

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES



सत्यमेव जयते

भारत INDIA

INDIAN NON JUDICIAL

महाराष्ट्र MAHARASHTRA

2017

ST 304427

26 JUN 2018

क्र. नं. 7430 दि. 26.06.2018 र. 100/- पेकी रु. MOU

श्री. / श्रीमती. / सी. श्रीमिनव अम्बेडकर ऑफ टेक्नॉलॉजी & मैनेजमेंट 18 JUN 2018

पत्ता 601, पाराडिस टॉवर, गोखले रोड ठाणे

हस्ताक्षर विनोद खवव

सह

TREASURY OFFICE NASHIK

STPHC ATO

श्री. सं. श्री. अमृतकर
स्टॅम्प वेंडर, नाशिक.
(मु. वि. प. क्र. १०३/२००२)

Agreement

This Agreement is signed on 26th July 2018 between the **Yashwantrao Chavan Maharashtra Open University**, a leading university in open and distance education operating in Maharashtra and having its Headquarter at "Dnyangangotri, Gangapur Road, Nashik" (hereinafter called **YCMOU**), which expression unless repugnant to the context or meaning thereof shall mean and include its successors-in-interest & assigns and the **"Abhinav Institute of Technology & Management"**, having its registered office at "601, 6th Floor, Paradise Tower, Gokhale Road, Thane (West) - 400 602" (hereinafter called as **AITM**) which expression unless repugnant to the context or meaning thereof shall mean and include its successors-in-interest & assigns.

Agreement Between YCMOU and AITM About Learn and Earn Scheme



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Page 1 of 6

Registrar

Yashwantrao Chavan Maharashtra Open University, Nashik-422 222

WHEREAS, YCMOU is an open university established by the Maharashtra State Government Legislature by "YCMOU Act No XX of 1989" known as "Yashwantrao Chavan Maharashtra Open University Act 1989" for providing open and distance education to the large segment of population and in particular to the disadvantaged groups in remote and rural areas through study centres.

WHERE AS, AITM has represented to the YCMOU of its desire to implement skill diploma courses to needy students through "Learn and Earn" scheme by being study centre of YCMOU.

AND WHERE AS, YCMOU has accepted the said request (subject to the prevalent approved rules and procedures) on the terms and conditions recorded herein below.

1. The YCMOU has recognized study centers for various programmes,
2. The AITM is providing opportunities to students to acquire On Job Training and Skills in an industrial or business environment,
3. The parties hereto have mutually agreed to develop/launch skill diploma programmes named as (1) Diploma in Essential Skills (2) Diploma in Business Skills (3) Diploma in Industrial Skills through an arrangement with industries and/or business units, on the terms and conditions which are mentioned in writing hereinafter.

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

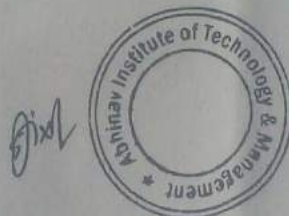
1. SHORT TITLE

Develop and delivery of following 3 skill diploma programmes (1) Diploma in Essential Skills (2) Diploma in Business Skills (3) Diploma in Industrial Skills suiting the needs of the industrial or business sector through implementation under Learn & Earn scheme.

2. DEFINATION

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

- Designing a curriculum for all 03 skill diploma programmes, that is, (1) Diploma in Essential Skills (2) Diploma in Business Skills (3) Diploma in Industrial Skills **each of 1 year duration**.
- Detailing the content for (1) Diploma in Essential Skills (2) Diploma in Business Skills (3) Diploma in Industrial Skills for the students of AITM and specifying the expected learning outcomes.
- Developing Self Learning Material (SLR) for above diploma programmes
- Designing a vocationally oriented student assessment system.




Registrar
Yashwantrao Chavan Maharashtra
Open University, Nashik-422 222

- ii) **Delivery:** All activities pertaining to the following
- Admission and student registration.
 - Creating/providing the infrastructure for offering course-modules to a specified batch of AITM students.
 - Providing **Self-Learning Material (SLM)** to the students of AITM and handling other related administrative matters.
 - Providing academic teaching-learning support to the students of AITM.
 - Conducting "On Job Training" for the students of AITM.
 - Suggesting experts for expert's database for student evaluation
 - Conducting Evaluation as per Evaluation Scheme.

3. RESPONSIBILITIES OF YCMOU

- Develop the skill based curriculum and self learning material for the above courses as per the requirement of the industries, by involving the experts from specific industries in curriculum development. Revision/modifications in the curriculum if required shall also be handled by YCMOU.
- Improving the employability of the students in Maharashtra State by evaluating, certifying and awarding the successful students with the relevant diploma.
- Developing the curriculum, recognizing the study centers in accordance with the university norms, conducting the exams and evaluating the performance of students.
- Exercise supervisory control over the academic support services given to students at the different study centers recognized by YCMOU.
- Monitor the implementation of the scheme.

4. RESPONSIBILITIES OF AITM

- Interact with industries, understand their needs and accordingly place the students of AITM for ON JOB TRAINING for predetermined time periods.
- Implement the Learn & Earn scheme in the State of Maharashtra at various locations through AITM study centers approved by YCMOU.
- Organize class-room / mobile / TAB / Notebook / Desktop Computer etc. based training and education for students and arrange for their ON JOB TRAINING etc.
- Organize the counseling sessions for students in accordance with the norms laid down by YCMOU and UGC. The counseling sessions of prescribed duration shall be conducted.
- Observe the assessment and examination schedules as prescribed by YCMOU from time to time and arrange for smooth conduct of examinations strictly in keeping with the YCMOU specifications.
- Maintain, through liaison with industries, detail student wise record of work done in the industry, attendance and performance records in study centers, as may be



specified by YCMOU from time to time and make these available for inspection whenever so required by the university.

- AITM shall follow all the terms and conditions mentioned in the Government Resolution No. 201803131751197708 dated 13th March 2018 released by the Government of Maharashtra.
- Any franchise of above courses intervening the provisions of UGC, shall be strictly prohibited.

5. FINANCIAL LIABILITIES

- The study centres and AITM shall be responsible for the timely payment of University fees as per prescribed procedure of YCMOU from time to time.
- No additional fees other than prescribed fees shall be charged by the study centre or AITM.
- AITM alone would be responsible for placement and payment to the students under the scheme and also for the compliance of any laws related for operating the Learn and Earn scheme.
- YCMOU shall not be responsible for any payment, recovery of any payment or any non-compliance of any of the statutory provisions by AITM or by the industries where the students are placed by AITM under the scheme.

6. JOINT RESPONSIBILITIES OF YCMOU and AITM

- There will be a Co-ordination Committee of YCMOU with one member representative from AITM to monitor the proper implementation of the scheme and deciding on policy matters like student intake, curricular matters, fee structure, etc.
- This Agreement is in force for following program only-
 - Diploma in Essential Skills
 - Diploma in Business Skills
 - Diploma in Industrial Skills

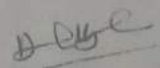
7. VALIDITY & RENEWAL

This Agreement shall be reviewed after 3 years and may be extended for next 2 years with effect from the date of signing by both the parties stated herein.
Agreement shall be renewed only after review of the past performance of AITM.

8. TERMINATION

- Notwithstanding any other provision herein, any of the party may terminate this Agreement by issuance of a six months' notice in writing to the other side.
- Termination of this Agreement by either party shall be without liability on its part and without prejudice, injustice to the student batch enrolled under the Learn and Earn scheme. In such an eventuality, the arrangements made by the university to protect the interest of the students shall be final and binding on the other party.




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Yashwantrao Chavan Maharashtra
Open University, Nashik-422 222

- Due to any directives / orders from AICTE, UGC or any other apex body, if YCMOU is required to discontinue the programme, the same shall be discontinued without any notice as above and the arrangements made by YCMOU to protect the interest of the students shall be binding upon the other party.

9. NON-TRANSFERABILITY OF ASSIGNMENT

This Agreement 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 material of the delivery of course modules.

10. AGREEMENT

This Agreement supersedes any arrangements, understandings, promise or agreements made or existing between the parties hereto prior to or simultaneously with this Agreement whether written, oral or implies and constitutes the entire understanding between them.

11. AMENDMENT

Except as otherwise provided under this Agreement, no amendment hereof, whether by addition or deletion or otherwise, shall be effective unless it is in writing and signed by the parties hereto.

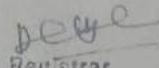
12. REVIEW

At the end of every academic year, a review of activities and achievements will be taken by the coordination committee with a view to improve the system for the next academic year and making the required policy level amendments if required. Upon such an amendment being suggested by YCMOU, the AITM shall carry out the same within the specified time, failing which Agreement shall be liable for termination as per clause 7 hereinabove.

13. ARBITRATION

Any dispute or difference arising out of or in connection with this Agreement shall be resolved by mutual negotiations by and between nominated representatives of both the parties and their joint decision shall be binding on all the concerned. Both the parties shall nominate only such persons who are authorized to take decisions. If the dispute is not resolved between the representatives of both the parties, the same shall be referred for arbitration in accordance with the provision of the Arbitration and Conciliation Act, 1996. The Arbitrator shall be the Hon Vice-Chancellor of YCMOU or his nominee. The decision the Arbitrator shall be binding on all the parties and the expenses of such arbitration proceedings shall be shared equally. The venue of arbitration shall be at Nashik.




Registrar
Yashwantrao Chavan Maharashtra
Open University, Nashik-422 222

14. SEVERABILITY

In the event that any term, condition, or provision contained herein, is determined to be invalid, unlawful, or unenforceable to the extent, the same shall be severed from the body of this Agreement and the remainder hereof shall continue to be valid and enforceable to the fullest extent permitted by law.

15. LAW

Notwithstanding mentioned anything above, this Agreement shall be interpreted and enforced according to the laws of India, UGC Rules and Regulations, Academic and administrative procedures laid down by YCMOU and the decisions of statutory committees of YCMOU.

16. Non-Prohibition

This Agreement will not preclude YCMOU from entering into any other agreement / Agreement with any other institution / party for conducting this scheme for the programmes under reference on similar or other terms.

**Yashwantrao Chavan Maharashtra
Open University, Nashik**



[Signature]
03/07/2018
Authorized Signatory
Registrar
Yashwantrao Chavan Maharashtra
Open University, Nashik-422 222

**Abhinav Institute of Technology &
Management, Thane**



[Signature]
Authorized Signatory

Witness:

[Signature]
3/7/18

Witness:

[Signature]
03/07/2018

Witness:

Witness:

M-104



महाराष्ट्र MAHARASHTRA

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MEMORANDUM OF UNDERSTANDING

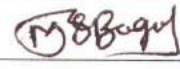
This Memorandum of Understanding (MoU) is signed on 27th Dec 2019 (date, month, year)

BETWEEN

The Yashwantrao Chavan Maharashtra Open University, a leading State Level Open University operating primarily in Maharashtra (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

Advantage Nashik Foundation Nashik "THE SECOND PART" OR "ADAVNTAGE NASHIK FOUNDATION") which expression unless repugnant to the context or meaning thereof shall mean and include its successors-in-interest & assigns.

दस्ताचा प्रकार/ अनुच्छेद	MOU
दस्त नोंदणी करणार आहात का?	-
नोंदणी होणार असल्यास दुय्यम निबंधक कार्यालयाचे नाव	-
मिळकतीचे वर्णन	-
मोबदला रक्कम	-
मुद्रांक विकत घेणाराचे नावग	जॅडव्हनेजे नासिक कॉन्डिशन मोटकरी नगर मुंबई गाका नासिक
दुसऱ्या पक्षकाराचे नाव	व्हाय.ली. एम नासिक
हस्ते असल्यास त्याचा नाव व पत्ता	मयूर लागुल पंचवटी नासिक
मुद्रांक शुल्क रक्कम	१००१ (२००१)
मुद्रांक विक्री नोंद वही क्रमांक व दिनांक	२४२०६ - - - २६१९२१९९
मुद्रांक विकत घेणाराची सही	
परवानाधारक मुद्रांक विक्रेत्याची सही व परवाना क्रमांक तसेच मुद्रांक विक्रीचे ठिकाण/पत्ता	संजय मुरली मूर गांगुडे मुद्रांक विक्रेता (परवाना क्र. ८३/२००१) गुरुकृपा, शिवाजी रोड, सीबीएस, नासिक

WHEREAS

1. ADAVNTAGE NASHIK FOUNDATION, which is offering the Certificate Programme in Road Transport Safety and Awareness for the last 3 years.
2. YCMOU has inspected and approved the programmes as per educational norms and standard. Exam system of ADAVNTAGE NASHIK FOUNDATION is conforming to the standard of examination and evaluation. Certificate Programme in Road Transport Safety and Awareness. through an arrangement between them vide the terms and conditions in writing as herein after appearing.
3. The Vice Chancellor of YCMOU has accorded approval to sign MoU with ADAVNTAGE NASHIK FOUNDATION in its meeting dated 6th November 2019 (date, month, and year).
4. YCMOU is an Open University offering education to masses with the motive being, Dnyaanganga Gharoghari ("ज्ञानगंगा घोषरी").
5. One of the objectives of the University is to identify the skills and certify the programmes.
6. This is a joint effort by YCMOU & ADAVNTAGE NASHIK FOUNDATION, to reach the benefits of training in Certificate Programme in Road Transport Safety and Awareness for the youth and produce trained, ethical and responsible drivers for the benefit of Road Transport Safety and Awareness.

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

1. SHORT TITLE

- Development and delivery of Certificate Programme in Road Transport Safety and Awareness.
- Designing short term Road Transport Safety Programmes relevant and useful to the learners.
- YCMOU & ADAVNTAGE NASHIK FOUNDATION have agreed that learners shall be charged a reasonable fee which adequately compensates for the cost incurred in running the programme.
- YCMOU and ADAVNTAGE NASHIK FOUNDATION shall provide the learning material required for programmes.
- ADAVNTAGE NASHIK FOUNDATION shall conduct the contact lectures,
- YCMOU shall carry out continuous assessments, examinations and shall declare the results.
- YCMOU shall issue the certificates to successful candidates.

2. DEFINITIONS

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

- Designing a curriculum for the Certificate Programme in Road Transport Safety and Awareness.
- Detailing the contents for the programmes for the learners identified by ADAVNTAGE NASHIK FOUNDATION and specifying the expected learning outcomes.
- Designing a suitable assessment system.
- Development of programme shall be the responsibility of YCMOU.
- Delivery of programme shall be the responsibility of ADAVNTAGE NASHIK FOUNDATION.

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, wherever applicable.

3. RESPONSIBILITIES OF YCMOU

- The development of programmes will be the responsibility solely of YCMOU.
- YCMOU shall appoint a liaising person with adequate authority and accountability and for acting as a single point of contact with ADAVNTAGE NASHIK FOUNDATION.
- YCMOU may carry out sample check of result documents, before Certification.
- Certifying and awarding the successful candidates with relevant certification.

4. RESPONSIBILITIES OF ADAVNTAGE NASHIK FOUNDATION

- The delivery of programmes will be the responsibility solely of ADAVNTAGE NASHIK FOUNDATION
- ADAVNTAGE NASHIK FOUNDATION shall function as the nodal unit for mentioned programmes. It shall, in this capacity:
 - ❖ Appoint a liaising 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 ADAVNTAGE NASHIK FOUNDATION 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 ADAVNTAGE NASHIK FOUNDATION to establish the required setup for teaching and learning.

- ❖ The Faculty & Staff will be deputed by ADAVNTAGE NASHIK FOUNDATION & ADAVNTAGE NASHIK FOUNDATION 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 with prescribed convocation and certification fees.
- ❖ 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 Certificate 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 ADAVNTAGE NASHIK FOUNDATION shall abide by the conditions to be prescribed by the University while granting affiliation for the Certificate Programme and from time to time thereafter
- ❖ ADAVNTAGE NASHIK FOUNDATION shall supply the list of successful candidates after successful completion of the programme
- ❖ Total fee of Road Transport Certificate Programme will be Twelve hundred rupees only (1200 Rs) per student. The share of YCMOU will be six hundred rupees only (rupees 600) per student only whereas ADAVNTAGE NASHIK FOUNDATION's share will be (rupees 600) per student only.
- ❖ ADAVNTAGE NASHIK FOUNDATION shall not charge any extra fees than mentioned in the prospectus.
- ❖ ADAVNTAGE NASHIK FOUNDATION 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 ADAVNTAGE NASHIK FOUNDATION shall select one nodal person from each of its side to facilitate ease of communication.
- ❖ ADAVNTAGE NASHIK FOUNDATION 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.

5. JOINT RESPONSIBILITIES OF YCMOU AND ADAVNTAGE NASHIK FOUNDATION

It is hereby agreed under the purview of this MoU

- It's a joint effort by ADAVNTAGE NASHIK FOUNDATION & YCMOU to produce well-trained, knowledgeable and aware young people for Nation building in areas of Road Transport Safety and Awareness,
- 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 Road Transport Safety and Awareness.
- 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.

6. VALIDITY

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

7. TERMINATION

Not with standing 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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, Advantage Nashik Foundation 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.

13. 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.

14. LAW

This MoU shall be interpreted and enforced according to the laws of India inforce 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.

*27/12
(Prakash A. Karode)*

A. N. W.

<p>For and on behalf of Yashwantrao Chavan Maharashtra Open University</p> <p><i>[Signature]</i> 27/12 (Dr. Dinesh Registrar) Yashwantrao Chavan Maharashtra Open University, Nashik-422 222 Authorized Signatory, Registrar Yashwantrao Chavan Maharashtra Open University, Dnyangangotri, Govardhan., Near Gangapur Dam, Nashik- 422222, Maharashtra</p> <p>Witness</p> <p>1. <i>27/12 Prakash A. Karode</i></p> <p>2. <i>Miss. Nishigandha Patil Patil 27.12.19</i></p>	<p>For and on behalf of Advantage Nashik Foundation</p> <p><i>[Signature]</i> A. N. W. (Mr. Ashay Kulkarni) ADVANTAGE NASHIK FOUNDATION</p> <p>Authorized Signatory, The Director, DIRECTOR Advantage Nashik Foundation Sy.No.590/591, Motkari Nagar, Near Nelson Hospital, Mumbai Naka, Nashik, 422002. Maharashtra</p> <p>Witness</p> <p>1. <i>Patil Suresh H. Patil</i></p> <p>2. <i>SR Karode S R KARODE</i></p>
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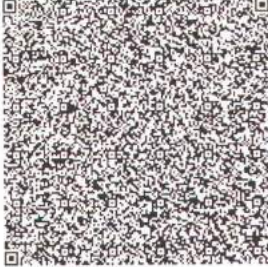
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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

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Purchased by	: CSC e GOVERNANCE SERVICES INDIA LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: CSC e GOVERNANCE SERVICES INDIA LIMITED
Second Party	: YCMOU
Stamp Duty Paid By	: CSC e GOVERNANCE SERVICES INDIA LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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②
R04973
25/04/17

MEMORANDUM OF UNDERSTANDING

BETWEEN

Yashwantrao Chavan Maharashtra Open University
(An Open University established under act XX of Maharashtra State Legislature)

AND

CSC e-Governance Services India Limited
(Implementing Agency of the National Digital Literacy Mission)

This Memorandum of Understanding (MOU) is signed between Yashwantrao Chavan Maharashtra Open University [hereafter referred as YCMOU] and CSC e-Governance Services India Ltd. for jointly conducting online remote proctored examination for learners trained under the National Digital Literacy Mission courses.

Whereas the CSC e-Governance Services India Limited, a company promoted by the Department of Electronics and Information Technology, Government of India, [hereafter referred as CSC SPV], is implementing the scheme of National Digital Literacy Mission (NDLM)/ Prime Minister Grameen Digital Saksharta



base
Registrar
Yashwantrao Chavan Maharashtra
Open University, Nashik-422 222

Mission (PMGDISHA) through Training Partners/ Training Centres empanelled to non-IT literates, neo-IT literates and persons having rudimentary level of digital literacy with the objective of making one person in every eligible family digitally literate, and


Whereas **YCMOU** is an open university promoted by GOM under act XX of Maharashtra State Legislature and the recognition by the 'University Grants Commission of India', this university is fully empowered to award various academic certifications like certificates, diplomas, and graduate, post-graduate, doctoral degrees.

2. OBJECTIVES OF MOU

The CSC SPV and YCMOU (together hereinafter referred to as Parties) have together decided to enter into a Memorandum of Understanding (MOU) with the following objectives:

- (i) Under PMGDISHA more than 6 crore learners to be trained and certified across the country. CSC SPV will empanel YCMOU as one of the certifying agencies under NDLM/ DISHA.
- (ii) A learner can walk in any time between 08.00 A.M and 08.00 P.M from Monday to Sunday and will be given one hour time to complete the online remote proctored examination (specifically designed for NDLM) having 25 questions.
- (iii) CSC SPV will supply the list of learners before the examination directly through a secured online transfer. YCMOU will schedule the examination from the date of receiving the learners' database.
- (iv) CSC SPV will allot unique ID to each learner with the help of YCMOU which will indicate the district and state as well as year of the examination.
- (v) The examination will be conducted as per the guidelines specially prepared for by YCMOU and CSC SPV.




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- (vi) The data of awards will be forwarded by YCMOU to CSC SPV through a secured online process.
- (vii) YCMOU will process the result and issue the digitally signed certificate it within 24 hours of completion of examination.
- (viii) The result will be declared for learners scoring 8 questions correct in the examination as “successfully completed” and the score of each learner will be shared separately with CSC SPV. The printed copy of the certificate will be issued within 15 days of examination with CSC SPV.

3. RESPONSIBILITIES

Specific responsibilities of YCMOU and CSC SPV are listed as under:

YCMOU

- (i) Design, develop and periodically review, moderate and update, the Question Bank for the courses in different Indian languages as per demand.
- (ii) Regularly review and update the Standard Operating Procedures (SOPs) for implementation of Digital Literacy courses.
- (iii) Conduct online remote proctored examination
- (iv) The YCMOU will engage proctors as per requirement.
- (v) Providing login IDs to various stakeholders
- (vi) Verification of learners' data and processing of results
- (vii) Issue of digitally signed certificate to successful learners. A sample copy of the certificate to be issued is enclosed as Annexure – 1.
- (viii) Printing and distribution of final pass certificates of successful learners to CSC SPV New Delhi for onward distribution to learners.




Registrar
Yashwantrao Chavan Maharashtra
Open University, Nashik-422 222

CSC SPV

- (i) Micro level eligibility checking of the learners at the time of registration itself.
- (ii) Biometric authentication of the learners at the time of enrollment and also at the time of examination.
- (iii) Examination centre allocation to the learners and examination center management;
- (iv) Setting up of the examination centre viz. installation, dissemination of information pertaining to the examination centres to ES.
- (v) Submission of comprehensive report of proceedings covering all aspects of conduct of examinations and making suggestions for improvement in the process/system.
- (vi) Maintain the complete data of learners and provide the statistics as and when required by YCMOU.

4. FUNDING

The work would be taken up in the project mode by YCMOU. YCMOU will raise an invoice against the number of learners appeared for the examination on a monthly basis at the rate of Rs. 30/- inclusive of all applicable taxes. CSC SPV will arrange for the funds from the NDLM/DISHA Examination Fee Head for the activities to be undertaken under this MOU, including the expenditure for the dedicated Project team at YCMOU.

5. REVIEW

The signatories to the parties will review at their level, at least once in 3 months, the activities undertaken under this MOU.




Registrar
Yashwantrao Chavan Maharashtra
Open University, Nashik-422 229



6. This MOU shall be effective by the authorised representatives of the parties for a period of 3 (three) years from the date of signing of MOU. The MOU can be extended/terminated beyond/within three years on mutual consent of both the parties.
7. The parties to the MOU will be at liberty to terminate the MOU at least one month's advance notice, in special circumstances, to be explained in writing to the other party.
8. Without prejudice to the foregoing, steps shall be taken to ensure that the termination of this MOU will not compromise or discriminate against any of the activities or programmes undertaken within the MOU framework.
9. Any amendment in the MOU can be made with the consent of the both the signatories.



