



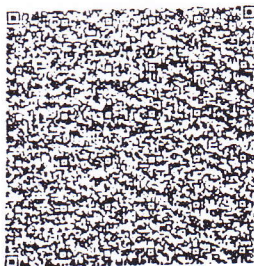
सत्यमेव जयते

## INDIA NON JUDICIAL

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 Description of Document : Article 5 General Agreement  
 Property Description : Not Applicable  
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 (Zero)  
 First Party : Indira Gandhi National Open University  
 Second Party : Kendriya Vidyalaya Sangathan  
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 Stamp Duty Amount(Rs.) : 100  
 (One Hundred only)



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### MEMORANDUM OF COLLABORATION (MoC)

This agreement is executed on the Twenty Eighth (28) day of August 2014.

#### 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 (here after referred to as "IGNOU" represented by Registrar (Admin.) 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

Kendriya Vidyalaya Sangathan, New Delhi, India, an organization incorporated under the provisions of Societies of Registration Act, 1860 an Autonomous Body under the Ministry of HRD having its registered office at 18, Institutional Area, Shantee Jeet Singh Marg, New Delhi-110016

#### Statutory Alert

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जो के श्रीवास्तव आइए एलएलओ, J. K. Srivastava IAS

अपर अयुक्त (प्रशासन) सरकार, And Commissioned (Admin. & VC)

श्रीवास्तव आइए एलएलओ, J. K. Srivastava IAS

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Thereafter referred to as "Parties" represented by Addl. Commissioner (Admin.) who is not an officer excluded by or repugnant to the meaning of context thereof, be deemed to include its succession and assignment to the other party.

Whereas,

IGNOU was established in the year 1985 to democratize higher education and it has been a pioneer in distance education and has over 2.4 million students. The University has an effective network of 67 regional centres and over 3000 learner support centres in India. It uses state of the art telecommunication system which helps the University to reach out to the rural areas of India. Quality and equity have been the guiding principles behind its endeavors and whereas, IGNOU's mission is to advance the frontiers of knowledge and promote its dissemination through sustainable open and distance learning systems seamlessly accessible to all.

Whereas KVS is the pioneer in the field of education and is presently involved in imparting school education to more than 1 million students through its network of 1068 schools known as Kendriya Vidyalayas spread across the country and 03 abroad. KVS is having a workforce of 45000 staff including 40000 plus teachers.

Collectively, referred to as "Parties"

WHEREAS both the above mentioned parties signed an MOU dated 14.03.2011 with the objectives TO DESIGN, ORGANIZE AND IMPART TRAINING PROGRAMME FOR TEACHERS OF KENDRIYA VIDYALAYA SANGATHAN AT STUDY CENTRES OF IGNOU AND ZIETs OF KENDRIYA VIDYALAYA SANGATHAN.

- 1.1 **Training Design:** Six Months duration including at least 15 days face to face programme with pre-training assessment and post-training follow-up, feedback cum assessment.
- 1.2 **Target Group:** Primary Teachers, Trained Graduate Teachers and Post Graduate Teachers sponsored by KVS.
- 1.3 **Medium of Instruction:** Other than languages, medium of instruction will be English.

The MOU dated 14.03.2011 was entered into for a period of three years from the date of its signing which expired on 13.03.2014 and now both the above mentioned parties are desirous and willing to continue their relations with each other for the continuation of the activities as initiated by them pursuant to the MOU dated 14.3.2011 for a further period of three years by entering and signing the present MOC.

Now therefore this MOC witnesses as follows:

2.

