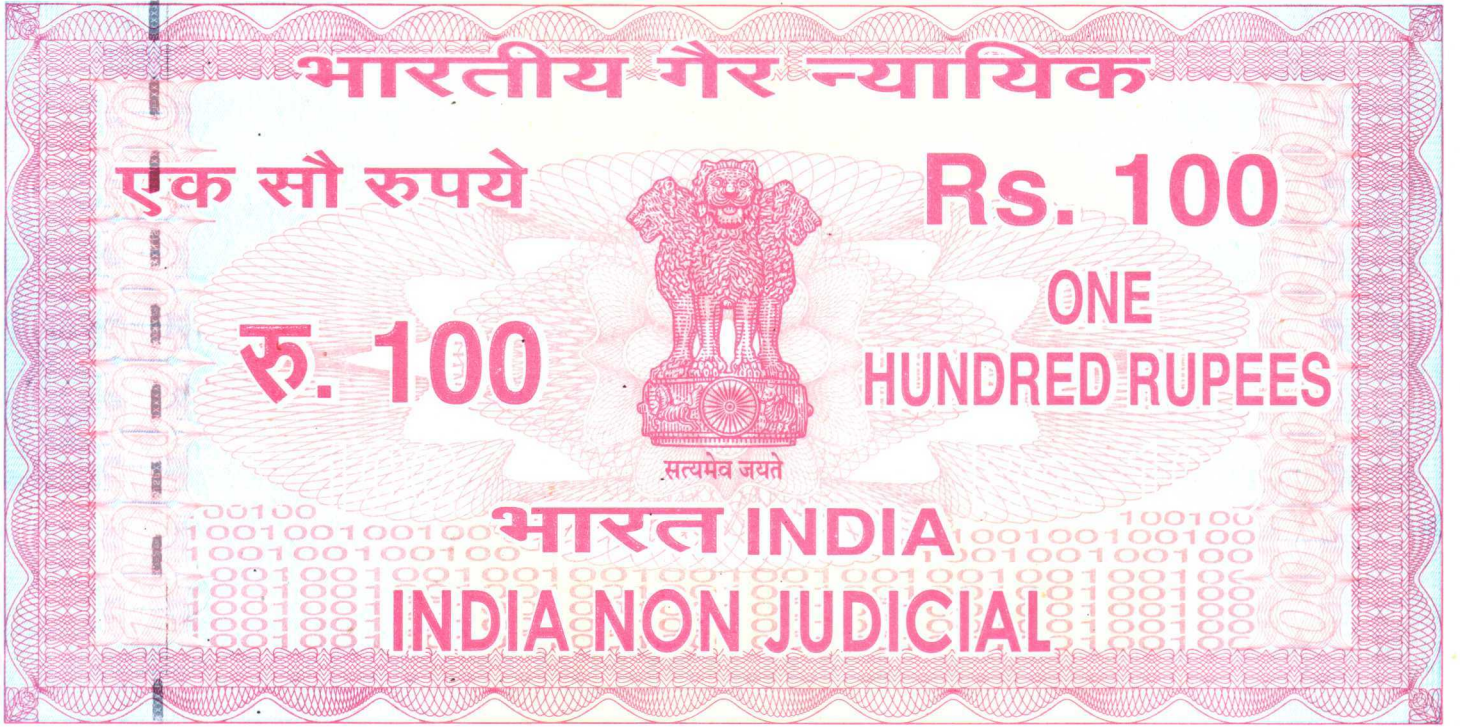


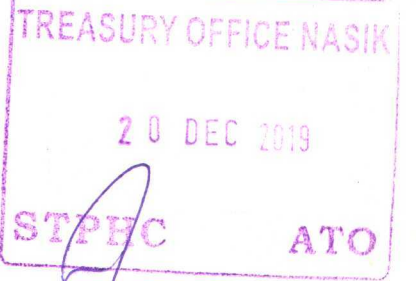
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महाराष्ट्र MAHARASHTRA

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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	अॅडव्होटेज नाशिक कॉन्डिशन मोठकठी नगर मुंबई गाका नाशिक
दुसऱ्या पक्षकाराचे नाव	व्हाय.पी. एम नाशिक
हस्ते असल्यास त्याचा नाव व पत्ता	मयूर लागुल पंचवटी नाशिक
मुद्रांक शुल्क रक्कम	१००१ (२००१)
मुद्रांक विक्री नोंद वही क्रमांक व दिनांक	२४२०६ - - - २६१९२१९६
मुद्रांक विकत घेणाराची सही	
परवानाधारक मुद्रांक विक्रेत्याची सही व परवाना क्रमांक तसेच मुद्रांक विक्रीचे ठिकाण/पत्ता	संजय मुरलीधर गांगुर्डे मुद्रांक विक्रेता (परवाना क्र. ८३/२००१) गुरुकृपा, शिवाजी रोड, सीबीएस, नाशिक

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.

<p>For and on behalf of Yashwantrao Chavan Maharashtra Open University</p> <p><i>Dr. Dinesh Patil</i> 27/12</p> <p>(Dr. Dinesh Patil) 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>Dr. Prakash A. Patil</i></p> <p>2. <i>Miss. Nishigandha Patil</i> <i>Patil</i> 27.12.19</p>	<p>For and on behalf of Advantage Nashik Foundation</p> <p><i>A.N. W.</i></p> <p>(Mr. Abhay 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</i> S R KARODE</p>
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