For and on behalf of YCMOU


 Registrar
 Dnyangangotri, Near Gangapur Dam,
 Open University, Nashik-422 222,
 Nashik, Pin Code - 422 222,
 Maharashtra (India)

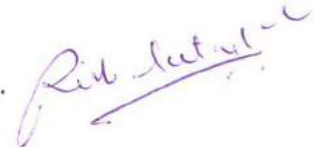

For and on behalf of CSC SPV


 Chief Executive Officer
 3rd Floor, Electronic Niketan,
 6 CGO Complex
 New Delhi - 110 003

WITNESSES

1. 
 Name and Signature
 Dr. Arjun P. Ghatule
2. 
 Name and Signature
 Dr. Rajendra Vadane



1. 
 Name and Signature
 RISHAVESH PATAWAKAR
2. 
 Name and Signature
 Subodh Mishra

Date : April, 2017
 Place : New Delhi
 YCMOU/RO/107/2017

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES



सत्यमेव जयते

भारत INDIA
INDIAN NON JUDICIAL

महाराष्ट्र MAHARASHTRA

2019

VV 080964

16 JAN 2020

अ. नं. 28987 दि. 16 JAN 2020 रु. 100/- पेकी रु. MOU

श्री. श्रीमती / सौ. अमितकर यशवंतराम चव्हाण सहा.

पता मुकाविकापिठ - गंगापूर नाशिक

हस्ते अशोक सांडगे

सही *(Signature)*

TREASURY OFFICE NASIK

06 JAN 2020

STPHC ATO

श्री. सं. स. अमृतकर
स्टॅम्प व्हडर नाशिक.
(मु. वि. प. क्र. 903/2002)

AGREEMENT FOR THE PURCHASE OF BRAOU HYDERABAD STUDY MATERIAL

This agreement is made and executed on 16th day of January 2020 between "YASHWANTRAO CHAVAN MAHARASHTRA OPEN UNIVERSITY, NASHIK" Maharashtra represented by the Registrar of the university (hereinafter called the licensee and this expression shall include his successors and assignees) on the one part and Dr. B. R. Ambedkar Open University, Hyderabad (Telangana) represented by Registrar of the university (hereinafter called BRAOU and this expression shall include its successors and assignees) on the other part.

G. Laxmi

(Signature)

1/3

- (1) Where as the Licensee Wishes to make use of the printed instructional material of BRAOU designed for the M.Sc. programmes by way of purchase on cost basis arrived by Dr.BRAOU from time to time.

NOW IS HEREBY AGEED AS FOLLOWS

- (a) This licensee is an instrument to use the instructional material of BRAOU, designed for M.Sc. for use in the following M.Sc. programmes offered the licensee for an initial of period three years from the date of entering this agreement.

Master's Programme

Sl.No.	Name of the programme	Course Title	Medium
1	M.Sc. – Physics	All Courses	English
2	M.Sc. – Chemistry	All Courses	English
3	M.Sc. – Botany	All Courses	English
4	M.Sc. – Zoology	All Courses	English

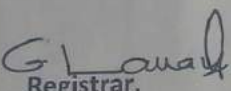
- (b) BRAOU Hereby grants to the licensee to use the BRAOU material for the enrolled student of the Licensee University only and a copy each of these material forms the part and parcel of this agreement document.
- (2) Whereas the BRAOU Licensee is desirous of placing orders with the BRAOU for supply of their requirement of Dr.BRAOU STUDY MATERIAL, published by BRAOU, now and in the future.
- (3) WHEREAS the BRAOU is authorized for BRAOU STUDY MATERIAL, and has confirmed their agreement to supply the material to the licensee on the following terms and conditions:
- The licensee will issue a firm order in writing to the BRAOU.
 - The BRAOU will issue a proforma invoice against the order and full advance payment will be made by the licensee, to the BRAOU.
 - The order of licensee will be supplied immediately on availability from Dr. BRAOU and in any case within 90 days.
 - The prices as fixed by Dr.BRAOU will be charged. Only original BRAOU study material will be supplied.
 - The books will be supplied in part or in full as per availability.
 - No amendment to change, waiver or discharge any provision of this agreement shall be valid unless in writing and signed by an authorized representative of each of the parties.
 - The licensee shall pay to BRAOU the licensee fee using its material. The licensee University shall have to pay the actual cost of the books / course material arrived by BRAOU. Further, the Licensee University has to collect the books / course material at BRAOU campus only, and shall have to make their own arrangements for packing and transportation up their campus.
- (4) Any breach of this agreement shall, at the BRAOU's discretion, render the license null and void. In such circumstances the licensee shall destroy all reprint copies made and show proof of such destruction by submitting to BRAOU a certificate of destruction and refrain from making use of the material.
- (5) The License shall be terminated if it is found that the licensee university is not using the license for the given purpose i.e. use of the material among its enrolled students only.
- (6) The license shall be terminated if it is found that the licensee university in connivance with the printer is selling the material in the market or making the material available to other than the enrolled of the licensee university.
- (7) At the expiry of the term this licensee/at the termination of the license, the licensee shall either return or destroy the material. The licensee university shall not use the

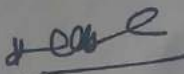
G. Laxmi

20/3

Material for any purpose in any manner and if it is found that the licensee is using the material after the expiry period, the appropriate recourse to a court of law shall be taken.

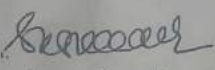
- (8) The licensee shall not use these course materials for any purpose other than academic. Further, it shall not employ any mode of distributing / delivering the licensed material than printed (physical/book) form. In other words, it shall neither be web-hosted nor distributed in the form of soft copies to the target learners of the licensee institution i.e., YCMOU.
- (9) Both 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 by Dr. BRAOU within the jurisdiction of twin cities of Hyderabad & Secunderabad, Telangana State.

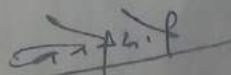

Registrar,
Dr. B. R. Ambedkar Open
University, Hyderabad
REGISTRAR
Dr. B. R. AMBEDKAR OPEN UNIVERSITY
JUBILEE HILLS, HYDERABAD-500 033.
(G. LAXMA REDDY)

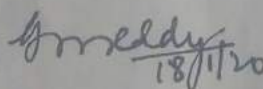

Registrar
Yashwantrao Chavan
Maharashtra Open University, Nashik-422 222
Nashik
(Dinesh Bhonde)
Registrar
Yashwantrao Chavan Maharashtra
Open University, Nashik-422 222

Witness on behalf of
Dr. B. R. Ambedkar Open
University, Hyderabad

Witness on behalf of
Yashwantrao Chavan
Maharashtra Open university
Nashik

1)  18-01-20
A. Sudhakar


1) (Vivek Oak Deputy Registrar)
YCMOU

2)  18/1/20
(G. Malla Reddy)

2) P. S. Reddy 18-01-2020
(P. Madhusekhara Reddy)

IGNOU

(17)

(19)
A103



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL87304640230620P
Certificate Issued Date : 29-May-2017 11:58 AM
Account Reference : IMPACC (IV)/ dl766703/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL76670375472513662530P
Purchased by : REGISTRAR ADMIN IGNOU
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : REGISTRAR ADMIN IGNOU
Second Party : Not Applicable
Stamp Duty Paid By : REGISTRAR ADMIN IGNOU
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



.....Please write or type below this line.....

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

Yashwant Rao Chavan

Registrar

Statutory Alert:

1. The authenticity of the Stamp Certificate should be verified at www.ignoustamp.com. Any discrepancy in the details on the Certificate and as available on the website renders it invalid.
2. The duty of checking the legitimacy is on the user of the certificate.

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

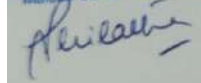
- (i) This is an agreement to mutually use the instructional materials of IGNOU and YCMOU for an initial period of three years, from the date of this document.
- (ii) IGNOU and YCMOU hereby grant to each other the acquisition of reproduction and translation rights of their study material (as given in 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.

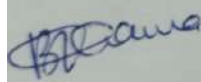
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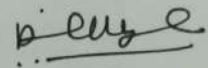
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- (d) While using the printed instruction material, IGNOU/YCMOU may use audio- video cassettes prepared by IGNOU/YCMOU.
- iv) Any breach of this Agreement shall nullify this document.
- v) Copy rights in respect of the concerned course material are 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
नियंत्रक (आचार्य) (अ.प्र.) / Registrar (Admin.) I/c
द्वारा राष्ट्रीय मुक्त विश्वविद्यालय
विद्यापीठ, नई दिल्ली-110088
Gandhi National Open University,
Maidan Garhi, New Delhi-110088





 - 29/5/17
REGISTRAR, YCMOU
C Dr. Dinesh B
Registrar
Yashwantrao Chavan Maharashtra
Open University, Nashik-422 222

Witness:

1. 
29.05.2017

2.



महाराष्ट्र MAHARASHTRA

2017

RV 021525

अ. नं. 15312 दि. 19 SEP 2017 शैक्षणिक करार
 रु. 100/- पैकी रु.

श्री. / श्रीमती / सौ. कुलसचिव

पता यशवंतराव चव्हाण महाराष्ट्र

हस्तोपस्थित मुक्त विद्यापीठ, नाशिक-422 222

सहा ताबतगकर

श्री. सं. र. अमृतकर
 स्टॅम्प वेंडर, नाशिक.
 (मु. वि. प. क्र. १०३/२००२)



MEMORANDUM OF UNDERSTANDING

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.

by
 &

between

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



and

Yashwantrao Chavan Maharashtra Open University, Gyanganotri, 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:



1. 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.
- Developing 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 programmes 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 $6 \times 3 = 18$ 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 training, students will be awarded a **Diploma in Self Empowerment**, jointly certified by YCMOU and the Indian Army. This Diploma will be primarily 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 / Marathi (with the possibility of adding other languages subsequently as per need) 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

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 God, strikes, fires, accidents, strikes, sabotages, explosions, or other similar or different categories beyond the reasonable control of the respective parties to this Agreement.



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

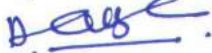
On behalf of the Indian Army




(Prof. E. Vayunandan)
Vice Chancellor
YCMOU



Witness

1. 
(Dr. Dinesh Bhonde)
Registrar
Yashwantrao Chavan Maharashtra
Open University, Nashik-422 222
YCMOU
Services)

2. 
(Dr. Prakash Atkare)
Director
Student Services Division
YCMOU

Director
Student Services Division,
Y.C.M. Open University, Nashik.



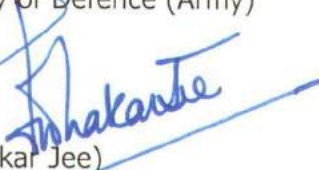
(Ashwani Kumar)
Lieutenant General
Adjutant General
Integrated Headquarters of
Ministry of Defence (Army)



Witness

1. 
(Gopal R)
(R. Gopal)
Lt Gen
DG (MP & PS)
AG's Branch
IHQ of MOD (Army)
New Delhi-110011
(Manpower, Planning, & Personnel

Integrated Headquarters of
Ministry of Defence (Army)

2. 
(Sudhakar Jee)

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

Courses (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)*:

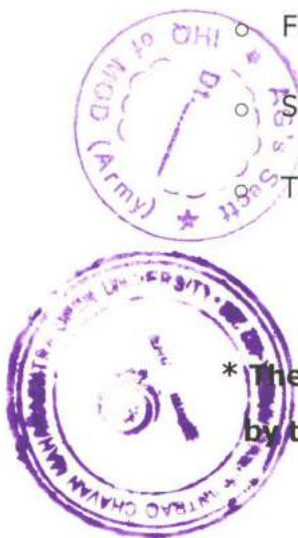
First Year : Rs. 250/-

Second Year : Rs. 350/-

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

Total: Rs. 1300/-

* The applicable fees may undergo periodic revisions based on review by the JCC





महाराष्ट्र MAHARASHTRA

2018

NAGPUR TREASURY
 TZ 294381
 07 DEC 2018
 Stamp Head Clerk / Sr. Clerk

MEMORANDUM OF UNDERSTANDING

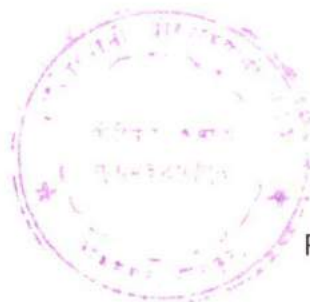
This Memorandum of Understanding (MOU) is signed on **14th December, 2018**

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 its successors-in-interest & assigns,

AND

The **Janardan Swami Yogabhyasi Mandal**, Nagpur having its headquarter at Nagpur (hereafter called as "THE SECOND PART" OR "JSYM") which expression unless repugnant to the context or meaning thereof shall mean and include its successors-in-interest & assigns.



11

१) वस्तुचा प्रकार/अनुच्छेद क्रमांक	
२) वस्तु नोंदणी करणार आहेत काय ?	होय/नाही
३) नोंदणी होणार असल्यास दुय्यम नियंत्रक कार्यालयाचे नाव दुय्यम नियंत्रक का.	
४) मिल्कतीचे वर्णन	
५) मोचदला रक्कम	
६) मुद्रांक विकत घेणाऱ्याचे नाव	जाना धरन स्वाहा प्रोग्रामरी मिस
७) दुय्यम पक्षकाराचे नाव	
८) हमत असल्यास स्वतःचे नाव व पत्ता	मराठी R. Rethaji
९) मुद्रांक शुल्क रक्कम	१००
१०) मुद्रांक विक्री नोंद वही क्रमांक	१०२६४
दिनांक	१२/१२/२०१८
११) मुद्रांक विकत घेणाऱ्याची सही	
वि. एन. क्षीरसागर	मुद्रांक विक्रेता ला. क्र. १०/१९९६ कोड क्र. ४६०१००३ जिल्हाधिकारी परीसर तह. कार्यालय नागपूर.



WHEREAS

1. The JSYM is offering Yog Pravesh and Yog Pravin courses for last 60 years.
2. YCMOU has inspected and approved the programmes as per educational norms and standard. Exam system of JSYM is conforming the standard of examination and evaluation. Diploma, Advance Diploma and other programmes in Yog through an arrangement between them vide the terms and conditions in writing as hereinafter appearing.
3. Board of Management of YCMOU has accorded approval to sign MOU with JSYM in it's meeting dated 10.11.2018.
4. YCMOU is an Open University offering education to masses with the motive being, "ज्ञानगंगा" .
5. One of the objectives of the University is to identify the skills and certify the courses.
6. This is a joint effort by YCMOU & JSYM to reach the benefits of Yog for health across larger and under privileged section of the society.

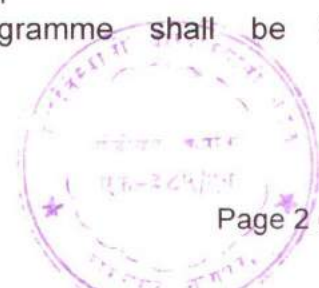
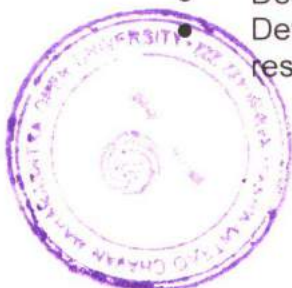
NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER-

1. SHORT TITLE

- Development and delivery of Diploma (Yog Pravesh), Advance Diploma (Yog Pravin) and other Yog programmes.
- Designing short term Yog Programmes relevant and useful to the learners.
- YCMOU & JSYM have agreed that learners shall not be charged any tuition fees, as is prevalent in JSYM since it's inception in 1951.
- JSYM shall provide the learning material required for courses.
- JSYM shall conduct classes, carry out continues assessments, examinations and shall declare the results.
- YCMOU shall issue the certificates to successful candidates.

2. DEFINITIONS

- I. **Development:** Would mean and include all activities pertaining to the following:
 - Designing a curriculum for the Diploma / Advance Diploma Programmes.
 - Detailing the contents for the programmes for the learners identified by JSYM and specifying the expected learning outcomes.
 - Designing a suitable assessment system
 - Development and delivery of programme shall be the responsibility of JSYM



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

- Creating / providing the infrastructure for offering course modules.
- Registration of students.

- Providing learning material to the students and handling other related administrative matters.
- Providing academic support to the students.
- Organizing assignment, assessment and/or examinations for the students.
- Providing guidance for project works, wherever applicable.

3. **RESPONSIBILITIES OF YCMOU**

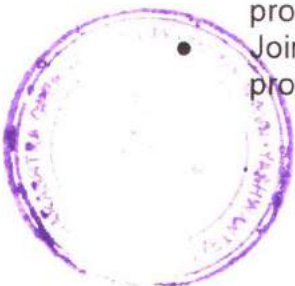
- YCMOU shall appoint a liaisoning person with adequate authority and accountability and for acting as a single point of contact with JSYM.
- YCMOU may carry out sample check of result documents, before result.
- Certifying and awarding the successful candidates with relevant certification.

4. **RESPONSIBILITIES OF JSYM**

- The development & delivery of courses will be the responsibility solely of JSYM.
- JSYM, Nagpur 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 their responsibilities in the implementation of the programmes and for acting as a single point of contact with YCMOU.
 - ❖ Implement all the programs at the JSYM in coordination with YCMOU.
 - ❖ Organize the counselling sessions for learners as per prescribed curriculum.
 - ❖ Provide administrative support and the required infrastructure at the JSYM to establish the required setup for teaching and learning.
 - ❖ The Faculty & Staff will be deputed by JSYM. These individuals will perform their duties without charging fees or honorarium.
 - ❖ To design & ensure smooth conduct of the courses, assessment & examination.
 - ❖ Maintain records of work done, attendance, assessment, etc. for each and every learner.
 - ❖ Submit the records of successful candidates to YCMOU for certification with prescribed convocation and certification fees.

5. **JOINT RESPONSIBILITIES OF YCMOU AND JSYM**

- 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 Yog.



6. VALIDITY

This MOU shall be valid for 05 (five) years from the date of signing by YCMOU & JSYM and extendable to next 05 (five) years. The authorized signatory to sign MOU will be Registrar, YCMOU & Secretary (Karyawaha), JSYM, Nagpur, Maharashtra.

7. 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.

8. 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.

9. 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.

10. 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.

11. REVIEW

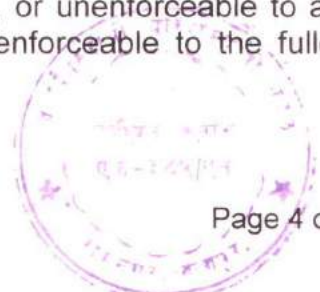
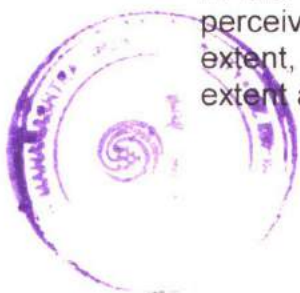
At the end of every academic year, a review of the activities and achievements will be taken with a view to improve the system for the next academic year and making the required policy level amendments, if necessary.

12. 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 & Secretary (Karyawaha), JSYM, Nagpur 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.

13. SEVERABILITY

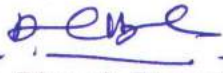
In the event that any term, condition, or provision contained herein, is perceived by either Parties to be invalid, unlawful, or unenforceable to any extent, the same shall be held to be valid and enforceable to the fullest extent as permitted by law.



14. LAW

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

For and on behalf of **Yashwantrao Chavan Maharashtra Open University**



(Dr. Dinesh Bhonde)
Authorized Signatory,
Registrar
Dnyangangotri,
Govardhan, Near Gangapur Dam,
Nashik- 422222, Maharashtra

Registrar
Yashwantrao Chavan Maharashtra
Open University, Nashik-422 222


For and on behalf of **Janardan Swami Yogabhyasi Mandal**



(Ram Khandve)
Authorized Signatory,
Secretary
Ramnagar, Nagpur-440033,
Maharashtra

कार्यवाह
योगाभ्यासो मंडळ
रामनगर नागपूर १०

Witness

1. 

2. 

Witness

1. 

2. 



महाराष्ट्र MAHARASHTRA

© 2015 ©

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प्रधान मुद्रांक कार्यालय, मुंबई
प. नं. वि. क्र. ८००००१४
- 4 APR 2016
सत्यमेव जयते
सभ्यता अधिकारी

Memorandum of Understanding

Between



यशवंतराव चवण

Yashwantrao Chavan Maharashtra Open University, Nashik

And



LUPIN

Lupin Limited, Mumbai



जोडपत्र-२ / Annexure-II ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी खालील शिस्त्या प्रक्रियेचा अतिरिक्त वापरण्यात येणान्या मुद्रांक खरेदीचे दोषापासून & महिन्यात वापरत्मे बंधनकारक आहे.

मुद्रांक क्रमांक (Serial No.)	दिनांक (Date)
50	20 APR 2016
परतर्णात (Nett amount)	होय / नाही (Yes/No)
	NOV
<p>LUPIN LIMITED 159, C. S. T. ROAD, KALINA, S. S. ROAD (E). MUMBAI - 400 098.</p> <p><i>Yeshwant Rao Chavan</i></p>	
परतर्णात (Nett amount)	500/-
मुद्रांक किनासाचे (Stamp)	प्राधान्यातून मुद्रांक विक्रेत्याची (Stamp)

सागर जगन्नाथ माने

Memorandum of Understanding

The MOU signed on 15th March 2011 is being renewed on 25th April 2016 on such terms and conditions as mutually agreed between the Yashwantrao Chavan Maharashtra Open University, constituted under Maharashtra Act No XX of 1989 and having its headquarters in Nasik, Maharashtra (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 Lupin Limited, a company registered under the Companies Act, 1956 and having its registered office at 159, CST Road, Kalina, Santacruz (East), Mumbai (hereinafter called 'THE SECOND PARTY' or Lupin) which expression unless repugnant to the context or meaning thereof shall mean and include its successors-in-interest & permitted assigns

WHEREAS:-

- YCMOU has been addressing the academic needs of students in various parts of the country and has recognized study centers for various programs, and
- Lupin Limited is inter alia engaged in the business of manufacturing, marketing, selling, and distributing pharmaceutical products.
- Lupin Limited and YCMOU have been associated for providing educational skills to the students of the Learn & Earn Program being implemented under the purview of Lupin Human welfare & Research Foundation (LHWRF).
- Both parties have been involved in conceptualization, design and smooth implementation of the BSc (Industrial drug Sciences) under the Learn & Earn Program subject to necessary approvals from UGC.
- Two batches of the BSc (IDS) program have graduated and two more batches of the program are in progress as of date.

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

1. Objective

The parties hereto have mutually agreed to continue this association for ensuring execution of the customized Degree program- BSc (Industrial Drug Sciences) for students registered under the Learn & Earn Program.



2. Responsibilities of Parties

YCMOU shall be responsible for

- Identifying a central coordinator within the organization for coordination of all the responsibilities associated with smooth implementation of the program in collaboration with the central coordinator from Lupin.
- Suggesting periodic updates in the course curriculum in line with the requirements of the Industry and the regulatory guidelines for such distance courses.
- Identifying content developers (writers, media specialists, etc.) for development & updation of learning material from time to time.
- Providing suitable training / orientation to the content developers.
- Developing new learning material like textbooks etc. with a strong focus on providing practical and applied industry-related skills as and when required.
- Identifying experts for academic counselling and contact/teaching sessions for the program.
- Providing appropriate quantity of study-material to the study centers before the commencement of the academic session.
- Providing all necessary academic support to the students/trainees (delivering lectures, organizing discussions / quizzes/ seminars / group activities etc.)
- Preparing and sharing a Program schedule for every academic session comprising of details such as semesters breakup, examination dates and such other details related to the conduct of the Program
- Ensuring that the requirements and the necessary information with respect to all the academic/administrative procedures related to program are shared with the coordinator from Lupin appropriately and well before time.
- Obtaining all authorizations and consents from the appropriate education boards/ government bodies with respect to the continued execution of program.
- Providing complete information/guidelines and necessary support for ensuring timely execution of all activities related to the program like registration, examination, printing of study material, academic sessions, result announcement, repeater examinations etc.
- Ensuring smooth resolution of all grievances for any aspect of program execution.



