

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

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. श्रीमती विनोद अमृतकर ऑफ टेक्नॉलॉजी & मैनेजमेंट 18 JUN 2018

पत्ता 601, पाराडिस टॉवर, गोखले रोड ठाणे

वस्तु विनोद अमृतकर

सद

TREASURY OFFICE NASHIK
STPHC ATO

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

Agreement

This Agreement is signed on 03rd 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:-

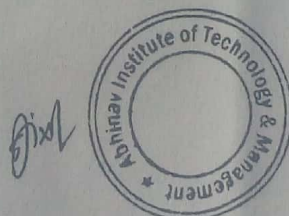
1. SHORT TITLE

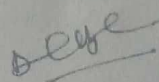
Develop and delivery of following 3 skill diploma programmes (1) Diploma in Essential Skills (2) Diploma in Business Skills (3) Diploma in Industrial Skills suiting the needs of the industrial or business sector through implementation under Learn & Earn scheme.

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.




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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



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Registrar

Yashwantrao Chavan Maharashtra
Open University, Nashik-422 222

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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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.

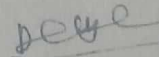
12. REVIEW

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.




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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: