

महाराष्ट्र MAHARASHTRA

2018



MEMORANDUM OF UNDERSTANDING

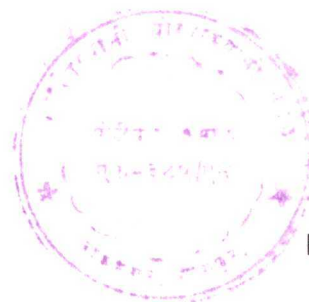
This Memorandum of Understanding (MOU) is signed on **14th December, 2018**

BETWEEN

The **Yashwantrao Chavan Maharashtra Open University**, a leading State Level Open University operating primarily in Maharashtra and having its Headquarter in Nashik (herein after called "THE FIRST PART" OR "YCMOU") which expression unless repugnant to the context or meaning thereof shall mean and include its successors-in-interest & assigns,

AND

The **Janardan Swami Yogabhyasi Mandal**, Nagpur having its headquarter at Nagpur (hereafter called as "THE SECOND PART" OR "JSYM") which expression unless repugnant to the context or meaning thereof shall mean and include its successors-in-interest & assigns.



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१) वस्तुचा प्रकार/अनुच्छेद क्रमांक	
२) वस्तु नोंदणी करणार आहेत काय ?	होय/नाही
३) नोंदणी होणार असल्यास दुय्यम निबंधक कार्यालयाचे नाव	दुय्यम निबंधक का.
४) मिल्कतीचे वर्णन	
५) मोबदला रक्कम	
६) मुद्रांक विकत घेणाऱ्याचे नाव	जाना धरु स्वाहा प्रोग्रामरी मंडळ
७) दुय्यम पक्षकाराचे नाव	
८) हस्त असल्यास त्याचे नाव व पत्ता	म.रा.३१० R. Rethaji
९) मुद्रांक शुल्क रक्कम	१००
१०) मुद्रांक विक्री नोंद वही क्रमांक	१०२६४
दिनांक	१२/१२/२०१८
११) मुद्रांक विकत घेणाऱ्याची सही	
वि. एन. क्षीरसागर	मुद्रांक विक्रेता ला. क्र.१०/१९९६ कोड क्र. ४६०१००३ जिल्हाधिकारी परीसर तह. कार्यालय नागपूर.



WHEREAS

1. The JSYM is offering Yog Pravesh and Yog Pravin courses for last 60 years.
2. YCMOU has inspected and approved the programmes as per educational norms and standard. Exam system of JSYM is conforming the standard of examination and evaluation. Diploma, Advance Diploma and other programmes in Yog through an arrangement between them vide the terms and conditions in writing as hereinafter appearing.
3. Board of Management of YCMOU has accorded approval to sign MOU with JSYM in it's meeting dated 10.11.2018.
4. YCMOU is an Open University offering education to masses with the motive being, "ज्ञानगंगा" .
5. One of the objectives of the University is to identify the skills and certify the courses.
6. This is a joint effort by YCMOU & JSYM to reach the benefits of Yog for health across larger and under privileged section of the society.

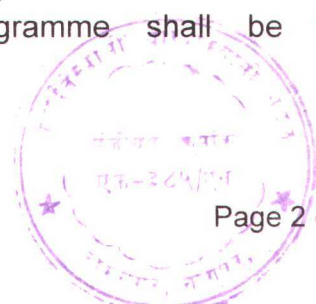
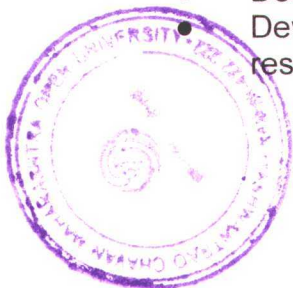
NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER-

1. SHORT TITLE

- Development and delivery of Diploma (Yog Pravesh), Advance Diploma (Yog Pravin) and other Yog programmes.
- Designing short term Yog Programmes relevant and useful to the learners.
- YCMOU & JSYM have agreed that learners shall not be charged any tuition fees, as is prevalent in JSYM since it's inception in 1951.
- JSYM shall provide the learning material required for courses.
- JSYM shall conduct classes, carry out continues assessments, examinations and shall declare the results.
- YCMOU shall issue the certificates to successful candidates.

2. DEFINITIONS

- I. **Development:** Would mean and include all activities pertaining to the following:
 - Designing a curriculum for the Diploma / Advance Diploma Programmes.
 - Detailing the contents for the programmes for the learners identified by JSYM and specifying the expected learning outcomes.
 - Designing a suitable assessment system
 - Development and delivery of programme shall be the responsibility of JSYM



II. **Delivery:** Would mean and include all activities pertaining to the following:

- Creating / providing the infrastructure for offering course modules.
- Registration of students.

- Providing learning material to the students and handling other related administrative matters.
- Providing academic support to the students.
- Organizing assignment, assessment and/or examinations for the students.
- Providing guidance for project works, wherever applicable.