Responsibilities of LUPIN

Lupin Limited shall be responsible for:

- Identifying a central coordinator from within the organization for coordinating and handling the responsibilities associated with the conduct of the Program.
- Assisting the experts identified by YCMOU in developing and updating the curriculum, taking into consideration the skill requirements of Industry and Government bodies from time to time.
- Identifying experts from within Lupin for assisting in imparting training & providing need-based academic support to the enrolled students in any given batch, in addition to the regular classroom contact lectures by YCMOU faculty.
- Providing complete logistic support within the organization for smooth execution of the program.
- Continue to provide a reasonable stipend as Lupin may deem fit, free accommodation, food and travel subsidy to the Candidates from the disadvantaged sector enrolling for the academic program developed under this MoU in addition to taking care of their registration, tuition and examination fees.
- Enrolling a minimum of 50 (fifty) students per center, per year for the program. In case a batch of 50 students is not formed in a specific academic year, Lupin Limited will pay the fee for the remaining no of students to YCMOU.
- Ensuring the payment of the required registration cum tuition fee per student per year, at the start of the academic year to YCMOU. Provide proper infrastructure facilities such as classrooms, laboratories, canteen, and other recreational facilities to the Candidates in its campus.
- Adhere to the schedule and guidelines communicated by YCMOU for registration, examination, evaluation and other academic aspects.

3. Representations and Warranties

Lupin represents and warrants to YCMOU that:



- It has all the licenses, permits, consents, authorizations and expertise to handle all the material including hazardous chemicals and other material used for the academic purpose during this program.
- All the necessary safety measures have been ensured. YCMOU shall, in no way, be responsible for any mishap during the practical training or otherwise.
- Medical checkup has been carried out for each candidate enrolled under the Learn & Earn Program

YCMOU represents and warrants to Lupin that:

- All necessary approvals for such customized program will be obtained from the concerned government bodies by YCMOU from time to time, wherever any changes are suggested by government bodies
- The degree being awarded under this collaboration is an accepted qualification meeting the requirements & norms of a graduation courses under the governing bodies for distance courses

5. Acknowledgement

The course material developed & updated as a result of the MOU between YCMOU and LUPIN will acknowledge the contribution of all the experts involved in the process.

6. Ownership and Copyright of Course Materials

The copyright of the course material shall be vested with YCMOU. YCMOU shall be free to use the course material developed under this collaboration for other YCMOU students registered under different academic or similar programs conducted elsewhere. Lupin specific content or information will be shared only after due permission from the concerned coordinator from Lupin Limited.

7. Validity

This MOU shall be valid for three years with effect from the date of signing by both the parties and unless terminated earlier in accordance with the terms of this MOU may thereafter be renewed by mutual consent of the parties. During this period of three years, Lupin will enroll a minimum new 50 students per center, per year for the program or pay the course fee for minimum fifty students per year.



8. Limitation of Liability

Under this MOU, the aggregate responsibility of Lupin Limited, at law or at contract or otherwise, shall only be limited to an extent of funding made to the students. The aggregate responsibility of YCMOU shall only be limited to the extent of providing complete support for the execution of the program on the academic front.

9. Disclaimer

Parties hereby agree that in view of encouraging the deserving youth to join the pharmaceutical industry, Lupin Limited has agreed to continue provide its support including part of the funding to YCMOU on academic front. YCMOU has agreed to continue their support in this process from academic perspective and suggest improvements in curriculum for the betterment of Program from time to time.

10. Termination

- Notwithstanding any other provision herein, if either party fails or refuses to perform the responsibilities outlined in this MOU, the other party shall give a fifteen days notice to the non-performing party to fulfill its responsibility. If such responsibility is not fulfilled within such fifteen day period, then the other party may terminate this MOU by issuance of a fifteen days 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 under a given academic session and subject to their completion of the course.
- In the above event, the Lupin shall be responsible to pay to YCMOU towards the yearly fee of students who are already enrolled and undergoing the course till their completion of the course and YCMOU shall provide the academic support till completion of the enrolled batches
- In case of termination of this MOU, each party is bound to submit to the other party all the documents related to the program under this collaboration and clear all the due with respect to fee etc.

11. Agreement

Ry



Atharva



This MOU supersedes any arrangements, understandings, promises or agreements made between the parties hereto prior to or simultaneously with this MOU whether written, oral or implied and constitutes the entire understanding between them.

12. Amendment

Except as otherwise provided under this MOU, no amendment hereof, whether by addition or deletion or otherwise, shall be effective unless it is agreed in writing and confirmed by the parties hereto.

13. Review

A review of the process will be undertaken once in every academic year, or such other time period as may be mutually agreed between the parties, during the tenure of this MOU to evaluate progress and undertake revisions as required through mutual consent of both the parties.

14. Arbitration

Any dispute or difference arising out of or in connection with this MOU shall be resolved by mutual negotiations by and between the Heads of the two organizations or their representatives and their joint decision shall be binding on all the concerned. If one of the parties raises any dispute on the decision, the same shall be referred for arbitration in accordance with the provision of the Arbitration and Conciliation Act, 1996. The sole arbitrator shall be appointed by the VC of the university. The place of arbitration shall be Nashik and the language of arbitration shall be English. The decision of the Arbitrator shall be binding on both the parties and the expenses of arbitration shall be shared equally.

15. 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.



16. Governing Law and Jurisdiction

This MOU shall be interpreted and enforced according to the laws of India in force from time to time and, subject to clause 14 above, parties submit themselves to the exclusive jurisdiction of competent courts in Nashik.

IN WITNESS WHEREOF the parties hereto have executed this MOU in the presence of witnesses on the day, month and year therein above written.

**For Yashwantrao Chavan
Maharashtra Open University, Nasik**

**For Lupin Ltd.
Mumbai**

Signature 

Signature 



Name: Kavali Pandit Muralidhar
Designation: Acting Registrar & Finance Officer

Name: RISHU RAJ SAR
Designation: Head - L&D
Lupin Limited



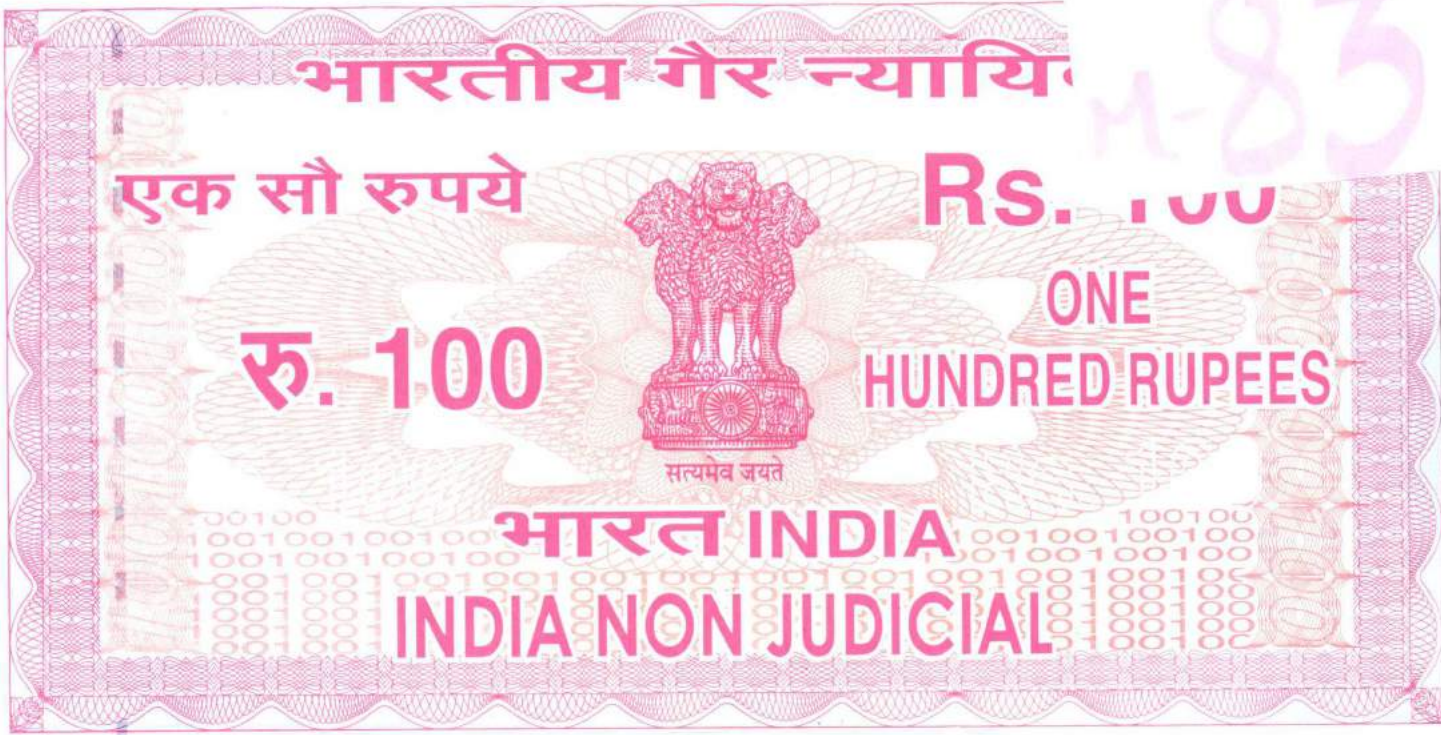
Signature 

Signature 

Name: Dr. Jaydeep Nikan
Designation: Director, School of Health Sciences

Name: SHAVETA SAWHNEY
Designation: MANAGER - L&D
LUPIN LIMITED





महाराष्ट्र MAHARASHTRA

2017

RV 397031

7 NOV 2017

स.प.स.

अ. नं. 19055 दि. र. 100/- पैकी रु.

श्री. / श्रीमती / सौ.

Registrar

पता Yashwantrao Chavan Maharashtra
Open University, Nashik-422 222

हस्ता

सहा

श्री. र. थोरान
7/11/17

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



Memorandum of Understanding

This MoU signed on 8th November 2017 between the Yashwantrao Chavan Maharashtra Open University, a leading state-level Open University operating primarily in Maharashtra and having its Headquarters in Nashik (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 Police, with its headquarters at Maharashtra State Police Headquarters, Shahid Bhagatsingh Marg, Colaba, Mumbai 400 001 through Dy. Director (Training), MPA (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, Nashik-422 222

(Dr. Jalindar Supekar)
Dy. Director (Training)
Maharashtra Police Academy, Nashik

Registrar

Yashwantrao Chavan Maharashtra
Open University, Nashik-422 222

WHEREAS:

1. The YCMOU has recognized study centers almost in all district headquarter places in Maharashtra for its academic programmes.
2. The Maharashtra Police through its Police Training Centres (PTC) and The Maharashtra Police Academy (MPA), over the years have been training police personnel of all ranks.
3. The MPA is the nodal agency for various Training and Development Activities of Police Officials of all levels.
4. The parties hereto have mutually agreed to develop and launch B.A, M.B.A. and Certificate programmes for police personnel and their eligible family members through an arrangement with MPA, PTC and the Training Centres at the District Headquarters of Maharashtra Police, 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. OBJECTIVE

- Jointly and collaboratively develop and deliver B.A, M.B.A. and Certificate programmes to police personnel meeting the minimum requirement of the University.
- Jointly design short-term vocational courses relevant and useful to family members of the Police Force.

2. DEFINITIONS

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

- Designing a curriculum for various programmes.
- Detailing the content for the programmes and specifying the expected learning outcomes.
- Designing a suitable assessment system.

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

1. Registering eligible members mentioned above as students for various programmes.
2. Creating / providing the infrastructure for offering course-modules.
3. Providing study-material to the students and handling other related administrative matters.
4. Offering the content through various media such as class-room delivering of lectures, Virtual delivering of contents, seminars, workshops, contact programmes etc.,
5. Providing academic support to the students.
6. Organizing assignments and/or examinations for the students.
7. Providing guidance for Project work, wherever applicable.
8. Evaluation of performance and delivering results of performance



Registrar

Yashwantrao Chavan Maharashtra
Open University, Nashik-422 222


(Dr. Jalindar Supekar)
Dy. Director (Training)
Maharashtra Police Academy, Nashik

3. RESPONSIBILITIES OF YCMOU

1. Enroll eligible members through study centers (existing/established in Maharashtra Police Academy and Police Training Schools).
2. YCMOU shall appoint 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 Maharashtra Police Academy.
3. Support the programmes by way of developing the curriculum, recognizing the study centres run by the second party in accordance with the university norms, providing the study materials in conducting necessary examination and in evaluation of the performance of students.
4. Wherever required evaluate / knowledge and skills of the students and certify and award the successful students with the relevant Degree / Diploma.
5. Exercise quality control over the academic support services given to students.

4. RESPONSIBILITIES OF MAHARASHTRA POLICE

Maharashtra Police through the Maharashtra Police Academy, Nashik shall function as the nodal unit for the afore-mentioned 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 a single point contact with YCMOU.
- Implement the scheme at its own study centres approved by YCMOU.
- Organize counseling sessions for students.
- Provide the required infrastructure at each of its study centre.
- Provide necessary logistic support and applicable honorarium to the counsellors of the university who may visit the study centre established within the PTC/ MPA/ District Training Centres / Police Lines.
- Ensure smooth conduct of examinations in accordance with the guidelines prescribed by the university.
- Maintain student wise records of work done, attendance etc.
- Providing administrative support to establish whenever necessary Study Centres in Police Lines for the benefit of member of police family.

5. JOINT RESPONSIBILITIES OF YCMOU AND MAHARASHTRA POLICE (THROUGH MAHARASHTRA POLICE ACADEMY)

- There will be a Core Committee to design the Course Content and Structure to ensure the smooth working of the scheme. This course Committee will decide on policy matters like student intake, curricular matters, etc. There will be **FIVE** representatives of YCMOU and **FIVE** representatives of Maharashtra Police 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 Police Academy, Nashik.
- The Core Committee will meet at least once in each quarter to review the working of the scheme.


Registrar

Yashwantrao Chavan Maharashtra
Open University, Nashik-422 222


(Dr. Jalindar Supekar)
Dy. Director (Training)
Maharashtra Police Academy, Nashik

6. VALIDITY

This MoU shall be valid for 5 years with effect from the date of signing by the parties concerned. The authorized signatories for this MOU will be Registrar as per YCMOU Act, YCMOU & Dy. Director (Training), MPA on behalf of Maharashtra Police.

1. 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 students belonging to Maharashtra Police for appearing for the exams and completing the course in the event of termination of contract as above.

2. 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.

3. 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.

4. AMENDMENT

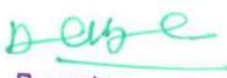
Except as otherwise provided under this MOU, no amendment hereof, whether by addition or deletion or otherwise, shall be effective unless it is in writing and signed by the parties hereto.

5. 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.

6. ARBITRATION

Any dispute or difference arising out of or in connection with this MOU shall be resolved by mutual discussion by and between the Vice Chancellor, YCMOU & ADG (Training) on behalf of Maharashtra Police 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 1996. 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. The place of Arbitration shall be at Nashik.


Registrar
Yashwantrao Chavan Maharashtra
Open University, Nashik-422 222


(Dr. Jalindar Supekar)
Dy. Director (Training)
Maharashtra Police Academy, Nashik

7. 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.

8. 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

[Handwritten Signature]
Registrar

Yashwantrao Chavan Maharashtra
Open University, Nashik-422 222

Authorized Signatory

1.

[Handwritten Signature]
(Witness)

2.

[Handwritten Signature]
(Witness)

For and on behalf of

Maharashtra Police

[Handwritten Signature]
(Dr. Jalindar Supekar)
Dy. Director (Training)
Maharashtra Police Academy, Nashik

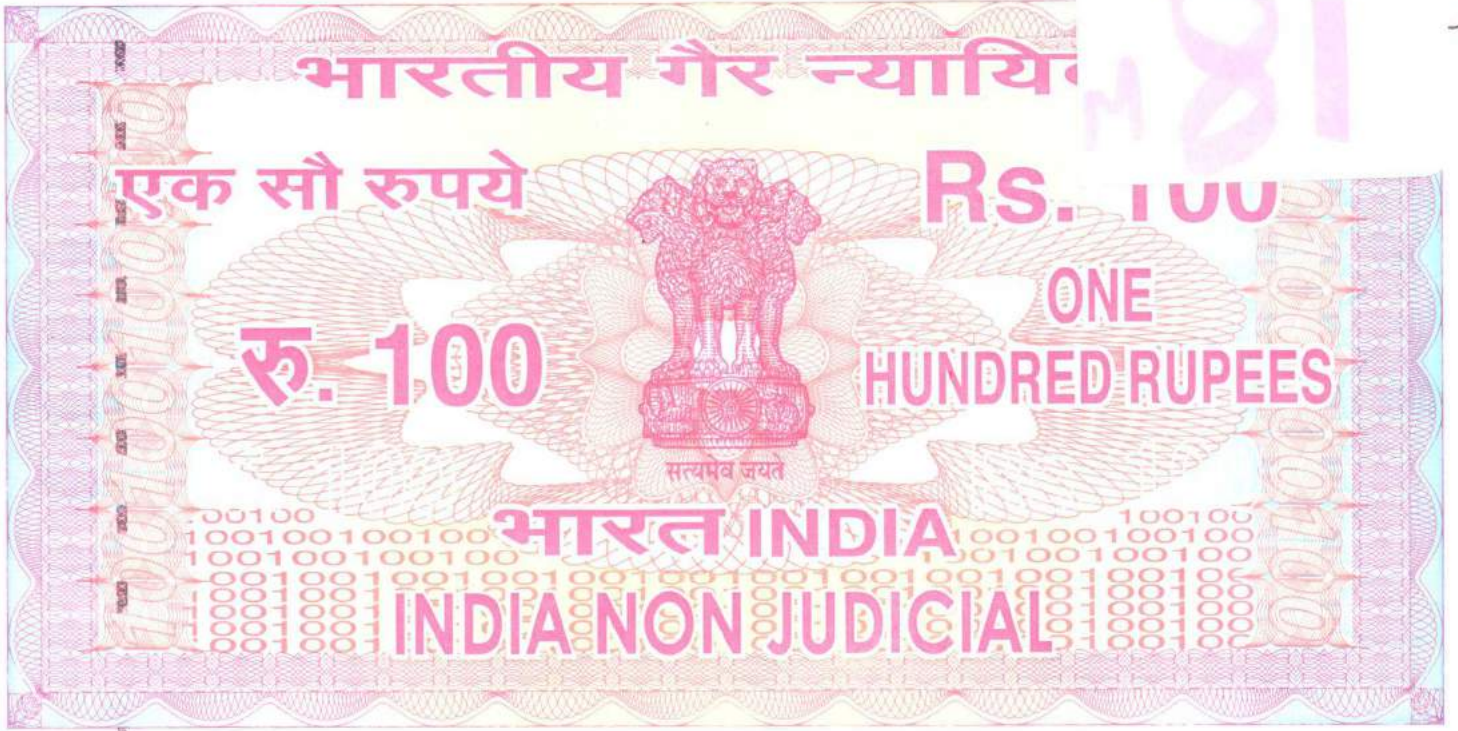
1.

[Handwritten Signature]
(Nandkumar Thakur)
Dy. Director (Admin)
Maharashtra Police Academy, Nashik

2.

[Handwritten Signature]
(Witness)
Director,
Maharashtra Police Academy
Nashik.





महाराष्ट्र MAHARASHTRA

2015

PL 029370

अ. नं. 8527 दि. 10 JUL 2017
श्री. / श्रीमती / सौ. कुलराधिव यशवंतराव चव्हाण महा. मुक्तविद्या. 5.40
पत्ता गंगापूर उ.प.स. ना. जि. नाशिक 100/- पैकी रु.
हस्त शरद माकती शोयन
सर्वी



श्री. स. र. अमृतकर
स्टॅम्प बँडर, नाशिक.
(मु. वि. प. क्र. १०३/२००२)

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

P. S. Chavhan

Registrar

Yashwantrao Chavan Maharashtra
Open University, Nasik-422 002

V. Madhvi



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 & INSEPECTOR 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

[Handwritten signature]

Registrar

Yashwantrao Chavan Maharashtra
Open University, Nashik-422 227

Authorized Signatory

1.

(Witness)

2.

(Witness)

For and on behalf of

Maharashtra Prison Department

[Handwritten signature]

Authorized Signatory

1.

(Witness)

2.

(Witness)





सत्यमेव जयते
महाराष्ट्र शासन

महाराष्ट्र राज्य मराठी विश्वकोश निर्मिती मंडळ, मुंबई
आणि
यशवंतराव चव्हाण महाराष्ट्र मुक्त विद्यापीठ, नाशिक
यांच्यात ज्ञानमंडळ स्थापन करण्यासाठी करावयाचा करार
विषय - शिक्षणशास्त्र

करार करून देणार -
कुलसचिव,
यशवंतराव चव्हाण महाराष्ट्र मुक्त विद्यापीठ,
नाशिक - ४२२२२२.
फोन नं. ०२५३ - २२३०४७०
ई-मेल - registrar@ycmou.digitaluniversity.ac

करार करून घेणार -
सचिव,
महाराष्ट्र राज्य मराठी विश्वकोश निर्मिती मंडळ,
रविंद्र नाट्यमंदिर इमारत, २ रा मजला, सयानी मार्ग, प्रभादेवी, मुंबई - ४०००२५.
दूरध्वनी//फॅक्स क्र. ०२२-२४२२९०२०, ०२२-२४२२९०२७.
ई-मेल - sec.ms.mvkosh@gmail.com

अक्षय
२५/६

प्रकल्पाचे नाव - मराठी विश्वकोश अद्ययावतीकरण

महाराष्ट्र राज्य साहित्य आणि संस्कृती मंडळाची स्थापना दि. १९ नोव्हेंबर १९६० रोजी झाली. त्यानंतर मंडळाचे विभाजन होऊन स्वतंत्र 'महाराष्ट्र राज्य मराठी विश्वकोश निर्मिती मंडळ' हे महाराष्ट्र शासनाने दि. १ डिसेंबर १९८० रोजी स्थापन केलेले मंडळ असून विश्वकोशाच्या द्वारा जगातील विविध विषयातील ज्ञान मराठीत आणण्यासाठी या मंडळाची स्थापना झाली. आपला उद्देश अधिक परिणामकारकरीत्या साध्य करण्यासाठी विविध विद्यापीठांना ज्ञानमंडळाच्याद्वारे सहभागी करून घेण्याकरिता विविध विद्यापीठांशी सामंजस्य करार करण्याचा निर्णय घेतला आहे.

विश्वकोश मंडळाने आपल्या कार्यासाठी विविध विद्यापीठांचे सहकार्य घ्यावे असे निर्देश महाराष्ट्र शासनाच्या सामान्य प्रशासन विभागाच्या दि. १७ जून १९६४ च्या शासन निर्णयामध्ये नमूद केले आहे.

त्याचबरोबर यशवंतराव चव्हाण महाराष्ट्र मुक्त विद्यापीठाच्या कायदा क्र. २० १९८९ मध्ये विद्यापीठांच्या दैनंदिन कामकाजाव्यतिरिक्त पुढील उद्देश देखील नमूद केलेले आहेत.

c) To promote acquisition of knowledge in a rapidly developing and changing society and to continually offer opportunities of upgrading knowledge, training and skill in the context of innovation, research and discovery in all fields of human endeavour by developing educational network with the use of modern communication media and technologies appropriate for a learning society:

g) To provide through incidental and non-formal means, for continuing and extension of education in various cultural forms, arts, crafts and skills of the country, raising their quality and improving their availability to the people;

k) To promote national integration, integrated development of the human personality and advance the culture of the people of Maharashtra in particular, and India in general, using rich cultural heritage and traditions of social reform of the people of Maharashtra.