**Term and conditions**

- 2.1 **Training Fee:** Training Fee will be decided from time to time on mutual agreement basis by the Joint Coordination Committee.
- 2.2 **Joint Coordination Committee (JCC):** A JCC consisting of representatives from IGNOU and KVS shall be formed by the Vice-Chancellor, IGNOU and the Commissioner, KVS to prepare appropriate modalities of Training Programmes and its smooth conduct at various centres of IGNOU and ZIETs of KVS.
- 2.3 **Performance Evaluation Review:** KVS shall carry out performance evaluation of all Training Programmes transacted by IGNOU at regular intervals.
- 2.4 KVS shall pay 50% of the training fee in advance before commencement of the training and 50% at the completion of the training programme. In case, KVS fails to sponsor candidate for training, 40% of the advance paid shall be deducted by the IGNOU and remaining amount will be refunded to the KVS. If IGNOU fails to commence the training programme for whatever reason the advance shall be refunded to the KVS with interest as per the existing bank rate scheduled date of

जी.के. श्यामसुंदर आइ.ए.एस. / G. K. Shyamshundar, IAS  
आ. अ. अ. (प्रशासनिक व वित्त) / Add. Commissioner (Admin. & Vg.)  
केंद्रीय विद्यालय संगठन (HQ)  
12, मनुजपुरा रोड, अहमदाबाद, गुजरात  
16, Institutional Area, Shantecor, Jeeb Singh Marg,  
नई दिल्ली-110016 New Delhi-110016

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commencement of the programme till the date of refund of advance. The interest rates may be changed with mutual agreement. No interest should be payable, if the programme will not be commenced in the event of force Majeure, the date of commencement of the training programme may be changed with mutual consent.

### 3. Responsibilities of parties

- 3.1 **Training Modules** – IGNOU will develop suitable training modules for various cadres of KVS teachers in consultation with the officers of Kendriya Vidyalaya Sangathan.
- 3.2 **Training Centres** – Different study centres of IGNOU and ZIETs of KVS will be the venues for conduct of various training programmes.
- 3.3 **Arrangement of Board & Lodging** – In ZIET of KVS, arrangement of Board & lodging shall be made by KVS. If the venue is fixed in study centres of IGNOU board lodging arrangement will be made by IGNOU.
- 3.4 **Expenses on Board & Lodging** – Expenses to be incurred on participants towards board & lodging will be made by KVS irrespective of the arrangement made by KVS or IGNOU.
- 3.5 **Programme Coordinator**- KVS will appoint programme coordinators during face to face programme for each training programme and will provide feedback to the IGNOU.
- 3.6 **Professional Practice**- The IGNOU shall adhere to professional standards and observe sound academic and training practices.
- 3.7 **Assessment Transaction Evaluation and Certification**- IGNOU, in consultation with KVS shall devise modules and system for pre training assessment of KV teachers, transact face to face training, evaluate and shall issue a certificate to every participant after successful completion of the training programme. IGNOU may fix a benchmark for successful completion of the programme to award such certificates.
- 3.8 **Rates and Taxes**- Rates are in Indian rupees and taxes as applicable shall be payable by KVS.

4. **Validity:** The agreement shall remain valid for a period of three (3) years from 14<sup>th</sup> March 2014 and can be renewed further on mutually negotiated terms and conditions.

5. **Intellectual Property and Copy Rights:** IGNOU shall have all Intellectual Property Rights and Copy Rights in modules prepared for and under this MoC.

6. **Indemnity:** KVS shall indemnify, defend and hold harmless from and against any and all claims, demands, liabilities, settlements, damages, costs and expenses including reasonable Attorney's fees and expenses arising out of, or in way connected with any default, breach or negligent, non performance of this MOC or any negligent act or omission on part of KVS, its agents and employees arising out of this MOC. It shall be at IGNOU's discretion to enforce a penalty to make up for the losses incurred due to any of the above reasons.

### 7. Termination

The MoC/Agreement stands automatically terminated in case KVS does not sponsor candidates for training or the KVS fails to conduct training for the sponsored candidates as per decision taken by the Joint Coordination Committee. Either party may terminate this MoC/Agreement any time by serving a notice in writing on the other party of not less than 90 days. KVS shall not sponsor any new trainees subsequent to the date of termination notice. However, both parties shall continue to stand committed, with regard to trainees who have already been sponsored under the programmes, till the date of notice served, to complete the programme for such trainees till the completion of their programme and their certification.

