pandey
Address: Director RSD
IGNOU

Handwritten signature: Preet Arora
Name: PREET, ARORA
Address: VICE PRESIDENT - STRATEGY
National Skill Development Corporation
Aerocity
New Delhi

non-judicial stamp paper for signature to
original submit to RCI for signature of
Member Secretary RCI.

Registrar (Admn.)
DA (NCDS) *[Signature]*
12/4/23

Serial
12/4/23
डॉ. एस.के. प्रसाद
डिप्टी (ए.ए.सी.)
Dr. S.K. Prasad
Director (IIG) NCDS, IGNOU

Sub:- MOU between IGNOU and RCI

The MOU for implementation of special
education and disability rehabilitation
training programme duly issued by MS,
RCI, is received on 25th April 2023.
The MOU is placed to kind information
please.

01/5/23
RAI/015
02/5/23

NCDS/6633
01/05/23

LC/9450
02/05/23

Honble VC

Serial
26/4/23

[Signature]
26/4/23

- DR (SOG)
- DR (SOCE)
- DR (SOSS)
- DR (NCDS)
- Reg. (Admn.)

Asstt (SS)/Mou Cell

[Signature]
04/5/23
कुलसचिव (प्रशासन) / Registrar (Admn.)
इंदिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय / IGNOU



File No. 10-11/IGNOU/Policy/2012/RCI - 123

Dated: 22 April, 2023

To

Dr. S. K. Prasad
Director(I/C),
Indira Gandhi National Open University,
Maidan Garhi, New Delhi-110058

Sub: MoU for promotion of Special Education and Disability Rehabilitation Training Programme(s) through Open and Distance Learning (ODL) mode—reg.

Sir,

Please refer to your letter no. IG/NCDS/2023/6614 dated 17.04.2023 on the subject cited above. Enclosed, please find duly signed MoU between RCI and IGNOU, New Delhi to launch B.Ed.Spl.Ed.- ODL, M.Ed.Spl.Ed.- ODL in different disability specialisation, PGDRP and other training programmes through ODL mode at national level. This MoU shall be valid for a period of 05 years from 24.04.2023 to 23.04.2028.

Kindly acknowledge the receipt of the same.

Thanking You,

Yours faithfully,

(Dr. Subudh Kumar)
Deputy Director

Encl: As stated above.

- To reach out to the disadvantaged by offering programmes to all parts of the country at affordable costs; and
- To promote and co-ordinate the standards of Education offered through open digital learning in the country;

AND WHEREAS, the mandate given to RCI is to regulate the training policies and programmes and its monitoring, to standardize syllabi and to maintain a Central Rehabilitation Register (CRR) of all qualified professionals and personnel working in the field of Special Education and Disability Rehabilitation, promote Research in disability field. The Rehabilitation Council of India Act, 1992, also prescribes punitive action against unqualified persons delivering services to persons with disability.

THAT, both the above-named parties do hereby agree to make joint efforts for promoting and implementing training programmes for teachers and other stakeholders for empowerment of PwDs within their jurisdiction. Both the parties have deliberated, negotiated and agreed upon the terms and conditions governing their relationship for their co-operation to respond to their needs.

NOW THEREFORE, IN VIEW OF THE FOREGOING PROMISES AND IN FURTHER CONSIDERATION OF MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS GIVEN UNDER:


01. COMMON OBJECTIVE:


To make joint efforts for promoting and implementing training programmes for teachers and other stakeholders for empowerment of PwDs within their jurisdiction. Both the parties have deliberated, negotiated and agreed upon the terms and conditions governing their relationship for their co-operation to respond to their needs;

02. OBLIGATIONS OF PARTIES:

(1). IGNOU shall offer the following programmes through ODL mode in the country till the validity of this MOU:

Sl. No.	Name of the Programme (s)	Duration	Annual Intake per programme	intake per batch	Per per Study Centre
B.Ed. Spl.Ed.-ODL Programmes with Disability Specialization:					
(1).	B.Ed. Spl. Ed. ODL (Visual Impairment).	2 ½ Years	250 per academic session		
(2).	B.Ed. Spl. Ed. ODL (Hearing Impairment).	2 ½ Years	250 per academic		



 विनोद सिंह / Vinod Singh
 सदस्य सचिव / Member Secretary
 राष्ट्रीय पुनर्वासि परिषद / Rehabilitation Council of India
 विभागाध्यक्ष सार्वजनिक शिक्षा
 Department of Empowerment of Persons with Disabilities (In-person)
 सामाजिक न्याय और अधिकारिता विभाग
 Ministry of Social Justice & Empowerment
 20-एल ब्लॉक ई-गवर्नान्त एरिया / B-2L, Okhla Industrial Estate
 New Delhi-110026


 डॉ. अलोक चौसे / Dr. Alok Chaurse
 कुलसचिव (प्रशासन) / Registrar (Admin.)
 इंदिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय
 Indira Gandhi National Open University
 कानपुर रोड, ब्लॉक फ्लॉर-681, महाराज गार्डन, नया दिल्ली-88

			SESSION	Min. 20 Max. 50
(3).	B.Ed. Spl. Ed. ODL (Intellectual Disabilities).	2 ½ Years	250 per academic session	
(4).	B.Ed. Spl. Ed. ODL (Specific Learning Disability).	2 ½ Years	250 per academic session	
M.Ed. Spl.Ed.-ODL Programmes with Disability Specialization :				
(5).	M. Ed. Spl. Ed. ODL (Visual Impairment).	2 ½ Years	50 per academic session	Min. 10 Max. 20
(6).	M. Ed. Spl. Ed. ODL (Hearing Impairment).	2 ½ Years	50 per academic session	
(7).	M. Ed. Spl. Ed. ODL (Intellectual Disabilities).	2 ½ Years	50 per academic session	
(8).	M. Ed. Spl. Ed. ODL (Specific Learning Disability).	2 ½ Years	50 per academic session	
Post Graduate Diploma Course				
(9).	Post Graduate Diploma in Rehabilitation Psychology (PGDRP) -ODL Mode	1 ½ years	200 per academic session	Min. 10 Max. 25
(10).	Post Graduate Diploma in Disability Management (PGDDM)- ODL Mode	1 ½ years	200 per academic session	
Certificate Programme with Disability Specialization (CECSE):				
(11).	Certificate Programme in Early Childhood Special Education Enabling Inclusion (Cerebral Palsy).	1 Year	100 per academic session	Min. 25 Max. 50
(12).	Certificate Programme in Early Childhood Special Education Enabling Inclusion (Intellectual Disability).	1 Year	100 per academic session	
(13).	Certificate Programme in Early Childhood Special Education Enabling Inclusion (Visual Impairment).	1 Year	100 per academic session	
(14).	Certificate Programme in Early Childhood Special Education Enabling Inclusion (Hearing Impairment).	1 Year	100 per academic session	

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 निम्न लिखित / Vinod Singhal
 अध्यक्ष / Member Secretary
 राष्ट्रीय पुनर्वास्य परिषद / Rehabilitation Council of India
 विद्यार्थी कल्याण विभाग
 Department of Empowerment of Persons with Disabilities (विद्यार्थी कल्याण)
 सामाजिक न्याय और शक्तिशाली विकास
 Ministry of Social Justice & Empowerment
 3-21, कानून हस्तशिल्पकला परिसर, 73-22, कानून शिल्पकला परिसर
 नई दिल्ली / New Delhi-110016


 डॉ. अशोक चौधरी / Dr. Alok Chauhan
 कुलायुक्त (प्रशासन) / Registrar (Admin)
 इंदिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय
 Indira Gandhi National Open University
 नई दिल्ली-88 / New Delhi-88

Awareness - cum - Training (AWT) Package for Parents, Family Members , Community Workers:				
(15).	Awareness-cum-Training Package in Disability (Visual Impairment).	3 Months	250 per batch	Min. 25 Max. 50
(16).	Awareness-cum-Training Package in Disability (Intellectual Disability).	3 Months	250 per batch	
(17).	Awareness-cum-Training Package in Disability (Hearing Impairment).	3 Months	250 per batch	
(18).	Awareness-cum-Training Package in Disability (Cerebral Palsy).	3 Months	250 per batch	

- (ii). IGNOU shall develop the SLM for above training programmes as per the prescribed syllabus of RCI.
- (iii) IGNOU shall ensure the availability of required teaching faculties and other infrastructural facilities to conduct these programmes as per norms prescribed by RCI from time to time.
- (iv) IGNOU shall conduct examination, evaluation and award Certificates/ Degrees/PG Diplome degree to the successful candidates of these programmes. However, for the Awareness-cum-Training Packages IGNOU will give a Certificate of Participation to the learners attending the programme;
- (v). IGNOU shall design, develop and produce Self-learning / Instructional Print Materials , digitized amongst other things, related to implementation of the above specified programmes in Special Education through ODL mode;
- (vi). Training Institutions approved by the RCI shall only be eligible to become Study Centers of IGNOU for the above said programmes mentioned at Clause no. 2 of (i).
- (vii) IGNOU, New Delhi shall conduct the B.Ed.Spl.Ed. DDL Programme at RCI approved training institutes who conduct the B.Ed. Spl.Ed. Programme through face-to-face mode and as per other stipulated provisions of B.Ed. Spl.Ed. -DDL Norms, 2021 of RCI.

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श्रीमती शिवल / Maneel Singhal
 सचिव / Member Secretary
 राष्ट्रीय पुनर्वास परिषद् / Rehabilitation Council of India
 विभाग-1, सार्वजनिक भवन, दिल्ली
 Department of Empowerment of Persons with Disabilities (Disyangad)
 सामाजिक न्याय और श्रमिकी विभाग
 Ministry of Social Justice & Empowerment
 2-21, मुख्य इन्स्टीट्यूशन एरिया, B-22, Okhla Industrial Area
 नई दिल्ली / New Delhi-110015

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 डॉ. अशोक चौधरी / Dr. Alok Choudhary
 कुलसचिव (प्रशासन) / Registrar (Admin.)
 इंदिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय
 Indira Gandhi National Open University
 - 2 बंगला, प्लॉट नं. 68, मेडन गार्डन, नई दिल्ली-69

- (vii) IGNOU, New Delhi shall conduct M.Ed. Spl.Ed. -ODL programme at RCI approved training institutes who conduct the M.Ed. Spl.Ed. Programme through face-to-face mode only.
- (ix) IGNOU, New Delhi shall conduct PGDRP- ODL programme at RCI approved training institutes who conduct M.Phl. (Clinical Psychology) / M.Phil. (Rehab Psychology)/PGORP course through face-to-face mode.
- (x) CECSE programme shall be conducted at any of the RCI approved training institutes.
- (xi) AWT programme shall be conducted at any of the RCI approved training institutes or under various institutes affiliated with Department of Empowerment of Persons with Disabilities like Dendayal Disabled Rehabilitation Scheme (DDRS), District Disability Rehabilitation Centres (DDRC), Institution registered under National Trust, New Delhi.
- (xii) IGNOU shall remit 10% of total fees charged for all the programmes to RCI for its ODL Cell to monitor, maintenance of standard, review & research etc., 40% to the respective study centers and the remaining 50% to IGNOU.
- (xiii) The programme fee, procedure of admission, academic counseling, practice teaching, workshops, examination, evaluation, etc. shall be as per IGNOU norms.
- (xiv) SUM and other instructional material developed for special education and other programme by IGNOU shall be provided to RCI to upload the same on RCI website as OER for usage of all the concerned stakeholders.
- (xv) IGNOU shall develop appropriate and relevant animated and other audio - video materials for the above said programme for the ease of enrolled students. IGNOU shall provide these materials to RCI to telecast the same from dedicated channel of disability of RCI or any other online platform.
- (xvi) IGNOU shall ensure that minimum 50% of total seats allocated for B.Ed. Spl.Ed.-ODL programme to be allocated to those States where RCI is not running any ODL programmes in collaboration with State Open Universities.

