

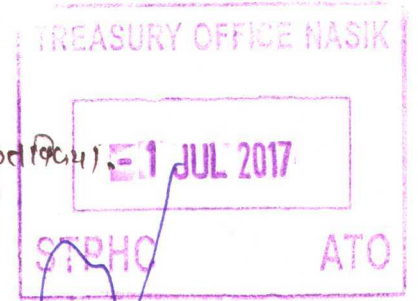
महाराष्ट्र MAHARASHTRA

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श्री/ श्रीमती / सौ कुलसचिव यशवंतराव चव्हाण महा. मुक्तविद्या. म. नाशिक  
पता गंगापूर उ. क. नाशिक  
हस्त शरद माकती शायन  
सर्व

श्री. स. र. अमृतकर  
स्टॅम्प बँडर, नाशिक.  
(मु. वि. प. क्र. १०३/२००३)



### Memorandum of Understanding

This MoU signed on 1<sup>st</sup> July 2017 between the **Yashwantrao Chavan Maharashtra Open University**, a leading state-level Open University operating primarily in Maharashtra and having its Headquarters in Nasik (hereinafter called 'THE FIRST PARTY' or YCMOU), which expression unless repugnant to the context or meaning thereof shall mean and include its successors-in-interest & assigns, and the **Maharashtra Prison Department**, with its headquarters at Pune (hereinafter called 'THE SECOND PARTY') which expression unless repugnant to the context or meaning thereof shall mean and include its successors-in-interest & assigns

  
Registrar

Yashwantrao Chavan Maharashtra  
Open University, Nasik-422 001







**WHEREAS:**

1. The YCMOU has recognized study centers for various programmes,
2. The parties hereto have mutually agreed to develop/launch B.A., B.Com., B.C.A. and Yoga programmes through an arrangement with Prisons and YCMOU Study Centres vide the terms and conditions in writing as hereinafter appearing.

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

**1. SHORT TITLE**

- Development and delivery of B.A, B.Com., B.C.A. and Yoga programme.
- Designing short-term vocational courses relevant and useful to the prisoners.
- Offer the programmes to the prisoners without charging any fees.

**2. DEFINITIONS**

**i) Development :-** Would mean and include all activities pertaining to the following:

- Designing a curriculum for the programmes.
- Detailing the content for the programmes for the students identified jointly by YCMOU and the Maharashtra Prison Department and specifying the expected learning outcomes.
- Designing a suitable assessment system.

**ii) Delivery :-** would mean and include all activities pertaining to the following:

- Creating / providing the infrastructure for offering course-modules.
- Registering students.
- Providing study-material to the students and handling other related administrative matters.
- Providing academic support to the students
- Organizing assignments and/or examinations for the students.
- Providing guidance for Project work, wherever applicable.

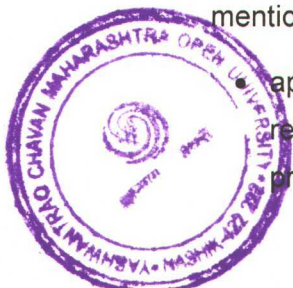
**3. RESPONSIBILITIES OF YCMOU**

- YCMOU shall 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 contact with Maharashtra Prison Department.
- Assist the Students in enhancing their knowledge and skills by evaluating, certifying and awarding the successful students with the relevant Certification.
- Support the programmes by way of developing the syllabus, recognizing the study centres in accordance with the university norms, providing the study material, conducting the exams and evaluating the performance of students.
- Identify the Study Centres to support the academic activities at the prisons with the help of the Study Centre faculty members.
- Exercise supervisory control over the academic support services given to students.
- Enroll students through study centers.

**4. RESPONSIBILITIES OF MAHARASHTRA PRISON DEPARTMENT**

Maharashtra Prison Department, Pune shall function as the nodal unit for the aforementioned 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 as a single point contact with YCMOU.





- Implement the scheme at the prisons with the help of YCMOU study centres specified by YCMOU.
- Organize counseling sessions for students.
- Provide administrative support and the required infrastructure at the prison to establish the required setup for teaching learning.
- Facilitate the faculty members of YCMOU Study Centres to conduct academic activities at the PRISON premises.
- Ensure smooth conduct of examinations in accordance with the guidelines prescribed by the university.
- Maintain student wise records of work done, attendance etc.

#### 5. JOINT RESPONSIBILITIES OF YCMOU AND MAHARASHTRA PRISON DEPARTMENT

- There will be a Core Committee to ensure the smooth working of the scheme and deciding on policy matters like student intake, curricular matters, etc. There will be **FIVE** representatives of YCMOU and **FIVE** representatives of Maharashtra Prison Department on this Committee.
- The YCMOU representatives in the Core Committee will be nominated by the Vice Chancellor whereas Maharashtra Police representatives will be nominated by the Director, Maharashtra Prison Department /ADD. DIRECTOR GENERAL OF POLICE & INSEPECTOR GENERAL ( PRISON ), MAHARASHTRA STATE.
- .The Core Committe will meet at least once in each six months to review the working of the scheme.

#### 6. VALIDITY

This MoU shall be valid for 5 years with effect from the date of signing by all the YCMOU & Maharashtra Prison Department. The authorized signatories for this MOU will be Registrar, YCMOU & ADD. DIRECTOR GENERAL OF POLICE & INSEPECTOR GENERAL ( PRISON ), MAHARASHTRA STATE on behalf of Maharashtra Prison Department.

#### 7. TERMINATION

Notwithstanding any other provision herein, if any of the party fails or, refuses to perform the responsibilities outlined in this MOU, the other party may terminate this MOU by issuance of a Six months' notice in writing.

Termination of this MOU by either party shall be without liability on its part and without prejudice, injustice to the student batch enrolled

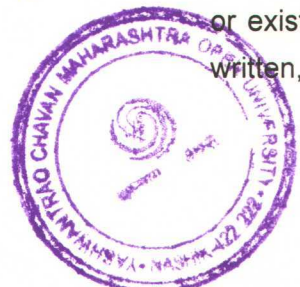
However, it will be the responsibility of the University to provide equal opportunity to all enrolled students for appearing for the exams and completing the course.

#### 8. NON-TRANSFERABILITY OF ASSIGNMENT

This 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, except to the persons directly involved in the development of course material or the delivery of course modules.

#### 9. AGREEMENT

This MOU supersedes any arrangements, understandings, promise or agreements made or 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 this MOU, no amendment hereof, whether by addition or deletion or otherwise, shall be effective unless it is in writing and signed by the parties hereto.

**11. REVIEW**

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

**12. ARBITRATION**

Any dispute or difference arising out of or in connection with this MOU shall be resolved by mutual negotiations by and between the Vice Chancellor, YCMOU & ADD. DIRECTOR GENERAL OF POLICE & INSEPCTOR GENERAL ( PRISON ), MAHARASHTRA STATE on behalf of Maharashtra Prison Department or their representatives and their joint decision 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 all the parties. The decision of the Arbitrator shall be binding on all 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 determined to be invalid, unlawful, or unenforceable to any extent, the same shall be severed from the body of this MOU and the remainder hereof shall continue to be valid and enforceable to the fullest extent 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 & on behalf of

YCMOU

*[Signature]*  
Registrar

Yashwantrao Chavan Maharashtra  
Open University, Nashik-422 222

Authorized Signatory

1.

(Witness)

2.

(Witness)

For and on behalf of

Maharashtra Prison Department

*[Signature]*

Authorized Signatory

1.

(Witness)

2.

(Witness)