जी० के० श्रीवास्तव, आई० ए० एस० / G. K. Srivastava, IAS  
जोता अधिका (प्रशासन) - गलकटा / Add: Commissioner (Admin. & Vig.)  
केंद्रीय विद्यालय संगठन (HQ) / Kendriya Vidyalaya Sangathan (HQ)  
18, तन्मयक हट, शाहीर जेत सिंह मार्ग  
18, Institutional Area, Shaheed Jai Singh Marg  
नई दिल्ली-110016 / New Delhi-110016

डॉ. एर्नेस्ट समुअल राइनकुमार  
Dr. Ernest Samuel Rainakumar  
कुलपति (प्रशासन) / Registrar (Admin.)  
इन्दिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय  
Indira Gandhi National Open University  
वेदमन गढ़ी, नई दिल्ली-68  
New Delhi-68

either party may terminate the MoC agreement by providing the other party with 90 day advanced notice. Such termination shall take effect at the end of the 90 day period or the end of the programme if progress at that time will have not occur later.

- i. However, either party shall be entitled to terminate the MoC immediately, and without further notice in the event of the other party committing a material breach of the terms and conditions of the MoC and failing to remedy such breach within 60 (sixty) day after receipt of written notice calling upon such party to remedy the breach complained of.
- ii. The Termination of this MoC for whatever reasons, will not affect the right of a party, which might have accrued at the date of termination and will further not affect any rights which specifically or by their nature survive the termination of this MoC.

However in case of termination of this MoC for any reason, the responsibilities of each party shall continue up to completion of the training of the running batch.

#### 8. Amendment

The obligations of KVS and IGNOU have been outlined in this MoC. However, during the operation of MoC circumstances may arise which may call for alterations or modifications on this agreement. These alterations will be mutually discussed and agreed upon in writing. No Amendment/change thereof or addition hereto shall be effective or binding on either of the parties hereto unless set in writing and executed by the duly authorized representatives of each of the parties hereto.

#### 9. Matters Not Providing in

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

#### 10. Further Acts and Assurances


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

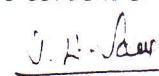
#### 11. Notices

All notices, requests of other communications hereunder shall be in writing, address to the parties as follows:

If to IGNOU	Registrar (Administration), Indira Gandhi National Open University, Maidan Garhi, New Delhi-110068
If to KVS	Addl. Commissioner (Administration), or Joint Commissioner (Training), Kendriya Vidyalaya Sangathan, 18 Institutional Area, Shaheed Jeet Singh Marg, New Delhi-110016

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

 जी. के. श्रीवास्तव आई. ए. एस. (G. K. Shrivastava, IAS)  
आ.क. (प्रशासन) आ.क. (प्रशासन) (Adm. & Vis.)  
केंद्रीय विद्यालय संगठन (HQ) Kendriya Vidyalaya Sangathan (HQ)  
18, संस्थान क्षेत्र, शाहीद जेत सिंह मार्ग  
16 Institutional Area, Shaheed Jeet Singh Marg,  
नई दिल्ली-110016 New Delhi-110016

 J. K. Shrivastava  
ज. के. श्रीवास्तव आई. ए. एस. (J. K. Shrivastava, IAS)  
आ.क. (प्रशासन) आ.क. (प्रशासन) (Adm. & Vis.)  
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## 13.

For the purpose of the clause, "force majeure" means any event beyond the control of the either party but not involving party's fault or negligence and not foreseeable. The parties of this MoC shall not be liable to each other for failure or delay in the performance of any of its obligations under this MoC for the commotions, wars, hostilities, between nations, government laws, orders, regulation, embargoes, actions by the government(s) or any agency thereof, act of God, storms, fires, accidents, strikes, sabotages, explosions, epidemics, quarantine restriction or other similar or different contingencies beyond the reasonable control of the respective parties to this MoC.

In the event that either party is, wholly or in part, prevented from or hindered in carrying out or observing any of the terms or conditions of this MoC for any cause set forth hereinabove, such party shall give written notice to the other party by the most expeditious means as soon as possible after the 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.