03. APEX ADVISORY COMMITTEE (AAC):

- (i). Both the parties shall jointly set up a "Apex Advisory Committee (AAC)", which would be responsible for the overall administration and implementation of this MOU. This committee shall have the power to take any decisions related to the programmes and its implementation and will review periodically the activities

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निम्नी निम्नी / Member Secretary
 सदस्य सचिव / Member Secretary
 भारतीय पुनर्वास्य परिषद्, / Rehabilitation Council of India
 शिक्षासंबंधी अक्षयसंस्था विभाग
 Department of Empowerment of Persons with Disabilities (Disord)।
 सामर्थ्यसंबंधी साम्य और अक्षयसंस्था विभाग
 Ministry of Social Justice & Empowerment
 नं-21, कुरुम संसदीयसंस्था सचिवालय, / B-21, Kurum Sansad Bhawan / Sec-
 नंद विन्दी / New Delhi-110014

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 डॉ. अशोक चौधरी / Dr. Ashok Chaudhary
 कुलसचिव (प्रशासन) / Registrar (Admin.)
 इंदिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय
 India's Gandhi National Open University
 110068 नवी दिल्ली-68 / New Delhi-110068

undertaken with the MOU. The committee shall consist of the following:

- | | | | |
|---------|---|---|-------------------|
| (i). | Vice-Chancellor, IGNOU | : | Chairperson |
| (ii). | Member Secretary, RCI | : | Ex-officio Member |
| (iii). | Two experts nominated by the Chairperson, RCI | : | Members |
| (iv). | Registrar (IGNOU) or his nominee | : | Member |
| (v). | Director, School of Education, IGNOU | : | Member |
| (vi). | Director, School of Continuing Education, IGNOU | : | Member |
| (vii). | Director, School of Social Sciences, IGNOU | : | Member |
| (viii). | Programme Coordinator(s) at IGNOU of the above Specified Programmes | : | Member |
| (ix). | Director, National Centre for Disability Studies, IGNOU | : | Convener |
- (i). The Committee shall meet at least twice a year. The quorum of the meeting will be of at least three (03) representatives from each of the parties and the chair;
- (ii). RCI and IGNOU shall nominate a representative from both the parties respectively as Coordinators who will keep their respective authorities informed of all activities from time to time. Either of the Coordinators could ask for convening the committee meeting;

04. EFFECTIVE DATE, DURATION & TERMINATION:

- (i). The present MOU shall commence from the effective date and shall be valid for a period of Five (05) Years and shall be renewed from time to time for a period, each of five years on terms and conditions, mutually agreed upon in writing through the authorized signatory;

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जय प्रकाश नारायण संस्थान
कायदा सचिव / Member Secretary
राष्ट्रीय पुनर्जीव परिषद् / Rehabilitation Council of India
विश्वविद्यालय सार्वजनिक विभाग
Department of Empowerment of Persons with Disabilities (Dejangan)
सार्वजनिक न्याय और अधिकारिता विभाग
Ministry of Social Justice & Empowerment
2-21, कुरुक्षेत्र नगर परिषद / 822, Kurukshetra Institutional Area
एन.डी.डी. / No. 10, 198-110019

डॉ. अशोक चौधरी / Dr. Ashok Chaudhary
कुलसचिव (प्रशासन) / Pro-Chancellor (Admin.)
इंदिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय
Dr. B. R. Ambedkar National Open University
एन.डी.डी. / No. 10, 198-110019

- ii) The support services will be provided by all the three parties (i.e. RCI, IGNOU and study centres) even after the expiry of the MOU till they complete their maximum period of the programme duration.
- iii). In the event of violation of any of the provisions specified in various Clauses of this MOU that leads to a conflict and which may affect the objectives of this MOU at any time during the MOU period, either party may terminate this MOU by giving an advance notice in writing of one academic session, delivered by Registered Post to the Registered Office of the party. In anycase, the students already admitted to the programmes shall be given the opportunity to avail the maximum prescribed duration for completion of the programmes.

05. AMENOMENT OF THE MOU:

The obligations of IGNOU and RCI have been outlined in this MOU. However, during the operation of the MOU, circumstances may arise which may call for alterations or modifications of this MOU. These modifications/alterations will be mutually discussed and endorsed in the form of an 'Appendix or addendum to the MOU'. 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 ;


06. NO PARTNERSHIP:

- (i). Nothing in this MOU shall be deemed to neither constitute or create an Association, Trust, Partnership or a Joint Venture between the parties or constitute any Party the agent of any other Party for any purpose. Neither this MOU, nor any activities described herein, shall be construed as creating a Partnership, Joint Venture, Franchise, Agency or other such relationship. Neither Party is authorized, in any manner, to make any commitment on behalf of or to bind the other Party;
- (ii). The Parties shall ensure compliance with all statutory provisions applicable to and governing the employment of its employees and representatives, deployed and would ensure compliance to provisions of statutes, as amended and applicable from time to time for such employees and representatives. Under no circumstances shall employees, agents and representatives of either party, represent as or be construed as employees/agents of the other party to this MOU. Neither party shall enter into any independent arrangements with the other party's employees;



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श्री. अशोक चौधरी / श्री. अशोक चौधरी
 सदस्य सचिव / Member Secretary
 राष्ट्रीय पुनर्वासन परिषद् / Rehabilitation Council of India
 विद्यालय: कर्मवीरमठ, दिल्ली
 Department of Employment of Persons with Disabilities (Department)
 लक्ष्मीनगर नगर और अखिल भारतीय मंत्रालय
 Ministry of Social Justice & Empowerment
 2-21, कृष्ण इन्स्टीट्यूट ऑफ़ / 2-21, Krishna Institutional Area
 ई. दिल्ली / E. Delhi - 110019


 डॉ. अशोक चौधरी / Dr. Ashok Chaudhary
 कुलसचिव (प्रशासन) / Registrar (Admin)
 इन्दिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय
 Indira Gandhi National Open University
 2-2, कृष्ण इन्स्टीट्यूट एरिया / Krishna Institutional Area, New Delhi-65

07. DISPUTE RESOLUTION:

- (i). In the event any dispute, difference, question of 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 in a meeting of the Heads of the two organizations i.e., the Vice-Chancellor (Or His Duly appointed Representative), IGNOU & Member Secretary (Or His Duly appointed Representative), RCI, who shall meet & mutually decide on the issues involved.
- (ii). It is hereby agreed between the parties that in the event the efforts to resolve the dispute as per Sub-Clause (i) above fail then recourse to mechanism/ instructions as suggested by the Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India, vide D.O. No. 29 (9)/2014-Judl. Dated 07.08.2014 to desist from initiating Inter-ministerial/ Departmental Litigation in the Court of Law and to reduce the litigations between various Ministries/ Departments/ PSUs/Boards/Authorities, etc. would be adhered to by both the parties;
- (iii). However, even if the above mechanism fails to resolve the dispute, then in such an eventuality only the Court (s) at Delhi/ New Delhi will have jurisdiction to adjudicate upon the matter/ dispute;


08. PUBLICITY:

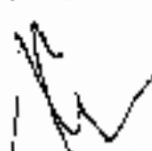
Any publicity by either party, in which the name of the other party is to be used shall be done only with the explicit written permission of the other party and after the contents of the same are vetted/approved by the said other party.

9. INTELLECTUAL PROPERTY RIGHTS:

- (i). IGNOU shall solely hold all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of execution of this MOU.
- (ii). RCI, shall not print, reproduce or multiply any course material, printed or electronic, which is supplied by IGNOU for the said material without the written permission of IGNOU, as the copyright of all such material vests solely with IGNOU;

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Ministry of Social Justice & Empowerment
राज्य सचिव / Member Secretary
भारतीय पुनर्वास परिषद् / Rehabilitation Council of India
विद्यमान कार्यालय विना
Department of Empowerment of Persons with Disabilities (Disyemp)
राज्य सचिव कक्षा और अधिकारी मंत्रालय
Ministry of Social Justice & Empowerment
B-21, ब्लॉक इस्टाब्लिशमेंट गलिया, B-22, ओई ईसीसीएनए


डॉ. आशोक चौधरी / Dr. Ashok Chaudhary
कुलसचिव (प्रशासन) / Registrar (Admin.)
श्रीमती जवाहर लाल नेहरू राष्ट्रीय सार्वजनिक विश्वविद्यालय
India: Gandhi National Open University
New Delhi-62

10. GOVERNING LAW (S) AND JURISDICTION:

The MOU shall be governed and interpreted by and construed in accordance with the 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.

11. INTERPRETATION:

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

12. REPRESENTATION AND WARRANTIES:

RCI and IGNOU 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 obligation 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, judgment, 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 or arbitration tribunal that restrain it from performing its duties and obligations under this MOU; and

विनीत सिंहल / Vinait Singhal
सदस्य सचिव / Member Secretary
राष्ट्रीय पुनर्वासन परिषद / Rehabilitation Council of India
विकासनन कर्मचारीकरण विभाग
Department of Empowerment of Persons with Disabilities (Overriding)
सामाजिक न्याय और अधिकारिता मंत्रालय
Ministry of Social Justice & Empowerment,
10-25 कुल्लू इन्स्टीट्यूशनल एरिया, 1-22, Outer Institutional Area
नई दिल्ली / New Delhi-110019

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डॉ. अलोक चौहान / Dr. Alok Chauhan
कुलसचिव (प्रशासन) / Registrar (Admin.)
इंदिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय
Indira Gandhi National Open University

- (V) Any dispute between IGNOU and the concerned Study Centres shall be resolved by them without any involvement of RCI
- (v). That no representation or warranty made herem contains any untrue statement.

13. SEVERABILITY:

Any law restraining the validity and enforceability of any provision of this MOU shall not affect the validity or enforceability of the remaining provisions hereof and this MOU shall be deemed as not containing the invalid provisions. The remaining provisions of this MOU 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 MOU. In such a case, the Parties to this MOU shall attempt to agree on a provision which is valid and enforceable and similar to the original provision.

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 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:

If to IGNOU

The Registrar (Administration),
Indira Gandhi National Open University (IGNOU),
Maidan Garhi, New Delhi – 110068 India.

