



MKCL

Creating a Knowledge Lit World
www.mkcl.org

MAHARASHTRA KNOWLEDGE CORPORATION LIMITED

CIN: U80302 PN2001 PLC135348

M-106

ISO 9001:2015 Company

Date: September 23, 2019

Ref.: MKCL:NP-MP:TP:Other offerings:9:2018-19

**Yashwantrao Chavan Maharashtra Open University,
Dnyangangotri, Near Gangapur Dam,
Nashik 422222, Maharashtra, India.**

**Subject: Extension of Empanelment of Training Provider by
Maharashtra Knowledge Corporation Ltd. (MKCL) for creation and running of the
Authorized Learning Centers (ALCs) by the Training Provider for MKCL's various offerings.**

Dear Sir/Ma'am,

The Company had issued Letter no. MKCL:NP-MP:TP:Other offerings:3:2018-19 dated July 03, 2019 regarding the above mentioned subject, however after repeated follow ups, the signed copy of the letter was not received, the letter is being reissued and shall supersede Letter no. MKCL:NP-MP:TP:Other offerings:3:2018-19 dated July 03, 2019 issued previously. We are pleased to inform you that empanelment of 'Yashwantrao Chavan Maharashtra Open University' as Training Provider (TP) of MKCL for creation and running of the Authorized Learning Centers (ALCs) within the State of Maharashtra for MKCL's various offerings as specified in Annexure I hereto, has been extended retrospectively w.e.f. **January 01, 2019 to December 31, 2019** on the below terms-

- (1) For implementation of various MKCL's offerings in the ALCs, you shall discharge 'Center Life Cycle Management' responsibilities entrusted to you by MKCL from time to time.
- (2) The financial details (including fees, TP share in fees) and other details regarding the various offerings shall be decided by MKCL and communicated to you vide email and/or made available in your 'login'.
- (3) MKCL's offerings shall be promoted, propagated and implemented by you under the overall co-ordination of MKCL.
- (4) The TP has a recommendatory and facilitating role to implement the policies of MKCL, and that the authority of decision making and/or according specific approvals, etc. vests only with MKCL unless explicitly delegated to the TP by MKCL in writing.
- (5) This relationship may be terminated mutually or terminated by either party by giving a notice in writing of three months to the other of its intention to do so, but without dishonouring any commitment entered into prior to the date of termination notice and no party shall leave its commitment unfinished which may result in tangible losses to the Learners, ALCs and/or the other party.



AGREED & ACCEPTED
For Yashwantrao Chavan Maharashtra Open University

[Handwritten Signature]

**(Authorized Signatory)
Registrar**

Yashwantrao Chavan Maharashtra
Open University, Nashik-422 222

Extension of empanelment as TP for 'various offerings' of MKCL.2019

क्र.सं. :- 286
दिनांक :- 15/10/19
संलग्नक शास्त्र विद्याशाखा
ड. व. न. मुक्त विद्यापीठ, नाशिक



MKCL

Creating a Knowledge Lit World
www.mkcl.org

(6) Notwithstanding anything stated above, MKCL reserves the right to terminate forthwith this empanelment as TP, without giving any explanations thereof, in any of the following cases:

- (a) unsatisfactory performance of TP as per norms specified by MKCL from time to time;
- (b) conducting, promoting competing course/s by TP;
- (c) complaints by learners against the TP;
- (d) complaints by Network Partners against the TP regarding actions which are prejudicial to the interests of MKCL and its Network Partners;
- (e) offering any type of concession by whatever name called by TP;
- (f) the TP conducting the course in an unauthorized premise/s;
- (g) committing malpractices by the TP which may cause damage to the goodwill of MKCL and/or financial damage to other ALCs following ethical practices;
- (h) TP grossly misguiding the potential learners and/or public at large;
- (i) non-compliance by TP of any guidelines/communications/norms issued by MKCL from time to time;
- (j) the Officers, Directors, Trustees, representatives of the TP misusing the Right To Information Act for personal interests, matters, issues.
- (k) the TP indulging in any litigation against MKCL for any reasons whatsoever;
- (l) statutory non-compliances including non-filings with the Ministry of Corporate Affairs, outstanding tax dues.

The above list is illustrative and not exhaustive and MKCL reserves the unilateral right to include further reasons as required from time to time in the interest of the learners and its Network Partners.

(7) MKCL reserves the right to terminate forthwith the authorization and/or reject renewal of authorization of a specific ALC of the TP, without giving any explanations thereof, in any of the following cases:

- a. unsatisfactory performance of ALC as per norms specified by MKCL from time to time;
- b. conducting, promoting competing course/s by the ALC;
- c. complaints by learners against the ALC;
- d. complaints by Network Partners against the ALC regarding actions which are prejudicial to the interests of MKCL and its Network Partners;
- e. offering any type of concession by whatever name called by the ALC;
- f. the ALC conducting the course in an unauthorized premise;

AGREED & ACCEPTED
For Yashwantrao Chavan Maharashtra Open University



(Authorized Signatory)
Registrar

Yashwantrao Chavan Maharashtra
Open University, Nashik-422 222



MKCL

Creating a Knowledge Lit World
www.mkcl.org

- g. committing malpractices by the ALC which may cause damage to the goodwill of MKCL and/or financial damage to other ALCs following ethical practices;
- h. ALC grossly misguiding the potential learners and/or public at large;
- i. non-compliance by ALC of any guidelines/communications/norms issued by MKCL from time to time;
- j. the ALC indulging in any litigation against MKCL for any reasons whatsoever;
- k. the ALC coordinator/ representative misusing the Right To Information Act for personal interests, matters, issues.
- l. statutory non-compliances including outstanding tax dues

The above list is illustrative and not exhaustive and MKCL reserves the unilateral right to include further cases as required from time to time in the interest of the learners and its Network Partners.

(8) The TP shall be responsible for the proper conduct of its ALCs and incase of any illegal /unpermitted Advertisement and promotion shall be solely responsible for the cost and consequences thereof.

(9) Incase of any litigation by any learner/ALC/any other person against the TP and/or its ALC and in which MKCL is also made a co-party, but where the subject matter does not directly involve MKCL, then MKCL shall deduct and adjust the litigation expenses which it has to bear from the amounts payable to the TP by it.

Kindly communicate your acceptance to the aforesaid authorization, by signing on both the copies of this letter and returning one copy for our record so as to reach us within 10 days from the date of receipt by you.

With regards,

Sincerely Yours,

Vivek Sawant
Managing Director



AGREED & ACCEPTED
For Yashwantrao Chavan Maharashtra Open University

(Authorized Signatory)

Name: **Registrar**
Designation: Yashwantrao Chavan Maharashtra
Open University, Nashik-422 222



MKCL

Creating a Knowledge Lit World
www.mkcl.org

Annexure I

- (1) MKCL's MS-ACIT IT For Teachers
- (2) MKCL's Personal Financial Management (PFM)
- (3) MKCL's Mastering Series
- (4) MKCL's eSchool
- (5) Future Vedh Profiling Test

Registrar
Yashwantrao Chavan Maharashtra
Open University, Nashik-422 222



Extension of empanelment as TP for 'various offerings' of MKCL.2019