

Memorandum of Understanding

This MoU signed on 1st 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

Hegistrar

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WHEREAS:

- 1. The YCMOU has recognized study centers for various programmes,
- 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:-

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.

Open University, Nashikaz Faroll students through study centers.

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 acquisite support staff for fulfilling their responsibilities in the implementation of the accountability and with account action of the account action 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 Poilce representatives will be nominated by the Director, Maharashtra Prison Department /ADD, DIRECTOR GENERAL OF POLICE & INSEPCTOR 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 & INSEPCTOR 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 person or body, except to the persons directly involved in the development of course management of the delivery of course modules.

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 Derbe

Registrat Yeshwanttoo Chavan Maharashira Osan University, Pashis-422 222

Authorized Signatory

1.

(Witness)

For and on behalf of

Maharashtra Prison Department

Authorized Signatory

1.

(Witness)

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2.

(Witness)

(Witness)





Registrar



अपर पोलास महास्चालक व कारागृह पदानिगक्षक

मताराष्ट्र आत्य पूर्ण वाचे क्रान्त्रेत्रः विकासी स्मारस, यस मासना सता ।

न्यामा इसाम्स, २ म यासचा १००। न्यायमा इस.०२०।२६१२४८७७

फिक्स क्र. २६१२५८७८

Email I.D. igprisonspune@gmail.com

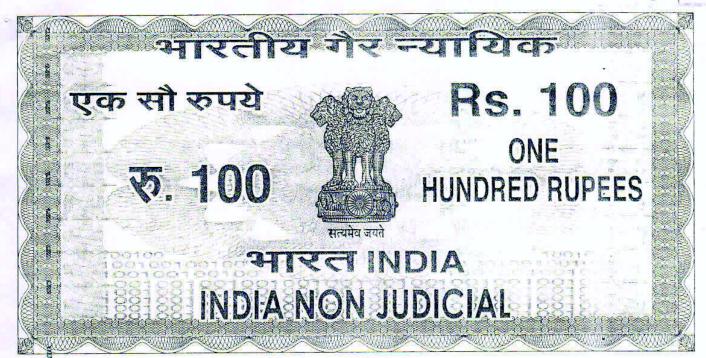
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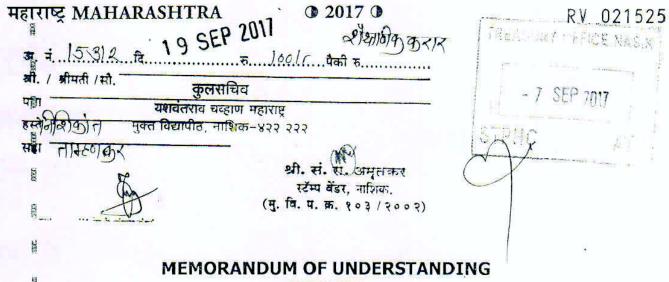
जा.क. न्यांचि/मुख्या./ यचममृति/सामंजस्य करार —परि / /२०१७/कक्ष-९(क), पुणे-१, दि रूर्वरू

विषय :- यशवंतराव चव्हाण महाराष्ट्र मूक्त विद्यापीठ व कारागृह विभाग याचे सामंजस्य करार (MOU) चे अनुषंगाने

संदर्भाकित विषयान्वयं आपणास कळिवणेत येते की, राज्यातील कारागृहात विविध प्रकारच्या गुन्ह्याखाली बंदी शिक्षा भोगत आहेत. त्यांच्या मनावर चांगले संस्कार छावे तसंच कारागृहातून बंदो बाहेर पडल्यानंतर त्यांना उपयोगी पडणारी सामाजिक पुनर्वसनाची महत्त्वाची मुल्ये त्यांच्यावर उसविली जावी या उद्देशाने महाराष्ट्र कारागृह विभाग बंद्यांचे 'सुधारणा व पुनर्वसनाचे' उद्दीष्ट सफलतेसाठी प्रयत्नशील आहे. कारागृहात बंद्यांना व्यावसायिक प्रशिक्षण चेकन त्यांना रोजगाराच्या संधी उपलब्ध करुन देण्यात येतात विविधतापृणं शैक्षणिक कार्यक्रमाच्या मार्फत बंद्यांना सामाजिक जीवनाच्या अधिक चांगल्या आणि उपयुक्त मार्गासाठी शिक्षण देण्यात येते