If to RCI

Member Secretary,
Rehabilitation Council of India (RCI),
Registered Office & Head Office:
B-22, Qutab Institutional Area, New Delhi – 110016 India

Or to such other address or e-mail address as either party may from time to time notify the other in relation to this section. Any notice or communication made by personal delivery or by courier will be conclusively deemed to have been given on the day of actual delivery or, made or given by e-mail on the first business day following the transmittal of.

15. RESIDUAL CLAUSE:

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विनय शोएन / Vinay Shoen
सदस्य सचिव / Member Secretary
राष्ट्रीय पुनर्वास परिषद् / Rehabilitation Council of India
दिव्यालय नवसंस्करण विभाग
Department of Empowerment of Persons with Disabilities (Disability)
सामाजिक न्याय और अधिकारिता विभाग
Ministry of Social Justice & Empowerment
B-21, एनएच 48 राष्ट्रीय राजमार्ग परियोजना / B-21, Qutab Institutional Area
New Delhi - 110016

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Handwritten signature
डॉ. आलोक चौधरी / Dr. Alok Choudhary
कुलसचिव (प्रशासन) / Registrar (Admin)
इन्दिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय
Indira Gandhi National Open University

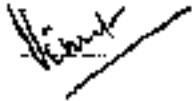
If any doubt arises as to the interpretation of the provisions of this MOU or as to the matters not provided therein, the Parties to this MOU shall consult with each other for each instance and resolve such doubt in good faith.

16. CONFIDENTIALITY:


- (i). Each party shall undertake to the other 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.
- (ii). Each party shall not disclose to any Third Party any information related to strategies, methodologies, operational information and other confidential information related to each other's plans, Programmes, etc. to any Third Party Under any circumstances whatsoever, except with prior written approval of the other Party. Should such information be required to be disclosed by the disclosing party under any laws, rules or regulations or pursuant to the order or direction of any Court, authority, tribunal or forum, government or regulatory body to whose supervisory authority the receiving Party is subject : provided that, in any such event, the disclosing Party shall give to the other Party notice in writing as soon as practicable of any disclosure, and the receiving Party shall use its best effort to obtain assurance that the disclosed information will be accorded confidential treatment ;
- (iii). The Parties shall keep confidential and shall not use for any other purpose, each other's information save and except such as is required by the law to be disclosed / divulged. The Parties shall take all reasonable steps to minimize the risk of disclosure of confidential information, by ensuring that only their employees and agents and those whose duties will require them to possess any of such information shall have access thereto, and that Parties shall ensure that such employees and agents and other personnel shall treat the same as confidential.

17. ASSIGNMENT:

It is understood by the Parties herein this MOU is based on the professional competence and expertise of each Party and hence neither Party shall transfer or assign this MOU, or rights or obligations arising hereunder, either wholly or in part, to any third party without the prior written consent of the other.


विनीत सिंगल / Vinod Singhal
सचिव / Member Secretary
भारतीय गुणवत्ता परिषद् / National Quality Council of India
विश्वविद्यालय अक्षयविद्यालय विभाग
Department of Empowerment of Persons with Disabilities (Divyangin)
समाजिक न्याय और अधिकारिता विभाग
Ministry of Social Justice & Empowerment
B-21, सुबुब इन्स्टीट्यूट ऑफ रीसेच / B-21, Ganga Institutional Area
नई दिल्ली / New Delhi-110016

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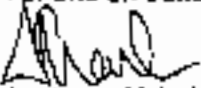
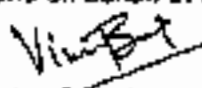
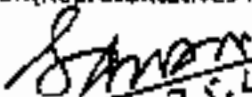

डॉ. आशोक चौधरी / Dr. Ashok Chaudhary
कुलपति (प्रशासन) / Registrar (Admin)
जि. नर्मदा राष्ट्रीय मुक्त विश्वविद्यालय
J. Narmada National Open University

This MOU is being executed simultaneously in two counterparts, each of which shall be deemed to be an original and all of which shall constitute one instrument and MOU between the Parties of both the parties in New Delhi.

This MOU is signed on the date appended herein at New Delhi.

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

SIGNED, SEALED AND DELIVERED BY:

<p>For and on behalf of IGNOU</p>  <p>Registrar (Administration), IGNOU, New Delhi. डॉ. आलोक चव्वा / Dr. Alok Chhabra कुलसचिव (प्रशासन) / Registrar (Admin) Date: 24.04.2023 प्लेस: गांधी ... / Gandhu ... / Open University ... / New Delhi-55</p> <p>In the presence of: (Representatives from IGNOU, New Delhi)</p> <p>(1). Name <u>Dr. S.K. Prasad</u> Address: <u>NEDS, IGNOU</u></p> <p>(2). Name <u>Shital K. Sharma</u> Address: <u>NEDS, IGNOU</u></p>	<p>For and on behalf of the RCI</p>  <p>Member Secretary RCI, New Delhi. विनीत सिंगल / Vineet Singh सदस्य सचिव / Member Secretary राष्ट्रीय पुनर्वास परिषद / Rehabilitation Council of India विभाग: अक्षरों के साथ विकलांगता (Devision) Date: 24.04.2023 Place: New Delhi ... / Ministry of Social Justice & Empowerment ... / B-22, Okhla Industrial Area ... / New Delhi-110027</p> <p>In the presence of: (Representatives from RCI, New Delhi)</p>  <p>(1). Name <u>Dr. Subodh Kumar</u> Address: <u>... / Dr. Subodh Kumar</u> ... / Dr. Subodh ... / Rehabilitation Council of India ... / Devison ... / Ministry of Social Justice & Empowerment ... / B-22, Okhla Industrial Area ... / New Delhi-110027</p> <p>(2). Name <u>...</u> Address: <u>...</u></p>
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MEMORANDUM OF UNDERSTANDING

(Non-financial)



INDIRA GANDHI NATIONAL OPEN UNIVERSITY (IGNOU)

And



UNITED NATIONS CHILDREN'S FUND (UNICEF) India



सत्यमेव जयते

INDIA NON JUDICIAL

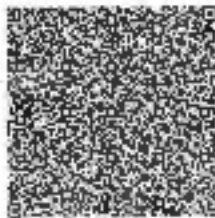
Government of National Capital Territory of Delhi

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Certificate No.	: IN-DL94284123201486U
Certificate Issued Date	: 28-Sep-2022 05:00 PM
Account Reference	: SELFPRINT (PU) dl-self/ NEHRU/ DL-DLH
Unique Doc. Reference	: SUBIN-DL DL-SELF59088311148941U
Purchased by	: VIBHASH TRIPATHI
Description of Document	: Article 5 General Agreement
Property Description	: MEMORANDUM OF UNDERSTANDING BETWEEN INDIRA GANDHI NATIONAL OPEN UNIVERSITY AND UNITED NATIONS CHILDRENS FUND (UNICEF) INDIA
Consideration Price (P's.)	: 100 (One Hundred only)
First Party	: INDIRA GANDHI NATIONAL OPEN UNIVERSITY IGNOU
Second Party	: UNITED NATIONS CHILDRENS FUND UNICEF INDIA
Stamp Duty Paid By	: INDIRA GANDHI NATIONAL OPEN UNIVERSITY IGNOU
Stamp Duty Amount (Rs.)	: 100 (One Hundred only)



₹100

SELF PRINTED CERTIFICATE TO BE VERIFIED BY THE RECIPIENT AT WWW.SHGILESTAMP.COM

IN DL 94284123201486U

Please write or type below this line

This MEMORANDUM OF UNDERSTANDING (MoU) is signed at New Delhi on 7th October, 2022 (Hereinafter, referred to as the "EFFECTIVE DATE")

BY & BETWEEN

MoU between IGNOU and UNICEF, New Delhi, Page 2

Handwritten signatures in blue ink

FIRST PARTY

Indira Gandhi National Open University, hereinafter referred to as 'IGNOU', having its headquarter office at Maidan Garhi, New Delhi-110068 is a Central University which aims to encourage, coordinate and set standards for open and distance education in India and to strengthen the human resources in India, represented through its Registrar (Administration), which expression shall unless repugnant to the subject or context mean and include its successors and assignees of the FIRST PARTY.

And

SECOND PARTY

UNICEF (UNICEF) is an international inter-governmental organization established by the General Assembly of the United Nations by resolution No. 57(1) of 11 December 1946 as a subsidiary organ of the United Nations, having its Headquarters at UNICEF House, Three United Nations Plaza, New York, 110017 and represented by the UNICEF India Country Office located at 73, Lodi Estate, New Delhi -110003 India through its authorized signatory Mr. Yasumasa Kimom, Deputy Representative – Programmes, UNICEF India, which expression unless repugnant to the context or the meaning thereof shall include its permitted assigns and successors:

The "IGNOU" and the "UNICEF" India are hereinafter collectively referred to as the "PARTIES" and individually as a "PARTY".

WHEREAS

Both IGNOU and UNICEF have through this MoU come together to develop a **Certificate Programme in Early Childhood Care and Education** of six months duration to be offered by IGNOU, as recommended in the National Education Policy (NEP), 2020 for anganwadi workers / teachers providing Early Childhood Care and Education (ECCE) to children between the age of 3-6-years in varied context as recommended in NEP, 2020 such as in (a) stand-alone Anganwadis; (b) Anganwadis co-located with primary schools; (c) pre-primary schools/sections envering at least age 5 to 6 years co-located with existing primary schools; and (d) stand-alone pre-schools - all of which would recruit workers/teachers specially trained in the curriculum and pedagogy of ECCE. Further, as recommended in NEP, 2020 this programme may be run through digital/distance mode (using DTH channels, learning management systems etc), allowing anganwadi workers/teachers to acquire ECCE qualifications with minimal disruption to their current work.

Now therefore, in consideration of mutual covenants herein contained, the parties agree as given under:

(1) Mutual Covenants:

Both the Parties agree that

- 1) IGNOU and UNICEF will design and develop this Certificate programme jointly, by pooling in their existing resources of Self Learning Materials (SLM) of IGNOU and e-content available on UNICEF's Learning Management System (LMS), respectively.

In addition, wherever required new SLM and video e-content will be created to make this programme comprehensive to meet the objectives of NEP, 2020.

- 2) The evaluation methodology of the Certificate programme will be as per the IGNOU's practice for Certificate programmes, i.e., assignments and term-end examination for theory courses, and evaluation of Internship record/ record of field-based Practical Work/Project Work. The term-end examination will be of objective multiple-choice type and the evaluation of the Internship record/ record of field-based practical work/Project Work will be decentralized at the Regional Centre/ Study Centre level.
- 3) The eligibility criteria for the Certificate programme will be successful completion of class 12th Examination by a board recognized by IGNOU, as per IGNOU's statutes and Rules & Regulations.
- 4) IGNOU will charge fees for the programme as per the decisions taken by the concerned bodies of IGNOU and the same may be revised from time to time. UNICEF will provide its resources at no cost to IGNOU for this programme.
- 5) The Certificate for the Certificate Programme in Early Childhood Care and Education will be awarded by IGNOU as per IGNOU norms.
- 6) The Programme will be regulated and the clauses of this MoU shall be subject to decisions & approvals of the statutory bodies of IGNOU.
- 7) **IGNOU's roles and responsibilities:**
 - a) Design and develop the syllabus in consultation with UNICEF
 - b) Identify the existing Self-Learning Materials (SLM) from other programmes of IGNOU for adoption and adaption and link the existing e-Content provided by UNICEF as relevant
 - c) Identify areas requiring writing of new content/making of new videos
 - d) identify the writers and editors jointly with UNICEF for the new content to be developed
 - e) Hold Expert Committee meetings and Course Writers meetings, as mandated by IGNOU, as and when required for preparation of course content and integration with the existing content and videos
 - f) Create, compose and print the SLM
 - g) Identify topics for new e-Content and prepare content singly or jointly with UNICEF, as per requirement
 - h) Identify Learner Support Centres (LSC) and Work Centres (WC) for delivery of the programme, implement the Programme through IGNOU's Regional Centres and make payments to LSC and WC as per payment norms of IGNOU, and subject to approval from the statutory authorities of IGNOU
 - i) Conduct orientation training and meeting of the academic counsellors and evaluators
 - j) Disseminate information about the programme and take publicity initiatives at national and state level to promote enrolment of anganwadi workers/teachers and other learners in the programme.