If a Force Majeure situation arises, the party shall promptly notify the other party in writing of such conditions and the cause thereof. Unless otherwise directed by the either party in writing, the other party shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event, the either party may terminate this contract by giving a written notice of minimum 30 days to the other party, if as a result of Force Majeure, the party being unable to perform a material portion of the services for a period of more than 60 days.

## 14.

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


## 15

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 thereof, KVS 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 discussion between the parties.

If the dispute cannot be settled by mutual discussion within 30 days as provided herein, the Courts of Delhi only shall have the jurisdiction to adjudicate upon the matter.

The parties hereby represent and warrant to each other that:

- a) that it is duly established and existing under the laws of jurisdiction stated against their name in this MoC and has the power and authority to sign this MoC and implement the Project agreed to herein.
- b) that it has the requisite legal power and authority to enter into this MoC, perform and comply with their duties and obligations under this MoC and the Project.
- c) that the execution, delivery and performance of this MoC have been duly authorized by all requisite actions and will not constitute a violation of (i.) Any

  
 जी. के. श्रीवास्तव, आई. ए. एस. / G. K. Srivastava, IAS  
 अपर अधीक्षक (प्रशासन व सतर्कता) / Addl. Commissioner (Admin. & Vigil.)  
 केंद्राधीन विद्यालय संगठन (सीओ) / Kendriya Vidyalaya Sangathan (HQ)  
 १६ सरस्वती कैंज. रोड, शीरीर सिंह मार्ग  
 - Sherhead, Jeeb Singh Marg  
 - ११००१६

जो. एमने. ~~मार्केटिंग~~ <sup>Valep</sup> ~~मार्केटिंग~~ <sup>Valep</sup>  
J. Ernest Samuel Mathiakumar  
बुनामिक प्रमाणन / Registrar (Admn.)  
इन्दिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय  
Indira Gandhi National Open University  
मैदान गढ़ी, नई दिल्ली-68  
Indira Gandhi, New Delhi-68

statute, judgement, order, decree, regulation or any court Government instrumentality or arbitral tribunal applicable or relating to itself or asset or function or of any other document or to the best of its knowledge an indenture contract or MoC to which it is party or to which it may be bound

d That there are no actions, suits, writs or proceeding pending or to the best knowledge threatened against it before any court governmental instrumentality or arbitral tribunal or quasi judicial authority that restrain it from performing their duties and obligations under this MoC and

e) No representation and warranty made herein contains any untrue statement

#### 17. Governing Law

The agreement shall be governed and interpreted by, and construed in accordance with the substantive laws of India. And all disputes arising under or in relation to any matter herein shall be subject to the jurisdiction of courts at Delhi only.

#### 18. Waiver

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

#### 19. Mutual Exclusivity: KVS and IGNOU shall stand committed to each other in the field of education during the period of this agreement (including notice period) in the following manner.

19.1 IGNOU having a national and international reach, the said mutual exclusivity will not be applicable at the potential of launching similar programmes in future and programmes/courses with other organization or institutes, in case KVS is unable to sponsor sufficient number of trainees.

IN WITNESS THEREOF, the parties have caused duplicate copies of this Agreement to be executed by these duly authorized officers on the dates and at the place indicated below.

Signed:

(D. Ernest Samuel Ratnakumar)  
Registrar (Administration)  
For and on behalf of IGNOU  
Indira Gandhi National Open University  
Maidan Garhi, New Delhi

Indira Gandhi National Open University  
Maidan Garhi, New Delhi-68

(Stamp)

Witness 1

Witness 2

(PRIT N L PAST)  
  
(Prof. Sanjay Pandey)

Signed:

(G.K. Srivastava)  
Addl. Commissioner (Admin),  
For and on behalf of KVS  
Kendriya Vidyalaya Sangathan (HQ)  
18, Institutional Area B, Shaheed Jee Singh Marg,  
New Delhi-110016

(Stamp)

Witness 1

Witness 2

(DINESH KUMAR)  
  
(V.VIJAYALAKSHMI)