तसेच, मराठी विश्वकोशाच्या अद्ययावतीकरणासाठी ज्ञानमंडळे स्थापन करण्यास मान्यता देणेबाबत महाराष्ट्र शासन, मराठी भाषा विभाग, शासन निर्णय क्र. विकोश २०१५/ प्र.क्र. १७१ / भाषा-२, दि. २३ फेब्रुवारी २०१६ नुसार व मा. अध्यक्ष, महाराष्ट्र राज्य मराठी विश्वकोश निर्मिती मंडळ यांच्या मान्यतेने सचिव, महाराष्ट्र राज्य मराठी विश्वकोश मंडळ आणि कुलसचिव, यशवंतराव चव्हाण महाराष्ट्र मुक्त विद्यापीठ, नाशिक यांच्यात सामंजस्य करार करण्यात येत आहे.

योजनेचा उद्देश - मराठी विश्वकोश निर्मिती मंडळाने विश्वकोशाच्या २० खंडांची निर्मिती केली असून या २० खंडांच्या नोंदींचे अद्ययावतीकरण करणे, विविध विषयावरील नव्या माहितीची सातत्याने भर टाकणे यासाठी ज्ञानमंडळाची स्थापना परिशिष्ट -१ नुसार करणे. प्रत्येक उपविषयासाठी स्वतंत्र ज्ञानमंडळ स्थापन करून ही सर्व ज्ञानमंडळे एकमेकांशी जोडणे व त्या आधारावर विश्वकोशाची पुढील रचना करणे हा उद्देश आहे.

योजनेचे स्वरूप -

१) मराठी विश्वकोश खंड १ ते २० मधील नोंदींच्या अद्ययावतीकरणाच्या प्रक्रियेमध्ये कालबाह्य झालेल्या नोंदी निश्चित करणे, विद्यमान नोंदींचे पुनर्लेखन करणे, नव्या नोंदी लिहून घेणे आदि विविध विषयांचा समावेश असेल. हे प्राथमिक काम झाल्यानंतर जगामध्ये प्रकाशित होणाऱ्या माहितीच्या साहाय्याने नोंदी अद्ययावत करण्याची प्रक्रिया सातत्याने चालू ठेवणे याही कामाचा अंतर्भाव असेल. यासाठी ज्ञानमंडळाची स्थापना करण्यात येत आहे. प्रत्येक विषयासाठी स्वतंत्र ज्ञानमंडळ असेल आणि ही सर्व ज्ञानमंडळे विश्वकोशाशी जोडली जातील.

२) या योजनेच्या अंतर्गत यशवंतराव चव्हाण महाराष्ट्र मुक्त विद्यापीठ, नाशिक या विद्यापीठाने शिक्षणशास्त्र या विषयाची पालकसंस्था म्हणून ज्ञानमंडळाची जबाबदारी घेण्यासाठी हा सामंजस्य करार करण्यात येत आहे.

ज्ञानमंडळाची कार्यपध्दती, कामकाज पार पाडण्यासंबंधी अटी व शर्ती -

१) यशवंतराव चव्हाण महाराष्ट्र मुक्त विद्यापीठ, नाशिक 'शिक्षणशास्त्र' या विषयाच्या ज्ञानमंडळाची जबाबदारी स्वीकारत आहे.

२) या ज्ञानमंडळात एक समन्वयक आणि पाच तज्ज्ञांचे सल्लागार मंडळ असेल. पाच तज्ज्ञांच्या सल्लागार मंडळातील दोन तज्ज्ञ यशवंतराव चव्हाण महाराष्ट्र मुक्त विद्यापीठ, नाशिक यांच्याशी संबंधित असतील. उर्वरित तज्ज्ञांची निवड शैक्षणिक अर्हता, अनुभव आणि ज्ञानमंडळामार्फत करावयाच्या कार्याला वेळ देऊ शकतील अशा तज्ज्ञांची निवड करण्यात येईल. ही निवड मराठी विश्वकोश निर्मिती मंडळाचे अध्यक्ष, विषयपालक आणि संस्था प्रतिनिधी यांच्या परस्पर विचार विनिमयाने करण्यात येईल. मराठी विश्वकोश निर्मिती मंडळातील विषय पालक हे ज्ञानमंडळाचे पदसिध्द सदस्य असतील.

३) संबंधित विद्यापीठ / शैक्षणिक व संशोधन संस्थेतील मराठीतून संशोधनात्मक लेखन करण्याचा अनुभव असलेले विषयतज्ज्ञ / सेवानिवृत्त तज्ज्ञ / संशोधक विद्यार्थी (M.Phil / Ph.D. / Other) यामधून समन्वयक नेमण्यात येईल. समन्वयक परिशिष्ट १ मध्ये 'समन्वयक' या शीर्षाखाली नमूद केल्याप्रमाणे जबाबदाऱ्या पार पाडतील.

४) ज्ञानमंडळाला आवश्यक कार्यालयीन सुविधा उदा. कार्यालय, इंटरनेट सुविधेसह संगणक, प्रिंटर इत्यादि व सल्लागार मंडळाच्या बैठकीसाठी आवश्यक सुविधा यशवंतराव चव्हाण महाराष्ट्र मुक्त विद्यापीठ, नाशिक उपलब्ध करून देईल.

५) शिक्षणशास्त्र या विषयातील लेखकांची कार्यशाळा / प्रशिक्षण आयोजित करण्यासाठी तसेच ज्ञानमंडळाचे काम परिशिष्ट १ मध्ये नमूद केलेल्या कार्यपध्दतीप्रमाणे चालविण्यासाठी यशवंतराव चव्हाण महाराष्ट्र मुक्त विद्यापीठ, नाशिक आवश्यक ती सर्व मदत करेल. ज्ञानमंडळाच्या माध्यमातून ज्या नोंदी तयार होतील त्यावर महाराष्ट्र राज्य मराठी विश्वकोश निर्मिती मंडळाचा स्वामित्व हक्क राहिल व यशवंतराव चव्हाण महाराष्ट्र मुक्त विद्यापीठ, नाशिक यांच्या सहकार्याची योग्य ती नोंद घेण्यात येईल.

६) यशवंतराव चव्हाण महाराष्ट्र मुक्त विद्यापीठ, नाशिक येथे स्थापन करण्यात आलेल्या ज्ञानमंडळाची कालमर्यादा कमाल तीन वर्षांची असेल, कामाचा आढावा घेऊन आवश्यकतेनुसार हा कालावधी कमी अधिक करता येईल.

७) यशवंतराव चव्हाण महाराष्ट्र मुक्त विद्यापीठ, नाशिक येथे स्थापन करण्यात आलेल्या ज्ञानमंडळाच्या कामकाजासाठी खालील बाबींवर होणाऱ्या संभाव्य वार्षिक खर्चाची रक्कम महाराष्ट्र राज्य मराठी विश्वकोश निर्मिती मंडळामार्फत देण्यात येईल.

(१) समन्वयक मानधन रु. १५,००० X १२ = रु. १,८०,०००/-

(दरमहा समन्वयांकडून कामाचा अहवाल प्राप्त झाल्यावर मानधन अदा करण्यात यावे.)

(२) ज्ञानमंडळ तज्ज्ञांचा बैठक खर्च, स्टेशनरी व इतर खर्च - रु. २५,०००/-

(३) प्रशिक्षण / कार्यशाळेचा खर्च - रु. ३५,०००/-

(तज्ज्ञांचे मानधन प्रति तास रु. ७५० व प्रवास खर्च - वित्त विभाग, शा. नि. क्र. प्रवास-१०१०/प्र.क्र.२/सेवा-५, दि. ३ मार्च २०१० नुसार

प्रशिक्षणार्थींचा व तज्ज्ञांचा अल्पोपहार खर्च - प्रति व्यक्ती, प्रति दिन रु. २५०/-, स्टेशनरी, इतर खर्च.)

* प्रशिक्षणार्थींचा प्रवास खर्च - प्रवास खर्च वित्त विभाग, शा. नि. क्र. प्रवास-१०१०/प्र.क्र.२/सेवा-५,

दि. ३ मार्च २०१० प्रमाणे मराठी भाषा विभाग शा. नि. क्र. विकोश-२०१५/प्र.क्र.१७१/भाषा-२,

दि. २३.०२.२०१६ सेवासुविधा अ.क्र. ३ व ४ मध्ये नमूद केल्यानुसार संबंधित विद्यापीठ किंवा संस्था महाराष्ट्र राज्य मराठी विश्वकोश निर्मिती मंडळाकडून अदा करण्यात येईल.

८) ज्ञानमंडळाच्या संभाव्य वार्षिक खर्चासाठी यशवंतराव चव्हाण महाराष्ट्र मुक्त विद्यापीठ, नाशिक या विद्यापीठास दिलेल्या रकमेच्या खर्चाचे तपशिल व पावत्या दरमहा, तसेच वार्षिक खर्चाचे उपयोगिता प्रमाणपत्र विद्यापीठाकडून मराठी विश्वकोश निर्मिती मंडळास पाठविण्यात येईल. विद्यापीठाने एका जबाबदार कर्मचाऱ्याकडे याची जबाबदारी सोपवावी.

१) नोदीचे लेखन, समीक्षण-संपादन, भाषांतर करणाऱ्या तज्ज्ञांना मराठी भाषा विभाग, शासन निर्णय, क्र. मविवन-२०१३/प्र.क्र.७०/भाषा-२, दि. १० फेब्रुवारी २०१५ व शासन निर्णय क्र. मविवन-२०१३/प्र.क्र.७०/भाषा-२, दि. १० मार्च २०१५ नुसार मानधन / मोबदला महाराष्ट्र राज्य मराठी विश्वकोश निर्मिती मंडळामार्फत देण्यात येईल.

१०) नोदीशी संबंधित चित्रे, रेखाटने, नकाशे, चलचित्रे, ध्वनिचित्रफित (Audio Visual) याबाबतचे मानधन / मोबदला महाराष्ट्र राज्य मराठी विश्वकोश निर्मिती मंडळामार्फत नियमानुसार देण्यात येईल.

११) या ज्ञानमंडळामार्फत प्रतिवर्षी किमान २५० ते ३०० नोदीचे लेखन, समीक्षण-संपादन कार्य पूर्ण करण्यात येईल.

१२) यशवंतराव चव्हाण महाराष्ट्र मुक्त विद्यापीठ, नाशिक येथे स्थापन करण्यात आलेल्या ज्ञानमंडळाचा उद्देश संबंधित विषयातील अद्ययावत व परिपूर्ण माहिती मराठी भाषेतून अभ्यासकांना, जिज्ञासूंना मिळावी असा असल्याने हे काम अधिक चांगल्या रीतीने करण्याकरिता आगामी काळात ज्ञानमंडळाच्या कार्यपध्दतीत जे बदल करावे लागतील ते परस्परांच्या विचार विनिमयातून करण्यात येतील.

१३) 'शिक्षणशास्त्र' या विषयाशी संबंधित लोकांच्या मनात जागृती निर्माण व्हावी म्हणून महाराष्ट्र राज्य मराठी विश्वकोश मंडळ आणि यशवंतराव चव्हाण महाराष्ट्र मुक्त विद्यापीठ, नाशिक यांच्या संयुक्त विद्यमाने परस्पर विचार विनिमयातून उपक्रम राबविण्यात येतील.

१४) ज्ञानमंडळाच्या माध्यमातून तयार करण्यात आलेल्या नोदीचा उपयोग त्या त्या विषयातील विद्यापीठ / संस्था स्तरावरील अभ्यासक्रमासाठी व पूरक संदर्भ म्हणून विद्यार्थी, अभ्यासक व जिज्ञासूंना होईल. यासाठी संयुक्तपणे उपक्रमही राबविण्यात येतील.

स्थळ - मुंबई

दिनांक - १७ मे, २०१५



करार करून देणार

[Signature]

कूलसचिव
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यशवंतराव चव्हाण महाराष्ट्र
मुक्त विद्यापीठ, नाशिक-४२२ २२२
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नाशिक

साक्षीदार - १) डॉ. संपीवती महाले *[Signature]*

२) सुवर्णा चव्हाण *[Signature]*

[Signature]
17/5/2015

करार करून घेणार

[Signature]

(सु. ग. पवार)

सचिव

महाराष्ट्र राज्य मराठी विश्वकोश
निर्मिती मंडळ, मुंबई.



ज्ञानमंडळाची संकल्पना -

मराठी विश्वकोशाचे १ ते २० खंडांच्या प्रकाशनाचे कार्य पूर्ण झाले आहे. विश्वकोशाचा पहिला खंड १९७६ साली प्रकाशित झाला असून २० वा खंड २०१५ साली प्रकाशित झाला आहे. विश्वकोशाच्या संहिता खंडांच्या पहिल्या आवृत्तीचे काम अ ते ज पर्यंत वर्णानुक्रमाने पूर्ण झाले आहे.

विज्ञान आणि तंत्रज्ञानात नवनवीन संशोधनामुळे मोठ्या प्रमाणात भर पडलेली आहे. तसेच नवनवीन विद्याशाखा निर्माण होत आहेत. मानव्यशाखांमध्ये नव्या संकल्पना, विचारप्रवाह निर्माण होत असून ह्या सर्व बदलांची नोंद घेणे आवश्यक आहे.

विश्वकोश अद्ययावत करण्यासाठी महाराष्ट्रातील सर्व विद्यापीठे व संशोधन संस्थांच्या सहकार्याची आवश्यकता आहे. हे सहकार्य संस्थात्मक पातळीवर सोयी सुविधा, मनुष्यबळ, आर्थिक स्वरूपात आवश्यक आहे. शासन निर्णय सामान्य प्रशासन विभाग क्र. व्हीकेयू २०६४-बीएलसी, दिनांक १७ जून, १९६४ मध्ये विश्वकोशातील नोंदीचे/ लेखांचे लेखन, समीक्षण, संपादन इ. करण्यासाठी त्या त्या विषयातील तज्ज्ञता व विश्वकोशातील संबंधित विषयातील नोंदी लिहिण्याची क्षमता असलेले विद्यापीठातील प्राध्यापक (Teachers), संशोधक, तज्ज्ञ व्यावसायिक, विशेषज्ञ यांचे सहाय्य, मदत व प्रत्यक्ष सहभागी होण्याच्या आवश्यकतेचा उल्लेख केलेला आहे. विश्वकोशाच्या अद्ययावतीकरणासाठी विद्यापीठांचा सक्रिय सहभाग अत्यंत आवश्यक असून त्याबाबतचा तपशील खालीलप्रमाणे आहे.

विश्वकोश सर्व विद्यापीठांच्या सहकार्याने विषयनिहाय ज्ञानमंडळाची स्थापना करून अद्ययावतीकरणाची योजना कार्यान्वित करणार आहे. यासाठी विषयांचे १० विभागात वर्गीकरण करण्यात आले आहे. ते पुढील प्रमाणे. १) तत्वज्ञान, २) धर्म, ३) सामाजिकशास्त्रे, ४) भाषा, ५) विज्ञान, ६) तंत्रज्ञान, ७) कला, ८) साहित्य, ९) इतिहास व भूगोल, १०) इतर विषय.

या वर्गीकरणांतर्गत साधारणपणे ६० ते ७० विषय / उपविषय असतील व प्रत्येकी एक ज्ञानमंडळ स्थापन करण्यात येईल.

१) ज्ञानमंडळाची आवश्यकता व उद्देश :-

विश्वकोशाच्या नोंदींचे अद्ययावतीकरण ही निरंतर चालणारी ज्ञान प्रक्रिया आहे. त्यासाठी आजवरच्या कामाचे परीक्षण करून काळानुसार नोंदींचे पुनर्लेखन करण्याची आवश्यकता आणि नव्या नोंदी लिहिण्याची गरज या सर्व गोष्टींची पूर्तता जलद गतीने पूर्ण करण्याकरिता प्रत्येक प्रमुख विषय-गटातील, उप-विषयातील तज्ज्ञ लोकांचे स्वतंत्र ज्ञानमंडळ असण्याची आवश्यकता आहे.

नोंदींचे विषय ठरविणे, विषयानुसार विश्वकोशाने निश्चित केलेल्या पध्दतीप्रमाणे नोंद लेखन करून घेणे, तिचे संपादन आणि समीक्षण करणे व प्रकाशित करण्यासाठी विश्वकोश संपादकीय मंडळाकडे पाठविणे ही कामे ज्ञानमंडळाच्या माध्यमातून पूर्ण करणे हे ज्ञानमंडळाचे उद्दिष्ट आहे.

२) ज्ञान मंडळाचे स्वरूप, रचना व कार्यपध्दती :-

- १) ज्ञानमंडळ विषयाच्या व्याप्तीनुसार विषयनिहाय / उपविषयनिहाय स्थापन करण्यात येतील.
- २) एका ज्ञानमंडळामध्ये विषयाशी संबंधित ३ ते ५ तज्ज्ञ व १ समन्वयक यांचा समावेश राहिल.
- ३) ज्ञानमंडळे विविध विद्यापीठे, शैक्षणिक व संशोधन संस्थामध्ये कार्यरत असतील.

ज्ञानमंडळामार्फत दोन ते तीन वर्षात विश्वकोशातील नोंदींचे / माहितीचे संपूर्ण अद्ययावतीकरण करणे अपेक्षित आहे. याच माध्यमातून भविष्यात सातत्यपूर्ण अद्ययावतीकरणाची प्रक्रिया सुरु ठेवण्यात येईल.

कार्यपध्दती :-

- १) प्रत्येक ज्ञानमंडळ सोपविण्यात आलेल्या विषयाची व्याप्ती व मर्यादा ठरवून त्यानुसार नव्याने नोंदयादी तयार करेल.
- २) नव्याने तयार केलेल्या नोंद यादीची जुन्या नोंद यादीशी पडताळणी करून नव्याने समाविष्ट करावयाच्या नोंदी, कालबाह्य नोंदी व अद्ययावत करावयाच्या नोंदी यांचा अहवाल तयार करेल व त्यानुसार नोंदनिहाय व्याप्ती, मर्यादा, शब्दसंख्या निश्चित करून अंतिम नोंद यादी तयार करेल.
- ३) ज्ञानमंडळातील तज्ज्ञांच्या मार्गदर्शन व सहाय्याने नोंदींचे लेखन, समीक्षण-संपादन, भाषांतर केले जाईल. त्यासाठी ज्ञानमंडळ त्या त्या विषयांतील तज्ज्ञ, लेखक-समीक्षक यांची नावे निश्चित करेल.
- ४) विश्वकोशातील नोंद लेखकांना लेखन कसे करावे यासाठी ज्ञानमंडळाच्या माध्यमातून कार्यशाळा आयोजित केल्या जातील.
- ५) ज्ञानमंडळ नोंद लेखन, समीक्षण-संपादन, भाषांतर यासाठी कालमर्यादा निश्चित करेल.
- ६) नोंदींचे लेखन करणाऱ्या तज्ज्ञांनी दिलेले नोंदींचे संदर्भ, त्यासंबंधीची चित्रे, रेखाचित्रे, नकाशे, आराखडे, Audio Visual याची पडताळणी व संपादन ज्ञानमंडळामार्फत करण्यात येईल.
- ७) नोंदींशी संबंधित चित्रे, रेखाचित्रे, नकाशे, आराखडे, Audio Visual व टंकलेखन यासाठी आवश्यकता असल्यास स्वतंत्र तज्ज्ञामार्फत काम करण्यात येईल.
- ८) लेखक लेखासोबत दिलेली चित्रे, रेखाचित्रे, छायाचित्रे, दृक्श्राव्य चलचित्र त्याबाबतच्या स्वामित्व हक्क धारकाच्या परवानगीसह नोंद पाठवतील.
- ९) ज्ञानमंडळाच्या आवश्यकतेनुसार बैठका घेण्यात येतील.
- १०) नोंद संकेतस्थळावर टाकण्याच्या दृष्टीने अंतिम संपादनाचे काम ज्ञानमंडळ करेल व विभाग संपादकाकडे सोपवेल.
- ११) ज्ञानमंडळाचे कामकाज संगणक व आधुनिक तंत्रज्ञानाच्या माध्यमातून चालेल. उदा. नोंदी सोपविणे, नोंदींची देवाणघेवाण, परस्पर संपर्क इ.

- १२) सर्वे ज्ञानमंडळे प्रमुख संपादक तथा अध्यक्ष यांचा सल्ला व मार्गदर्शनुसार काम करतील.
- १३) ज्ञानमंडळाच्या कामाचे व्यवस्थापन वार्ड व मुंबई येथील विभाग संपादकाद्वारे करण्यात येईल. विभाग संपादक हे प्रमुख संपादक तथा अध्यक्ष व सचिव यांनी ठरवून दिल्यानुसार काम करतील.
- १४) विभाग संपादक हे ज्ञानमंडळ समन्वयकांच्या आवश्यकतेनुसार बैठका घेतील व समन्वयक आपल्या कामाचा अहवाल वेळोवेळी विभाग संपादकांकडे सादर करतील.
- १५) प्रमुख संपादकांच्या मान्यतेने विभाग संपादकांकडून नोंदी संकेतस्थळावर टाकण्यात येतील.

विषय पालक -

विश्वकोश मंडळातील सदस्यांवर पालक या नात्याने काही विशिष्ट विषयांचा पाठपुरावा करण्याची जबाबदारी असेल. ज्या पालकांवर विशिष्ट विषयांची जबाबदारी आहे त्यांनी त्या विषयगटाच्या अंतर्गत ज्ञानमंडळाकरीता उपविषय निश्चित करणे, ज्ञान मंडळासाठी पालक संस्था शोधणे, विविध ज्ञानमंडळासाठी समन्वयकांची व तज्ञांची निवड करणे, विविध विषय गटांनुसार तुलनात्मकरीत्या / महत्त्वानुसार नोंदीची संख्या निश्चित करणे, ज्ञानमंडळातील विषय तज्ज्ञांच्या आवश्यकतेनुसार बैठका घेणे, ज्ञानमंडळाचे कार्य प्रभाविपणे पार पाडण्याची जबाबदारी घेणे अपेक्षित आहे.

पालक संस्था -

विश्वकोशाच्या अद्ययावतीकरणासाठी महाराष्ट्रातील विद्यापीठे, त्यांच्या अंतर्गत असलेली महाविद्यालये, विविध शैक्षणिक संस्था व संशोधन संस्था यांच्या सहकार्याने संबंधित संस्थेत विषयनिहाय ६० किंवा अधिक ज्ञानमंडळे स्थापन करण्यात येतील. ज्या विद्यापीठांनी किंवा संस्थांनी ज्या विषयातील ज्ञानमंडळाच्या पालकत्वाची जबाबदारी घेतली आहे त्या संस्था त्या ज्ञानमंडळाच्या पालक संस्था असतील. ज्ञान मंडळाकडे सोपवलेल्या विषयांशी संबंधित लेखन, समीक्षण-संपादन, एकत्रीकरण व अंतिम तपासणी हे काम त्या त्या संस्थेत करण्यात येईल. त्यासाठी विषयनिहाय समन्वयक त्या त्या संबंधित संस्थेत कार्यरत असतील. ज्या पालक संस्था ज्ञानमंडळाची जबाबदारी घेतील त्यांनी ज्ञानमंडळास आवश्यक त्या कार्यालयीन सेवा-सुविधा उपलब्ध करून देतील. यामध्ये जागेची व्यवस्था, निवास व्यवस्था व अन्य सेवासुविधांसाठी होणारा खर्च त्या त्या संस्था करतील. ज्ञानमंडळाचे काम सुरळित चालावे यासाठी बैठका, प्रशिक्षण, कार्यशाळा इत्यादी उपक्रम पालक संस्थांमार्फत हाती घेण्यात येतील.

