



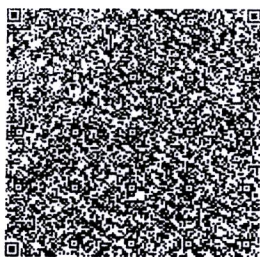
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

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Certificate Issued Date : 29-May-2017 11:58 AM
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AGREEMENT FOR ACQUISITION RIGHTS

This agreement is made on **Twenty Ninth day of May, 2017** between **Yashwant Rao Chavan Maharashtra Open University, Dnyangangotri, Near Gangapur Dam, Goverdhan, Nasik - 422222 Maharashtra** represented by the Registrar of the University (hereinafter called "The Licensee" and this expression shall include his successors and assignee) on the one part, and the **Indira Gandhi National Open University, Maidan Garhi, New Delhi 110 068**, represented by the Registrar of the IGNOU (hereinafter called

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at www.shreestamp.com. Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

IGNOU and this expression shall include his successors and assignee) on the other part and vice-versa.

Whereas both the above institutions wish to make use of the printed instructional materials of each other (IGNOU/YCMOU, as the case may be) designed for the various courses by way of acquisition of reproduction rights and supplying them among the students for the courses offered by the respective University.

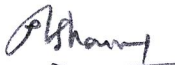
NOW IT IS HEREBY AGREED AS FOLLOWS

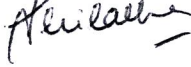

- (i) This is an agreement to mutually use the instructional materials of IGNOU and YCMOU for an initial period of three years, from the date of this document.
- (ii) IGNOU and YCMOU hereby grant to each other the acquisition of reproduction and translation rights of their study material (as given in the Annexures) for distribution among the students of the respective Universities,
- (iii) The following terms and conditions govern this agreement
 - (a) IGNOU and YCMOU will supply to each other a hard copy of said courses printed by IGNOU/YCMOU to be used as a copy for further processing and printing at the cost to be borne by the user institution.
 - (b) No change in the text shall be made when it is reprinted except for the following:
 - (i) The print line, mentioning the name of the press where it has been printed should be substituted by a print line giving the name of the press where it is reprinted.
 - (ii) Due acknowledgement must be made, of the permission to reprint given by IGNOU/YCMOU, at a prominent place in each copy of the material.
 - (iii) The updating of data and / or error rectification as an addendum/ errata on a separate sheet must be given with prior permission of IGNOU/YCMOU.
 - (iv) Printing of the logo of both the institution must be given.
 - (c) It should be ensured that the print quality of the material is as per standards of the IGNOU/YCMOU in respect of quality of paper and printing, cover printing, etc.

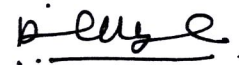
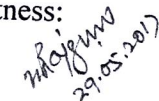
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- (d) While using the printed instruction material, IGNOU/YCMOU may use audio- video cassettes prepared by IGNOU/YCMOU.
- (iv) Any breach of this Agreement shall nullify this document.
- (v) Copy rights in respect of the concerned course material are reserved with the respective Universities.
- (viii) The dispute in respect of this agreement shall be subject to the jurisdiction of Delhi courts only.


REGISTRAR, IGNOU
एस. के. शर्मा / S. K. Sharma
कुलसचिव (प्रशासन) का.अ. / Registrar (Admin.) /c
इन्दिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय
बैदण रोड, नई दिल्ली-110068
Witness: Gandhi National Open University,
Maidan Garhi, New Delhi-110068

1. 
2. 


29/5/17
REGISTRAR, YCMOU
(Dr. Dinesh Bhonde)
Registrar
Yashwantrao Chavan Maharashtra
Open University, Nashik-422 222
Witness:
1. 
29.05.2017

2.