- k) Enrol students for the Certificate programme
 - l) Provide online and/or offline academic counselling to learners, including providing necessary guidance to students for Internship/ on-site Training/ field based Practical Work/ Project Work in ECCE centres, both government and private
 - m) Conduct evaluation as per its norms and issue certificate of completion, as per IGNOU's ordinance
 - n) Review and monitoring of implementation of the programme in collaboration with UNICEF
- 8) **UNICEF's roles and responsibilities :**
- a) Collaborate with IGNOU in finalising the syllabus and curriculum for the programme
 - b) Support identification of the writers and editors for creation of SLM content
 - c) Provide technical support in design and development of the Certificate programme
 - d) Enable access to UNICEF's Learning Management System (LMS) for the students enrolled in the Certificate programme
 - e) Facilitate obtaining of support from identification of Learner Support Centres and work centres for delivery of the programme in the UNICEF focus states
 - f) Facilitate and support state governments in UNICEF focus states in the implementation of the course for anganwadi workers and government school teachers.
 - g) Disseminate information at national and state level to promote enrolment of anganwadi workers/teachers and other learners in the programme.
 - h) Collaborate with IGNOU in review and monitoring of implementation of the programme

(EE) Copyright and Intellectual Property

- a) The copyright for the study materials and e content prepared by both the parties (IGNOU and UNICEF (print, audio, video) shall be held by them exclusively. Both the Parties will not make any use of the Study material prepared under this project without the permission of each other, and the use thereafter shall be subject to acknowledging the source.
- b) Any revision or modification done in SLM, videos or multimedia will be done with joint consultation.
- c) Any use of the IPR of one Party in course of achieving the objectives of this MoU, shall not be deemed to vest the ownership of intellectual property rights of the other Party. Any unauthorised attempt to use, register or attempt to register any of the IPR of a Party without express written permission of the other Party shall constitute an act of infringement of IPR of the said Party.

(EE) Coordination, Review and Monitoring

- a) A Joint Co-ordination Committee (JCC) chaired by the Vice Chancellor, or his Nominee, comprising at least four representatives each from IGNOU and UNICEF, will be set up to review & monitor the activities being undertaken as part of the MoU once in six months.



- b) IGNOU representatives will include
 - i. Director, School of Continuing Education or her/his nominee
 - ii. Programme coordinators of the Certificate Programme
 - iii. Director (Regional Services Division)
- c) UNICEF representatives will include
 - i. Chief, Education Section or nominee
 - ii. Education Specialist (ECCE)
 - iii. Education Specialist (EdTech)
 - iv. Education Specialist (from a state) - optional

(IV) Implementation and Coordination

- a) A Technical Core Group will be set which may meet more frequently as per need of the Certificate programme for its smooth functioning.
- b) This will consist of Programme Co-ordinator(s) from IGNOU, and Education Specialist from UNICEF. External Early Childhood Care and Education experts may be co-opted into the Technical Core Group based on the need by mutual consent of IGNOU and UNICEF representatives. This however shall be subject to approval from the statutory authorities of IGNOU. The Technical Core Group will report to the Joint Co-ordination Committee (JCC).

(V) Validity and Renewal

The MoU will be operational for FIVE years (from the date of signing of this MoU) and may be renewed on mutual terms agreed upon in writing by both the Parties through its authorized signatories.

(VI) Amendment

No amendment or change hereof or addition through Addendums to MoU, hereto, constituting an integral part of this MoU, 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.

(VII) Termination

- a) Any party can withdraw and terminate this MoU by providing reasonable reasons within a 60-day notice period.
- b) The parties to the MoU understand that, where a course as aforesaid is under continuance, as on the date of termination, the termination shall take effect only on completion of the subsisting course.
- c) Save as otherwise set out in this MoU, the termination of this MoU however arising is without prejudice, to the rights, duties & liabilities of either Party accrued prior to terminations.

(VIII) Indemnity



Each signatory agrees to indemnify, defend, and hold harmless the other party from and against any loss, cost, or damage of any kind (including reasonable outside attorneys' fees) to the extent arising out of its breach of this MoU, and/or its negligence or wilful misconduct.

(IX) Force Majeure

In the event of either party being rendered physically unable by force majeure to perform any obligation required to be performed by them under the contract if any, conclude the relative obligation of the party affected by such force majeure shall be suspended for the period during which such cause last. The term "Force Majeure" as employed hereinafter shall mean acts of God, Civil Riots, Fire & Flood directly affecting the performance for the MoU and Acts and regulations of the government. Upon the occurrence of such cause and upon termination, the party alleging that it has been rendered unable as aforesaid thereby shall notify the other party in writing within 15 (fifteen) days of the alleged beginning and ending thereof giving full particular and satisfactory documentary evidence in support of its claim. If services are suspended by force majeure documentary evidence in support of its claim. If services are suspended by force majeure condition lasting for more than three months, either party shall have the option of canceling this MoU in whole or part at their discretion without any liability of its part.

(X) 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) Indira Gnadhi National Open University
Main Campus, Maidan Garti,
New Delli - 110 068.
- ii) UNICEF India Country Office
73, Lodi Estate, New Delhi -110003

(XI) Confidentiality

- a) Each party hereto agrees with the other:
 - To keep information in strict confidence and secrecy.
 - Not to use the information save for complying with its obligations under this MOU.
 - Not to disclose the same to a third party other than the party's professional advisers and such employees of the other party on a need-to-know basis as per requirements of this MOU, who are under a similar duty to protect confidential information, or any third party having a legal right to obtain disclosure thereof.



- b) The restrictions contained in above clause shall apply to both the parties during the term of and for (one) year after the termination of this MOU but shall cease to apply to information or knowledge which:
- Has in it's entirety become public knowledge otherwise than through any unauthorized disclosure or other breach of such restriction.
 - The First Party has consented in writing to the same being disclosed.
 - Is or has been independently developed by the First Party without reference to or use of the confidential information.
- c) Provided that upon the expiration, cancellation or termination of this MoU, each party upon the written request of the other Party, return or destroy, to the satisfaction of the Party, all confidential information, documents, and other materials as specified by the other Party.

(XII) Dispute Resolution

- a) The parties agree to resolve any issues, dispute or conflicts that may arise in relation to the terms of this MoU in the spirit of cooperation and mutual understanding, through mutual consultation until both parties are fully satisfied.
- b) In case disputes are not resolved by mutual discussions, it shall be referred to & resolved with the adjudication of Secretary (Higher Education), Ministry of Education.

(XIII) Jurisdiction

Only the Courts at Delhi/New Delhi shall have jurisdiction to adjudicate upon the matter.

Governing Law

This MoU shall be governed and interpreted by, and construed in accordance with the substantive laws of India.

(XIV) Governing Law

This MoU shall be governed and interpreted by, and construed in accordance with the substantive laws of India.







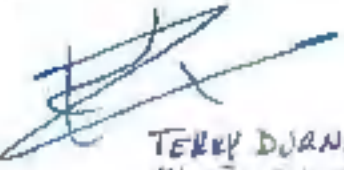
(XV) Waiver

Any law restraining the validity and enforceability of any provision of this MoU shall not affect the validity or enforceability of the remaining provisions hereof and this MoU shall be deemed as not containing the invalid provisions. The remaining provisions of this MoU 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 MoU. In such a case, the parties to this MoU shall attempt to agree on a provision, which is valid and enforceable and similar to the original provision.

(XVI) Matters Not Provided in



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

<p>Indira Gandhi National Open University (IGNOU) Maidan Garhi New Delhi-110068 (First Party)</p>	<p>UNICEF India Country Office 73, Lodi Estate New Delhi -110003 (Second Party)</p>
<p> Prof. Shaitendra Kumar Yadav Registrar (Administration) Indira Gandhi National Open University Maidan Garhi, New Delhi-110068</p>	<p>  Mr. Yasumasa Kimura Deputy Representative - Programmes UNICEF India 73, Lodi Estate New Delhi -110003</p>
<p>Witnesses 1.  KEKHA SHARMA SEN PROF & DIRECTOR, SOCE IGNOU</p>	<p>Witnesses 1.  (SWISHA AHUJA) Educational Specialist</p>
<p>2.  NEERJA CHADHA PROFESSOR, SOCE IGNOU</p>	<p>2.  TERRY DUANN, Api CHIEF EDUCATION</p>

PROGRAMME STRUCTURE FOR
BA (VOCATIONAL STUDIES) TOURISM MANAGEMENT (BAVTM)/
BA (VOCATIONAL STUDIES) MSME

Semester	Theory / Core courses & Ability Enhancement Course (AECC) offered by IGNOU	Skill Courses of Defence Services approved by AICTE / NCVET at Level – 4.5 & above	Credits
One	DSC-1 (6 credits) AECC-1 (4 credits) Environmental Study	Credit Transfer – 10 credits	20
Two	DSC-2 (6 Credits) AECC-2 (4 Credit) Communication Skill	Credit Transfer – 10 credits	20
Three	DSC-3 (6 Credits) SEC-1 (4 Credits)	Credit Transfer – 10 credits	20
Four	DSC-4 (6 Credits)	Credit Transfer – 14 credits	20
Five	DSC-5 DSC-6 (12 credits)	Credit Transfer – 08 credits	20
Six	DSC-7 DSC-8 (12 credits)	Credit Transfer – 08 credits	20
	DSC – 60 credits	CT – 60 credits	120


 प्रमुख (विद्यार्थी) का.स. / Registrar (Admin) के
 द्वारा जारी किया गया प्रमाणपत्र, IGNOU

MEMORANDUM
OF
UNDERSTANDING



BETWEEN
INDIAN NAVY (IN)
&
INDIRA GANDHI NATIONAL OPEN UNIVERSITY
(IGNOU)
FOR
AWARD OF SKILL BASED BACHELOR DEGREE TO
AGNIVEERS

MEMORANDUM
OF
UNDERSTANDING



BETWEEN

INDIAN NAVY (IN)
&
INDIRA GANDHI NATIONAL OPEN UNIVERSITY
(IGNOU)

FOR

AWARD OF SKILL BASED BACHELOR DEGREE TO
AGNIVEERS



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL35252370487470U
Certificate Issued Date	: 22-Dec-2022 10:54 AM
Account Reference	: IMPACC (IV)/ dl797803/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL DL79780344619014154168U
Purchased by	: INDIAN NAVY
Description of Document	: Article 5 General Agreement
Party Description	: Not Applicable
Confiscation Price (Rs.)	: 0 (Zero)
First Party	: INDIAN NAVY
Second Party	: INDIRA GANDHI NATIONAL OPEN UNIVERSITY
Stamps Duty Paid By	: INDIAN NAVY
Stamps Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line

MEMORANDUM OF UNDERSTANDING BETWEEN INDIAN NAVY AND IGNOU FOR AWARD OF SKILL BASED BACHELOR DEGREE FOR AGNIVEERS

This Memorandum of Understanding (hereinafter referred to as "MoU") is signed on this _____ day of _____ 2022 at New Delhi.

