

महाराष्ट्र MAHARASHTRA

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VY 117293



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is signed on 27<sup>th</sup> December 2019 (date, month, year)

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 it's successors-in-interest & assigns

AND

National Association for the Blind, India having its headquarters at Worli Sea face (hereafter called as "THE SECOND PART" OR " NAB India ") which expression unless repugnant to the context or meaning there of shall mean and include it's successors-in-interest & assigns.



गुनांक दि. बॉट गरी अनु. क्रमांक/दिनांक (Serial No./Date)	465
परमाणु प्रमाण (Nature of document)	MOU
परमाणु प्रमाण (Nature of document)	YES/NO
परमाणु प्रमाण (Nature of document)	National Association
परमाणु प्रमाण (Nature of document)	11, Khen / 11
परमाणु प्रमाण (Nature of document)	Mumbai - 4
परमाणु प्रमाण (Nature of document)	Freshwater
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परमाणु प्रमाण (Nature of document)	पुनम जगन्नाथ गायक

पुनम जगन्नाथ गायकवाड

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१००/१०००  
१००/१०००

पत्रांक संख्या: १०८/२०१७  
जिल्हा अधिकाऱ्यांच्या कार्यालयात, मुंबई येथील सार्वजनिक कार्यवाहक  
सुशांका वर्ये:



1. NAB India has initiated a unique educational Programme for the blind called Diploma Program in Perfumery.
2. The NAB would utilise the resources of National Perfumery College (NPC) for the conducting contact lecture , libratory facilities and industry visits
3. The National Perfumery college would (NPC) maintain the standard of examination and evaluation system as per the standard of the YCMOU.
4. No fees would be charged from these student for contact lectures, practical, felid visits, examinations and certification.
5. “NAB India Perfumery College (NPC)”which is offering the 2 years Diploma Program in Perfumery.
6. NAB would provide all the required academic, interface action and libratory facilities at the learner centre, as per the agreement they have with National Perfumery college.(NPC)
7. The Vice Chancellor of YCMOU has accorded approval to sign MOU with NAB India in its meeting dated 27<sup>th</sup> November, 2019 (date, month, and year).
8. YCMOU is an Open University offering education to masses with the motive being, Dnyaanganga Gharoghari (“ज्ञानगंगा घोघरी”).
9. One of the objectives of the University is to identify the skills and certify the programmes.
10. This is a joint effort by YCMOU & NAB India to reach the benefits of training in Diploma Program in Perfumery and produce trained, ethical and professional visually challenged Youth.

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

**1. SHORT TITLE**

- Development and delivery of 2 years Diploma Program in Perfumery.
- Designing long term perfumery Programmes relevant and useful to the visually challenged learners.
- YCMOU & NAB India has agreed that learners shall not be charged fees. This programme would be available only to the visually challenged student.
- NAB India shall provide the learning material required for programmes.
- NAB India shall conduct contact lectures, carry out continuous assessments, examinations and shall declare the results.
- YCMOU shall issue the certificates to successful candidates.



**I. Development:** Would mean and include all activities pertaining to the following.

- Designing a curriculum for the 2 years Diploma Program in Perfumery
- Detailing the contents for the programmes for the learners identified by NAB India and specifying the expected learning outcomes.
- Designing a suitable assessment system for visually challenged learners.
- Development and delivery of programme shall be the responsibility of NAB India.

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

- Creating / providing the infrastructure for offering programme modules.
- Registration of students.
- Providing learning material to the students and handling other related administrative matters.
- Providing academic support to the students.
- Organizing assignment, and/or examinations for the students.
- Providing guidance for project works, industry visits wherever applicable.
- Appointing liaisoning person with adequate authority to take decision

### **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 NAB India.
- recognition
- YCMOU may carry out sample check of result documents, before Certification.
- Certifying and awarding the successful candidates with relevant certification.

### **4. RESPONSIBILITIES OF NAB India**

- The development & delivery of Perfumery programme would be the responsibility solely of NAB India.
- YCMOU 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 the responsibilities in the implementation of the programmes and for acting as a single point of contact with YCMOU.
  - ❖ Implement all the programs at the NPC in coordination with YCMOU.
  - ❖ Organize the counselling sessions for learners as per prescribed curriculum.