महाराष्ट्र MAHARASHTRA

2017

RV-125347

अ. नं. 18006 दि. 25 OCT 2017 मा.पत्र
श्री. / श्रीमती / सौ. कुलकर्णी कल्याण नारायण महाराष्ट्र
पत्ता सुकन विप्यापिठ गोवर्धन ता. जि. नाशिक
हस्त वचन राजाराम
सह Signature

श्री. स. रा. अमृतकर
स्टैम्प वेंडर, नाशिक.
(मु. वि. प. क्र. १०३/२००२)

TREASURY OFFICE NASHIK
13 OCT 2017
STPHC ATO

**MEMORANDUM OF UNDERSTANDING (MOU) FOR PROMOTION OF HUMAN
RESOURCE DEVELOPMENT IN SPECIAL EDUCATION & DISABILITY
REHABILITATION, THROUGH OPEN DISTANCE LEARNING MODE**

The 1st Memorandum of Understanding (MoU) between the Yashwantrao Chawan Maharashtra Open University (hereinafter referred to as "YCMOU") having its office at Nashik and the Rehabilitation Council of India (hereinafter referred to as "RCI"), a Statutory Body under Ministry of Social Justice and Empowerment, at B-22, Qutub Institutional Area, New Delhi-110016 was signed on 06th September, 2012 for collaboration in promoting Human Resource Development in Special Education and Disability Rehabilitation.

31/10/17

Registrar
Yashwantrao Chawan Maharashtra
Open University, Nashik-422 222



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S. K. Srinivasan
Secretary
Rehabilitation Council of India
Ministry of Social Justice & Empowerment
Government of India

The amount of the Programme Fee is to be fixed in consultation with RCI to meet the above financial implications for self-financing.

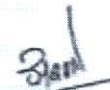
11. On the basis of the criteria in Clause 10, Course fee will be shared by YCMOU, RCI and the Study Centre(s) on PRORATA basis as per the norms fixed for each Course as per need. The norm of sharing of Course fee should be fixed on a long-term perspective as per the following proportion:

YCMOU: 50% of the total fee collected in respect of Special Education Courses.

Study Centre: 40% of the total fee collected in respect of Special Education Courses.

RCI: 10% of the total fee collected in respect of Special Education Courses.


12. Study Materials in respect of aforesaid Course will be supplied by YCMOU to Study Centres and students as per the requirement.
13. Training institutions approved by the Council in the State of Meghalaya may be considered as a Study Centre(s) provided provisions of norms are met, for which YCMOU will provide the list of prospective Study Centre(s) to RCI for issuance of NOC by RCI to prospective training institutions to act as a Study Centre under YCMOU. YCMOU shall issue letter of approval to the concerned Study Centre(s) as per their rules and regulation.
14. The honorarium to the faculty members at the Study Centre(s) and detailed system of admission procedure, conduct of contact classes, examination (Internal/ External) will be decided by YCMOU under intimation to the Council and also YCMOU will ensure that Teacher Trainees to be considered eligible to appear in the term end examination, overall 75% attendance (minimum) in practice teaching and contact classes in approved schools is adhered.
15. The Passing Certificate and Degree shall be awarded by YCMOU to the students. However, Authentication Certificate required for registration with the Council shall be issued by the concerned approved Study Centre (s) from where the candidate has completed the Course. In case of closure/ defaulter/ discontinuation of Study Centre(s), the aforesaid Certificate may be issued by the YCMOU to the candidate(s).
16. Any dispute between YCMOU and the concerned Study Centre shall be resolved by them without any involvement of RCI.



Registrar

Yashwantrao Chavan Maharashtra
Open University, Nashik-422 222




S. K. Srivastava / S. K. Srivastava
Member Secretary
National Council of India
Ministry of Social Justice & Empowerment
Department of Empowerment of Persons with Disabilities
New Delhi

17. There will be an Apex Advisory Committee which will normally meet twice a year to oversee the implementation of the provisions of MoU. The Apex Advisory Committee will consist of the following:

- | | |
|---|---------------------|
| a. Vice-Chancellor, YCMOU | - Chairperson |
| b. Director, School of Education | - Member |
| c. Two experts nominated by the Chairperson, RCI | - Members |
| d. Two nominees nominated by VC, YCMOU
(Board of Management/ Academic Council / Appropriate Faculty) | - Members |
| e. Member-Secretary, RCI | - Ex-Officio Member |
| f. Academic Coordinator, YCMOU. | - Member Secretary |

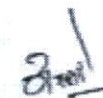
18. The present MoU will be valid for a period of 5 academic years w.e.f. 5th September, 2017 and may be renewed from time to time at 5 (five) years of interval. In case of violation of provisions of the MoU and non compliance of prescribed norms/directions of RCI, the MoU may be terminated earlier by either party giving notice of one academic session. However, the students will be given opportunity to avail the maximum prescribed duration for completion of the Course as per provisions of the Programme Guide of B.Ed. Spl.Ed. - ODL and other Courses approved to YCMOU to conduct the supplementary examination, award of certificate and degree to such students.

19. YCMOU shall act as an Information Centre/Facilitation Centre/Channelizing Agency in Maharashtra for disseminating information on scholarship, ADIP and other various Schemes of RCI and DEPWD, M/oSJE in Maharashtra without any financial implication on the Council.

20. YCMOU shall promote Research & Development in the field of disability rehabilitation under the various Schemes of DEPWD, M/oSJE without any financial implication on the Council.


21. To cater these activities, the University will establish a Centre for Disability Studies in the University under the school of Rehabilitation and Special Education which will also incorporate scope of outreach centre of RCI.

22. Both the parties hereto agree that any dispute arising out of this MoU shall be settled mutually through discussions and that in the event of their failure to settle the dispute, the matter shall be referred to Sole Arbitrator appointed with the consent of both the parties in New Delhi.


Registrar

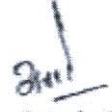
Yashwantrao Chavan Maharashtra
Open University, Nashik-422 222





S. K. Srivastava
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Ministry of Social Justice & Empowerment
Department of Empowerment of Persons with Disabilities
New Delhi

ODL B.Ed.Spl.Ed.(Learning Disability) ODL			
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4. For existing Courses, the faculty and infrastructural facilities at the University, academic contents, eligibility conditions, and process of evaluation will be as prescribed by RCI.
5. YCMOU in consultation with RCI could propose new programmes, which could be designed by the team of experts appointed by RCI with two expert nominees of YCMOU.
6. The academic contents, eligibility conditions, design development, and delivery of Courses will be separately worked out by YCMOU in consultation with RCI for each course, as and when required.
7. YCMOU shall also establish a Study Centre at the University Department to conduct B.Ed.Spl.Ed.- ODL Course in each disability specialization with a maximum intake of 30/40 students per disability specialization till the validity of MoU.
8. YCMOU within two years, shall establish a Model Special School within the premises of University for Children with Special Needs (CWSN) to facilitate the teaching practice of student trainees as per the course requirement.
9. YCMOU shall be responsible for development and generation of self learning course material of B.Ed.Spl.Ed.-ODL Course as prescribed by RCI in print, audio-video (including talking books) format, etc. and its revision and translation in English/Regional language. However, the experts appointed by RCI shall vet the content and at YCMOU Centre which will be considered as "Resource Centre" of RCI for such work.
10. All the special education Courses under operation or to be operated in future need to be planned as transparent and on Self-Financing and Self-Sustaining basis with generation of funds through Course fee to meet the running cost of the courses which includes:
 - a. Implementation cost of the implementing agencies, i.e. Study Centres and YCMOU,
 - b. 10% of Course fee to be remitted to RCI for distance education project of the Council covering staff promotion, maintenance of quality and research etc., as RCI share, and
 - c. Generation of development cost to the extent possible for recycling the amount as seed money for future development essential for continuous quality improvement.


Registrar
Yashwantrao Chavan Maharashtra
Open University, Nashik-422 222




S. K. Shivacharya
Member Secretary
National Rehabilitation Council of India
Ministry of Social Justice & Empowerment
Department of Empowerment of Persons with Disabilities
New Delhi, India

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