कारागृहातून उच्च शिक्षण घेवून बंदी कारागृहातून सुटल्यानंतर समाज त्यांना सन्मानान स्विकारेल. त्यामुळे कारागृह विभागाची प्रतिमा उंचावण्यास मदत होईल व त्यायोगे कारागृहाविषयी समाजात चांगला संदेश जाईल. या उपक्रमाचाच एक भाग म्हणून यशवंतराव चव्हाण मुक्त विद्यापीठ, नाशिक व महाराष्ट्र कारागृह विभाग यांचेत कारागृहात विद्यापीठाचे शैक्षाणिक उपक्रम राबविणोकरीता सामंज्यस्य करार दि. ११.०७.२०१७ राजी हाँ दिनेश भोंडे, कुलसांचव यशवंतराव चव्हाण महाराष्ट्र मुक्त विद्यापीठ, नाशिक श्री प्रकाश अतकरे. संचालक विद्यार्थी सेवा विभाग चांचे प्रमुख उपस्थितीत करण्यात आला आहे.





BETWEEN

THE INDIAN ARMY

AND

YASHWANTRAO CHAVAN MAHARASHTRA OPEN UNIVERSITY FOR DESIGNING AND PROVIDING ACADEMIC PROGRAMMES TO THE DEFENCE PERSONNEL

This Memorandum of Understanding (hereinafter referred to as MOU) is signed on at New Delhi.

&

between

The Indian Army on one hand, and represented by the Adjutant General (AG) of the cated Headquarters of Ministry of Defence (Army), New Delhi which expression shall its successors or administrators on one part



Yashwantrao Chavan Maharashtra Open University, Gyangangotri, Nashik, Maharashtra (hereinafter referred to as YCMOU) and represented by its Vice Chancellor, which expression shall include its successors or administrators or assignees on the other part.

WHEREAS the Indian Army is an organization of the Government of India under the Ministry of Defence, which *inter alia* is also responsible for catering to the educational and training needs of all levels of personnel in the Indian Army. The Indian Army is committed to maintain extremely high standards of training and education among all levels of its personnel.

WHEREAS YCMOU is a leading Open University in the country, established by an Act of the Maharashtra Legislative Assembly, is listed as one of the Mega Open Universities in the world and is a recipient of the coveted Award for Institutional Excellence in Distance Education from the Commonwealth of Learning (CoL), Canada. YCMOU is committed to offering high quality, cost-effective need-based distance education to all sections of society, more especially the deprived ones. Besides, YCMOU has a system of recognising institutions / organisational units as Study Centres, which is eminently suitable for the educational requirements of the Army personnel.

Object of this MOU

As a token of our recognition to the services rendered, this Memorandum of Understanding seeks to:

- (i) Offer degree programs in Arts / Commerce to the Army personnel, giving due credit to the knowledge and skills acquired by them while in service
- (ii) Subsequently develop and offer new academic programmes at the Under Graduate level like B.Sc for the wards of the defence personnel, NCC cadets, B. Ed for the War Widows and MBA for the Officers, graduate Junior Commissioned Officers (JCOs) and Other Ranks (OR).

Broad Memorandum of Understanding

The criteria laid down by YCMOU for recognition of Study Centres for the award of the Diploma in Self Empowerment and a Bachelor's degree in Arts or Commerce would form the basis for registration of Regimental Training Centres, established Schools of Instruction and Human Resource Development Centers of the Indian Army as Army-YCMOU Study Centres. The details of the MoU are as defined hereunder:

Definition

i) Development :- All activities pertaining to the following :

 Designing a curriculum for the programmes, giving due credit to the in-house training programmes conducted by the Army.

