

MEMORANDUM OF UNDERSTANDING (MOU)
{LEARNER SUPPORT CENTRE (LSC)}

This "**Memorandum of Understanding**" (Here – in – after called the "**MOU**") is executed on the _____ day of _____, and shall be effective commencing from _____ (Here – in – after referred to as the "**Effective Date**") at New Delhi,

BY

&

BETWEEN

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, _____,
Registrar (Administration) of the **FIRST PART**.

AND

NAME OF THE COLLEGE / INSTITUTION / UNIVERSITY :- City College of Education

(Details of the College / Institution / University), having its Office at : City College of Education, Balsamand Road, V.P.O. Arya Nagar, Hisar.

{Here – in – after for the sake of brevity referred to as the "**HOST INSTITUTION**" or "**LEARNER SUPPORT CENTRE (LSC)**" 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,

(Name & Designation), _____

(Name of the College / Institution / University) of the **SECOND PART**.

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

WHEREAS, IGNOU is an autonomous University established by an act of Parliament with a view to democratize education and disseminate knowledge through multiple media for the benefit of large section of society within the country, especially the weaker and disadvantaged groups through Open and Distance Learning (ODL). In order to fulfill the vision of democratizing higher education and providing access to all segments, the University has the mandate to impart education and knowledge through various flexible means suited to the open and distance education mode i. e.,

- (i). To provide access to higher education to all segments of the Society;

- (ii). To offer high-quality, innovative and need-based programmes at different levels, to all those who require them;
- (iii). To reach out to the disadvantaged by offering programmes in all parts of the country at affordable costs; and
- (iv). To promote the standards and quality of education offered through Open and Distance Learning in the country;

WHEREAS, (City College of Education) is affiliated to Guru Jambheshwar University of Science and Technology, Hisar University or Government recognized Higher Educational Institution offering programmes in the same broad areas having the necessary infrastructure and human resources for offering the programmes.

Name of College: City College of Education, V.P.O Arya Nagar, Hisar, Haryana
Name of affiliating body: Guru Jambheshwar University of Science & Technology , Hisar.

(Details of the College / Institution / University).

AND WHEREAS, given the mission of the City College of Education, and IGNOU in the spheres of education and their interests in teaching and research in the field of distance and open learning, the Parties herein above agree and undertake towards each other to offer programmes under Distance Education System with the Learner Support Centres (LSC) for such academic programmes identified and activated at the LSC as agreed upon.

THAT, both the parties have agreed upon the terms and conditions governing their relationship for their co-operation to provide educational opportunities to communities at large.

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

1. OBLIGATIONS OF THE "HOST INSTITUTION" :

- (i). Physical Infrastructure Requirements:
The Host Institution will :
 - (a). Provide minimum three to four rooms with space of approx. 400-600 square feet with required furniture and equipment exclusively for office use of IGNOU, (for office of Coordinator and for storing records, assignments, printed materials etc.) without charging any rent;
 - (b). Provide class rooms with required furniture which can be used for holding academic counselling sessions as per academic calendar of IGNOU, without charging any rent;

- (c). Extend the use of Laboratory and Computer to IGNOU Learners for specialized programmes requiring use of institutional infrastructure facilities as per IGNOU norms;
 - (d). Extend facilities for use of library to IGNOU learners for reference purposes;
 - (e). Provide space at a prominent place for installing IGNOU signboard;
- (ii). Digital / Online Requirements:
The Host Institution will:
- (a). Provide/Share adequate number of Computers, Printers, scanner, Internet facility, Web Cam, LCD Projector, high speed broad band, for office use and for facilitating processing of online assignment system and other online support activities of IGNOU;
 - (b). Provide a full fledged computer lab equipped with computers, internet, broadband facilities to facilitate processing of online assignment system and other online activities of IGNOU as per requirements of study for the university programmes ;
 - (c). Provide/Share Online / DTH facilities for access to Gyan Darshan / Gyan Vani transmissions;
- (iii). Manpower Requirements:
The Head of the Host Institution will:
- (a). **Recommend a panel of three names of senior most academics from among the regular academics to IGNOU for engagement as part time Coordinator, not below the rank of Assistant Professor, for coordinating and managing all the activities of IGNOU;**
 - (b). Allow the Coordinator to engage Assistant Coordinators and other part time staff drawn from the regular staff of the host institution and as per IGNOU norms;
 - (c). Assume the charge of Coordinator in case there is no Assistant Coordinator and Coordinator is unavailable during intermittent periods as an interim arrangement;
 - (d). Allow its faculty for empanelment as Academic Counselor of IGNOU;
 - (e). Carry out distribution of study material provided by the Material Production and Distribution Division, IGNOU as per IGNOU norms;
- (iv). Learner Grievance Redressal Mechanism:
The Host institution will have in place a dedicated helpdesk with a dedicated staff for addressing all learner grievances received at the LSC in person, by post or through email.

