

विषय क्र. अ^२-100/97/27

अंध विद्यार्थ्यांना शिक्षणक्रम शुल्क माफ करण्याबाबत :

राशवंतराव चव्हाण महाराष्ट्र मुक्त विद्यापीठामध्ये शिक्षण घेणाऱ्या अंध विद्यार्थ्यांना शिक्षणक्रम शुल्क माफ करण्याबाबत निर्णय घेणे.

ठराव क्र. अ^२-100/97/27

राशवंतराव चव्हाण महाराष्ट्र मुक्त विद्यापीठामध्ये शिक्षण घेणाऱ्या अंध विद्यार्थ्यांना शिक्षणक्रम शुल्क माफ करण्यास मान्यता देण्यात आली.

विषय क्र. अ^२-100/97/28

वित्त समिती सभा दिनांक 04 मार्च 1997 रोजीच्या सभेचे कार्यवृत्त व शिफारसी :

दिनांक 04 मार्च 1997 रोजी झालेल्या वित्त समितीच्या सभेत घेतलेल्या निर्णयांची/कार्यवृत्ताची नोंद घेणे व वित्त समितीने केलेल्या खालील शिफारसींना मंजूरी देणेबाबत विचार करणे.

ठराव क्र. अ^२-100/97/28

दिनांक 04 मार्च 1997 रोजी झालेल्या वित्त समितीच्या सभेत घेतलेल्या निर्णयांची/कार्यवृत्ताची नोंद घेण्यात आली व वित्त समितीने केलेल्या खालील शिफारसीबाबत त्याखाली लिहिल्याप्रमाणे निर्णय घेण्यात आले.

शिफारसी :

झी-300/96-97/24

ग्रंथनिर्मिती केंद्राच्या अंदाजपत्रकात बदल (Reappropriation) करणेबाबत :

ग्रंथनिर्मिती केंद्राच्या 1996-97 या आर्थिक वर्षाच्या अंदाजपत्रकातील "Consumable" या लेखाशिर्षकातून रु.48,000/- विद्यार्थी सेवा विभागाच्या अंदाजपत्रकात Consumable या नविन लेखाशिर्षकाची निर्मिती करून वर्ग करण्यास मा. कुलगुरूंनी दिलेल्या मान्यतेस कार्यान्तर मान्यता देण्याबाबत व्यवस्थापन मंडळाला शिफारस करावी असे ठरले.

ठराव क्र. अ^२-100/97/28 (झी-300/96-97/24)

वित्त समितीच्या वरील शिफारसीला मान्यता देण्यात आली.

(सोबत सहपत्र पृष्ठ क्र. मुवि-1997-सप-88 ते 90 वर प्रसूत करण्यात आले होते.)

कार्यवाही
आस्थापना कक्ष

विषय क्र.ए-१००/१३/५८

विद्यार्थी कल्याण व बहिःशाल केंद्राचे खालील विषय व्यवस्थापन मंडळाच्या मान्यतेस्तव सादर

५८.१ दरवर्षी खेळाडू व कलावंत विद्यार्थ्यांना विद्यापीठात प्रवेश घेताना शिक्षणक्रम शुल्कात सूट/सवलत मिळणेबाबत

(टिपणी - यशवंतराव चव्हाण महाराष्ट्र मुक्त विद्यापीठातर्फे दरवर्षी खेळाडू व कलावंत विद्यार्थ्यांना विद्यापीठात प्रवेश घेताना खालीलप्रमाणे शिक्षणक्रम शुल्कात सूट/सवलत मिळणेबाबत

क्र.	स्पर्धेचा स्तर	सूट/सवलत
१.	राष्ट्रीय पातळीवर प्रतिनिधीत्व केलेला विद्यार्थी (सहभागी)	१००%
२.	अखिल भारतीय आंतरविद्यापीठीय पातळीवर प्रतिनिधीत्व केलेला विद्यार्थी	९०%
३.	अश्वमेध किंवा इंद्रधनुष्य महोत्सवात य.च.म.मु.विद्यापीठातर्फे सहभाग	९०%

४. राज्य पातळीवर अश्वमेध किंवा इंद्रधनुष्य यापूर्वी इतर विद्यापीठांकडून सहभाग ७५%

ही सवलत व्यावसायिक (Professional) तसेच संशोधनाभिमुख (Research Oriented) शिक्षणक्रमांना लागू राहणार नाही तसेच खेळाडू विद्यार्थ्यांना प्रवेश देताना निर्धारित वयोमर्यादा २८ वर्ष कलावंत विद्यार्थ्यांना २५ वर्षे पडताळून घ्याण्यात येईल.)

ठराव क्र.ए-१००/१३/५८.१

सर्वानुमते प्रस्तावास मान्यता देण्यात आली.