For Indian Navy

समयतो- १५ ए अर्वाकर
Cmde A.A. Abhyankar
कमांडर (सी० (रि०) / Cmde (NE)
नौसेना रिजर्व भद्रपुर

For IGNOU

सचिव (प्रशासन) डॉ० / Registrar (Admin) Vc
एन सी ओ एन यू

INDIA NON JUDICIAL CERTIFICATE NUMBER: IN-DL35252370487470U, ISSUED ON: 22-Dec-2022 10:54 AM, ACCOUNT REFERENCE: IMPACC (IV)/ dl797803/ DELHI/ DL-DLH, UNIQUE DOCUMENT REFERENCE: SUBIN-DL DL79780344619014154168U, PURCHASED BY: INDIAN NAVY, DESCRIPTION OF DOCUMENT: Article 5 General Agreement, PARTY DESCRIPTION: Not Applicable, CONFISCATION PRICE (RS.): 0 (ZERO), FIRST PARTY: INDIAN NAVY, SECOND PARTY: INDIRA GANDHI NATIONAL OPEN UNIVERSITY, STAMPS DUTY PAID BY: INDIAN NAVY, STAMPS DUTY AMOUNT (RS.): 100 (ONE HUNDRED ONLY)

This Memorandum of Understanding (herein after referred to as "MOU") is signed on this ____ day of _____ 2022 at New Delhi.

BY AND BETWEEN

Indian Navy (IN), an Indian Armed Force having its mailing address at Directorate of Naval Education, Integrated Headquarters of Ministry of Defence (Navy), West Block-V, RK Puram, New Delhi, India - 110066 hereinafter referred to as "IN", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successor, representatives, administrators or permitted assignees as the case may be.

....PARTY OF THE FIRST PART


And


Indira Gandhi National Open University (IGNOU), an open University at national level duly established and incorporated by Act number 50 of 1985 enacted by the Parliament of Republic of India having its Headquarter at Meidan Garhi, New Delhi, India and accredited with A++ by National Assessment and Accreditation Council (NAAC), hereinafter referred to as "IGNOU" which term shall unless repugnant to the context include its successor, representatives, administrators or permitted assignees as the case may be.

.... PARTY OF THE SECOND PART

Hereafter collectively referred to as the "Parties" and individually as the "Party".

AND WHEREAS the parties are keen to collaborate through an MoU to facilitate skill-based degree to Agniveers, as per the terms and conditions mentioned hereinafter.


जनरल ए. ए. अब्यंकर
Grade A A Abhyankar
अभ्यंकर (जी. ए. आर.) / Grade (NAE)
मौखिक शिक्षा निदेशालय
Directorate of Naval Education
एकीकृत मुख्यालय रक्षा मंत्रालय (नौसेना)
Integrated HQ MoD (Navy)


जनरल ए. ए. अब्यंकर
Grade A A Abhyankar
अभ्यंकर (जी. ए. आर.) / Grade (NAE)
मौखिक शिक्षा निदेशालय
Directorate of Naval Education
एकीकृत मुख्यालय रक्षा मंत्रालय (नौसेना)
Integrated HQ MoD (Navy)

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN BOTH THE PARTIES HERE TO AGREE AS FOLLOWS:-

Purpose of the MoU.

The objectives of the programme are to:-

- (a) Facilitate recognition of training imparted by IN to Agniveers and award of Bachelor's Degree by IGNOU under the policy of credit transfer.
- (b) Provide an academic platform to Agniveers for enhancement of their knowledge and higher education qualification.
- (c) Admit Agniveers for the Undergraduate Degrees at IGNOU in alignment with recommendations of NEP 2020 for integration of skills with higher education.

Details of the Schemes.

- (a) The scheme is meant for the serving Agniveers only.
- (b) Ministry of Education, Government of India and through its three regulatory bodies namely University Grants Commission (UGC), All India Council for Technical Education (AICTE) and National Council for Vocational Education and Training (NCVT) have given In-Principle Approval.
- (c) This scheme shall be implemented from Nov 2022 session onwards.
- (d) The skills will include both technical and non-technical skills.
- (e) The total credits based on IN training and IGNOU courses collectively would enable Agniveers to acquire the Bachelor's Degree from IGNOU.
- (f) Following programmes/ courses are offered under the scheme by IGNOU:-

- (i) Bachelor of Arts (BA).
- (ii) Bachelor of Commerce (BCOM).

 Director, Administration

(iii) Bachelor of Arts (Vocational Studies) Tourism Management (BAVTM).

(iv) Bachelor of Science – Physics, Chemistry, Mathematics, Geography, Statistics etc (BSC).

(v) Any other course mutually agreed upon, in writing.

(g) Minimum eligibility qualification for availing benefits under the scheme shall be 10+2/ twelve years of schooling/ equivalent certificate recognized by the Government. For B.Sc., the eligibility is 10+2 in Science stream (as per IGNOU norms).

(h) Duration for completion of the degree under this scheme shall be of minimum three (03) years and maximum six (06) years.

(i) There will be two cycles of admission every year i.e. July and January.

(j) The Term-end examinations shall be conducted all over the country twice every year - in June and December. The learners will have the option of appearing in the examination at any of the examination centers across the country.

(k) IGNOU component of courses shall be distributed over six semesters and shall be synchronized with the Academic/ Skill Training Programme of the *IN*.

(l) The learners shall receive academic counselling support through multiple modes, including channel-based counselling.

(m) In order to get the Bachelor's Degree from IGNOU under this scheme, learners have to successfully complete the skill component imparted by the *IN* as well as the courses under IGNOU component.

(n) There shall be a provision for Undergraduate Certificate after first year of study and Undergraduate Diploma after successful completion of second year with requisite credits earned both in *IN* skill component and IGNOU components.

(o) The list of recognized programmes/ courses / training imparted may be enhanced in future, mutually agreed upon by the Parties, in writing.

(p) The list of Degree Programmes offered under the scheme may be enhanced in future after mutual agreement between the Parties, in writing.

Methodology. Following methodology shall be adopted for implementation of the scheme:-

(a) **Registration Process.** IGNOU will intimate *IN* minimum 30 days in advance regarding opening of online portal for admission under this scheme. *IN* will ensure adequate publicity of the same within *IN* environment. Agniveers fulfilling the requisite qualification shall be eligible for admission in IGNOU's Degree Programme through the online registration with IGNOU. IGNOU will share the link with *IN* for validation of admission. Eligibility qualification and fee details shall be verified by the University before confirming admission.

(b) **Teaching-Learning Process.** The courses offered under the IGNOU component will be conducted in distance, online mode as per IGNOU norms.

(c) **Programme Assessment.**

(i) Courses opted under the *IN* component will be assessed as per norms of the *IN*.

(ii) Courses opted under the IGNOU component will be assessed as per IGNOU norms.

(d) **Credit Hours.** Calculation of credits of training in *IN* would be based on minimum hours of study i.e. 30 hours per credit in the following manner:-

(i) 20 credits per semester with 600 notional hours of study.

(ii) 40 credits per year with notional 1200 hours of study.

(iii) 3600 hours of study in three years for 120 credits.



(iv) *IN* component of 60 credits (1800 hours). In case any serving personnel has less credits from *IN* training component, he would have to appear for additional courses from IGNOU to complete the required deficiency of credits.

(v) IGNOU component will be 60 credits (1800 hours).

(e) **Fee Remittance.** Fee as prescribed by IGNOU from time to time shall be paid online by the applicants at the time of submitting their application on the admission portal of IGNOU meant for the *Agniveers*.

(f) **Program Structure : *IN* - IGNOU Bachelor's Degree Programmes.**

The structure of the *IN* - IGNOU Bachelor's Degree programmes will be as per the UGC Guidelines given at **Annexure**. The structure is subject to change from time to time as per guidelines issued by the Regulatory Authorities.

(g) **Disciplines to be Covered under the Scheme.**

(i) As part of IGNOU component following disciplines / subjects will be covered under Bachelor of Arts (BA):-

Hindi, English, Urdu, Sanskrit, Economics, History, Political Science, Public Administration, Sociology, Mathematics, Education, Tourism, Philosophy, Vocational Studies, Agriculture, Jyotish, etc.

(ii) B.Sc. Physics, Chemistry, Mathematics, Geography, Statistics etc.

(iii) Applicants registering for B.Com. and BA (Vocational) Tourism Management programmes have to study core areas related to Commerce and Tourism Management respectively.

(iv) For selection of disciplines, rules of IGNOU shall apply.

(h) **Multiple Entry and Exit.**

(i) **On completion of First and Second Semester.** Award of Undergraduate Certificate: Level - 4.5 (20 credits of IGNOU Component and 20 credits of *IN* Skill Component (CT): 40 credits).

(ii) **On completion of Third and Fourth Semester.** Award of Undergraduate Diploma: Level - 5 {20 credits IGNOU Component and 20 credits of *IN* Skill Component (CT): 40 credits}.

(iii) **On completion of Fifth and Sixth Semester.** Award of Bachelor's Degree by IGNOU: Level - 5.5 {20 credits IGNOU Component and 20 credits of *IN* Skill Component (CT): 40 credits}.

(iv) In the Grade Card issued by IGNOU, 60 credits of University component will be reflected and balance 60 credits will be shown as credits earned through skill training imparted by *IN*.

Role and Responsibilities of *IN*. The role and responsibility of *IN* is to: -

(a) Align their In-service skill training with the National Credit Framework/ National Skill Qualification Framework at Level 4.5 and above and share the same with IGNOU.

(b) Sensitize eligible learners for admission within the prescribed dates notified by IGNOU.

(c) Ensure timely admission, curriculum transaction, assessment and evaluation of their respective course components.

(d) Ensure timely transmission of credit transfer related data to the University, as per the schedule of operations of the University.

(e) Redress grievances of learners enrolled under the scheme.

Role and Responsibilities of IGNOU. The role and responsibility of IGNOU is to:-

(a) Provide separate online portal as per timelines twice every year i.e. July and January, for admission of *Agriveers* eligible for admission under credit transfer scheme for skill based bachelor degree.

(b) Issue identity cards to the enrolled learners.

(c) Ensure credit transfer of all credits earned at Level 4.5 and above as per the scheme.