2. OBLIGATIONS OF IGNOU:

- (i). Convey the approval of engagement of part time Coordinator from the panel recommended by the Head of Host Institution and pay monthly honorarium at the prescribed rates of the University;
- (ii). Empanel part time Academic Counsellors/Evaluator as per specified nomenclature, and make payment of remuneration to them as per IGNOU norms;
- (iii). Convey the approval of engagement of part time staff on the basis of recommendation of the Coordinator and pay remuneration as per IGNOU norms;
- (iv). Will pay hiring charges towards the use of Computers/Laboratory / Equipment /Consumables (provided they are used by learners) for programme requirements as per IGNOU norms;
- (v). Will pay the hiring charges to the LSC for the use of computers and computer accessories for IGNOU activities used by the host institution as per IGNOU norms;
- (vi) Will pay handling charges for the distribution of study materials to learners as prescribed by the university (if required);
- (vii). Monitor and supervise and visit the LSC at any time to ensure that LSC under this MOU are being run as per standards of IGNOU;

3.1 **EFFECTIVE DATE, DURATION & TERMINATION:**

- (i). This MOU shall enter into force from _____ (Here-in-after referred to as the "**Effective Date**") and shall be valid for a period of Five (05) years ending on _____ with the option of renewal. The term of this MOU may be further renewed on terms and conditions mutually agreed upon and recorded in writing between the Parties. The processes of renewal must necessarily be started six months before the termination date. However, students admitted to any programme during the period of validity of this MOU will be enabled to complete their programmes of study and appear in the relevant examinations, and the obligations of the respective Parties will continue to be in force during such period irrespective of termination of the agreement.
- (ii). Either party may terminate this MOU by providing the other party with Six Calendar Months advance notice. Such termination shall take effect at the end of the six month period ;
- (iii). However, either party shall be entitled to terminate this MOU immediately and without further notice in the event of the other party committing a material breach of the terms and conditions of this MOU, 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 MOU, 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 MOU ;

3.2 **FORCE MAJEURE :**

- (i). Neither IGNOU nor (Name of the College / Institution / University) shall be liable to each other or to their students for failing or delay in the performance of any of its obligations under this AGREEMENT or the time over to the extent such failure or delay is caused by riots, civil commotion, war, hostilities between nations, government laws, orders or regulations, embargoes, actions by the government or any agency thereof, acts of God, storms, fires accidents, strikes, sabotages, explosions, or other similar or different contingencies beyond the reasonable control of the respective Parties.
- (ii). In the event that either party is, wholly or in part, prevented from or hindered in carrying out or observing any of the terms or conditions of this agreement for any cause set forth herein this MOU, 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.

3.3 **AMENDMENT OF MOU :**

- (i). The obligations of IGNOU and (Name of the College / Institution / University) 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;
- (ii). No Amendment for 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;

3.4 **INDEMNITY CLAUSE:**

- (i). **City College of Education**, has agreed to bear the responsibility for any third party claims, demands, proceedings, prosecutions, or actions against IGNOU, arising out of and as a result of any callous, negligent, deficient action or omission by any employee of **City College of Education**, and has undertaken to keep IGNOU indemnified against all losses and damages suffered including expenses incurred by IGNOU while defending the claim (inclusive or legal expenses) in City, or any other court as a result of any such claim, demands, proceedings, prosecutions or actions.

- (ii). The Parties have agreed that this provision shall survive termination of the agreement and the **City College of Education**, has agreed to clear the amounts claimed by IGNOU under this clause within 15 days from the date when the demand is made by IGNOU.

3.5 **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 nor 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 ;

3.6 **DISPUTE RESOLUTION :**

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). The **City College of Education**, 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 the Vice-Chancellor of IGNOU. The Party having a grievance shall serve a written notice by registered acknowledgement due post on the other party intimating its intention of invoking the arbitration clause and shall simultaneously serve a notice in the similar mode on the Vice-Chancellor, IGNOU requesting them to appoint an arbitrator.
- (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 two Parties. All other expenses incurred by each party relating to the arbitration proceedings shall be borne by the respective Parties.
- (vi). Judgement 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.

