



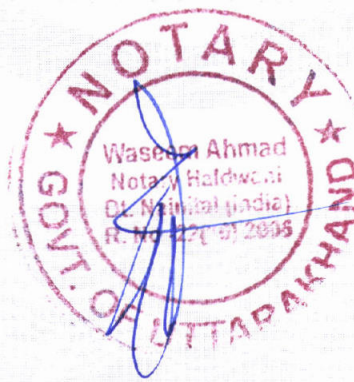
Government of Uttarakhand

Sunil Kumar Pant
Licence No - 3124
and Shree Sunder
Rajesh Maheshwari

AND OPEN UNIVERSITY

e-Stamp

Certificate No.	: IN-UK16028683431155W
Certificate Issued Date	: 12-Apr-2024 12:20 PM
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Unique Doc. Reference	: SUBIN-UKUK125610438816544460280W
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Consideration Price (Rs.)	: 0 (Zero)
First Party	: REGISTRAR UTTARAKHAND OPEN UNIVERSITY HALDWANI
Second Party	: NA
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Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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Registrar
Uttarakhand Open University
Haldwani (Nainital)

REGISTRAR
Dr. B. R. AMBEDKAR OPEN UNIVERSITY
JUBILEE HILLS, HYDERABAD-500 033.

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority

REGISTRAR UTTARAKHAND OPEN UNIVERSITY HALDWANI REGISTRAR UTTARAKHAND OPEN UNIVERSITY HALD,



MEMORANDUM OF UNDERSTANDING
For Academic Collaboration

BETWEEN

UTTARAKHAND OPEN UNIVERSITY
UTTARAKHAND
AND

DR. B. R. AMBEDKAR OPEN UNIVERSITY
HYDERABAD-500033

Registrar
Uttarakhand Open University
Haldwani (Nainital)

REGISTRAR
Dr. B. R. AMBEDKAR OPEN UNIVERSITY
JUBILEE HILLS, HYDERABAD-500 033.

This memorandum of Understanding (MoU) is made on the _____ day of _____, 2024



BETWEEN

Uttarakhand Open University, established by the Government of Uttarakhand in 2005 located at Behind Transport Nagar, Vishwavidyalaya Marg, Haldwani (Nainital), Uttarakhand through its Registrar, hereinafter referred to as "UOU" (which term shall so far as the context admits be deemed to mean and include its successors and assignees), as the party of the first part;

AND

Dr. B.R. Ambedkar Open University was set up on 26th August 1982 through an Act of the A.P. State Legislature (APOU Act 1982), located at Prof G Ram Reddy Marg, Road No:46, Jubilee Hills, Hyderabad-500033, Telangana State, India, through its Registrar, hereinafter referred to as "BRAOU", as the party of the second part;

PREAMBLE

WHEREAS both the Universities are established by state legislature having jurisdiction over the respective state boundaries have the mandate to cater to the education aspiration of the people of respective states.

AND WHEREAS both the Universities have developed high quality Self Learning Materials, Videos including e-text at the Postgraduate, Undergraduate, Diploma and Certificate level following the UGC regulations issued from time to time.

AND THEREFORE, both the parties hereto, have decided for academic collaboration in sharing of resources generated for teaching learning activities including e-resources and video tutorials for natural benefit of the learners as per the following mutually agreed guidelines:

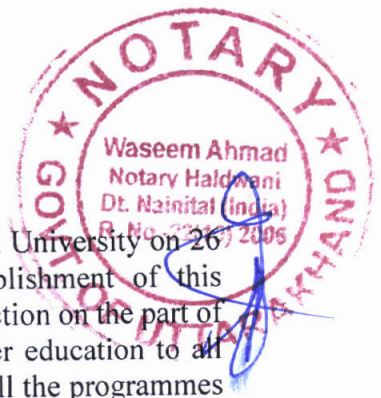
1. Description of both institutions:

Uttarakhand Open University (UOU) has been established by the Uttarakhand State Legislature (Act No. 23 of 2005) on 31.10.2005 with the aim of disseminating knowledge and skills through distance learning, using the flexible and innovative methods of education to ensure 'Independent Learning'. The Act aims at introduction and promotion of Open University and Distance Education Systems in the Educational Pattern of the State of Uttarakhand. Its mission are to make positive contribution to increase the Gross Enrolment Ratio (GER) in higher education; create a state-wide network of Skill Development Centers and Study Centers to reach out to all parts of the state and all segments of the society; create University-Industry interface in Skill-based education; and reach the unreached people residing in rural, remote and inaccessible regions of the State.

The University, initially known as Andhra Pradesh Open University, was set up on 26th August 1982 through an Act of the A.P. State Legislature (APOU Act 1982).


Registrar
Uttarakhand Open University
Haldwani (Nainital)


REGISTRAR
Dr. B. R. AMBEDKAR OPEN UNIVERSITY
JUBILEE HILLS, HYDERABAD-500 033.