५८.२ विद्यापीठातर्फे दिल्या जाणाऱ्या विविध पुरस्कारांच्या निवड समिती सदस्यांना द्यावयाच्या मानधन वाढीव रकमेबाबत

(टिपणी - विद्यापीठातर्फे दरवर्षी विविध पुरस्कार दिले जातात. सदर पुरस्कारांच्या निवड प्रक्रियेबाबत २००३ साली मार्गदर्शिका प्रकाशित करण्यात आली आहे. सदर मार्गदर्शिकेत पुरस्कार निवड समिती सदस्यांना रु.५००/- मानधन देणेबाबत सूचीत करण्यात आलेले होते. पुरस्कार निवड समितीतील सदस्य त्या त्या क्षेत्रातील मान्यवर, अभ्यासक, व्यासंगी असतात तसेच ते त्यांच्या नीत्य कामात अतिशय व्यस्त असतात. रु.५००/- मानधनाची सूचना दहा वर्षांपूर्वीची आहे. समिती सदस्यांच्या ज्ञानाचा, अनुभवाचा, वेळेचा आदर राखला जावा म्हणून त्यांना सध्या प्रतीदिन रु.१०००/- मानधन मा.कुलगुरुंची मंजूरी घेऊन वेळोवेळी दिले जाते तरी नव्याने छाप्यावयाच्या मार्गदर्शिकेत कृपया पुरस्कार निवड समिती सदस्य मानधन रक्कम रु.५००/- ऐवजी रु.१०००/- छापण्यास मंजूरी मिळण्यासाठी सदर प्रस्ताव सादर.) (सहपत्र ५९४ ते ५९५)

ठराव क्र.ए-१००/१३/५८.२

सर्वानुमते प्रस्तावास मान्यता देण्यात आली.

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE
HUNDRED RUPEES



सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

राष्ट्र MAHARASHTRA

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10 JUL 2017

अ. नं. 8527 दि. 1000 पैकी रु. 4.47

श्री. श्रीमती / सौ. कुलरुचिव यशवंतराव चव्हाण महा. मुक्त विद्यापीठ

पत्ता गंगापूर उमरगाव ना. जि. नाशिक

हस्त शरद माकली शायन

सहस्र



श्री. स. ए. अमृतकर
स्टॅम्प वेंडर, 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

Registrar



Yashwantrao Chavan Maharashtra Open University, Nasik-422 002

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.

P. S. Wankar
P. S. Wankar, Director
Open University, Nashik

V. S. N. S.



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.

Regd. Office
Keshavnagar
Keshavnagar, Chavan Maharashtra
Osmi University, Keshavnagar



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

Registrar

Yashwantrao Chavan Maharashtra
Open University, Pashan-422 222

Authorized Signatory

1.

(Witness)

2.

(Witness)

For and on behalf of

Maharashtra Prison Department

V. M. M. M.

Authorized Signatory

1.

(Witness)

2.

(Witness)





Vice Chancellor <vc.ymou@gmail.com>

YASH VIDYA

1 message

K Narayanan <knarayanan.178x@gov.in>
To: Vice Chancellor YCMOU <vc.ymou@gmail.com>
Cc: Sugandha Gupta <sugandha.gt@gmail.com>

11 December 2017 at 12:57

Dear Sir,

We have received a document from your University containing implementation details of the B.A. Army program. After a perusal of the same, I would like to highlight the following issues:

1. Fee Structure

The document states that the University revised its fee structure in 2015-16 after the previous MoU was signed in 2011. However, these changes were neither mentioned in the MoU signed on 21 September 2017, nor highlighted in any manner at any stage until the fresh MoU was signed.

The fee structure agreed to in the fresh MoU has been disseminated and the Army Chief has also been briefed on the same.

As such, a change in the fee structure at this stage is not feasible and would hinder the smooth implementation of the MoU. Such a change may be made from the next academic year, after the initial implementation has been accomplished.

2. Frequency of Examination

The MoU clearly mentions that at the First Year and Second Year of the degree program, no separate examinations will be held. The courses for the same would be covered in the examination for the Third Year.

The B.A. Army program received from your University does not state this explicitly. However, our Project Officer was informed during her visit to the University that examination would be held on an annual basis.

You are requested to clarify the same.

3. Deadline for Admission Forms

The tentative deadline for downloading/filling of admission forms is 30 December 2017 and that for submission of the same is 15 January 2018.

Since the process of achieving clarity on the terms of implementation is likely to take some time, student registration may be deferred to the next academic year.

4. Program Structure and inclusion of BMT

Since the program structure for the First Year as provided by you already contains components of Basic Military Training, a status quo may be maintained.

Kindly clarify the above issues at the earliest. Looking forward to your continued interaction.

Regards and best wishes,

Brig Narayanan
DDG PS (A)

Prof. Palshikar

Hon. V.C.

मानव्यविद्या व सा. शास्त्रे विद्या शाला
क्र. 610
दिनांक- 11/12/17

11/12/2017

vc/5743

प्रति - संचालक, मानव्यविद्या व सामाजिक शास्त्रे विद्याशाला



महाराष्ट्र MAHARASHTRA

2017

RV 021525

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

श्री. / श्रीमती / सौ.