3.7 **PUBLICITY :**

Any publicity by either Party, in which the name of 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 other Party. If either Party, to do so, it shall be considered a breach of the MOU.

3.8 **PROFESSIONAL PRACTICE :**

City College of Education & IGNOU shall always act in respect of any matter relating to this MOU, as faithful advisors to each other and shall, at all times, support and safeguard the legitimate interests of each other in any dealings with the third Party.

3.9 **GOVERNING LAW (S) & JURISDICTION :**

The 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.

3.10 **INTERPRETATION :**

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

3.11 **REPRESENTATION & WARRANTIES :**

The **City College of Education** and IGNOU hereby represent and warrant to each other :

- (i). It has the power and authority to sign this AGREEMENT, perform and comply with its duties and obligations under this AGREEMENT.
- (ii). This AGREEMENT constitutes legal, valid and binding obligations enforceable against it in accordance with the terms hereof.

- (iii). The execution, delivery and performance of this AGREEMENT have been duly authorized by all requisite actions and will not constitute a violation of :
 - (a). Any statute, judgement, order decree or regulation of any court, governmental instrumentality or arbitral tribunal applicable or relating to itself, its assets or its functions ; or
 - (b). Any other documents or to the best of its knowledge any indenture, contract or agreement 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 AGREEMENT, and
- (v). That no representation or warranty made herein contains any untrue statement.

3.12 SEVERABILITY :

Any law restraining the validity and enforceability of any provision of this agreement shall not affect the validity or enforceability of the remaining provisions hereof and 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 is inseparable from the remaining agreement. In such a case, the Parties to this agreement shall attempt to agree on a provision which is valid and enforceable and similar to the original provision.

3.13 NOTICES :

- (i). 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 :
 - (a). The Registrar (Administration),
(Name & Designation of the Authorized Signatory),
Indira Gandhi National Open University (IGNOU),
Block – 4, Old Administrative Block,
Main Campus, Maidan Garhi,
(New Delhi – 110068).
 - (b). Director, City College of Education
(Name & Designation of the Authorized Signatory),

Or to such other address, fax number 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, if made or given by fax or e-mail on the first business day following the transmittal of;

- (ii). Any notice, approval, consent and other notification required or permitted to be given hereunder shall be deemed to have been given on the date of receipt when personally delivered, on the date seven (7) days after having been posted when transmitted by registered mail or on the date of transmission with confirmed answer back, when transmitted by facsimile.

3.14 FURTHER ACTS AND ASSURANCES:

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

3.15 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 off 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.

3.16 COPYRIGHT AND INTELLECTUAL PROPERTY :

- (i). Copyright in the Course Material (Print, Audio / Video or Soft Copy) shall exclusively be with IGNOU.
- (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 ;

3.17 LIMITATION OF LIABILITY :

Neither Party shall be liable for any direct, indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by either Party or any third party in connection with this MOU or the subject matter of this MOU, whether in an action in contract or tort or any other legal theory, even if the Party has been advised of the possibility of such damages.

3.18 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.

3.19 RESIDUAL CLAUSE :

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 failing which it shall be submitted to arbitration. 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;

This agreement 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>_____/</p> <p>Registrar (Administration) IGNOU, New Delhi.</p> <p>Dated :</p> <p>Place :</p> <p>In the presence of : (Representatives from IGNOU, New Delhi).</p> <p>(1). Name _____ Address : _____ _____ _____ _____</p> <p>(2). Name _____ Address : _____ _____ _____ _____</p>	<p>For and on behalf of LSC : Director, City College of Education</p> <p>_____/</p> <p>LSC, _____.</p> <p>Dated :</p> <p>Place :</p> <p>In the presence of : (Representatives from LSC)</p> <p>(1). Name: _____ Address : _____ _____ _____ _____</p> <p>(2). Name _____ Address : _____ _____ _____ _____</p>
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ANNEXURE – A

QUALIFICATIONS OF THE CO – ORDINATOR

The Learner Support Centre shall be headed by the Coordinator who shall be a regular teacher not below the rank of a qualified Assistant Professor of the concerned College or Higher Educational Institution.