Detailing the content of the programmes and specifying the expected learning outcomes.

eveloping study material.

designing a suitable assessment system.



ii) Delivery :- All activities pertaining to the following:

- Registering students.
- Providing study-material to the students and handling other related administrative matters.
- Awarding Diplomas / Degrees to the qualifying students.

2. Programme Structure

For the non XII pass personnel

 A Preparatory programme focusing on basic study skills will be offered as a bridge course.

For the XII / Preparatory pass personnel

- The Bachelor's degree programme in Arts / Commerce (BA / B. Com) will be offered.
- The Bachelor's programme will consist of 108 Credit Points (CP) with 1 CP is equal to approximately 30 hours of study, to maintain parity with other Bachelor's pogrammes offered by the University that are in keeping with the norms of the University Grants Commission and such other regulatory authorities.
- The Bachelor's programme will have a minimum duration of 3 years with 36 CP covered in each year. There will be 6 courses offered in each year, each course corresponding to 6 CP. Thus, in all there will be 6x3= 18 courses offered under the graduate degree programme.
- Exemption from studying YCMOU courses in lieu of the in-service training/courses completed will be as under:

First Year: Course exemption for 5 out of 6 courses.

Second Year: Course exemption for 4 out of 6 courses.

Third Year: Course exemption for 3 out of 6 courses.

Thus, out of a total of 18 courses corresponding to 108 CP; course exemption in the form of transfer of credits will be offered for 12 courses corresponding to 72 CP.

At the end of first year of enrolment, on successful completion of the Army vaining, students will be awarded a **Diploma in Self Empowerment**, putly certified by YCMOU and the Indian Army. This Diploma will be marily introduced as a motivational measure.

the Bachelor's degree in Arts / Commerce will be awarded at the end of the Third Year to the students completing all the training components of the Army and securing 40% in the courses offered by YCMOU.

[The course details included in each programme are given in the Appendix]



3. Standard Operating Procedures

Responsibilities of YCMOU

- Enroll students at YCMOU HQ through the recognized Army-YCMOU Study Centres.
- Develop the syllabus, design and print the study material.
- Recognise over a period of time, the respective units/regiments of the Army as YCMOU Sub-Centres.
- Despatch the study material directly to the students through study centers.
- Provide/ Create examination facilities at defined locations as decided by the Indian Army and YCMOU at the end of the Third Year of the degree programme.
- Assist the enrolled Students in enhancing their knowledge and skills and award the successful students with the relevant Certificate / Degree.

Responsibilities of the Army

- Assist in the student registration process.
- Keep student records and communicate updations / changes, if any to the university, using the Digital University Portal.

Joint Responsibilities of YCMOU and the Army

- Application forms, duly filled in along with the applicable fees shall be forwarded to the YCMOU HQ by the respective Army-YCMOU Study Centres.
- Fee subsidy shall be offered as a special gesture and the fees will include Registration, development and despatch of study material, conduct of examinations and Certification. The applicable fees for each student for all the three years under the graduation programme will be collected in one installment at the time of registration to reduce the administrative burden on the Army.

The study material provided by YCMOU will be self-instructional in nature.

The entire set of study material (For First / Second / Third Year of Degree Program) will be provided to the enrolled students during their period of recruit training at their respective Training Centres.

The study material will be made available by YCMOU in Hindi / English / Me athi (with the possibility of adding other languages subsequently as per project) for the Preparatory and BA programmes. The study material for the B. Com. program will be in English. The study material for the B. Ed. program will be in Marathi.

The assessment of students at the Preparatory level will be through an
objective type examination to be conducted along with the routine
examinations at the respective training centre. Students getting a minimum
of 40% in this examination will be eligible for taking admission to the First
Year of the degree programme.