कुलसचिव

पति

यशवंतराव चव्हाण महाराष्ट्र

हस्तक्षेपित मुक्त विद्यापीठ, नाशिक-422 222

सह तारुणकर



श्री. सं. स. अमृतकर

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

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

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

Object of this MOU

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

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

Broad Memorandum of Understanding

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

Definition

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

- Designing a curriculum for the programmes, giving due credit to the in-house training programmes conducted by the Army.
- Detailing the content of the programmes and specifying the expected learning outcomes.
- 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 [blank]) 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 fires, accidents, strikes, sabotages, explosions, or other similar or different categories beyond the reasonable control of the respective parties to this Agreement.



13. Notices

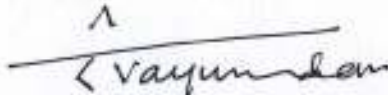
Any notice, approval, consent and or other notification required or permitted to be given hereunder shall be in writing in English and shall be personally delivered or transmitted by registered post with postage fully paid or transmitted by fax to the address specified below or to such other addresses 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



(Prof. E. Vayunandan)

Vice Chancellor

YCMOU




Witness

1. 

(Dr. Dinesh Bhonde)

Registrar
Yashwantrao Chavan Maharashtra
Open University, Nashik-422 222

YCMOU
Services)

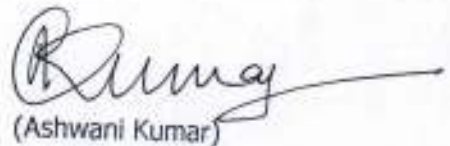
2. 

(Dr. Prakash Atkare)

Director
Student Services Division
YCMOU

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

On behalf of the Indian Army



(Ashwani Kumar)

Lieutenant General

Adjutant General

Integrated Headquarters of

Ministry of Defence (Army)



Witness

1. 

(Gopal R.)

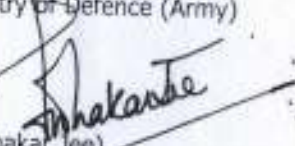
(R. Gopal)

Lieutenant General

AG's Branch
(Manpower, Planning & Personnel)
IHQ of MoD (Army)
New Delhi-110014

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

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VY 117293

एधान मुद्रांक कार्यालय, मुं
प.न.दि.क. ८००००२
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.

WHEREAS

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, library 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, field 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 library 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, Dnyanganga Gharoghari ("ज्ञानगंगा घोषरी").
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.

2. I DEFINITIONS

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 or 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.

4. JOINT RESPONSIBILITIES OF YCMOU AND NAB

It is hereby agreed under the purview of this MOU

- It's a joint effort by NAB India & YCMOU to produce well-trained, knowledgeable and aware Visually impaired Youth for Diploma Program in Perfumery
- There will be a core committee to ensure the smooth working of the programmes.
- Joint efforts shall be made to develop various specialised educational programmes and other activities for promotion of training in Diploma Program in Perfumery.
- A joint consultative committee will be formed that will meet at the end of every academic year ; a review of the activities and achievements will be taken with a view to improve the system for the next academic year and making the required policy level amendments, if necessary.

5. VALIDITY

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

6. TERMINATION

Notwithstanding any other provision herein, if any of the parties fails or, refuses to perform the responsibilities outlined in this MoU, this MoU shall be terminated on its part and without prejudice, injustice to the learners with pre-notice of three months.

7. NON-TRANSFERABILITY OF ASSIGNMENT

The MoU involves direct participation of representatives of both the Parties and neither shall assign the benefits thereof or delegate any responsibilities stated herein to any other person or body.

8. AGREEMENT

This MoU supersedes any arrangements, understandings, existing between the Parties hereto prior to or simultaneously with this MoU whether written, oral or implies and constitutes the entire understanding between them.

9. AMENDMENT

Except as otherwise provided under the MoU, no amendment hereof whether by addition or deletion or otherwise, shall be effective unless it is in writing and signed by both the Parties hereof.

10. REVIEW

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

11. ARBITRATION

Any disputes or differences arising out of or in connection with this MoU shall be resolved by mutual negotiations by and between the Vice-Chancellor, YCMOU & The Director, NAB India or on their behalf their designated representatives and their joint decisions shall be binding on all the concerned. If one of the Parties disputes about the decision, the same dispute shall be referred for arbitration in accordance with the provision of the Arbitration and Conciliation Act. The Arbitrator shall be appointed by the consent of both the Parties. The decision of Arbitrator shall be binding on both the Parties and the expenses of arbitration shall be shared equally.

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

12. SEVERABILITY

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

13. LAW

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

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

<p>For and on behalf of Yashwantrao Chavan Maharashtra Open University</p> <p> (Dr. Dinesh Bhande) 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. Miss. Nishigandha Patil  27.12.19</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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