(d) Provide Self Learning Material (SLM) in digital form. If required, printed SLM also to be provided.

(e) Provide two sets of printed SLM to each Learner Support Centre (LSC) for reference purpose of academic counsellors and evaluators.

(f) Undertake Continuous and Comprehensive Evaluation and conduct Term End Examinations for IGNOU components, as per IGNOU Statutes, Rules and Regulations.

(g) Monitor the curriculum transaction and examinations.

(h) Certification of successful candidates under the scheme as per IGNOU Rules and Regulations.

2. **Joint Coordination Committee.** IN and IGNOU will form a Joint Coordination Committee with following members for the purpose of discussing any issue/ matters/ problem arising from/ due to implementation of this Memorandum of Understanding (MoU).

(a) **From IN.**

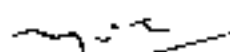
- (i) Commodore (Naval Education)
- (ii) Commander (Naval Training)
- (iii) Commander (Naval Education) - Higher Education

(b) **From IGNOU.**

- (i) Pro Vice Chancellor
- (ii) One Director
- (iii) VC, IGNOU or his nominee shall Chair the JCC.

Validity and Review. The Memorandum of Understanding (MoU) shall be effective from the date of signing and shall remain valid for five years. The MoU can be renewed on same terms and conditions or on fresh/ amended terms and conditions by mutual consent.

3. **Amendments.** IN and IGNOU shall always have the right to add, delete, amend or alter any of the terms and conditions of this Memorandum of Understanding (MoU) as may be required by service exigencies and/ or any change



made by the regulatory authority and/ or statutory changes and such terms and conditions as mutually agreed shall be reduced in writing and shall be legally binding on both the parties i.e. /N and IGNOU.

Interpretation. In case of any doubt or difference arising as to interpretation of the provision of this MoU or as to the matters not provided herein, the parties shall consult each other and resolve such doubts or differences in good faith.

0. **Force Majeure.** The failure or omission to carry out or to observe any of the terms/ provisions or conditions of this MoU during the continuance of an event of Force Majeure, as hereunder defined, or its effect, shall not give rise to any claim by either party against each other or be deemed to be a breach of this MoU, if same is caused by or arise out of Force Majeure. The term Force Majeure, as used in this MoU shall include, is not limited to the events i.e. war, hostilities, act of public enemy, or belligerents, sabotage, riot or disorder, decree, law or otherwise, act of God, fire, earthquake, storm, lightening, epidemic, explosions, accidents by fire or otherwise, or other events whether or not of the same class or kind as those set forth.

1. **Dispute Resolution.** The parties shall resort to resolve dispute arising out of implementation of this MoU, in the following manner:-

(a) In case any dispute/ claim arises between the parties or personnel with respect to the MoU, including its validity, interpretation, implementation or alleged material breach of any of its provisions or regarding a question, including the questions as to whether the termination of this MoU by one Party hereto has been legitimate; both Parties hereto shall endeavour to settle such dispute amicably by mutual consultation between the parties. Meeting for mutual consultation would be scheduled at New Delhi and such meeting will be attended by at least one senior official from each Party. In the said meeting, each side will present its dispute and the senior officials will enter into good faith negotiation in an attempt to resolve the dispute.

(b) In case the disputes are not resolved by mutual discussions, it shall be resolved with the adjudication of Secretary, Higher Education, Ministry of Education, Government of India.

2. **Governing Law and Jurisdiction.** The Memorandum shall be governed, interpreted and constructed in accordance with substantive laws of India. The parties hereby irrevocably consent to the sole jurisdiction of the Courts of Delhi only

connection with any actions or proceedings arising out or in relation to this agreement.

Confidentiality. During the validity of this MoU, any of the Parties may disclose to each other certain valuable proprietary and confidential information. Confidential/ confidential information means information or material, regardless of its form, that in accordance with the laws, regulations or policies of a Party requires protection in the interests of national security and has been so designated with a security classification. The Parties should limit disclosure of any such Confidential Information to its directors, officials, professors, scholars or employees who have a 'Need to Know' such Confidential Information, in connection with the current or contemplated relationship between the parties to which this MoU relates, and only for that purpose. The Parties agree to use the Confidential Information disclosed by any Party solely in connection with the current or contemplated relationship between the parties and not for any purpose other than as authorized by this MoU. The Parties shall keep all Confidential Information strictly confidential by using a reasonable degree of care. The Parties shall notify each other immediately upon discovery of, or suspicion of, any unauthorized use or disclosure of Confidential Information and shall cooperate with any and all efforts of the Party, whose Confidential Information is disclosed contrary to the provisions of this MoU, to regain possession of Confidential Information and prevent its unauthorized use.

Notices. Any notice required to be given under the terms of this Memorandum of Understanding (MoU) shall be in writing and delivery to the Parties at the addresses given herein below:

(a) **For IN.**

Address: The Chief of the Naval Staff
[for Commodore (Naval Education)]
Directorate of Naval Education
Integrated Headquarters of Ministry of Defence (Navy)
West Block-V
RK Puram, New Delhi - 110066



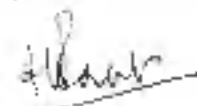

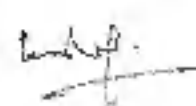

(b) **For IGNOU.**

Address: Registrar (Administration)
Indira Gandhi National Open University
Maidan Garhi
New Delhi - 110068

Indemnity. Each party shall indemnify & hold the other Party harmless from against that portion of any & all losses due to the gross negligence or willful or intentional misconduct of such indemnifying Party, as well as any losses that were caused by joint activities of the parties.

Termination. The Parties agree that this MoU can be terminated on the ground of non-execution or non-performance by any Party by mutual consent or by giving a notice of 30 (Thirty) days in writing to the other Party, without providing any reasons at any time. That in case of termination of the MoU, all relevant/ confidential information/ data provided by IN will be returned to IN to ensure the security of such information.

WITNESS WHEREOF, the parties hereto have caused this Agreement and executed by their respective duly authorized representatives on the _____ (Day), _____ (Month) and _____ (Year) mentioned herein before.

For and on-behalf of IGNOU	For and on-behalf of Indian Navy
Signature:  Name: Registrar (Admin) / IG Designation: Registrar (Admin) / IGNOU	Signature:  Name: Cmdr A.A. Abhyankar Designation: Directorate of Naval Education, Integrated HQ MoD (Navy)
Witness (1) Signature:  Name: Hema Pant Designation: Adl. Director	Witness (1) Signature:  Name: _____ Designation: _____
Witness (2) Signature:  Name: V.P. Ramesh Designation: Adl. Director	Witness (2) Signature:  Name: _____ Designation: _____

PROGRAMME STRUCTURE FOR BA/ BSC/ BCOM/ BAVTM

Semester	Theory / Core courses & Ability Enhancement Course (AECC) offered by IGNOU	Skill Courses of Indian Navy approved by AICTE / NCVET at Level - 4.5 & above	Credits
One	DSC-1 (6 credits) AECC-1 (4 credits) Environmental Study	Credit Transfer - 10 credits	20
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Three	DSC-3 (6 Credits) SEC-1 (4 Credits)	Credit Transfer - 10 credits	20
Four	DSC-4 (6 Credits)	Credit Transfer - 14 credits	20
Five	DSC-5 DSC-6 (12 credits)	Credit Transfer - 08 credits	20
Six	DSC-7 DSC-8 (12 credits)	Credit Transfer - 08 credits	20
	DSC - 60 credits	CT - 60 credits	120




 Director (Admin) NC
 64, Sector 10, Gurgaon (Haryana)



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL35427039856209U
Certificate Issued Date	: 22-Dec-2022 01:33 PM
Account Reference	: IMPACC (IVY dl)048003/ DELHR/ DL-DLH
Unique Doc. Reference	: SUBIN-DLIDL104800344983838562245U
Purchased by	: INDIAN ARMY (HQ MOD ARMY
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: INDIAN ARMY (HQ MOD ARMY
Second Party	: IGNDU
Stamp Duty Paid By	: INDIAN ARMY (HQ MOD ARMY
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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MEMORANDUM OF UNDERSTANDING BETWEEN

Indira Gandhi National Open University (IGNOU)
Maldan Garhi, New Delhi - 110068

AND

Indian Army, Integrated Headquarters of Ministry of Defence (Army)
DHQ PO New Delhi - 110011

आर. पुलरिजम / R Pularjenam
मेजर जनरल / Maj Gen

2 DEC 2022

11/11/2022 11:33:33 AM

11/11/2022 11:33:33 AM

This Memorandum of Understanding (herein after referred to as "MOU") is signed on this ___ day of _____ at Delhi by and between;

Indian Army (IA), an Indian Armed Force having its mailing address at Additional Directorate General of Army Education, Integrated HQ of MoD (Army), Room No 703, 7th Floor, A Wing, Sena Bhawan (hereinafter referred to as "INDIAN ARMY" which expression shall unless repugnant to the context include its successor, representatives, administrators and permitted assign) and represented through its Additional Director General of Army Education of the FIRST PART;

And

Indira Gandhi National Open University (IGNOU), an open University at national level duly established and incorporated by Act number 50 of 1985 enacted by the Parliament of Republic of India having its headquarter at Maidan Garhi, New Delhi, India and accredited with A++ by National Assessment and Accreditation Council (NAAC) (hereinafter referred to as "IGNOU" which term shall unless repugnant to the context include its successor, representatives, administrators and permitted assign) and represented through its Registrar Administration, of the SECOND PART;

'INDIAN ARMY' and 'IGNOU' are hereinafter collectively referred to as the "Parties" and individually as the "Party".

AND WHEREAS the parties are keen to collaborate through an MoU to facilitate skill-based degree to INDIAN ARMY personnel as per the terms and conditions mentioned hereinafter.

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL CONVENANTS CONTAINED HEREIN BOTH THE PARTIES HERE TO AGREE AS FOLLOWS:

1. **Purpose of the MoU :**

The objectives of the programme are to:

- (a) Facilitate an academic platform to willing INDIAN ARMY personnel (under Agnipath scheme) for enhancement of their knowledge and higher education qualification.



Signature of the Additional Director General of Army Education, Indian Army.

Signature of the Registrar, IGNOU.
आर. पुतारजुन/ R. Putarjunar
मेजर जनरल / Maj Gen

(b) Facilitate admission of willing INDIAN ARMY personnel in the Higher Education Programme Undergraduate at IGNOU in alignment with recommendations of NEP 2020 for integration of skills with higher education.

(c) Facilitate recognition of training imparted by INDIAN ARMY to its personnel and award of Higher Education Certification by IGNOU under the policy of credit transfer.

2. Details of the Schemes:

(a) The scheme is applicable to Agniveers only.

(b) Ministry of Education, Government of India three regulatory bodies namely University Grants commissions (UGC), All India Council for Technical Education (AICTE) and National Council for Vocational Education and Training (NCVET) have given In-Principle Approval.

(c) The scheme shall be implemented from session _____ onwards.

(d) There will be two cycles of admission every year i.e. July and January.

(e) The skills will include both technical and non-technical skills.

(f) The total credits based on INDIAN ARMY training and IGNOU courses collectively would enable serving INDIAN ARMY personnel to acquire the Higher Education Certification from IGNOU.