- At the First Year and Second Year of the degree programme, no separate examinations will be held.
- For the final year of graduation, YCMOU will conduct On Demand Examinations at predetermined Exam Centers anywhere in the State of Maharashtra.
- The examination will cover the courses offered by YCMOU at First, Second and Third Year. Students will be fully briefed in advance about the nature of the examination and details regarding how to appear for it through the University Portal. Students clearing the examination successfully will be eligible for the graduation degree (Bachelor of Arts/ Bachelor of Commerce) provided the Army Training Component is also successfully completed by the student. The same would be certified by the Army Study Center. Students may appear for the Third Year examination any time after a minimum period of three years from the date of registration.
- The YCMOU shall make available the facility of "On Demand Examination" to the Army personnel. Such personnel may appear for the examination as per their convenience, at the Examination Centers at regular study centers of YCMOU.
- If the UGC, in the mean time approves the "On-line Examination Mode", the YCMOU shall make available the facility of Online Examination to army personnel.
- Existing academic programs such as MBA shall also be available to Army Officers, graduate JCOs, Other Ranks (OR) and NCC Cadets.
- Some seats under B.Ed. program of YCMOU can also be made available to warwidows. The study material for B.Ed. program is available in Marathi language.

4. Governance

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The following Governance Units/ Committees shall be set up / constituted.

a) Army Liaison Cell in YCMOU premises

b) Joint Consultative Committee (hereinafter called JCC) comprising members of YCMOU and the Indian Army, which would generally meet once in three months.

c) A five member Army-YCMOU Academic Committee (hereinafter called AYAC), under the Chair of Adjutant General or his nominee from the Indian Army with a representative from YCMOU shall be constituted to address and resolve functional issues relating to academic content of courses, number of credits for a subject, examination issues, award of certificates, diplomas or degrees of YCMOU and any other issue(s) brought to its notice/attention.

5. Copyright and Intellectual Property

All copyrights of the course material (Print/ Audio/Video) developed by YCMOU shall rest with YCMOU, the course material developed by the Indian Army shall rest with Indian Army and for courses developed jointly by YCMOU and Indian Army, shall be held jointly with YCMOU and the Indian Army.

6. Validity

This MoU will be effective when signed by both parties and shall remain in effect till termination with mutual consent.

7. Termination

The MoU may be terminated at any time during the currency of its period of validity through mutual consent after six months notice from either side in this regard. However, all registered candidates shall be permitted to pursue and complete the program till the registration period is valid, in furtherance to this MOU.

8. Amendment

The obligation of the Indian Army and YCMOU has been outlined in the MoU. However, during the operation of the MoU, circumstances may arise which may call for alterations or modifications of this agreement. These alterations will be mutually discussed and agreed upon in writing. No Amendment or change hereof or addition hereto shall be effective or binding on either of the parties hereto unless set in writing and executed by the respective duly authorized representatives of each of the parties hereto.

9. Further Acts and Assurances

Each of the parties agrees to execute and deliver all such further instruments and to do and perform all such further acts and things, as shall be necessary and required to carry out the provisions of this agreement and to consummate the transactions contemplated hereby.

10. Matters Not Provided For

If any doubt arises as to the interpretation of the provisions of this Agreement or as to matters not provided therein, the parties to this Agreement shall consult with each other for each instance and resolve such doubts in good faith.

11. Settlement of Dispute and Jurisdiction

If any dispute or difference of any kind whatsoever may arise between the parties in connection with or arising out of this agreement or out of the breach, termination or invalidity of the agreement hereof, the Indian Army and YCMOU shall attempt for a period of 30 days after receipt of notice by the other party of the existence of a dispute to settle such dispute in the first instance by mutual discussions between the parties.

If the dispute cannot be settled by mutual discussions within 30 days as provided herein, only the Courts of New Delhi (NCR) will have the jurisdiction to adjudicate upon the matter.

12. Force Majeure

Neither YCMOU nor the Indian Army shall be liable to each other or to their students for failure or delay in the performance of any of its obligations under this Agreement for the time and to the extent such failure or delay is caused by riots, civil commotion, wars, hostilities between nations, government loss, orders regulations, embargos, action by the government(s) or any agency thereof, act of fires, accidents, strikes, sabotages, explosions, or other similar or different catagories beyond the reasonable control of the respective parties to this

13. Notices

Any notice, approval, consent and or other notification required or permitted to be given hereunder shall be in writing in English and shall be personally delivered or transmitted by registered post with postage fully paid or transmitted by fax to the address specified below or to such other addresses as may, from time to time be given by each party to the other party in writing and in the manner herein before provided to both parties. The notices shall be addressed to the Chairperson of JCC. Yashwantrao Chavan Maharashtra Open University and the Indian Army agree to the broad terms outlined in this Memorandum of Understanding and sign this Agreement.