3. **RESPONSIBILITIES OF YCMOU**

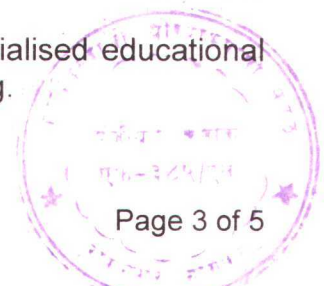
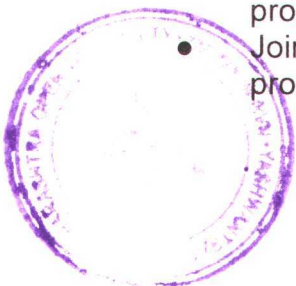
- YCMOU shall appoint a liaisoning person with adequate authority and accountability and for acting as a single point of contact with JSYM.
- YCMOU may carry out sample check of result documents, before result.
- Certifying and awarding the successful candidates with relevant certification.

4. **RESPONSIBILITIES OF JSYM**

- The development & delivery of courses will be the responsibility solely of JSYM.
- JSYM, Nagpur shall function as the nodal unit for mentioned programmes. It shall, in this capacity:
 - ❖ Appoint a liaisoning person with adequate authority and accountability and with requisite support staff for fulfilling their responsibilities in the implementation of the programmes and for acting as a single point of contact with YCMOU.
 - ❖ Implement all the programs at the JSYM in coordination with YCMOU.
 - ❖ Organize the counselling sessions for learners as per prescribed curriculum.
 - ❖ Provide administrative support and the required infrastructure at the JSYM to establish the required setup for teaching and learning.
 - ❖ The Faculty & Staff will be deputed by JSYM. These individuals will perform their duties without charging fees or honorarium.
 - ❖ To design & ensure smooth conduct of the courses, assessment & examination.
 - ❖ Maintain records of work done, attendance, assessment, etc. for each and every learner.
 - ❖ Submit the records of successful candidates to YCMOU for certification with prescribed convocation and certification fees.

5. **JOINT RESPONSIBILITIES OF YCMOU AND JSYM**

- There will be a core committee to ensure the smooth working of the programmes.
- Joint efforts shall be made to develop various specialised educational programmes and other activities for promotion of Yog.



6. VALIDITY

This MOU shall be valid for 05 (five) years from the date of signing by YCMOU & JSYM and extendable to next 05 (five) years. The authorized signatory to sign MOU will be Registrar, YCMOU & Secretary (Karyawaha), JSYM, Nagpur, Maharashtra.

7. TERMINATION

Notwithstanding any other provision herein, if any of the parties fails or, refuses to perform the responsibilities outlined in this MOU, this MOU shall be terminated on its part and without prejudice, injustice to the learners with pre-notice of three months.

8. NON-TRANSFERABILITY OF ASSIGNMENT

The MOU involves direct participation of representatives of both the Parties and neither shall assign the benefits thereof or delegate any responsibilities stated herein to any other person or body.

9. AGREEMENT

This MOU supersedes any arrangements, understandings, existing between the Parties hereto prior to or simultaneously with this MOU whether written, oral or implies and constitutes the entire understanding between them.

10. AMENDMENT

Except as otherwise provided under the MOU, no amendment hereof, whether by addition or deletion or otherwise, shall be effective unless it is in writing and signed by both the Parties hereof.

11. REVIEW

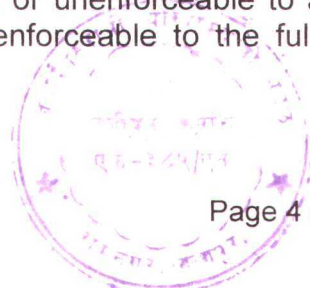
At the end of every academic year, a review of the activities and achievements will be taken with a view to improve the system for the next academic year and making the required policy level amendments, if necessary.

12. ARBITRATION

Any disputes or differences arising out of or in connection with this MOU shall be resolved by mutual negotiations by and between the Vice Chancellor, YCMOU & Secretary (Karyawaha), JSYM, Nagpur or on their behalf their designated representatives and their joint decisions shall be binding on all the concerned. If one of the Parties disputes about the decision, the same dispute shall be referred for arbitration in accordance with the provision of the Arbitration and Conciliation Act. The Arbitrator shall be appointed by the consent of both the Parties. The decision of Arbitrator shall be binding on both the Parties and the expenses of arbitration shall be shared equally.

13. SEVERABILITY

In the event that any term, condition, or provision contained herein, is perceived by either Parties to be invalid, unlawful, or unenforceable to any extent, the same shall be held to be valid and enforceable to the fullest extent as permitted by law.



14. LAW

This MOU shall be interpreted and enforced according to the laws of India in force from time to time.

For and on behalf of **Yashwantrao Chavan Maharashtra Open University**



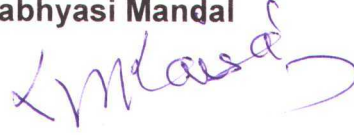
(Dr. Dinesh Bhonde)

Authorized Signatory,
Registrar
Dnyangangotri,
Govardhan, Near Gangapur Dam,
Nashik- 422222, Maharashtra

Registrar

Yashwantrao Chavan Maharashtra
Open University, Nashik-422 222

For and on behalf of **Janardan Swami Yogabhyasi Mandal**



(Ram Khandve)

Authorized Signatory,
Secretary
Ramnagar, Nagpur-440033,
Maharashtra

कार्यवाह,

योगाभ्यासो मंडळ

रामनगर नागपूर १०

Witness

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Witness

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