(g) Following programmes/courses are offered under the scheme by IGNOU :-

(i) Bachelor of Arts (BA), PG Diploma, Certificate Course.

(ii) Bachelor of Commerce (B.Com).

Bachelor of Arts (Vocational Studies).

B.Sc. Physics, Chemistry, Mathematics, Geography, Statistics

Any other course mutually agreed upon, in writing.



[Signature]
आर. मुस्ताजुनम R. Pustarju
मेजर जनरल (Maj Gen)
आर. प्रशासनिक सेवा बिहार

(h) Minimum eligibility qualification for availing benefits under the scheme shall be 10+2/ twelve years of schooling/ equivalent certificate recognized by the Government. For B.Sc. the eligibility is 10+2 in science stream (as per IGNOU norms).

(i) Duration for completion of the degree under this scheme shall be as per norms laid down by IGNOU minimum three (03) years and maximum six (06) years.

(j) The Term-end examinations shall be conducted all over the country twice every year – in June and December. The learners will have the option of appearing in the examination at any of the recognised examination centers across the country in those of IA, IAF and IN.

(k) IGNOU component of courses shall be distributed over six semesters and shall be synchronized with the Academic/ Skill Training Programme of the INDIAN ARMY.

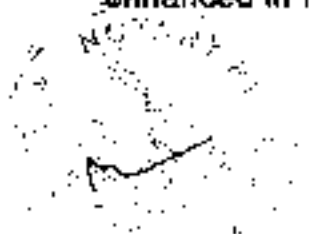
(l) The learners shall receive academic counselling support through multiple modes, including channel-based counseling.

(m) In order to get the Certification for the course (so opted by a candidate of IA) Bachelor's Degree from IGNOU under this scheme, learners have to successfully complete the skill component imparted by the INDIAN ARMY as well as the courses under IGNOU component.

(n) The list of recognized programmes/courses / training imparted may be enhanced in future, mutually agreed upon by the Parties, in writing.

(o) There shall be a provision for undergraduate certificate after first year of study and undergraduate diploma after successful completion of second year with requisite credits earned both in INDIAN ARMY skill component and IGNOU components.

(p) The list of Degree programmes offered under the scheme may be enhanced in future after mutual agreement between the Parties, in writing.



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आर. पुर्नजित् / R. Purnajit
मेजर जनरल / Maj Gen
अपर महासैनिक सेवा विभाग

3. **Methodology.** Following methodology shall be adopted for implementation of the scheme:-

(a) **Registration Process.** IGNOU will intimate INDIAN ARMY minimum 45/60 days in advance regarding opening of online portal for admission under this scheme. INDIAN ARMY will ensure adequate publicity of the same within INDIAN ARMY environment. INDIAN ARMY personnel fulfilling the requisite qualification and willing for the degree shall be eligible for admission in IGNOU's Degree Programme through the online registration with IGNOU. IGNOU will share the link with INDIAN ARMY for validation of admission. Eligibility qualification and fee details shall be verified by the University before confirming admission.

(b) **Teaching-Learning Process.** The courses offered under the IGNOU component will be conducted in distance and online mode as per IGNOU norms.

(c) **Programme Assessment.**

(i) Courses opted under the INDIAN ARMY component will be assessed as per norms of the INDIAN ARMY.

(ii) Courses opted under the IGNOU component will be assessed as per IGNOU norms.

(d) **Credit Hours.** Calculation of credits of training in INDIAN ARMY would be based on minimum hours of study i.e. 30 hours per credit as given below :-

(i) Mere of 60 credit pts accumulated by through trg in IA would be considered for award of suitable Higher Education Certification by IGNOU.

(ii) 20 credits per semester with 600 notional hours of study.

(iii) 40 credits per year with notional 1200 hours of study.

(iv) 60 credits per year with notional 1800 hours of study.

(v) 120 credits in three years 3600 hours of study.

(vi) In case any serving personnel has less credits from INDIAN ARMY training component, he would have to appear for additional courses from IGNOU to complete the required deficiency of credits.



22 DEC 2022

Signature and stamp of the official.

आर. सुककुमार/स.प.पू
मेजर जनरल/Maj Gen
अपर महाविदेशी सेवा वि

(e) **Fee Remittance.** Fee as prescribed by IGNOU from time to time shall be paid online by the applicants at the time of submitting the application on the admission portal of IGNOU meant for the INDIAN ARMY personnel.

(f) **Program Structure : INDIAN ARMY - IGNOU (Higher Education Programmes).**

The structure of the INDIAN ARMY - IGNOU Higher Education Programmes will be as per the UGC Guidelines given in **Annexure-A**. The structure is subject to change from time to time as per guidelines issued by the Regulatory Authorities.

(g) **Disciplines to be Covered under the Scheme.**

(i) In the first phase starting from session _____ as part of IGNOU component all disciplines / subjects will be covered under Bachelor of Arts (BA).

(ii) For selection of disciplines, rules of IGNOU shall apply.

(iii) Applicants registering for B.Com and BA (Vocational) Tourism Management programmes have to study core areas related to Commerce and Tourism Management respectively.

(iv) B.Sc Physics, Chemistry, Mathematics, Geography, Statistics etc.

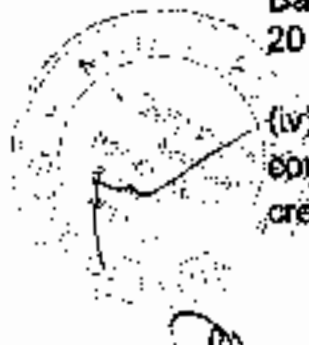
(h) **Multiple Entry and Exit.**

(i) **On completion of First and Second Semester** Award of **Undergraduate Certificate**: {20 credits of IGNOU Component and 20 credits of INDIAN ARMY Skill Component (CT): 40 credits}.

(ii) **On completion of Third and Fourth Semester** Award of **Undergraduate Diploma**: {20 credits IGNOU Component and 20 credits of INDIAN ARMY Skill Component (CT): 40 credits}.

(iii) **On completion of Fifth and Sixth Semester** Award of **Bachelor's Degree by IGNOU**: {20 credits IGNOU Component and 20 credits of INDIAN ARMY Skill Component (CT): 40 credits}.

(iv) In the Grade Card issued by IGNOU, 60 credits of University component will be reflected and balance 60 credits will be shown as credits earned through skill training imparted by INDIAN ARMY.



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मेजर जनरल / Maj Gen

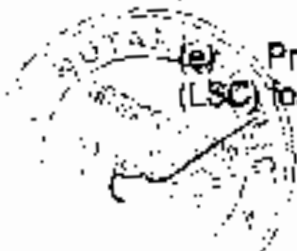
(v) In case Agniveer are not able to complete their study, they will be awarded UG Certificate/Diploma (as the case may be) and shall exit from the scheme. They will be allowed to complete their remaining study in IGNOU in any of the Study Centres subject to fulfillment of credit pts.

4. **Role and Responsibilities of INDIAN ARMY.** The role and responsibility of INDIAN ARMY is to: -

- (a) Align their in-service skill training with the National Credit Framework/ National Skill Qualification Framework at level 4.5 and above and share the same with IGNOU.
- (b) Sensitize eligible and willing learners for admission within the prescribed dates notified by IGNOU.
- (c) Facilitate timely admission, curriculum transaction, assessment and evaluation of their respective course components.
- (d) Ensure timely transmission of credit transfer related data to the University, as per the schedule of operations of the University.
- (e) Redress grievances of learners enrolled under the scheme.

5. **Role and Responsibilities of IGNOU.** The role and responsibility of IGNOU is to:-

- (a) Provide separate online portal as per timelines twice every year i.e. July and January, for admission of INDIAN ARMY personnel eligible for admission under credit transfer scheme for all courses.
- (b) Issue identity cards to the enrolled learners.
- (c) Ensure credit transfer of all credits earned at level 4.5 and above as per the scheme.
- (d) Provide self-learning material (SLM) in digital form. If required, printed SLM also to be provided.
- (e) Provide two sets of printed SLM to each Learner Support Centre (LSC) for reference purpose of academic counselors and evaluators.




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Signature


आर. पुराजित सिंह / R Putarjit
मेजर जनरल / Maj Gen

(f) Undertake the continuous and comprehensive evaluation conduct term end examinations for IGNOU components, as per IGM Statutes, Rules and Regulations.

(g) Monitor the curriculum transaction and examinations.

(h) Certifications of successful candidates under the scheme as IGNOU Rules and Regulations.

6. **Joint Coordination Committee.** INDIAN ARMY and IGNOU will for Joint Coordination Committee. The JCC will be chaired by VC IGNOU or nominee. The JCC will have two members for the purpose of discussing any issues/ matters/ problem arising from/ due to implementation of this Memorandum Understanding (MoU) :-

(a) **For INDIAN ARMY.**

(i) Brigadier Army Education (Brig AE)

(ii) Colonel (Army Education)

(b) **For IGNOU.**

(i) Pro Vice Chancellor

(ii) One Director

7. **Validity and Review.** The Memorandum of Understanding (MoU), shall be effective from the date of signing and shall remain valid for five years. MoU can be renewed on same terms and conditions or on fresh/amended terms and conditions by mutual consent.

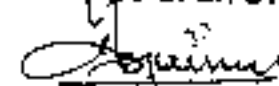
8. **Amendments.** INDIAN ARMY and IGNOU shall always have the right to add, delete, amend or alter any of the terms and conditions of this Memorandum of Understanding (MoU) as may be required by service exigencies and/ or change made by the regulatory authority and/ or statutory changes and its terms and conditions as mutually agreed shall be reduced in writing and shall be legally binding on both the parties i.e. INDIAN ARMY and IGNOU.

9. **Interpretation.** In case of any doubt or difference arisen as interpretation of the provision of this MoU or as to the matters not provided herein the parties shall consult each other and resolve such doubts or differences in good faith.

10. **Force Majeure.** The failure or omission to carry out or to observe any of the terms/ provisions or conditions of this MoU during the continuance of an event

22 DEC 2022

 R. P. Singh


आर. पुनर्जित/ R. P. Singh
मेजर जनरल/ Maj Gen

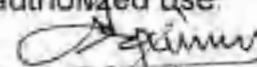
of Force Majeure, as hereunder defined, or its effect, shall not give rise to any claim by either party against each other or be deemed to be a breach of this MoU, if same is caused by or arise out of Force Majeure. The term Force Majeure, as used in this MoU shall include, is not limited to the events i.e. War, hostilities, act of public enemy, or belligerents, sabotage, riot or disorder, decree, law or otherwise, act of God, fire, earthquake, storm, lightening, epidemic, explosions, accidents by fire or otherwise, or other events whether or not of the same class or kind as those set forth.

11. **Dispute Resolution**. The parties shall resort to resolve dispute arising out of implementation of this MoU, in the following manner :-

(a) In case any dispute/ claim arises between the parties or personnel subject/ with respect to the MoU, including its validity, Interpretation, implementation or alleged material breach of any of its provisions or regarding a question, including the questions as to whether the termination of this MoU by one Party hereto has been legitimate; both Parties hereto shall endeavour to settle such dispute amicably by mutual consultation between the parties. Meeting for mutual consultation would be scheduled at New Delhi and such meeting will be attended by at least one senior official from each party. In the said meeting, each side will present its dispute and the senior officials will enter into good faith negotiation in an attempt to resolve the dispute.