SIGNED

On behalf of

Yashwantrao Chavan

Maharashtra Open University

(Vayunden

On behalf of the Indian Army

(Prof. E. Vayunandan)

Vice Chancellor

1

YCMOU



Witness

(Dr. Dinesh Bhonde)

Registrar Registrar YCMO Open University, Nashik-422 222

Services)

2.

(Dr. Prakash Atkare)

Director

Student Services Division

YCMOU

Director Student Services Division, Y.C.M. Open University, Nashik. (Ashwani Kumar)

Lieutenant General

Adjutant General

Integrated Headquarters of

Ministry of Defence (Army)

Witness

Lie On Antif General)

New Delhi-110014

Integrated Headquarters of .

Ministry of Defence (Army)

(Sudhakar

Major General

Additional Director General

Personnel Services

Integrated Headquarters of

Ministry of Defence (Army)

Appendix

A] Preparatory Programme

- Study material: 3 books as follows:
 - (i) Basic Study Skills
 - (ii) Mathematics for All
 - (iii) Basic Language Skills

Note: For the purpose of easy handling, all the three books will be bound together with a single cover.

Fees: Rs. 200/- (including study material, registration and examination)

B] Bachelor of Arts

First Year:

- 1 course titled, 'Foundation Course in Self Study Skills' offered by YCMOU (6 CP) in addition to five Army-related courses considered under Credit Transfer.
- Study material will consist of 3 books, bound together in 1 single cover to facilitate easy distribution.
- The book titles will be as follows:
 - (i) Reading & Writing Skills
 - (ii) Listening & Conversational Skills
 - (iii) Observation Skills, Library & Reference Skills and Self-directed Learning

Second Year: 6 courses @ 6 Credit Points per course = 36 CP

- Exemption for 4 Army-related courses out of 6
- Two courses will be offered by YCMOU as follows:
 - (i) · Economics for All
 - (ii) Social Change and Social Movements

Each course will have 1 book.

Third Year: 6 courses @ 6 Credit Points per course = 36 CP

Exemption for 3 Army-related courses out of 6.

Three courses will be offered by YCMOU as follows:

- (i) I and My Social Behaviour
- (ii) Our Rights and their Fulfillment
- (iii) ICT Literacy and Soft Skills

ourses (i) and (ii) above will have 1 book each, while Course (iii) shall have 2 books.

C] Bachelor of Commerce

First Year:

- 1 course titled, 'Foundation Course in Self Study Skills' offered by YCMOU (6 CP) in addition to five Army-related courses considered under Credit Transfer.
- Study material will consist of 3 books, bound together in 1 single cover to facilitate easy distribution.
- The book titles will be as follows:
 - (i) Reading & Writing Skills
 - (ii) Listening & Conversational Skills
 - (iii) Observation Skills, Library & Reference Skills and Self-directed Learning

Second Year: 6 courses @ 6 Credit Points per course = 36 CP

- Exemption for 4 Army-related courses out of 6
- Two courses will be offered by YCMOU as follows:
 - (i) Basics of Accountancy
 - (ii) Fundamentals of Management
- Each course will have 1 book.

Third Year: 6 courses @ 6 Credit Points per course = 36 CP

- Exemption for 3 Army-related courses out of 6.
- Three courses will be offered by YCMOU as follows:
 - (i) HR Management
 - (ii) Banking and Finance
 - (iii) ICT Literacy and Soft Skills
 - Courses (i) and (ii) above will have 1 book each, while Course (iii) shall have 2 books.

Programme Fees (BA/B.Com)*:

First Year

Rs. 250/-

Second Year :

Rs. 350/-

Third Year

Rs. 700/- (inclusive of Online End examination)

Total: Rs. 1300/-

applicable fees may undergo periodic revisions based on review