महाराष्ट्रातील सर्व विद्यापीठांनी व शैक्षणिक संशोधन संस्थांनी ज्ञानमंडळाची पालक संस्था म्हणून सहकार्य करावे असे अपेक्षित आहे. प्रत्येक विद्यापीठांकडे काही ज्ञानमंडळाची जबाबदारी सोपविण्यात येईल. यासाठी संबंधित विद्यापीठ व संस्थांशी सामंजस्य करार करण्यात येतील.

समन्वयक -

संबंधित विद्यापीठे, शैक्षणिक व संशोधन संस्था येथील मराठीतून संशोधनात्मक लेखन करण्याचा अनुभव असलेले विषय तज्ञ / सेवानिवृत्त विषयतज्ज्ञ /संशोधक विद्यार्थी (M.Phil/PH.D/Other) यांना समन्वयक म्हणून नेमण्यात येईल.

संबंधित विद्यापीठ, विश्वकोशाचे प्रतिनिधी व विषय पालक समन्वयकांची निवड करतील. विषय पालक व संबंधित विषयाच्या ज्ञानमंडळातील तज्ज्ञ यांच्या सहभागाने व मार्गदर्शनाने समन्वयक खालील जबाबदाऱ्या पार पाडतील.

- १) संबंधित विषयाची व्याप्ती व मर्यादा ठरविणे, नोंद यादी तयार करणे.
- २) नव्याने तयार केलेल्या नोंद यादीची जुन्या नोंद यादीशी पडताळणी करून नव्याने समाविष्ट करावयाच्या नोंदी, कालबाह्य नोंदी व अद्ययावत करावयाच्या नोंदी यांचा अहवाल तयार करणे व त्यानुसार नोंदनिहाय व्याप्ती व मर्यादांसह शब्दसंख्या निश्चित करून अंतिम नोंद यादी तयार करणे.
- ३) विषयाशी संबंधित लेखक, समीक्षक-संपादक, भाषांतरकार यांची यादी तयार करणे.
- ४) लेखकांसाठी कार्यशाळा आयोजित करणे.
- ५) तज्ञांकडे नोंद लिहिण्यासाठी सोपविणे, समीक्षण-संपादन, भाषांतरासाठी सोपविणे व विहित वेळेत प्राप्त करून घेणे.
- ६) नोंदीशी संबंधित संदर्भ, चित्र, रेखाटने, नकाशे, आराखडे, चलचित्रे, ध्वनिचित्रफित (Audio Visual) इत्यादीसह नोंद परिपूर्ण असल्याची खात्री करून घेणे, नसल्यास संबंधितांकडून / आवश्यकतेनुसार अन्य तज्ञांकडून पूर्तता करून घेणे.
- ७) लेखक लेखासोबत दिलेली चित्रे, रेखाटने, छायाचित्रे, दृकश्राव्य चलचित्र त्याबाबतच्या स्वामित्व हक्क धारकाच्या परवानगीसह नोंद पाठवतील. नकाशे मान्यतेची कार्यवाही विश्वकोश निर्मिती मंडळामार्फत करण्यात येईल, त्याबाबतची शिफारस विभाग संपादक यांच्याकडे पाठविणे.
- ८) ज्ञानमंडळामार्फत अंतिम करण्यात आलेली नोंद संकेतस्थळावर टाकण्यासाठी विभाग संपादकांकडे पाठविणे.
- ९) विषय पालकांच्या सल्ल्याने ज्ञान मंडळाची बैठक आयोजित करणे.
- १०) नोंदीची देवाणघेवाण, परस्पर संपर्क, इ. ज्ञानमंडळाशी संबंधित कामांसाठी आधुनिक तंत्रज्ञानाचा वापर करणे.
- ११) मा. अध्यक्षांना दरमहा कामकाजाचा अहवाल पाठवणे.
- १२) समन्वयकांच्या बैठकीसाठी उपस्थित राहणे.

मराठी विश्वकोशाच्या या उपक्रमाद्वारे महाराष्ट्रातील विद्यापीठ आणि विविध संस्था यांच्या माध्यमातून विविध महत्त्वाच्या विषयांद्वारे मराठीमध्ये ज्ञानाची व माहितीची सातत्याने निर्मिती व्हावी व ही प्रक्रिया निरंतरपणे चालावी अशी कल्पना आहे. सर्व ज्ञानमंडळे संकेतस्थळाद्वारे एकमेकांशी जोडली जातील आणि त्याचा उपयोग महाराष्ट्रातील विविध समाजघटकांना होईल अशी अपेक्षा आहे.



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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

**(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. व. मुक्त विद्यापीठ, नाशिक

(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



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- 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 in case of any illegal /unpermitted Advertisement and promotion shall be solely responsible for the cost and consequences thereof.

(9) In case 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-422 227



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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

NAME : MKCL
ADDRESS : S.B.Rd P16
THROUGH : ~~Harun~~
SIGNATURE : ~~Harun~~
RECEIPT NO.: 173
FOR W.M.D.C. LTD.

Western Maharashtra
Development Corporation
Ltd. 2nd Floor, Kubera
Chambers, Dr. Rajendra
Prasad Road, Shivajinagar,
Pune 411 005.
D-5/STP(V)/C.R.1014/01/
08/205-208/08

भारत 43054
113600
SPECIAL ADHESIVE
महाराष्ट्र
MAR 27 2017
15:19
R. 0000100/-PB6588
INDIA STAMP DUTY MAHARASHTRA

Aatul Wadegaonkar
AUTHORISED SIGNATORY

Date: March 30, 2017

Ref.: P:MKCL:OASIS-BDP:YCMOU: Quasi Online Exam. MoU:Extn.1: 2016-17

The Registrar
Yashwantrao Chavan Maharashtra Open University
Dnyangangotri, Near Gangapur Dam,
Nashik 422 222

Sub.: Extension of validity period of Memorandum of Understanding (MoU).

Ref.: MoU dated November 21, 2014 executed between Yashwantrao Chavan Maharashtra Open University (YCMOU) and Maharashtra Knowledge Corporation Limited (MKCL) regarding Quasi Online Examination Services offered by MKCL for YCMOU examinations.

Dear Sir / Ma'am,

This is with reference to the above referred MoU dated November 21, 2014 executed between YCMOU and MKCL regarding Quasi Online Examination Services offered by MKCL for YCMOU examinations.

In accordance with Clause 10.4 of aforesaid MoU, the validity period of the said MoU is due to expire on March 31, 2017.

As mutually agreed by and between both the parties the validity period of the said MoU shall stand extended for a further period with effect from April 01, 2017 till such period as may be mutually decided between the parties.

All the other terms and conditions of the said MoU including amendment(s) made thereto from time to time, if any, shall remain valid and applicable for the extended period of the said MoU.

Kindly convey your acceptance to the aforesaid extension by signing below on both the copies of the letter and forward us one signed copy thereof for our record within 7 days of receipt by you.

With Regards,

Sincerely yours,

Aatul

Dr. Aatul Wadegaonkar
Sr. General Manager, OASIS-BDP



AGREED & ACCEPTED

For Yashwantrao Chavan Maharashtra Open University

Harun

Registrar
Yashwantrao Chavan Maharashtra
Open University, Nashik-422 222
Authorized Signatory

Name:

Designation:

content verified

CONTROLLER OF EXAMINATIONS
Yashwantrao Chavan Maharashtra
Open University, Nashik-422 222

परीक्षा नियंत्रक कार्यालय
दिनांक 50
13/04/2017
आवक क्र. 220

Rs. 100/-
NAME: MKCL
ADDRESS: S.B. Rd. P16
THROUGH: Muzaffar
SIGNATURE: MSR
RECEIPT NO.: 19

Western Maharashtra
Development Corporation
Ltd. 2nd Floor, Kubera
Chambers, Dr. Rajendra
Prasad Road, Shivajinagar,
Pune 411 005.
D-5/STP(V)/C.R.1014/01/
08/205-208/08

भारत 27955
145609
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महाराष्ट्र
FEB 28 2017
11:31
R.0000100/-PB6588
INDIA STAMP DUTY MAHARASHTRA
(175)
92

G. B. Chavan
AUTHORISED SIGNATORY

Date: February 28, 2017
Ref.: P:MKCL:DU-BDP:YCMOU: Extn. of eServices MoU: 2016-17

The Registrar
Yashwantrao Chavan Maharashtra Open University
Dnyangangotri, Near Gangapur Dam,
Nashik 422 222

Sub.: Extension of validity period of Memorandum of Understanding (MoU).

Ref.: MoU dated February 06, 2014 executed between Yashwantrao Chavan Maharashtra Open University (YCMOU) and Maharashtra Knowledge Corporation Limited (MKCL) regarding "e-services" offered to the students registered with the University through Digital University software framework developed by MKCL.

Dear Sir / Ma'am,

This is with reference to the above referred MoU dated February 06, 2014 executed between YCMOU and MKCL in respect of "e-services" offered to the students registered with the University through Digital University software framework developed by MKCL.

In accordance with Clause 9.4 of aforesaid MoU, the validity period of the said MoU expired on September 09, 2016.

As mutually agreed by and between both the parties the validity period of the aforesaid MoU stands extended for further period with retrospective effect from September 10, 2016 till such period as may be mutually decided between the parties.

All the other terms and conditions of the said MoU including amendment(s) made thereto from time to time, if any, shall remain valid and applicable for the extended period of the said MoU.

Kindly convey your acceptance to the aforesaid extension by signing below on both the copies of the letter and forward us one signed copy thereof for our record within 7 days of receipt by you.

With Regards,

Sincerely yours,

Aatul

Dr. Aatul Wadegaonkar
Sr. General Manager, DU-BDP



AGREED & ACCEPTED
For Yashwantrao Chavan Maharashtra Open University

Yashwantrao Chavan

Authorized Signatory
Registrar

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

Smn

CONTROLLED BY EXAMINATIONS
Open University, Nashik-422 222

NAME _____
ADDRESS _____
CITY _____
STATE _____
ZIP _____
FCC & MAIL _____

AUTHORIZED SIGNATURE _____



MKCL

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MAHARASHTRA KNOWLEDGE CORPORATION

CIN: U80302 PN2001 PLC135348

M 85

Yashwantrao Chavan Maharashtra Open University
Dnyangangotri, Near Gangapur Dam,
Nashik 422 222

Date: December 13, 2017

Ref.: P: MKCL: DU-BDP:YCMOU-SFC:2017-18

Sub.: Memorandum of Understanding (MoU) dated December 13, 2017 between Yashwantrao Chavan Maharashtra Open University (YCMOU) and Maharashtra Knowledge Corporation Limited (MKCL) regarding establishing Student Facilitation Centre (SFC) in the University.

Dear Sir / Ma'am,

This is regarding MoU dated December 13, 2017 executed between YCMOU and MKCL regarding establishing SFC in the University.

Pursuant to Clause no. 2.1 of the said MoU, we nominate **Mr. Nishikant Patil**, Business Account Manager, as Project Coordinator, who will be a single point of contact for all activities regarding this MoU. This nomination shall be valid till further communication.

Contact details of **Mr. Nishikant Patil**, are as follows:

Mr. Nishikant Patil, Business Account Manager
Contact No.: 9860776529 Email: nishikantp@mkcl.org
Address: Maharashtra Knowledge Corporation Limited (MKCL)
ICC Trade Tower, 6th Floor, Senapati Bapat Road, Shivajinagar, Pune – 411 016

In order to have better coordination of activities during execution phase of the project, we kindly request you to ensure that every communication made with single point of contact is also marked to Mr. Sandeep Chiplunkar, General Manager (DU-BDP and OASIS-BDP).

Contact details of **Mr. Sandeep Chiplunkar**, are as follows:

Mr. Sandeep Chiplunkar, General Manager – DU-BDP and OASIS-BDP
Contact No.: 9370287497 Email: sandeepc@mkcl.org
Address: Maharashtra Knowledge Corporation Limited (MKCL)
ICC Trade Tower, 6th Floor, Senapati Bapat Road, Shivajinagar, Pune – 411 016

May I request you to kindly intimate us name and contact details of the Project Coordinator appointed by University who will act as a single point contact with MKCL for all activities regarding this Project?

With regards,

Sincerely yours,

mpatil

Dr. Aatul Wadegaonkar
Sr. General Manager, DU-BDP



Smu
OK

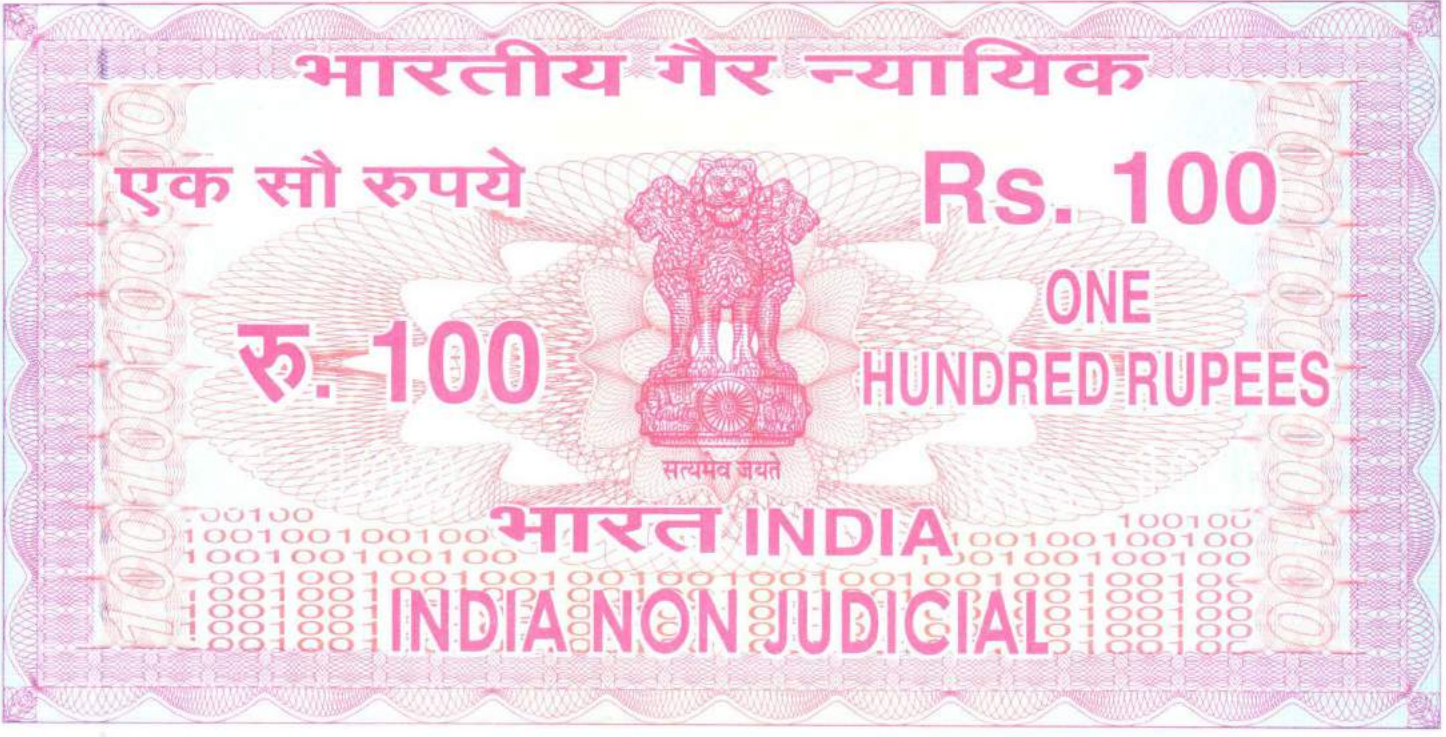
Registered Office: ICC Trade Tower, 'A' Wing, 5th Floor, Senapati Bapat Road, Shivajinagar, Pune 411 016, Maharashtra, India.

Tel.: +91 20 4011 4500/ 4011 4501, Fax No: +91 20 2563 0302

Branch Office: ICC Trade Tower, 6th Floor, Senapati Bapat Road, Shivajinagar, Pune 411 016, Maharashtra, India. Tel.: 020- 6720 7300/ 01

Branch Office: ICC Trade Tower, 'B' Wing, 5th Floor, Senapati Bapat Road, Shivajinagar, Pune 411 016, Maharashtra, India. Tel.: 020- 2563 1300/ 01

Branch Office: Seawood, Plot No. 30, Sector 42-A, Nerul, Navi Mumbai 400 706, Maharashtra, India. Tel.: +91 22 27715021/ 22, Fax No: +91 22 2771 5025



महाराष्ट्र MAHARASHTRA

2017

SM 419980

669 दि. 12/12/17 मु. शु. रकम. 100x2=200/-

प्रकार Agreement

दस्तावेज नोंदणी करणार आहेत का? होय/नाही

मुद्रांक दिकत घेणाऱ्याचे नांव MKCL

पत्ता S. B. Road, Pune-16

मुद्रांक पक्षकाराचे नांव

हस्ताक्षरकर्त्याचे नांव व पत्ता M. Shaikh Kasarwadi, Pune

श्री. अरविंद क. भावेगावकर
परवाना क्र. 2204525

मुद्रांक विकत घेणाऱ्याची राशी रकम सोसा. नं. 9, मंडित बॉल्डिंग, पुणे-16



ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासुन 6 महिन्यात वापरणे बंधनकारक आहे.

MEMORANDUM OF UNDERSTANDING (MoU)

This Memorandum of Understanding is made on 13th day of the month of December in the year 2017 at PUNE.

For Yashwantrao Chavan Maharashtra Open University

For Maharashtra Knowledge Corporation Limited

[Signature]
Registrar
Registrar

[Signature]
Dr. Aatul Wadegaonkar
Sr. General Manager, DU-BDP *[Signature]*

BETWEEN

Yashwantrao Chavan Maharashtra Open University, Dnyangangotri, Near Gangapur Dam, Nashik 422 222, acting through its Authorized Signatory, Registrar, (hereinafter referred to as 'the University' which term shall so far as the context admits be deemed to mean and include its successors and assigns) through the Registrar of the first Part.

AND

Maharashtra Knowledge Corporation Limited, a Company incorporated under the Companies Act, 1956, having CIN U80302PN2001 PLC135348 and having its registered address as ICC Trade Tower, 'A' Wing, 5th Floor, Senapati Bapat Road, Shivajinagar, Pune 411 016, Maharashtra. INDIA., acting through its authorized signatory, Dr. Aatul Wadegaonkar, Sr. General Manager – Digital University Business Development Program (DU-BDP) hereinafter referred to as 'MKCL' (which expression, unless repugnant to the context or meaning thereof, shall mean and include its nominees, successors, administrators, executors and assignees), as the party of the Second part.

WHEREAS the University is keen to establish a Student Facilitation Center in the University (hereinafter referred as 'SFC') to facilitate its students, staff and its affiliated Study Centers,

AND WHEREAS MKCL has approached the University to provide the requisite manpower for managing the SFC and the University has accepted MKCL's proposal,

NOW THEREFORE the parties hereto with a view to synergize their strengths in the interests of the students, staff of the University and its affiliated Study Centers, agree to enter into a Memorandum of Understanding (hereinafter referred to as 'MoU') specifying the scope, their rights, responsibilities and arrangements as herein below:

NOW THIS MoU WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1 Introduction

'eSuidha' scheme has been implemented in the University from the academic year 2007-08. With large number of students and Study Centers under the framework, and mark entry process being decentralized, it is essential to have dedicated team of expert technical persons at University to provide all the necessary support to students registered with the University. Further as per clause 2 of MoU signed by and between MKCL and University for effective implementation of eSuidha scheme University shall establish with necessary manpower a Call Center-cum-Student Facilitation Center in the premises of University to provide telephonic/face-to-face support to students and resolve their queries during the time of admission and examination.


In view of above and considering scarcity of trained technical staff at University the operations of SFC are out sourced to MKCL hereunder.

2 Scope

This MOU contains the modalities, terms and conditions for providing the trained technical human resources to operate SFC established by University. MKCL will be responsible to provide technical support to effectively deliver services through Digital University software framework.

For Yashwantrao Chavan Maharashtra Open University

For Maharashtra Knowledge Corporation Limited


Registrar.....
Yashwantrao Chavan Maharashtra
Open University, Nashik-422 222


Dr. Aatul Wadegaonkar
Sr. General Manager, DU-BDP 

3 Roles and Responsibilities

Under the terms of this MOU, Responsibilities of University and MKCL are as follows:

Legends: I – Initiator, R – Responder

Sr. No.	Role	Responsibilities of University	Role	Responsibilities of MKCL
1	I	Provide Nodal Officer who will act as a single point of contact for all activities regarding SFC. He will be responsible for approving or obtaining necessary sanctions / approvals / acceptance and will monitor the progress of the project and facilitate communication between various sections of University, affiliated Study Centers and SFC.	I	Provide a Project coordinator who will act as a single point of contact for all activities regarding Student Facilitation Center (SFC).
2	R	Arrange / procure and establish, as specified by MKCL, the required Infrastructure and Computing resources for SFC well in advance so as to start the SFC in the University. Also Arrange all necessary stationery, consumables such as paper, printer cartridges, ribbons, CDs, DVDs, Floppies etc. University will be responsible to maintain all infrastructure.	I	Specify the Infrastructure, Computing resources to be arranged / procured by the University for SFC.
3		----- NIL -----	I	Appoint a team of One Supervisor and two project associates for operationalizing of SFC.
4	R	The services of the man power provided by MKCL shall be governed by the rules made by MKCL and University shall not be responsible for the same in any case.	I	It is agreed between the parties that whatever manpower is provided by MKCL in the SFC for the fulfillment of its responsibilities hereunder, shall be the sole responsibility of MKCL including appointment, training, remuneration, supervision and monitoring the services rendered by the said manpower.
5		----- NIL -----	I	In respect of any legal liabilities and other service benefits, the University shall not be held responsible for the manpower provided by MKCL for the fulfillment of the condition of SFC as required by the MoU signed by and between MKCL and the University regarding offering eSuidha to the students as per the Government Resolution (ईसेवा २००६/ (१९१/०६)/मशि-१ (dated June 19, 2006).

For Yashwantrao Chavan Maharashtra Open University

For Maharashtra Knowledge Corporation Limited


Registrar
 Yashwantrao Chavan Maharashtra
 Open University, Yashwantrao Chavan
 Open University, Yashwantrao Chavan
 Open University, Yashwantrao Chavan


Dr. Aatul Wadegaonkar
 Sr. General Manager, DU-BDP


Sr. No.	Role	Responsibilities of University	Role	Responsibilities of MKCL
6	I	Inform students to visit SFC in case of any query related to eSuidha.	R	Provide support to students visiting SFC for any query related to eSuidha and assist students in resolving their queries by coordinating with the University / Regional Centers / Study Centers.
7		----- NIL -----	I	Keep SFC and CFC operational with full manpower as stated herein above during University's Office hours on all working days of the University.
8	I	Monitor performance of the manpower provided by MKCL and report performance review indicators to MKCL.	R	Replace manpower if the University reports that he/she is not found performing satisfactory service.
9	R	University will carry regular audits of the compliance of information security accessible to staff during delivery of services through SFC.	I	In adherence to the Indian IT Act 2000 (as amended in 2011) the confidentiality of the information accessible to staff during delivery of services through SFC will be responsibility of MKCL.

4. Payment Terms

- 4.1 The University shall release the payment due to MKCL as per below mentioned table for providing SFC services through Net banking on or before 25th of every month.
- 4.2 MKCL will provide one Coordinator and two Project Associates to run the SFC.
- 4.3 MKCL's service charges towards compensation for providing manpower for managing SFC shall be Rs. 36800/- (Rupees Thirty Six Thousand Eight Hundred only) plus applicable taxes per month.
- 4.4 The payment terms made by the University shall be subject to taxes as and if applicable.
- 4.5 Any additional work other than as agreed between the parties will be undertaken by MKCL on mutually agreed terms and conditions between both the parties.