(b) In case the disputes are not resolved by mutual discussions, it shall be resolved with the adjudication of Secretary, Higher Education, Ministry of Education, Government of India.

12. **Confidentiality**. During the validity of this MoU, any of the Parties may disclose to each other certain valuable proprietary and confidential information. The Parties should limit disclosure of any such Confidential Information to its directors, officials, professors, scholars or employees who have a 'Need to Know' such Confidential Information, in connection with the current or contemplated relationship between the parties to which this MoU relates, and only for that purpose. The Parties agree to use the Confidential Information disclosed by any Party solely in connection with the current or contemplated relationship between the parties and not for any purpose other than as authorized by this MoU. The Parties shall keep all Confidential Information strictly confidential by using a reasonable degree of care. The Parties shall notify each other immediately upon discovery of, or suspicion of, any unauthorized use or disclosure of Confidential Information and shall cooperate with any and all efforts of the Party, whose information is disclosed contrary to the provisions of this MoU, regain possession of Confidential Information and prevent its unauthorized use.


आर. पुतर्जुलम / R Putarjullam
मेजर जनरल / Maj Gen
अपर महानिदेशक रोना शिक्षा
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13. **Notices.** Any notice required to be given under the terms of this Memorandum of Understanding (MoU) shall be in writing and delivery to the 'parties' at the address given herein below:-

(a) **For INDIAN ARMY.**

Address: Additional Directorate General of Army Education
General Staff Branch
Room No 701, 7th Floor, A Wing
Sana Bhawan, New Delhi-110011
Attn : Col AE-2

(b) **For IGNOU.**

Address: Registrar (Administration)
Indira Gandhi National Open University
Maldan Garhi
New Delhi-110068

14. **Indemnity.** Each party shall indemnify & hold the other Party harmless from & against that portion of any & all losses due to the gross negligence or wilful or intentional misconduct of such Indemnifying Party, as well as any losses that were not caused by joint activities of the parties.



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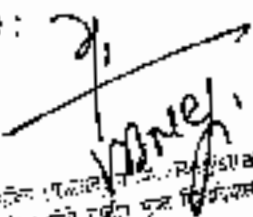
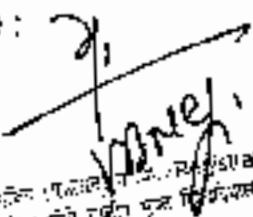

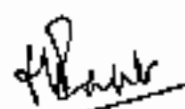
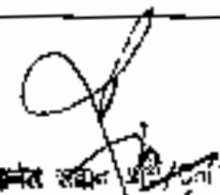
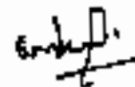
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उप. पुतर्जुनम / R Putarjunam
मेजर जनरल / Maj Gen
अपर महानिदेशक रक्षा शिक्षा

IN WITNESS WHERE OF, the parties through their authorised representative have executed this Memorandum of Understanding at Delhi on the ___ day ___ month and ___ year mentioned herein before.


For and on behalf of IGNOU	For and on behalf of Indian Army
<p>Signature : </p> <p>Name : </p> <p>Designation :</p>	<p>Signature : </p> <p>Name : आर. पुतर्जुनम / R Putarjunam मेजर जनरल / Maj Gen अपर महानिवेशक सेना शिक्षा</p> <p>Designation : Addl DG AE एकीकृत मुख्यालय रक्षा मंत्रालय सेना HQ of MoD (Army) नई दिल्ली / New Delhi - 110011</p>
<p>Witness (1)</p> <p>Signature : </p> <p>Name : Br. Hema Pant</p> <p>Designation : Adl. Director</p>	<p>Witness (1)</p> <p>Signature : </p> <p>Name : आर. पुतर्जुनम / R Putarjunam मेजर जनरल / Maj Gen अपर महानिवेशक सेना शिक्षा</p> <p>Designation : Addl DG AE एकीकृत मुख्यालय रक्षा मंत्रालय सेना HQ of MoD (Army) नई दिल्ली / New Delhi - 110011</p>
<p>Witness (2)</p> <p>Signature : </p> <p>Name : Dr. V.P. Rangan</p> <p>Designation : Adl. Director</p>	<p>Witness (2)</p> <p>Signature :</p> <p>Name :</p> <p>Designation :</p>

22 DEC 2022

PROGRAMME STRUCTURE FOR BA

Semester	Theory / Core courses & Ability Enhancement Course (AECC) offered by IGNOU	Skill Courses of Defence Services approved by AICTE / NCVET at Level – 4.5 & above	Credits
One	DSC-1 (6 credits) AECC-1 (4 credits) Environmental Study	Credit Transfer – 10 credits	20
Two	DSC-2 (6 Credits) AECC-2 (4 Credit) Communication Skill	Credit Transfer – 10 credits	20
Three	DSC-3 (6 Credits) SEC-1 (4 Credits)	Credit Transfer – 10 credits	20
Four	DSC-4 (6 Credits)	Credit Transfer – 14 credits	20
Five	DSC-5 DSC-6 (12 credits)	Credit Transfer – 08 credits	20
Six	DSC-7 DSC-8 (12 credits)	Credit Transfer – 08 credits	20
	DSC – 60 credits	CT – 60 credits	120

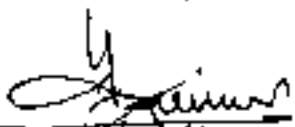

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आर. पुतार्जुनन / R Putarjunani
मेजर जनरल / Maj Gen
अपर महाविदेशक सेवा शिक्षा
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PROGRAMME STRUCTURE FOR B. COM

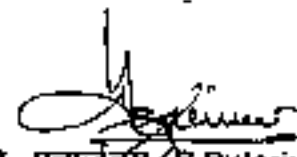
Semester	Theory / Core courses & Ability Enhancement Course (AECC) offered by IGNOU	Skill Courses of Defence Services approved by AICTE / NCVET at Level – 4.5 & above	Credits
One	DSC-1 (6 credits) AECC-1 (4 credits) Environmental Study	Credit Transfer – 10 credits	20
Two	DSC-2 (6 Credits) AECC-2 (4 Credit) Communication Skill	Credit Transfer – 10 credits	20
Three	DSC-3 (6 Credits) SEC-1 (4 Credits)	Credit Transfer – 10 credits	20
Four	DSC-4 (6 Credits)	Credit Transfer – 14 credits	20
Five	DSC-5 DSC-6 (12 credits)	Credit Transfer – 08 credits	20
Six	DSC-7 DSC-8 (12 credits)	Credit Transfer – 08 credits	20
	DSC – 60 credits	CT – 60 credits	120

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 10/10/2023
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 आर. पुतार्जुनम / R Putarjunam
 मेजर जनरल / Maj Gen
 अपर महानिदेशक सेवा शिक्षा
 Addl DG AE
 एकीकृत शिक्षण संयंत्र, दिल्ली

PROGRAMME STRUCTURE FOR BSC

Semester	Theory/Practical/ Core courses & Ability Enhancement Course (AECC) offered by IGNOU	Skill Courses of Defence Services approved by AICTE / NCVET at Level – 4.5 & above	Credits
One	DSC-1 (6 credits) AECC-1 (4 credits) Environmental Study	Credit Transfer – 10 credits	20
Two	DSC-2 (6 Credits) AECC-2 (4 Credit) Communication Skill	Credit Transfer – 10 credits	20
Three	DSC-3 (6 Credits) SEC-1 (4 Credits)	Credit Transfer – 10 credits	20
Four	DSC-4 (6 Credits)	Credit Transfer – 14 credits	20
Five	DSC-5 DSC-6 (12 credits)	Credit Transfer – 08 credits	20
Six	DSC-7 DSC-8 (12 credits)	Credit Transfer – 08 credits	20
	DSC – 60 credits	CT – 60 credits	120




ओर. पुनार्जुनम / Pularjunam
मेजर जनरल / Maj Gen
अपर महाविदेशिक सेवा शिक्षा
Addl DG AE

PROGRAMME STRUCTURE FOR BA (VOCATIONAL STUDIES)
TOURISM MANAGEMENT (BAVTM)

Semester	Theory / Core courses & Ability Enhancement Course (AECC) offered by IGNOU	Skill Courses of Defence Services approved by AICTE / NCVET at Level – 4.5 & above	Credits
One	DSC-1 (6 credits) AECC-1 (4 credits) Environmental Study	Credit Transfer – 10 credits	20
Two	DSC-2 (6 Credits) AECC-2 (4 Credit) Communication Skill	Credit Transfer – 10 credits	20
Three	DSC-3 (6 Credits) SEC-1 (4 Credits)	Credit Transfer – 10 credits	20
Four	DSC-4 (6 Credits)	Credit Transfer – 14 credits	20
Five	DSC-5 DSC-6 (12 credits)	Credit Transfer – 08 credits	20
Six	DSC-7 DSC-8 (12 credits)	Credit Transfer – 08 credits	20
	DSC – 60 credits	CT – 60 credits	120

Signature
Date
Place


आर. पुतारजुनम / Ar. Putarjunam
मेजर जनरल / Maj Gen
अपर महासिंह/अधीनस्थ
A&B DGAE

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IGNOU

EXTRACT OF THE MINUTES OF 151ST MEETING OF THE BOARD OF MANAGEMENT HELD ON 22.08.2022

- ITEM NO. 25
- (1) TO RATIFY THE MOU BETWEEN IGNOU AND CSU FOR MUTUAL COLLABORATION FOR OFFERING IGNOU COURSES UNDER THE DISTANCE AND E- LEARNING PROGRAMMES TO THE STUDENTS OF CSU
 - (2) TO RATIFY THE MOU SIGNED BETWEEN MSDE AND IGNOU FOR OPENING IGNOU-MSDE CENTRES AND THE FOLLOW-UP ACTION INITIATED UNDER THE MOU
 - (3) TO CONSIDER THE PROPOSAL FOR SIGNING OF MOU AND COLLABORATION BETWEEN IGNOU AND NSDC
 - (4) TO CONSIDER THE DRAFT MOU TO BE SIGNED WITH THE DEFENCE FORCES FOR OFFERING SPECIALLY DESIGNED SKILL BASED BACHELOR'S DEGREE PROGRAMME FOR THE SERVING DEFENCE FORCES PERSONNEL.

M 151.25.1 The Board ratified the MOUs signed with the following institutions:

- (1) The MoU between IGNOU and CSU for mutual collaboration for offering IGNOU courses under the Distance and e-Learning programmes to the students of CSU
- (2) The MoU signed between MSDE and IGNOU for opening IGNOU-MSDE Centres and the follow-up action initiated under the MoU

M 151.25.2 The Board also approved the MOUs with the following institutions:

- (1) MoU between IGNOU and NSDC
- (2) MOU with the Defence Forces for offering specially designed Skill Based Bachelor's Degree Programme for the serving Defence Forces personnel