- ❖ This programme is available in blended mode Contact sessions, expert lectures of renowned resource persons, practical and field exposure visits will be organised.
- ❖ Provide administrative support and the required infrastructure at the NPC to establish the required setup for teaching and learning.
- ❖ The Faculty & Staff will be deputed by NAB India & NAB India shall arrange to pay a suitable fee/honorarium to its faculties
- ❖ To design & ensure smooth conduct of the programmes, assessment& examination.
- ❖ Maintain records of work done, attendance, remuneration expenses assessment, etc. For each and every learner.
- ❖ Submit the records of successful candidates to YCMOU for certification process.
- ❖ The use of the name of YCMOU in any promotional campaign or advertisement, print or electronic, related to the admission of students for the said Diploma programme of in admission of student in the proposed programme shall be done only after the recognition is granted by YCMOU.
- ❖ That the management of NAB India shall abide by the conditions to be prescribed by the University while granting recognition for the Diploma Program in Perfumery and from time to time thereafter
- ❖ NAB shall supply the list of successful candidates after successful completion of the programme
- ❖ NAB shall arrange all required faculties in time during the conduct of the programme every year
- ❖ YCMOU shall conduct an annual inspection and appraisal of the programme.
- ❖ Both YCMOU and NAB India shall select one nodal person from each of its side to facilitate ease of communication.
- ❖ NAB India should make efforts to upgrade programme content, teaching style, teaching tools, learning materials & allied from time to time & that YCMOU shall be involved in the process in terms of seeking advice, inputs & finally approval of the changes.
- ❖ NAB India shall not charge any extra fees than mentioned in the prospectus.

*Handwritten signature and date: 27/12/2012*

#### 4. JOINT RESPONSIBILITIES OF YCMOU AND NAB

It is hereby agreed under the purview of this MOU

- It's a joint effort by NAB India & YCMOU to produce well-trained, knowledgeable and aware Visually impaired Youth for Diploma Program in Perfumery
- 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 training in Diploma Program in Perfumery.
- A joint consultative committee will be formed that will meet 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.



## **5. VALIDITY**

This MoU shall be valid for 05 (five) years from the date of signing by YCMOU & NAB India and extendable to next 05 (five) years. The authorized signatory to sign MoU will be Registrar, YCMOU & The Director, NAB India.

## **6. 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.

## **7. 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.

## **8. 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.

## **9. 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.

## **10. 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.

## **11. 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 & The Director, NAB India 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.

All disputes that shall need legal recourse shall be subject to jurisdiction of courts at Mumbai only.



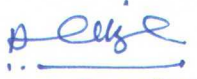

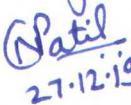

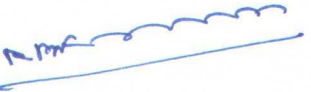
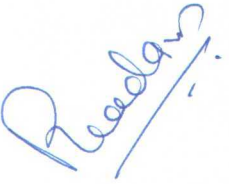
12. SEVERABILITY

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 be valid and enforceable to the fullest extent as permitted by law.

13. LAW

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

The memorandum of understanding /agreement is signed by the authorities of both the parties after the contents of the same being verified and approved by the concerned officers of the respective signing parties.

<p>For and on behalf of <b>Yashwantrao Chavan Maharashtra Open University</b></p> <p></p> <p>(Dr. Dinesh Phonde) <b>Registrar</b> Yashwantrao Chavan Maharashtra Open University, Nashik-422 222 Authorized Signatory, Registrar Yashwantrao Chavan Open University Dnyangangotri, Govardhan., Near Gangapur Dam, Nashik- 422222, Maharashtra</p> <p><b>Witness</b></p> <p>1. </p> <p>2. Miss. Nishigandha Patil  27.12.19</p>	<p>For and on behalf of <b>National Association for the Blind, India</b></p> <p></p> <p>( Mr)  Authorized Signatory, The Director NAB India 1, Khan Abdul Gaffar Khan Road, Worli Sea Face, Worli, Mumbai, Maharashtra 400030</p> <p><b>Witness</b></p> <p>1. </p> <p>2. </p>
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