For Yashwantrao Chavan Maharashtra Open University

For Maharashtra Knowledge Corporation Limited



Registrar

Yashwantrao Chavan Maharashtra
Open University, Nashik-422 222

MoU between YCMOU and MKCL for SFC, 2017



Dr. Aatul Wadegaonkar
Sr. General Manager, DU-BDP



5. Intellectual Property Rights

- 5.1 The Intellectual Property Rights in respect of the Digital University® framework vests with MKCL.
- 5.2 Each party hereby undertakes to inform the other party of any violation of Intellectual Property Rights or its unlawful use, under prevalent laws of the land. Further, each of the party herein, agrees to co-operate with the other to the extent possible in the process of investigating such cases of any violation of Intellectual Property Rights or its unlawful use and taking legal action against the said infringement.
- 5.3 In case of cessation of this agreement between MKCL and University, MKCL will allow the University to continue the use of the existing software without upgrades and additions. The user rights of the software vest with the University in the event of the expiry of the period of MOU.
- 5.4 The data regarding the students of University and Affiliated Study Centers shall be the property of the University and MKCL shall have right of access thereto only to the extent of and for performing its responsibilities hereunder. If any application/s for information is received by MKCL under 'The Right To Information Act, 2005' regarding any of the said matters then, only the University shall be responsible for replying since the property rights are held by it. However, the necessary access to the concerned required information/data shall be made available to the concerned information officer of the University.

6. Non-Disclosure

- 6.1 Both parties undertake to each other to keep confidential all information (written or oral) concerning the business and affairs of the other, which has been obtained or received during the course of performance hereunder, save that which is:
- Inconsequential or obvious;
 - Already in its possession other than as a result of a breach of this clause; or
 - In the hands of the public other than as a result of a breach of this clause
- 6.2 In the event of any of the parties becoming legally compelled to disclose any confidential information, such party shall give sufficient notice to the other party so as to enable the other party to seek a timely protective order or any other appropriate relief. If such an order or other relief cannot be obtained, the party being required to make such a disclosure shall make the disclosure of the Confidential Information only to the extent that is legally required of it and no further.
- 6.3 It shall be the responsibility of MKCL and its manpower provided by it at the SFC for fulfillment of this agreement, to maintain confidentiality of the data accessible to it for performing its responsibilities hereunder and if any breach of the said confidentiality happens for which MKCL's manpower provided at the SFC is found responsible, then MKCL would be solely responsible and liable for the costs and consequences related thereto.

For Yashwantrao Chavan Maharashtra Open University


Registrar
Yashwantrao Chavan Maharashtra
Open University, Nashik-422 222
.....

For Maharashtra Knowledge Corporation Limited


Dr. Aatul Wadegaonkar
Sr. General Manager, DU-BDP 

7. Indemnity

- 7.1 Each party hereby indemnifies and agrees to keep indemnified the other, from and against all direct claims, losses, liabilities, obligations, damages, expenses and costs brought against or suffered by the other or any of its respective officers, directors, employees or agents, resulting from, arising out of or relating to:
- a breach or non-performance of any of the representations, warranties, covenants and/or assurances contained herein;
 - failure to perform any obligations contained herein;
 - a breach of any law, rule, regulation, notification or other statutory or legal provisions or requirements;
 - any willful misconduct or negligent acts by it or any of its officers, directors, employees or agents.
- 7.2 MKCL will be indemnified from the losses arising out of natural calamities, unlawful acts, willful tampering of data on the portal and hardware and power failure, downtime of ISP services, virus/worms/spyware attacks, spamming and hacking attacks.
- 7.3 The MKCL will provide fire wall protection of data using advance software available to prevent loss or manipulation of data in the portal due to virus / worms / spy ware attacks. The MKCL will arrange daily back up of the data to protect the same from any possible loss arising from such acts. The MKCL will also train the staff of the University for making backups and effective fire wall protection during the period of MOU. MKCL will follow the Information Security practices like confidentiality, integrity and availability and will be responsible in raising the necessary infrastructure /controls to achieve these control objectives. No extra charges will be given to MKCL for this purpose.

8. Contract Interpretations

8.1 In this MOU unless otherwise specified:

- All words/terms denoting the singular shall include the plural and vice-versa;
- All words/terms denoting any gender shall include all genders.

9. Headings

9.1 The Headings used under in this MOU for a group of terms and conditions are meant to serve only as a convenience. The Headings are not to be considered for the interpretation of terms or conditions in the MOU.

10. Validity

- 10.1 This MOU embodies the entire, sole and exclusive MOU and understanding between the parties hereto with respect to the subject matter hereof.
- 10.2 This MoU is consequent to fulfillment of clause 2 of the MoU signed by and between MKCL and the University regarding offering eSuidha to the students as per the Government Resolution (ईसेवा २००६/(१९१/०६)/मशि-१) dated June 19, 2006).
- 10.3 Any amendment or modification or waiver in connection with this MOU will not be effective unless made in writing and signed by both the parties.

For Yashwantrao Chavan Maharashtra Open University

For Maharashtra Knowledge Corporation Limited


Registrar
Yashwantrao Chavan Maharashtra
Open University, Nashik-422 222


Dr. Aatul Wadegaonkar
Sr. General Manager, DU-BDP

smn

10.4 If any provision of this MOU is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

10.5 This MoU shall be **effective from December 01, 2017 and shall be valid for a period of one year i.e. till November 30, 2018**, unless earlier terminated. After the expiry of the validity period, the MoU can be renewed for such further period on the basis of terms and conditions as may be mutually agreed between the parties.

11. Waiver

11.1 The party that is entitled to the benefit hereof may waive any term or condition of this MoU at any time. Such waiver must be in writing and must be executed by an authorized officer of such party. A waiver on one occasion will not be deemed to be a waiver of the same or any other breach or non-fulfillment on a future occasion.

12. Force Majeure

12.1 Neither party to this MOU shall be liable for any failure or delay on its part in performing any of its obligations under this MOU if such failure or delay shall be result of or arising out of Force Majeure conditions and, provided that the party claiming Force Majeure shall use its best efforts to avoid or remove such cause of non-performance and shall fulfill and continue performance hereunder with the utmost dispatch whenever and to the extent such cause or causes are removed.

12.2 Any extraordinary event, which cannot be controlled by the parties, shall for the purpose of this MOU, be considered as a Force Majeure event. Such events include acts of God, acts or omissions of any Government or agency thereof, compliance with rules, regulations or order of any Government Authority. PROVIDED however, if either party claims that existence of any of the aforesaid conditions is delaying or disabling the performance by said party of its obligations under this MOU then such party shall give immediate notice by registered mail or courier to the other party of the existence of such conditions whose existence are claimed to delay or disable the performance of obligations as aforesaid.

13. Termination

13.1 The MoU can be terminated by either party giving the other party, a prior written notice of not less than three months of its intention to do so but without dishonoring 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 other party.

13.2 The MoU shall also stand terminated for any reasons such as legal processes, acts of the State or similar such exigencies beyond the normal control of the party concerned and which disable any of the parties hereto from functioning further.


13.3 The MoU may be terminated by both parties by mutual consent.

13.4 Both the parties shall settle any outstanding dues within the notice period of three months without recourse to compelling action, upon such termination.

13.5 Despite termination, the parties shall abide by the usual professional ethics and normal code of conduct to maintain the confidentiality of the information and Intellectual Property Rights.

For Yashwantrao Chavan Maharashtra Open University

For Maharashtra Knowledge Corporation Limited


Registrar
Yashwantrao Chavan Maharashtra
Open University, Shivajinagar, Shivajinagar, Shivajinagar
Shivajinagar, Shivajinagar, Shivajinagar-422 222


Dr. Aatul Wadegaonkar
Sr. General Manager, DU-BDP *smn*

13.6 The Clauses of this MoU, which by nature are intended to survive termination of this MoU shall remain in effect after such termination.

14. Jurisdiction

14.1 All disputes and differences, whatsoever arising out of these presents or any part thereof and whether as to the construction thereof or otherwise shall be referred to the courts at Nashik, which shall be the courts having jurisdiction to entertain and try the same.

15. Authorization

15.1 The person signing below on behalf of each of the parties, represents and warrants that the signing person has the authority to execute this Memorandum of Understanding on behalf of the said party and that it is not necessary for the other party to inquire further into the validity of execution or authority to execute.

16. Notices

16.1 Any notices, requests and other communications required or permitted hereunder shall be in writing and shall be given by hand against written acknowledgement or receipt, or sent by registered mail, or by facsimile followed by a confirmation letter by registered mail, at or to each of the parties at the addresses set forth in this MOU or to its last known place of business.

IN WITNESS WHEREOF the parties hereto have set their respective hands to these presents and a duplicate hereof the day and year therein above written.

For Yashwantrao Chavan Maharashtra Open University


For Maharashtra Knowledge Corporation Ltd.


Authorized Signatory
Registrar

Yashwantrao Chavan Maharashtra
Open University, Nashik-422 222

Witness:




Dr. Aatul Wadegaonkar
Sr. General Manager, DU-BDP



For Yashwantrao Chavan Maharashtra Open University

For Maharashtra Knowledge Corporation Ltd.

Authorized Signatory


Sandeep Chiplunkar
General Manager, DU-BDP

Dear Sir / Ma'am,

This is with reference to the above referred MoU dated December 13, 2017 executed between YCMOU and MKCL regarding operationalizing of Student Facilitation Centre in University.

In accordance with Clause 10.5 of aforesaid MoU, the validity period of the said MoU is due to expire on November 30, 2018.



As mutually agreed by and between both the parties the validity period of the said MoU stands extended for a further period of **one year with effect from December 01, 2018 till November 30, 2019.**

All the other terms and conditions of the said MoU including amendment(s) made thereto from time to time, if any, shall remain valid and applicable for the extended period of the said MoU.

Kindly convey your acceptance to the aforesaid extension by signing below on both the copies of the letter and forward us one signed copy thereof for our record within 7 days of receipt by you.

With Regards,

Sincerely yours,

Dr. Aatul Wadegaonkar
Sr. General Manager, DU-BDP



AGREED & ACCEPTED
For Yashwantrao Chavan Maharashtra Open University



Authorized Signatory
Registrar

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





MKCL

Creating a Knowledge Lit World

www.mkcl.org

Date: October 31, 2018

Ref.: MKCL:DUO-BDP:YCMOU:Request for Extn. 1: SFC : 2018-19

The Registrar

Yashwantrao Chavan Maharashtra Open University

Dnyangangotri, Near Gangapur Dam,

Nashik 422 222

Sub.: Request for Extension of validity period of Memorandum of Understanding (MoU).

Ref.: MoU dated December 13, 2017 executed between Yashwantrao Chavan Maharashtra Open University (YCMOU) and Maharashtra Knowledge Corporation Limited (MKCL) regarding operationalizing of Student Facilitation Centre (SFC) in University.

Dear Sir / Ma'am,

This is with reference to the above referred MoU dated December 13, 2017 executed between YCMOU and MKCL regarding operationalizing of SFC in University.

In accordance with Clause 10.5 of aforesaid MoU, the validity period of the said MoU is due to expire on November 30, 2018.

In order to ensure continuance of SFC services offered by MKCL it is imperative that the validity period of the aforesaid MoU dated December 13, 2017 be extended for further period of one year with effect from December 01, 2018.

Accordingly, we enclose herewith draft of letter of extension to be executed between YCMOU and MKCL in respect of extension of validity period of MoU between both the parties for further period of one year i.e. from December 01, 2018 to November 30, 2019.

We kindly request you to accord your consent for extension of validity period of the MoU so that formal letter of extension as per draft attached herewith can be executed between the parties in due course of time.

We solicit your expeditious feedback in the matter.

With warm regards,

Sincerely yours,

Dr. Aatul Wadegaonkar

Sr. General Manager, DUO-BDP

cc for information to: 1. Hon'ble Vice Chancellor, YCMOU
2. CEO, YCMOU

Encl.: Draft of letter of extension of validity period of MoU to be executed between the parties



MKCL

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www.mkcl.org

M-107

Date: January 16, 2020
Ref.: MKCL:DU-BDP:YCMOU:Extension:SFC:1:2019-20

The Registrar
Yashwantrao Chavan Maharashtra Open University
Dnyangangotri, Near Gangapur Dam,
Nashik 422 222.

Sub.: Extension and Amendment of Memorandum of Understanding (MoU) by and between Yashwantrao Chavan Maharashtra Open University ("YCMOU") and Maharashtra Knowledge Corporation Limited ("MKCL") regarding operationalizing of Student Facilitation Centre in University.

Ref.: 1. MoU dated December 13, 2017

2. Extension Letter no. MKCL:DU-BDP:YCMOU: Extn.1: SFC: 2018-19 dated December 19, 2018.

3. Additional manpower letter dt. November 15,2019 from YCMOU

Dear Sir / Ma'am,

This is with reference to the above referred MoU dated December 13, 2017 executed by and between YCMOU and MKCL regarding operationalizing of Student Facilitation Centre in University.

In accordance with Clause 10.5 of aforesaid MoU and as mutually agreed by and between both the parties, the validity period of the said MoU stands extended for a period of **one year with effect from December 01, 2019 upto November 30, 2020.**

Further pursuant to Clause 10.3, sub clause 4.3 of Clause 4 of the above referred MoU stands amended as below w.e.f. December 01, 2019:

The revise compensation payable to Coordinator/Supervisor, Project Associates and charges for SFC as below:

Manpower	Monthly compensation to MKCL for manpower provided by MKCL per person per month	Administrative Charges payable to MKCL @ 15% of monthly compensation	No. of persons	Total monthly compensation
A	B	C (=15% of B)	D	E (= (B+C)*D)
Coordinator /Supervisor	*Rs.13,200/-	Rs.1,980/-	1	Rs.15,180/- Plus Applicable Taxes
Project Associates	*Rs.12,022/-	Rs.1,803/-	3	Rs.41,475/- Plus Applicable Taxes

*The above rates shall be revised as per the minimum wage rates declared under The Code on Wages 2019 payable from time to time.





: 2 :

All the other terms and conditions of the said MoU including amendment(s) made thereto from time to time, if any, shall remain valid and applicable for the extended period of the said MoU.

Kindly convey your acceptance to the aforesaid extension and amendment by signing below on both the copies of the letter and forward us one signed copy thereof for our record within 10 days of receipt by you.


With Regards,

Sincerely yours,


Dr. Aatul Wadegaonkar
Chief General Manager 



AGREED & ACCEPTED
For Yashwantrao Chavan Maharashtra Open University

Authorized Signatory
Name: 
Designation:

Registrar
Yashwantrao Chavan Maharashtra
Open University, Nashik-422 222





महाराष्ट्र MAHARASHTRA

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VY 117293

पद्याल मुद्रांक कार्यालय, मुंबई
 प.मू. वि.क. ८०००२०
 19 NOV 2019
 सक्षम अधिकारी

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is signed on 27th 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.

जोड़पत्र - २ Annexure - II

सुदोस नं. / सी.सी.ओ. क्रमांक/दिनांक (Serial No./Dates)	465
परिचय पत्रिका (Nature of agreement)	MOU
आवक	YES/NO
11, Karam...	
Mumbai - 400 030.	
पुनम जगन्नाथ गायकवाड	
सुदोस नं. / सी.सी.ओ. क्रमांक/दिनांक	
पत्रिका, मुंबई	
सुदोस नं. / सी.सी.ओ. क्रमांक/दिनांक	

28 NOV 2019

28 NOV 2019

National Association for the Blind, India
11, Karam...
Mumbai - 400 030.

Lashwantrao Chavan

पुनम जगन्नाथ गायकवाड

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 27th 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 AGREED 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.

*R
27/12/21
27/12*

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.

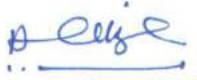

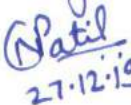

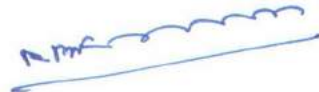

12. SEVERABILITY

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 style="text-align: right;"><i>Dr. Dinesh Bhande</i></p> <p>For and on behalf of Yashwantrao Chavan Maharashtra Open University</p> <p> Registrar 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>Witness</p> <p>1. </p> <p>2. <i>Miss. Nishigandha Patil</i>  27.12.19</p>	<p style="text-align: right;"><i>Dr. K. R. N. K.</i></p> <p>For and on behalf of National Association for the Blind, India</p> <p> (Mr) Authorized Signatory, The Director NAB India 1, Khan Abdul Gaffar Khan Road, Worli Sea Face, Worli, Mumbai, Maharashtra 400030</p> <p>Witness</p> <p>1. </p> <p>2. </p>
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महाराष्ट्र MAHARASHTRA

2017

AE 633916

REGISTRY OFFICE NASIK
 15 JUN 2018
 STPHD ATO
[Signature]

Memorandum of Understanding

between

The Registrar, Yashwantrao Chavan Maharashtra
Open University, Nashik,

and

Vice-Chairman, RE&RF (Education Wing)
Mount Abu, (Raj) India

This Memorandum of Understanding (MOU) is signed, executed comes in force on 15/7/2018 (Date) between the Registrar, on behalf of Yashwantrao Chavan Maharashtra Open University (YCMOU) having its Administrative Head office at Nashik, Maharashtra 422222 (Hereinafter called YCMOU) and Vice chairman, Education wing on behalf of Rajyoga Education and Research Foundation (RERF) having its Administrative Head office at Mount Abu, Rajasthan 307 501 (Hereinafter called RERF)

[Signature]
 15/7

[Signature]

THIS AGREEMENT NOW WITNESSES FOLLOWINGS

SCOPE: Whereas The YCMOU and The RERF have made an MOU for offering the following programs in YOGA, Spirituality and Value Education where The YCMOU have developed following educational programme in collaboration with The RERF and Rajyoga Education Research foundation is intending to offered there programmes at various study centres in Maharashtra state.

1. Preparatory Programme (6 months)
2. Diploma in Values and Spiritual Education (1 years)
3. Advance Diploma in Values and Spiritual Education (2 years)
4. B.A in Values and Spiritual Education (3 years)
5. M.A in Yoga, Values Education and Spirituality.(2 years)
6. Post Graduate Diploma in Counselling and Spiritual Health (1 year)
7. Any other certificate/Diploma(1Yr)/Advance Diploma(2Yr)/Graduate(3Yr)/Post Graduate Diploma(1Yr)/Post Graduate(2Yr) Programmes mutually developed.

Both the parties hereby mutually agree to the following terms and conditions:

1. Purpose:

The purpose of the MoU is to establish the terms and conditions for offering programs in Yoga, Spirituality and Value Education in Higher Education and allied sector.

2. Responsibilities

The Yashwantrao Chavan Maharashtra Open University places significant emphasis on academic and professional quality assurance and recognizes this as a major responsibility.

2.1. It is the responsibility of The YCMOU & The RERF to determine the tuition fees of all the Programmes those are mutually conducted.

2.2. It is the responsibility of The YCMOU & The RERF to provide state-of-the-art physical infrastructure and other equipment for the successful and quality conduct of programs in Value Education and Spirituality.

2.3. It is The RERF's responsibility of provide academic and intellectual support including academic content (syllabus), course structure (matrix), course delivery methods (pedagogy), guiding students for projects and reports related academic deliverables.

2.4. It is the responsibility of The YCMOU & The RERF to conduct examination and to setup evaluation pattern (assessments).

2.5. It is The RERF's responsibility, fully undertake delivery of the identified programs as agreed in separately signed program specific schedule.

2.6. It is the responsibility of The YCMOU & The RERF to carry out all activities related to marketing including promotion and advertisements for the programs under the purview of this agreement.

2.7. All fees of a program as and when identified to offer under the purview of this agreement shall be collected by the University(YCMOU) and the share amount of The RERF will be paid to the designated A/C of the RERF.

2.8. Sharing of collected tuition fees will be based on actual student enrolment numbers on confirmation of enrolment. Percentage of sharing will be 70% and 30% for RERF and YCMOU.

2.9. The text books of Yashwantrao Chavan Maharashtra Open University will be supplied by YCMOU to the students of B.A. and M.A. at free of cost as per the existing procedure (Ex.OPN 101, HEN 101, SFT 001,OPN 177 and PSY 271)

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Dr. R. Mithyan

2.10. The Students/Candidates who enrol into the joint program of YCMOU and RERF shall be awarded respective Degree/PG Diploma by the Yashwantrao Chavan Maharashtra Open University on the successful completion of respective program.

2.11. There will be no fee (processing fee and deposit) related to opening of New Study centres at Maharashtra.

2.12. A concession of 50% in the Total fees shall be allowed to the Dedicated sisters and Brothers of Brahmakumaris Organisation . This concession shall be admissible only on the written recommendation of the Nodal officer of RERF, appointed at Nasik to execute all activities to run these collaboration programmes successfully.

2.13. The YCMOU and the RERF agree not to have any tie-up with any other institution within the state of Maharashtra for conducting the same programmes which have been covered under this Agreement.

3. Schedule to this Agreement

The YCMOU and The RERF shall sign a program specific detailed schedule for identified programs in reference to and as a part of this general agreement.

4. Conduct of Classes

The RERF will take care of the conduct of theory and practical classes for the programs as per the schedule approved and signed by both the parties.

5. Record of Attendance

The RERF will ensure accurate and updated record of attendance of each enrolled student for respective program.

6. Coordination & Communication:

The YCMOU and The RERF shall designate a competent Coordinator to develop and coordinate the activities as agreed upon herein this agreement and later in the program specific schedule.

7. Representation & Advisory Board:

The YCMOU will form a joint **REVIEW COMMITTEE**, which will be specific to the programs under the purview of this agreement. RERF will nominate competent members for necessary representation within the allowed limit of the structure of a Review Committee.

8. Exchange Visit of Leaders

In order to coordinate the cooperation, the YCMOU and the RERF agree to exchange visit(s) of leaders on the basis of necessity and reciprocity.

9. Understandings, agreements, support, and resource needs:

9.1. The RERF shall provide all the required support and resources to the students of the programs under the purview of this agreement.

10. Review and Evaluation of outcomes:

The YCMOU and The RERF will review and evaluate the outcomes of joint activities at the end of each academic year, and shall make recommendations for the further development.

11. Fiscal Control:

The Yashwantrao Chavan Maharashtra Open university will solely keep a hold on fiscal control.

12. Modification of Agreement:

Revisions or modifications may be proposed at any time, which will be effective only after the date of written agreement signed by the YCMOU and the RERF.

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13. Resolution of Disputes:

13.1. In the event of any dispute or grievance, a joint review committee will review the issue and reach an amicable solution. If the committee cannot resolve the issue, then, it will be referred to the higher level authorities of the YCMOU and the RERF in progression.

13.2. In the event of the termination of the MoU, shall work together in the best interests of the students enrolled into the joint programs.

14. Jurisdiction:

In the event of any dispute or grievance in respect of any matter under this agreement, place of jurisdiction will be Nasik, Maharashtra.

15. Termination Clause:

The YCMOU and the RERF may terminate the Agreement with twelve (12) months of advance notice in writing, unless an earlier termination is mutually agreed upon.

16. Settlement in case of Termination:

The YCMOU and the RERF will work out on a formula to settle financial matters and any assets developed together before departing legally in the event of termination of this MOU on a mutual discussion and agreement.

17. Duration of MOU:

This Agreement is valid for five (5) years from effective date.