Subsequently, the University was renamed as Dr. B.R.Ambedkar Open University on 26 October, 1991 by the Government of Andhra Pradesh. The establishment of this University, the first of its kind in India, heralded an era of affirmative action on the part of the Government of Andhra Pradesh to provide opportunities of higher education to all sections of society to meet the changing individual and social needs. All the programmes offered by the University are recognised by the University Grants Commission, New Delhi. The motto of the University is "EDUCATION FOR ALL". The new experiment in distance education led to the opening of the portals of higher education to a variety of potential students like housewives, farmers, skilled and unskilled labour, Jawans, Policemen, etc., who would otherwise not be able to acquire new skills and higher qualifications. The University is providing services to the student community through a wide network of 213 study centres spread across both Telangana & Andhra Pradesh States, including 23 regional co-ordination centres and 14 number of centres excluding for women students.

2. Objective:

The ultimate objective of the joint collaboration is to enhance relations between the two Universities and to develop academic and cultural interchange in the areas of education, research and other activities, agree to cooperate and work together towards the growth & development of higher education in the States.

To enhance relations between the two Universities and to develop academic and cultural interchange in the areas of education, research and other activities, agree to cooperate and work together towards the growth & development of higher education and Open and Distance learning System.

3. Areas of collaboration :

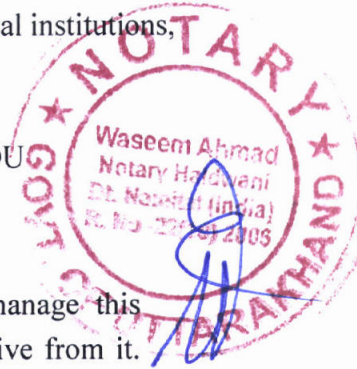
The parties will promote and cooperate in:

- i. Academic Exchange in the broad areas of mutual interest and related disciplines focusing blended and digital learning process.
- ii. R&D collaborations in the academic and ODL areas.
- iii. Assisting each other for the organization and / or participation in national and international symposia, conferences, specialized exhibitions and similar events taking place in the respective places.
- iv. Joint collaboration for promotion of OER and MOOCs
- v. Sharing technology for effective e-learning, m-learning and online student support services including evaluation of student's performance.
- vi. Sharing of self-learning materials, audio and video programmes, particularly e-learning resources, effective from the ' date of signing, which may be extended by mutual consultation and agreement.


Registrar
Uttarakhand Open University
Haldwani (Nainital)


REGISTRAR
Dr. B. R. AMBEDKAR OPEN UNIVERSITY
JUBILEE HILLS, HYDERABAD-500 033.

- vii. Sharing of best practices in the field of programme design, development and deliver.
- viii. Promotion of Skill Development Programmes to boost employment opportunities for our learners, particularly the under-privileged groups
- ix. Joint collaboration for Faculty Development Programme that will include classroom seminars and site visits which may include trips to Learner Support Centers, Regional Centers, historical places, museums, educational institutions, Non-Governmental Organizations (NGOs), villages, etc.
- x. Adoption and Adaption of Academic Programmes.
- xi. All other relevant activities of mutual interest to UOU and BRAOU



4. Administration:


- 4.1 The Authorized signatories of both UOU and BRAOU shall manage this Memorandum of Understanding (MoU) and all endeavors that derive from it. They (or their designated representatives) will be responsible for developing and carrying out a joint plan and submissions regular reports on the implementation of this MoU. Any activity proposed that does not fit into the general terms of this MoU will be formally incorporated as an addendum to the implementation plan to this MoU, provided the addendum of implementation plan is agreed to and signed by both parties.
- 4.2 For the purpose of facilitating the day-to-day implementation of this MoU, UOU and BRAOU agree to have regular communication and correspondence.
- 4.3 This MoU shall be effective and shall come into force upon signature of the authorized signatories of both the parties. It shall be subject to revision by written agreement between the two parties.
- 4.4 All the parties shall keep the respective communities informed of this MoU to draw benefits from it and to contribute towards its implementation in spirit and substance.

5. Co-ordination and Review:

UOU and BRAOU shall hereby appoint "Coordinators" in their respective Universities who shall be responsible for coordinating all communication and directions for the implementation and execution of the MoU.

6. Effective Date and Duration:

The MoU shall take effect from the date of execution hereof and shall remain valid for Five (05) years. The MoU unless extended by mutual written agreement of the parties shall expire five years after the date specified above. Either party shall have the right to unilaterally terminate this MoU upon 90 (ninety) days with prior written notice to the other party.


Registrar
Uttarakhand Open University,
Haldwani (Nainital)


REGISTRAR
Dr. B. R. AMBEDKAR OPEN UNIVERSITY
JUBILEE HILLS, HYDERABAD-500 033.



7. Financial Provisions:

Sharing of expenditure shall be determined by the parties on a project-by-project basis and will be incorporated by reference as an addendum to this MoU or additional implementation plans.

8. Termination / Amendment / Breakdown of MoU :

8.1 Either party may terminate this MoU by written notification signed by the appropriate authority of the institution initiating the notice. However, the other party must receive such notification at least six months prior to the effective date of termination.