18. Effective Date:

In witness whereof this Memorandum of Understanding signed becomes effective from the date of signing agreed and signed on this day of 15/07/2018

Authorised Signatory



Dr Dinesh Bhonde


Registrar,
Yashwantrao Chavan Maharashtra
Open University
Nashik, Maharashtra

Registrar

Yashwantrao Chavan Maharashtra
Open University, Nashik-422 222

In the presence of

Approved by



Prof. E. Vayunandan

Vice chancellor,
Yashwantrao Chavan Maharashtra
Open University
Nashik, Maharashtra



Dr. Umesh Rajderkar

Director (In charge)
School of Humanities & Social Sciences
Yashwantrao Chavan Maharashtra
Open University Nashik, Maharashtra



Rajyogi B.K. Mruthyunjaya

Vice Chairperson, Education Wing
Rajyoga Education &
Research Foundation
Mount Abu, Rajasthan, India

**RAJYOGA EDUCATION AND
RESEARCH FOUNDATION**

15 JUL 2018

In the presence of,



Dr B.K. Pandiamani

Director,
Value Education Programmes,
Brahma kumaris, RERF
Mount Abu, Rajasthan

**RAJYOGA EDUCATION AND
RESEARCH FOUNDATION**

15 JUL 2018



Rajyogini B.K. Vasanti

Centre Incharge
Connected Centres in Nashik
Brahmakumaris
Nashik, Maharashtra

15 JUL 2018

Ishwariya Vishwa Vidyalaya
"SHAKTIDHAM" 4612, P. P. Sevaturg
Panchevati, NASHIK - 422 009
☎ 2518484



महाराष्ट्र MAHARASHTRA

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is signed on 14/12/2019

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

Rambhau Mhalgi Prabodhini, Wadala, Mumbai having its headquarters at Wadala, Mumbai & which runs the centre named Indian Institute of Democratic leadership (hereafter called as "THE SECOND PART" OR "RMP's IIDL") which expression unless repugnant to the context or meaning thereof shall mean and include it's successors-in-interest & assigns.

[Signature]

रवींद्र माधव साठे

जोडपत्र - २

11 DEC 2019

मुद्रांक विहीन बॉन्डवही अनुक्रमांक (5752) दिनांक

दस्तावा प्रकरण ज्ञान केंद्रीय कार्यालय आणि एम ए सीए/नाई

मिळवणीचे योग्यताकार वर्ग/न **Rambhau Mhalgi Prabodhini**

मुद्रांक विहीन वेळापत्राचे नांव Knowledge Excellence Centre,

हजेचे अनामिका स्थानिकाचे नांव Keshav Srushti, Esset World Road,

पत्ता Ulan, Bhayander (West),

पत्ता Dist. Thane- 401 106, Maharashtra (INDIA).

दुरध्वनी क्रमांकाचे नांव Tel. No.: +91 22 28450101/2/3

फॅक्स क्रमांकाचे नांव Fax No.: +91 22 23450106

मुद्रांक विहीन बॉन्डवही (के. एम. ए. सी. ए.)

मुद्रांक विहीन वेळापत्राचे नांव - श्री. रामभाऊ म्हाळगी, ए/ए/२,

भाईंदर शोर्टिंग बॉम्ब, भाईंदर (प.)-४०१ १०६. मुद्रांक क्रमांक ११. १२०१०१९

रविश्री बा. म्हाळगी
100/-

11 DEC 2019

ज्या कारणासाठी उर्वरणी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून हे नोंदव्यात यावरची बंधनकारक आहे.

WHEREAS

1. RMP's IIDL which is offering the Post Graduate Diploma Programme (PGDP) in Leadership, Politics, and Governance for the last 3 years.
2. YCMOU has inspected and approved the programmes as per educational norms and standard. Exam system of RMP's IIDL is conforming to the standard of examination and evaluation. Post Graduate Diploma Programme in Leadership, Politics, and Governance through an arrangement between them vide the terms and conditions in writing as herein after appearing.
3. The Vice Chancellor of YCMOU has accorded approval to sign MOU with RMP's IIDL in its meeting dated 30th September 2019 (date, month, and year).
4. YCMOU is an Open University offering education to masses with the motive being, Dnyaanganga Gharoghari ("ज्ञानगंगा घोघरी").
5. One of the objectives of the University is to identify the skills and certify the programmes.
6. This is a joint effort by YCMOU & RMP's IIDL to reach the benefits of training in leadership, politics and governance for the educated youth and produce trained, ethical and responsible leaders for the benefit of democratic governance of the country.

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

1. SHORT TITLE

- Development and delivery of Post Graduate Diploma in Leadership, Politics, and Governance.
- Designing short term Leadership Programmes relevant and useful to the learners.
- YCMOU & RMP's IIDL have agreed that learners shall be charged a reasonable fee which adequately compensates for the cost incurred in running the programme.
- RMP's IIDL shall provide the learning material required for programmes.
- RMP's IIDL shall conduct contact lectures, carry out continuous assessments, examinations and shall declare the results.
- YCMOU shall issue the certificates to successful candidates.

2. DEFINITIONS

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

- Designing a curriculum for the Post Graduate Diploma in Leadership, Politics, and Governance.
- Detailing the contents for the programmes for the learners identified by RMP's IIDL and specifying the expected learning outcomes.
- Designing a suitable assessment system.
- Development and delivery of programme shall be the responsibility of RMP's IIDL.

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, wherever applicable.

[Signature]

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3. RESPONSIBILITIES OF YCMOU

- YCMOU shall appoint a liaisioning person with adequate authority and accountability and for acting as a single point of contact with RMP's IIDL.
- RMP's IIDL may carry out sample check of result documents, before Certification.
- Certifying and awarding the successful candidates with relevant certification.

4. RESPONSIBILITIES OF RMP's IIDL

- The development & delivery of programmes will be the responsibility solely of RMP's IIDL.
- RMP's IIDL shall function as the nodal unit for mentioned programmes. It shall, in this capacity:
 - ❖ Appoint a liasioning 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 RMP's IIDL 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 RMP's IIDL to establish the required setup for teaching and learning.
 - ❖ The Faculty & Staff will be deputed by RMP's IIDL & RMP's IIDL 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 with prescribed convocation and certification fees.
 - ❖ 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 affiliation is granted by YCMOU.
 - ❖ That the management of RMP's IIDL shall abide by the conditions to be prescribed by the University while granting affiliation for the Post graduate diploma programme and from time to time thereafter
 - ❖ RMP's IIDL shall supply the list of successful candidates after successful completion of the programme
 - ❖ RMP's IIDL shall submit the required affiliation fee of Rs 10000/- (ten thousand only) before the actual granting of affiliation by YCMOU as and when the decision is taken.
 - ❖ RMP's IIDL shall submit the required annual fee of 5000/- (five thousand only) per student for certification to YCMOU within 1 month from the start of each batch.
 - ❖ RMP's IIDL shall not charge any extra fees than mentioned in the prospectus.
 - ❖ RMP's IIDL 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 RMP's IIDL shall select one nodal person from each of its side to facilitate ease of communication.
 - ❖ RMP's IIDL 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.
 - ❖ All the Intellectual Property related to the programme in the form of programme structure and design, learning material, research reports and allied knowledge repository accruing out of the activities related to conducting the Post Graduate Diploma in Leadership, Politics & Governance.

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4. JOINT RESPONSIBILITIES OF YCMOU AND RMP's IIDL

It is hereby agreed under the purview of this MOU

- It's a joint effort by RMP's IIDL & YCMOU to produce well-trained, knowledgeable and aware young people for Nation building in areas of leadership, politics and governance.
- 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 leadership, politics and governance.
- 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 & RMP's IIDL and extendable to next 05 (five) years. The authorized signatory to sign MoU will be Registrar, YCMOU & The Dean, RMP's IIDL.

6. TERMINATION

Not with standing 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 Dean, RMP's IIDL 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.

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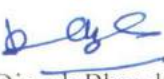


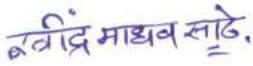

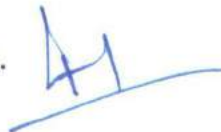

12. SEVERABILITY

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 inforce 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 Yashwantrao Chavan Maharashtra Open University</p> <p> (Dr. Dinesh Bhonde) Registrar Yashwantrao Chavan Maharashtra Open University, Nashik-422 222 Registrar Yashwantrao Chavan Open University Dnyangangotri, Govardhan., Near Gangapur Dam, Nashik- 422222, Maharashtra</p> <p>Witness</p> <p>1.  (Prof. K. S. Atkar)</p> <p>2.  (Miss Nishigandha Patil)</p>	<p>For and on behalf of Rambhau Mhalgi Prabodhini that runs IIDL</p> <p> (Ravindra Sathe)</p> <p></p> <p>Authorized Signatory, The Dean, IIDL & D-G, Rambhau Mhalgi Prabodhini, 17, Chanchal Smruti, G. D. Ambekar Marg, Opp. Shriram Industrial Estate, Wadala, Mumbai - 400 031, Maharashtra</p> <p>Witness</p> <p>1.  (RAVI POKHARNA)</p> <p>2.  (Sunil Jangam)</p>
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महाराष्ट्र MAHARASHTRA

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श्री. / श्रीमती / सौ. कुलकर्णी व. परावतकर चव्हाण महाराष्ट्र
पत्ता मुकाम विद्यापीठ गोवर्धन ना. जि. नाशिक
हस्ते वचाटे राजाराम
सहा

TREASURY OFFICE NASHIK
13 OCT 2017
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श्री. स. ए. अमृतकर
स्टॅम्प वेंडर, नाशिक.
(मु. वि. प. क्र. १०३/२००२)

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.



Registrar
Yashwantrao Chawan Maharashtra
Open University, Nashik-422 222



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

In pursuance to the above MoU, Special Education Courses, namely, B.Ed. Special Education in the area of Hearing Impairment, Mental Retardation (ID) & Visual Impairment, were successfully implemented with an encouraging acceptability and increasing demand through distance mode.

The above said MoU is signed on 30th October, 2017 by the Registrar on behalf of YCMOU and by the Member Secretary on behalf of RCI and both the parties agreed to extend the MoU for another five years w.e.f. 05th September 2017 and abide by the following provisions to achieve the desired goals.

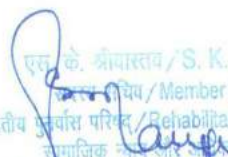
The present MoU is an extension of the MoU signed between YCMOU and RCI on 06th September, 2012 and signed on 30th October 2017 for renewal for five years w.e.f. 5th September, 2017 for collaboration in promoting Human resource Development in Special Education & Disability Rehabilitation and is governed by provisions therein,

1. YCMOU, Nashik will collaborate with RCI in designing programmes and development of multimedia for the Open Distance Learning (ODL) Special Education Courses and, will award Certificate/Degree to the successful candidates.
2. RCI recognizes YCMOU as State Open University also for undertaking Special Education Courses through Open Distance Learning (ODL) mode in English medium/Regional language. RCI will also extend technical expertise to YCMOU and its Study Centres through YCMOU.
3. YCMOU in collaboration with RCI will conduct the following Courses through distance mode in the State of Maharashtra till the validity of MoU. Keeping in view the United Nation Convention on the Rights of Persons with Disabilities (UNCRPD) and Right to Education Act for promoting inclusive education, the Courses in Learning Disabilities (LD) may be given emphasis by YCMOU. Course wise allocations of seats to University & its Study Centres are as under :-

Name of the Course(s)/ Programs	Max. intake	Duration	Max. intake per batch for each Study Centre
B.Ed.Spl.Ed.(Mental Retardation/ ID) -ODL B.Ed.Spl.Ed.(Hearing Impairment) - ODL B.Ed.Spl..Ed.(Visual Impairment)	500	2 ½ years (05 Semesters)	30/40


Registrar
 Yashwantrao Chavan Maharashtra
 Open University, Nashik-422 222




 एस.के. श्रीवास्तव / S. K. Srivastava
 सदस्य / Member Secretary
 भारतीय पुनर्वास परिषद / Rehabilitation Council of India
 सामाजिक न्याय विभाग
 Ministry of Social Justice & Empowerment
 विप्लवगर्जन सशक्तिकरण विभाग
 Department of Empowerment of Persons with Disabilities
 नई दिल्ली / 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




 श्री. श्रीवास्तव / S. K. Srivastava
 सदस्य सचिव / Member Secretary
 भारतीय पुनर्वास परिषद / Rehabilitation Council of India
 सामाजिक न्याय व शोषित वर्गों के उत्थान
 Ministry of Social Justice & Empowerment
 विकलांगता सशक्तिकरण विभाग
 Department of Empowerment of Persons with Disabilities
 नई दिल्ली / New Delhi

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
Member Secretary
Abilitation Council of India
भारतीय पुनर्वास परिषद्
सामाजिक न्याय और शक्तिशाली न्याय
Ministry of Social Justice & Empowerment
विकासीय सशक्तिकरण विभाग
Department of Empowerment of Persons with Disabilities
नई दिल्ली / 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




एन. के. शrivastava / S. K. Srivastava
सदस्य सचिव / Member Secretary
भारतीय पुनर्वास परिषद् / Rehabilitation Council of India
सामाजिक न्याय और अपांडितता मंत्रालय
Ministry of Social Justice & Empowerment
विश्वनागजन सशक्तिकरण विभाग
Department of Empowerment of Persons with Disabilities
नई दिल्ली / New Delhi

Registrar

[Handwritten Signature]

Registrar

Yashwantrao Chavan Maharashtra
Open University, Nashik

On behalf of YCMOU

WITNESSES:

1. *[Handwritten Signature]* (Dr. Sanjivani Metale)
2. *[Handwritten Signature]* Dr. Sunesh Patil

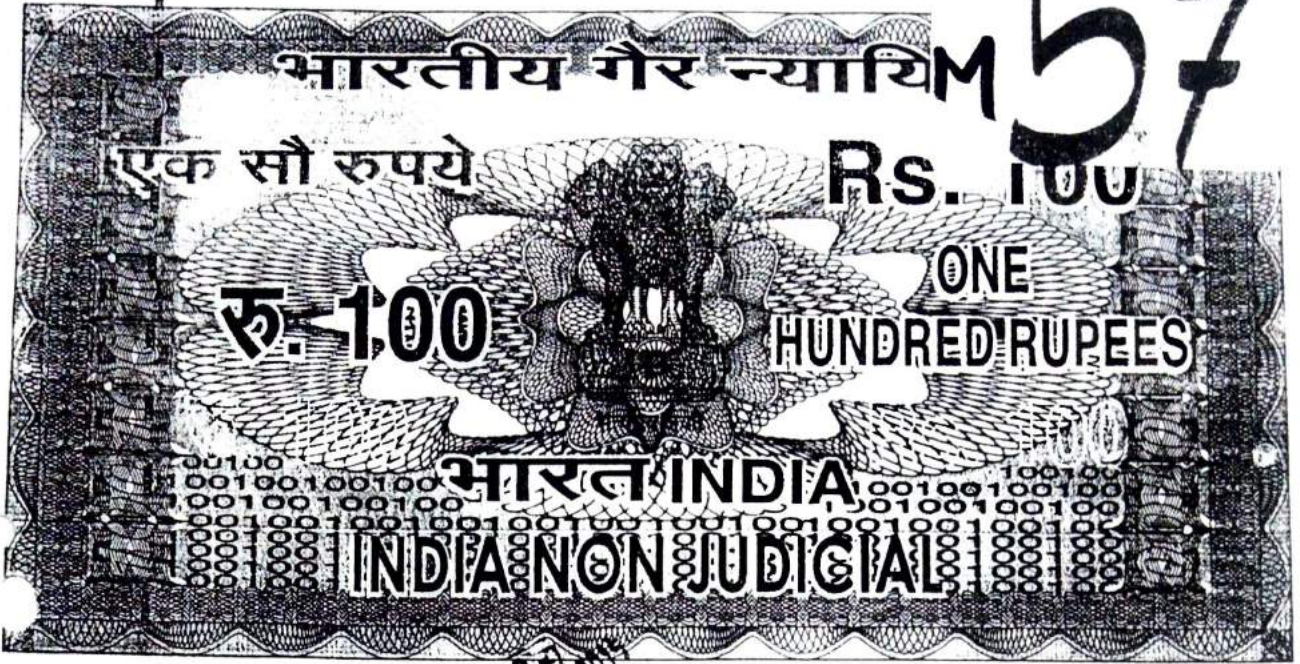


एस. के. श्रीवास्तव / S. K. Srivastava
 सदस्य सचिव / Member Secretary
 भारतीय पुनर्वास / Rehabilitation Council of India
 सामाजिक न्याय और अधिकारिता मंत्रालय
 Ministry of Social Justice and Empowerment
 विकलांगजन सशक्तिकरण विभाग
 Department of Persons with Disabilities
 नई दिल्ली / New Delhi

On behalf of RCI

WITNESSES:

1. *[Handwritten Signature]* (Dr. Sandeep Tanka)
2. *[Handwritten Signature]*
C.S.P. ARASINGHE



महाराष्ट्र MAHARASHTRA 5102 831 921 0 2014 0

LR 942453

दिनांक

वि.नं. २०३ ७७ ला.नं. १९/१६

श्री मा. विद्यापीठ संस्था, कुलगुरु यशवंतराव

वर्धन, महाराष्ट्र मुक्त विद्यापीठ, कोल्हापूर

रु. (१००) चा स्टॅप मागितले वरून रु. १००/- ची उ नोकरी

त्यांचे भरती रु.

असे स्टॅप दिले

- 2 FEB 2015

राहुल ना. पाटील
स्टॅप व्हेंडर

STAMP HEAD CLERK,
TREASURY OFFICE,
KOLHAPUR (M.S.)

सामंजस्य करारनामा

(Memorandum of Understanding)

सदरचा सामंजस्य करारनामा आज दि ७ फेब्रुवारी २०१५ रोजी कोल्हापूर येथे, लिहून देणार निम्न लिखित प्रथम क्रमांकावर उल्लेखित संस्था व करारनामा लिहून घेणारी द्वितीय क्रमांकावर उल्लेखित संस्था यांचे दरम्यान स्वयंअध्ययन साहित्याचे (Self Instructional Material Adaption) वापर, व या करारनाम्यात उल्लेख केलेल्या अधिकारासंबंधी करण्यात आला.

करारनामा लिहून देणार

कुलगुरु

यशवंतराव चव्हाण महाराष्ट्र मुक्त विद्यापीठ,
गोवर्धन, नाशिक - ४२२ २२२

पार्टी नं. १

करारनामा लिहून घेणार

कुलगुरु

शिवाजी विद्यापीठ,
विद्यानगर, कोल्हापूर.


पार्टी नं. २

1. करारनामा लिहुन देणार पार्टी नं. १ हे महाराष्ट्र शासन कायदा क्रमांक xx of 1989 द्वारे स्थापित झालेले, महाराष्ट्रात मुक्त व दूर शिक्षणाद्वारे वंचितापर्यंत शिक्षण पोहोचविण्यासाठी स्थापन झालेले महाराष्ट्र व त्याबाहेरचे कार्यक्षेत्र असलेले स्वायत्त विद्यापीठ आहे.
2. करारनामा लिहुन घेणार पार्टी नं. २ महाराष्ट्र शासन, शिवाजी विद्यापीठ अधिनियम १९६२ द्वारे स्थापित झालेले आणि सध्या कोल्हापूर, सांगली व सातारा या जिल्हयाचे कार्यक्षेत्र असलेले स्वायत्त विद्यापीठ आहे.
3. करारनामा लिहुन देणार पार्टी नं. १ यांना महाराष्ट्रभरत विद्यार्थ्यांना बी.ए./बी.कॉम. भाग २ पर्यावरणशास्त्र आणि एम.ए. (मराठी, हिंदी, इंग्रजी), एम.कॉम. व एम.एस्सी. (गणित) या पदव्युत्तर शिक्षणक्रमांचे स्वयंअध्ययन साहित्य उपलब्ध करून द्यावयाचे आहे. संबंधित स्वयंअध्ययन साहित्य करारनामा लिहुन घेणार पार्टी नं. २ यांच्या दूर शिक्षण विभागाने विकसित करून त्यांच्या कार्यक्षेत्रात उपलब्ध करून दिले आहे. ते मुक्त विद्यापीठाच्या विद्यार्थ्यांना उपलब्ध करून देण्याकरिता करारनामा लिहुन देणारा हे करारनामा लिहुन घेणारा यांच्या यासंबंधित अधिकार मंडळाला Approach झाले व तशी स्वारस्य अभिव्यक्ती सादर केली आहे.
4. सदर स्वारस्य अभिव्यक्तीनुसार करारनामा लिहुन देणार आणि करारनामा लिहुन घेणार यांच्यात परस्पर अटी, शर्ती, वापर, मुद्रण, पुर्नमुद्रण, स्वामित्व हक्क, स्वामित्व धन या विषयी चर्चा होऊन पुढीलप्रमाणे परस्पर सामंजस्य करार आज रोजी दि. **17 FEB 2015** कोल्हापूर मुक्कामी करण्यात आला.
5. यातील पार्टी नं. २ यांनी पार्टी नं. १ यांना प्राप्त स्वारस्य अभिव्यक्तीनुसार पार्टी नं. २ यांनी दूर शिक्षणासाठी विकसित केलेले पदव्युत्तर स्तरावरील एम.ए.,(मराठी, हिंदी, इंग्रजी),एम.कॉम. व एम.एस्सी. (गणित) या शिक्षणक्रमांचे (शैक्षणिक वर्ष २०१०-११ Annual Pattern) स्वयंअध्ययन साहित्य तसेच बी.ए./बी.कॉम. भाग - २ चे पर्यावरण शास्त्राचे स्वयंअध्ययन साहित्य पुढील अटी व शर्तीना अधिन राहून उपलब्ध करून द्यावयाचे आहे.
6. स्वयंअध्ययन साहित्य (SIM) देण्यापुर्वी पार्टी नं. १ यांनी या अध्ययन साहित्यावर छापावयाचे मुखपृष्ठ तयार करून ते पार्टी नं. २ यांना देण्याचे आहे. यात पुढील बाबींचा समावेश असेल.
 - अ. मुखपृष्ठावर वरच्या भागात यशवंतराव चव्हाण महाराष्ट्र मुक्त विद्यापीठ, नाशिक असा उल्लेख, त्यांचा लोगो, शिक्षणक्रमाचे नांव, शिक्षणक्रम संकेतांक इ. सर्व माहिती मुक्त विद्यापीठाच्या पॅटर्नप्रमाणे असावी.
 - आ. मुखपृष्ठावर खालच्या भागात सदरचे स्वयंअध्ययन साहित्य हे शिवाजी विद्यापीठ, कोल्हापूर यांनी विकसित केले आहे, असा स्पष्ट उल्लेख असावा.
 - इ. मुखपृष्ठाच्या आतील पानावर, सदर स्वयंअध्ययन साहित्याचे लेखक, शिवाजी विद्यापीठ, दूर शिक्षण केंद्राची निर्मिती, छपाई वर्ष, ISBN क्रमांक इ. माहिती व मुक्त विद्यापीठाची निर्मिती प्रक्रियेची आवश्यक माहिती द्यावी. याच पृष्ठावर याचा स्वामित्व हक्क शिवाजी विद्यापीठाकडे असून त्यांचे परवानगी शिवाय यातील कुठल्याही भागाचा वापर, पुर्नमुद्रण करता येणार नाही असा स्पष्ट उल्लेख असावा.

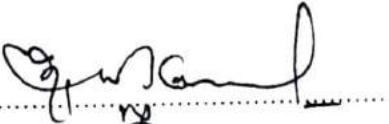
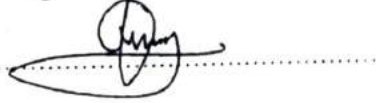
- ई. सदर स्वयंअध्ययन साहित्याचा वापर (Adapt) करताना त्यांची रचना ही मुक्त विद्यापीठाच्या इतर शिक्षणक्रमांच्या पाठ्यपुस्तकांच्या रचनेनुसार करून घेण्यात येईल व यासाठी आवश्यक बदल करून घेण्याचा अधिकार करारनामा लिहून देणार यांना राहिल. याबाबतची माहिती पार्टी नं. १ ने पार्टी नं. २ यांना देणे आवश्यक आहे.
7. करारानुसार पार्टी नं. २ यांनी पार्टी नं. १ यांना दूर शिक्षण केंद्रा अंतर्गत विकसित केलेले पदव्युत्तर स्तरावरील एम.ए.,(मराठी, हिंदी, इंग्रजी),एम.कॉम. व एम.एस्सी. (गणित) या शिक्षणक्रमांचे (शैक्षणिक वर्ष २०१०-११ Annual Pattern) स्वयंअध्ययन साहित्य तसेच बी.ए./बी.कॉम. भाग -२ चे पर्यावरणशास्त्राचे स्वयंअध्ययन साहित्याची Soft Copy देणेचे आहे. पार्टी नं. १ यांनी त्यांच्या आवश्यकतेनुसार स्वयंअध्ययन साहित्य छपाई करून घेणेचे आहे.
 8. पार्टी नं. १ यांनी छपाई करून घेतलेल्या संख्यावरून शिवाजी विद्यापीठ व्यवस्थापन परिषदेच्या ठरावानुसार (Annexure - 1) स्वयंअध्ययन साहित्य वापरण्यापोटी २० टक्के स्वामित्व शुल्क देणेचे आहे. पार्टी नं. १ यांनी व्यवस्थापन परिषदेच्या ठरावानुसार २० टक्के स्वामित्व शुल्काची एकूण रक्कम पार्टी नं. २ यांनी सूचित केलेल्या बँक खात्यावर भरणेची आहे. स्वयंअध्ययन साहित्याची छपाई पूर्ण झाल्यावर त्याचा अहवाल (छपाई केलेल्या स्वयंअध्ययन संख्यासह) पार्टी नं. १ यांनी पार्टी नं. २ यांना देणेचा आहे. त्याअनुषंगाने पार्टी नं. १ यांनी छपाई केलेले साहित्याचे स्वामित्व शुल्कांची एकूण रक्कम दोन महिन्यांमध्ये जमा करणेची आहे. वर्षअखेरीस पार्टी नं. १ यांनी सदरच्या स्वयंअध्ययन साहित्याची छपाई Audited Account Copy पार्टी नं. २ यांना देणेची आहे.
 9. सदर सामंजस्य कराराचा कालावधी सुरुवातीला ५ वर्षे राहिल व त्यानंतर परस्पर सामंजस्याने व ठरलेल्या अटी व शर्ती अनुसार पुढे तो वाढवता येईल.
 10. प्रस्तावित स्वयंअध्ययन साहित्य हस्तांतरण व पुढील सर्व प्रक्रियेसाठी दोन्ही विद्यापीठांनी समन्वय साधण्यासाठी एक एक याप्रमाणे दोन नोडल ऑफीसर्स नियुक्त करावयाचे आहेत व त्यांच्या माध्यमातून संपूर्ण प्रक्रिया पूर्ण करणेची आहे.
 11. स्वयंअध्ययन साहित्य पडताळणी (अभ्यासक्रम व्यतिरिक्त), दुरूस्ती, त्रुटी सुधारणा व यावरचा अंतिम निर्णयासाठी पार्टी नं. १ यांनी समिती स्थापन करावी. सदर समितीने अध्ययन साहित्यांची उच्च गुणवत्ता राखण्यासाठी त्या त्या विषयातील विषय तज्ञांची नेमणूक करून योग्य दुरूस्त्या, सुधारणा करून घ्याव्यात. याबाबतचे अंतिम अधिकार या समितीला असेल व झालेल्या बदलांची माहिती पार्टी नं. २ ला कळवावी. सदर दुरूस्त्या या शिवाजी विद्यापीठ अधिकार मंडळाच्या अधिकारावर कोणतेही अतिक्रमण न होता समितीने दुरूस्त्या सुचवेल व त्या समितीने सुचविलेल्या दुरूस्त्या विचारात घेवून त्यामधील अभ्यासक्रमाव्यतिरिक्त व शिवाजी विद्यापीठाच्या अधिकार मंडळाच्या कोणत्याही अधिकाराला बाधा न येता दुरूस्त्या करण्यासाठी शिवाजी विद्यापीठाची परवानगी घेणे आवश्यक आहे.
 12. सदरचा सामंजस्य करार हा सुरुवातीला पदव्युत्तर स्तरावरील एम.ए.,(मराठी,हिंदी,इंग्रजी), एम. कॉम. व एम.एस्सी. (गणित) या शिक्षणक्रमांचे (शैक्षणिक वर्ष २०१०-११ Annual Pattern) स्वयंअध्ययन साहित्य तसेच बी.ए./बी.कॉम. भाग - २ चे पर्यावरणशास्त्र यासाठी २०१५-१६ शैक्षणिक वर्षापासून लागू होईल.

13. स्वयंअध्ययन साहित्याबाबत कॉपीराईटचे हक्क हे पार्टी नं. २ याचे राहतील. सदर सामंजस्य करारनामा यात जर बदल करावायाचे असेल तर ते दोन्ही पार्टींच्या संमतीनेच करणेचे आहे.
14. सदर करारासंबंधी काही वाद उद्भवल्यास तो दोन्ही पार्टींनी सामंजस्याने मिटविण्याचा आहे. न्याय तंटयाबाबत ज्युरिस्टीक्शन कोल्हापूर न्यायालय राहिल.
15. दोन्ही पार्टींपैकी कोणत्याही पार्टीस सदरचा करार रद्द करावयाचा असल्यास तीन महिने आगाऊ नोटीस देवून करार रद्द करू शकेल. परंतु त्यास सुरू असलेल्या शैक्षणिक वर्ष व स्वयंअध्ययन साहित्य केलेल्या मागणीस बाधा न येता पुढील शैक्षणिक वर्षापासून ते अंमलात येईल.


करारनामा लिहून देणार


कुलगुरू

यशवंतराव चव्हाण महाराष्ट्र
मुक्त विद्यापीठ, नाशिक

साक्षीदार
०१) 
०२) 



करारनामा लिहून घेणार


7/1/2015
कुलगुरू



शिवाजी विद्यापीठ,
कोल्हापूर

कुलगुरू
शिवाजी विद्यापीठ, कोल्हापूर.

साक्षीदार
०१) 
०२) 

विषय क्र. ३१ - दूर शिक्षण केंद्रांतर्गत पदव्युत्तर स्तरावरील एम.ए. भाषा (वार्षिक पध्दती २०१० चा अभ्यासक्रम) व एम.एस्सी. गणित (सत्र पध्दती २०१० चा अभ्यासक्रम) या विषयांचे स्वयंअध्ययन साहित्य यशवंतराव चव्हाण महाराष्ट्र मुक्त विद्यापीठ, नाशिक हे स्वीकार (Adapt) करू इच्छित आहेत. त्याबाबत मा.कुलगुरू, यशवंतराव चव्हाण महाराष्ट्र मुक्त विद्यापीठ, नाशिक यांची दि.१८.११.२०१४ व दि.३१.१२.२०१४ रोजीचे पत्रे व त्याअनुषंगाने करावयाची कार्यवाही याबाबत विचारार्थ.

(सोबत समितीच्या बैठकीचा कार्यवृत्तांत जोडला आहे.)

(टिपणी : दूर शिक्षण केंद्रांतर्गत पदव्युत्तर स्तरावरील एम.ए.भाषा (वार्षिक पध्दती २०१० चा अभ्यासक्रम) व एम.एस्सी. गणित (सत्र पध्दती २०१० चा अभ्यासक्रम) स्वयंअध्ययन साहित्य यशवंतराव चव्हाण महाराष्ट्र मुक्त विद्यापीठ, नाशिक हे स्वीकार (Adapt) करू इच्छित आहेत. याबाबत मा.कुलगुरू, यशवंतराव चव्हाण महाराष्ट्र मुक्त विद्यापीठ, नाशिक यांनी दि.१८.११.२०१४ नुसार शिवाजी विद्यापीठाने मुक्त विद्यापीठाने सहकार्य करावे असे कळविले आहे.

सदर पत्रावर कार्यवाही करण्यासाठी खालीलप्रमाणे समिती गठीत करण्यात आलेली होती.

- १) प्रा. (डॉ.) डी. टी. शिर्के - अध्यक्ष
- २) संचालक, दूर शिक्षण केंद्र - सदस्य
- ३) विभागीय संचालक, कोल्हापूर विभाग, यशवंतराव चव्हाण महाराष्ट्र मुक्त विद्यापीठ, नाशिक - सदस्य.

सदर समितीची बैठक दि.०७/०१/२०१५ रोजी झाली व त्याचा कार्यवृत्तांत सोबत जोडला आहे.

सदर कार्यवृत्तांतानुसार विद्यापीठ मुद्रणालयाने यशवंतराव चव्हाण महाराष्ट्र मुक्त विद्यापीठ, नाशिक यांच्या मागणीप्रमाणे स्वयंअध्ययन साहित्याची छपाई करण्याबाबत होकार कळविलेला आहे. याबाबत मा.कुलगुरू, यशवंतराव चव्हाण महाराष्ट्र मुक्त विद्यापीठ, नाशिक यांच्या पत्रानुसार व समितीच्या कार्यवृत्तांतानुसार खालील बाबी विचार होणे गरजेचे आहे.

१. शिवाजी विद्यापीठ व यशवंतराव चव्हाण महाराष्ट्र मुक्त विद्यापीठ, नाशिक यांच्यामध्ये सामंजस्य करार करण्यास तत्त्वतः मान्यता.
२. या अनुषंगाने गठीत केलेल्या समितीच्या दि.०७/०१/२०१५ रोजीच्या बैठकीचा कार्यवृत्तांत मान्यता.
३. विद्यापीठ मुद्रणालयाने, यशवंतराव चव्हाण महाराष्ट्र मुक्त विद्यापीठ, नाशिक यांच्या मागणीप्रमाणे स्वयंअध्ययन साहित्याची छपाई करण्याबाबत होकार दर्शविलेले त्याबाबत स्वामित्व शुल्क निश्चित होणे.

सबब, दूर शिक्षण केंद्रांतर्गत पदव्युत्तर स्तरावरील एम.ए.भाषा (वार्षिक पध्दती २०१० चा अभ्यासक्रम) व एम.एस्सी. गणित (सत्र पध्दती २०१० चा अभ्यासक्रम) या विषयांचे साहित्य यशवंतराव चव्हाण महाराष्ट्र मुक्त विद्यापीठ, नाशिक हे स्वीकार (Adapt) करू इच्छित आहेत. त्याबाबत मा.कुलगुरू, यशवंतराव चव्हाण महाराष्ट्र मुक्त विद्यापीठ, नाशिक यांची दि.१८.११.२०१४ व दि.३१.१२.२०१४ रोजीचे पत्रे व त्याअनुषंगाने करावयाची कार्यवाही याबाबत विचारार्थ.)

ठराव : अ) दूर शिक्षण केंद्रांतर्गत पदव्युत्तर स्तरावरील एम.ए. भाषा (वार्षिक पध्दती २०१० चा अभ्यासक्रम) व एम.एस्सी. गणित (सत्र पध्दती २०१० चा अभ्यासक्रम) या विषयांचे स्वयंअध्ययन साहित्य यशवंतराव चव्हाण महाराष्ट्र मुक्त विद्यापीठ, नाशिक यांना स्वीकार (Adapt) करण्यास मान्यता देण्यात आली.

ब) स्वयंअध्ययन साहित्य छपाई वापरण्यापोटी २० टक्के स्वामित्व शुल्क घेण्यास मान्यता देण्यात आली.



यशवंतराव चव्हाण महाराष्ट्र मुक्त विद्यापीठ,
अंतर्गत संज्ञापन पत्र

प्रेषक : कुलसचिव

विषय : नाशिक महानगपालिका, नाशिक स्मार्ट सिटी च्या
अंतर्गत करावयाचा करारावर स्वाक्षरी करण्याबाबत
मान्यता....

प्रति : मा. कुलगुरू

दिनांक : २९.०६.२०१६

सोबत - आयुक्त, नाशिक महानगरपालिका, नाशिक यांनी नाशिक महानगपालिका, नाशिक स्मार्ट सिटी च्या अंतर्गत करावयाचा कराराच्या मसुद्याची प्रत जोडीत आहे. विद्यापीठाकडून हा करार करतांना, विद्यापीठावर कोणताही आर्थिक भार राहाणार नाही.

सबब विद्यापीठाच्या वतीने स्वाक्षरी करण्यास मान्यता द्यावी, ही विनंती.


कुलसचिव


मा. कुलगुरू

MEMORANDUM OF UNDERSTANDING

This is an agreement between "Party A", hereinafter called Yashwant Rao Maharashtra Open University (YCMOU) and "Party B", hereinafter called Nashik Municipal Corporation (NMC).

1. Background & Purpose

Nashik is one of the 98 cities selected under the prestigious Smart City Mission of Ministry of Urban Development, Government of India. Nashik Municipal Corporation is in the process of preparing Smart City Proposal (SCP) for Nashik. Under Smart City, various global solutions will be implemented in Nashik and to ensure smooth implementation of these solutions in localised condition, expertise of local Academic institutes will be required.

The purpose of this MOU is to clearly identify the roles and responsibilities of each party in achieving the above objective.

2. Responsibilities under this MOU

Part A & B jointly shall undertake the following activities in accordance with the Smart City Proposal

- Ensure successful implementation of various projects proposed under Smart City Proposal
- Both parties shall also perform any other activity mutually decided upon from time to time.
- Jointly conduct various Skill Development programs in and around Nashik

Party A shall undertake the following activities in accordance with the Smart City Proposal

- Provide information regarding Industry best practices.
- Provide assistance during project design stage
- Provide Expertise and Knowledge for Smart City Project implementation

Party B shall undertake the following activities in accordance with the Smart City Proposal

- Seek inputs from Party A during both project design and implementation phase.
- Allow students and Academicians of Party A to study various aspects of various projects or departments of Party B so this enhances knowledge base of Party A which can be helpful to both parties.

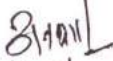
3. Effective date and signature

This MOU shall be effective upon the signature of Parties A and B authorized officials. It shall be in force from June 29, 2016 to June, 2021.

Parties A and B indicate agreement with this MOU by their signature.

Signatures and dates

Party A


(Dr. Prakash Attare)
Registrar
Yashwantrao Chavan Maharashtra
Open University, Nashik-422 222

Party B

(Dr. Praveen Gedam)
Commissioner,
Nashik Municipal Corporation,
Rajiv Gandhi Bhawan
Sharanpur Road,
Nashik - 422 002.

NATIONAL APPRENTICESHIP PROMOTION SCHEME

CREATING A JOB-READY WORKFORCE

TRAIN AND RETAIN HIGH-QUALITY APPRENTICES



Yuvashakti Foundation
Education | Empowerment | Employability

SKILL INDIA - EMPOWERED YOUTH, EMPOWERED NATION

APPRENTICESHIP IN INDIA

What is Apprenticeship Training?

- Apprenticeship Training is a course that comprises basic and practical training at the workplace, in an establishment.
- An apprentice is a person who has signed a contract of apprenticeship with an establishment to undergo apprenticeship training.

Why Apprenticeship?

- Mandated under law for all establishments having more than 4 employees (including contractual employees) to engage apprentices.
- A proven solution for training and retaining world-class talent which is industry ready.

Establishments Under the Purview of Apprenticeship Mandate

Employee Strength	Eligibility for Apprenticeship	Apprentice Band	Apprenticeship Duration
< 3	Not Eligible	Not Eligible	Not Eligible
3-9	Optional	2.5% - 15% of Employee strength	36 months
> 30	Mandatory	2.5% - 15% of Employee strength	36 months

Legal Status of Apprentices

- Every apprentice undergoing apprenticeship training in an establishment shall be trainee and not a worker.
- The provisions of any law with respect to labour (such as EPF/ ESI) shall not apply to or in relation to such apprentice.
- Establishments can engage apprentices of age 18 years & above in normal working hours of the establishment (including night shifts). (Definition of worker, Para 18 of Apprenticeship Act 1961)
- For apprentices under the age of 18 years, establishments shall engage them in training between 8 am to 6 pm only.

New Reforms: Responding to the Industry Needs

Candidates Eligible for Apprenticeship

S.No.	Routes of Apprenticeship Training	Duration of Apprenticeship Training including Basic Training (as per duration specified in the curriculum)	*Basic Training Exempted
1	ITI Pass Outs	6 - 36 months	Yes
2	Graduates	6 - 36 months	Yes
3	Diploma Holders	6 - 36 months	Yes
4	All Pass Outs from the NSQF aligned courses including PMKVY/DDUGKY etc.	6 - 36 months	Yes
5	Pursuing Graduation/ /Diplomas	6 - 36 months	Yes
6	Fresh Apprentices	6 - 36 months	No

*Exemption only for those opting for Apprentice in a qualification-related course, as per each course's curriculum

Stipend Payment to Apprentices

Category	Prescribed minimum stipend amount
School pass-outs (class 5th - class 9th)	₹ 5000 per month
School pass-outs (class 10th)	₹ 6000 per month
School pass-outs (class 12th)	₹ 7000 per month
National or State Certificate holder	₹ 7000 per month
Technician (vocational) apprentice or Vocational Certificate holder or Sandwich Course (Students from Diploma Institutions)	₹ 7000 per month
Technician apprentices or diploma holder in any stream or sandwich course (students from degree institutions)	₹ 8000 per month
Graduate apprentices or degree apprentices or degree in any stream	₹ 9000 per month

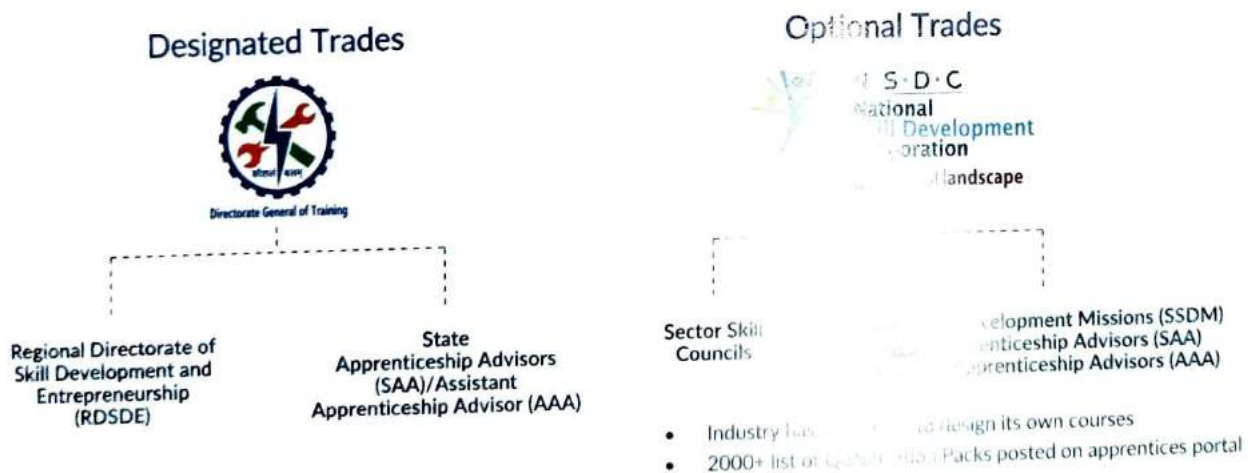
- Certificate holder to get stipend as per his/her educational qualification.
- & 15% hike in second and third year respectively for apprenticeship training.
- Stipend to be paid to fresher apprentices during Basic Training for a period of up to 3 months.

Benefits to the Industry

- Addresses skill gap for the industry
- Industry can design and run Apprenticeships in customized courses
- Increases availability of industry ready skilled manpower well versed with culture
- Reduces attrition
- Reduces expenditure on recruitment process
- Studies establish that loyalty factor in apprentices is relatively higher
- Financial support from the Government through NAPS

Implementing Agencies

Apprenticeship is implemented by the Ministry of Skill Development and Entrepreneurship at the national level through its implementing agencies.





National Apprenticeship Promotion Scheme

In an endeavor to promote apprenticeship in India, a new scheme, National Apprenticeship Promotion Scheme (NAPS) has been launched by the Government in August 2016. The scheme entails financial support to establishments undertaking apprenticeship programs.

Financial Benefits Under NAPS

Sharing of cost of basic training with Basic Training Providers (BTP); up to **INR 7,500 for 3 months/ 500 hours**

Sharing of 25% of the prescribed stipend, subject to a maximum of **INR 1,500 per month per apprentice**

Role of YSF As TPA (Third Party Aggregator)

As a TPA, YSF will perform the under said activities:

- Arrange the basic training under Apprentices Act through Basic Training Providers for fresher apprentices from the establishments which are desirous of outsourcing the basic training.
- Assist the establishments to get approval for Basic Training Centers (BTCs) in case these are not in the panel of approved BTCs
- Match the demand of establishment for apprentices with the candidates desiring to undergo apprenticeship programme.
- Mobilize and counsel candidates to undergo apprenticeship training
- Assist the establishment in designing courses under apprentice programme and getting them NSQF aligned
- Upload contracts of apprenticeship on the apprenticeship portal on behalf of the establishment for registration by Apprenticeship Advisor.
- Upload syllabus with duration of apprentice's courses on behalf of establishment toward stipend paid to apprentices
- Furnish all the returns on the portal-site on behalf of the establishment
- Submit reimbursement claims on behalf of establishment towards stipend paid to apprentices
- Submit reimbursement claim for basic training cost in case establishment is the basic training provider under NAPS
- Ensure compliance of all formalities by the apprentices for appearing in assessment examinations as and when required
- Assist the establishment to conduct assessment and issue certificates



Yuvashakti Foundation
Education | Empowerment | Employability

●● CORPORATE OFFICE ●●

Block No.66/67, C Wing, Commercial Complex, Chikhali Road, Near RTO,
Chinchwad, Pune-411019 (MAH) **Phone No.** : 9764406444 | 9922426404
Email : apprenticeship@ysfskills.com | **Website** : www.ysfskills.com

●● YSF PRESENCE AT ●●

Pune | Mumbai | Ahmednagar | Nagpur | Kolhapur | Aurangabad | Nashik | Chiplun | Noida | Manesar
Bawal | Chandigarh | Rudrapur | Haridwar | Chennai | Pondicherry | Coimbatore | Jamshedpur
Ankaleshwar | Silvassa | Sanand | Pithampur | Indore | Bangalore | Goa | Dharwad | Sikkim

10th June 2021

To,
Vice Chancellor
Yashwantrao Chavan Maharashtra Open University
Nashik (Maharashtra)

**Sub: Permission to conduct Online Webinar to conduct Apprenticeship Awareness
Webinar & online Job Fair**

Respected Sir,

Yuvashakti Foundation (YSF) registered as a Third-Party Aggregator (TPA) under National Skill Development Council (NSDC) & Directorate General of Training (DGT), we coordinate National Apprenticeship Scheme (NAPS) Scheme activities between NSDC / DGT, Industries & potential candidates. We are facilitating deployment of candidates for apprenticeship across India.

Apprenticeship is yet to get accepted by the Indian youth as the best way to learn, earn and grow. Young Indians are not familiar with the apprenticeship system; it is an effective way for young adults from rural and sub-urban populations to transit from school to work-life while improving links between industry and training institutions. candidates do not have proper guidance for establishing a stable career, in the same lines as offered to students from mainstream academics or from corporations who employ graduate employees. Besides, due to digitalization and technological boom in the modernized world, apprenticeship had taken a backseat. However, things are quickly changing as improved reforms are brought in by the government to re-popularize apprenticeship as a means to a career and an entryway to job markets of all sizes.

Under Optional Trade apprenticeship min 5th Pass to PG (any stream) candidates can be deployed in manufacturing as well as services sector establishments.

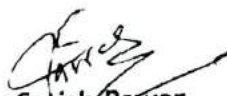
In this regards we want to conduct Awareness Webinar for our University all courses pursuing or pass out candidates.

For this awareness session we will collect data of interested candidates through google form & after awareness webinar we will coordinate with interested candidates for apprenticeship Training. We will conduct this through ZOOM, after your confirmation we will share zoom link.

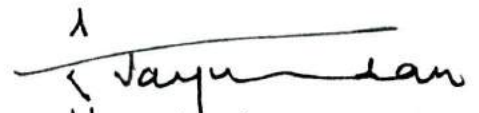
We may conduct this webinar region wise too.

Looking forward your support & guidance.

For Yuvashakti Foundation


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