8.2 In the event of disagreement on any of the terms and conditions of this MoU, the expenditure incurred by the parties would remain on 'As is Where is condition'. This would be decided on a project-by-project basis.

8.3 In case of termination of agreement it shall be binding on both the parties to protect the interest of the students already enrolled in the programme. The students taking courses as part of an exchange at the partner institution should be allowed to continue till they complete the semester/programme or till the students complete the permissible duration of the programme whichever is earlier.

9. Confidentiality & ownership

The parties shall ensure that no information/ document received from each other are made public without the formal approval of the partner.

10. Liability


The UOU shall not be held liable for any loss, damage, expense or any other liability caused on the part of BRAOU in connection with the services rendered under this MoU and Vice-versa.

11. Force Majeure

Neither of the parties hereto shall be liable for non-performance or delay in performance for causes due to force majeure. For the purpose of this MoU, force majeure is defined as cause beyond the control of the party affected including natural calamities, acts of terrorism, war and civil commotion etc.

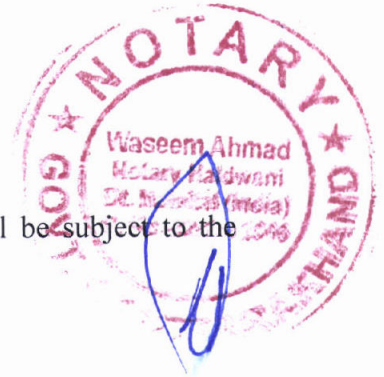
12. Dispute Redressal Mechanism

Any dispute arising out of this agreement shall be resolved through mutual consultation between both parties. In case of failure to resolve the dispute, all disputes, differences,


Registrar
Uttarakhand Open University
Haldwani (Nainital)


REGISTRAR
Dr. B. R. AMBEDKAR OPEN UNIVERSITY
JUBILEE HILLS, HYDERABAD-500 033.

claims and demands arising under or pursuant to this MOU shall be subject to the jurisdiction of Courts/Forums of Nainital.



13. Undertaking by UOU and BRAOU:

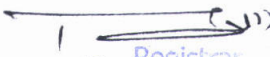
13.1 The parties hereto undertake to work closely and cooperate in the implementation of this MoU and to endeavor to resolve disputes arising between them in relation to this MoU by amicable means. Should this not be possible because of irreconcilable differences, this MoU may be terminated by mutual consent of the two parties.

13.2 The parties to this MoU or their authorized representatives acknowledge having read and understood the MoU and agree to remain bound by its terms and conditions.

14. Intellectual Property Rights:

Intellectual Property developed by the joint efforts would be the joint property of the Parties. Any financial benefits or otherwise arising thereon would be shared proportionately by the parties in consonance with the efforts / inputs given by them.

The undersigned, being duly authorized thereto, have signed this Memorandum of Understanding in two original copies in English at the place and on the date indicated below:

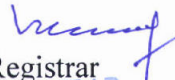

Registrar
Uttarakhand Open University
(UOU), Haldwani

Witness 1:




Witness 2:

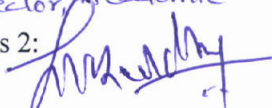


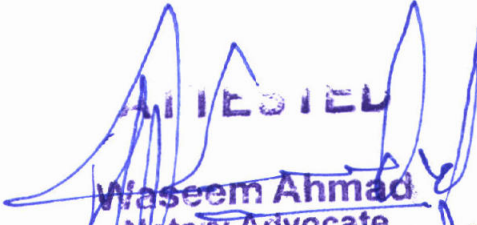

Registrar
Dr. B.R. Ambedkar Open University
(BRAOU), Hyderabad

Witness 1:


(G. PUSHPA CHAKRAPANI)
Director, Academic

Witness 2:


(L. VIJAYA KRISHNA REDDY)
Director, L.S.B.


Waseem Ahmad
Notary Advocate
HALDWANI (Nainital)
(U.K.) India



MEMORANDUM OF UNDERSTANDING
For Academic Collaboration

BETWEEN

NETAJI SUBHAS OPEN UNIVERSITY
WEST BENGAL

AND

UTTARAKHAND OPEN UNIVERSITY
UTTARAKHAND

Registrar
Uttarakhand Open University
Haldwani (Nainital)

Page 1 of 6

Registrar
(Add'l Charge)
Netaji Subhas Open University

This memorandum of Understanding (MoU) is made on the 07 day of December, 2023

BETWEEN

Netaji Subhas Open University (NSOU) was established by established in 1997 by W.B. Act (XIX) 1997 of West Bengal State Legislative Assembly with the aim of disseminating knowledge and skills through distance learning, to build up the quality human resource base of the State and, along with other Open Universities of the country, and moves towards the improvement of the quality of open distance education. referred to (which term shall so far as the context admits be deemed to mean and include its successors and assignees), as the party of the Second part;

AND

Uttarakhand Open University, established by the Government of Uttarakhand in 2005 located at Behind Transport Nagar, Vishwavidyalaya Marg, Haldwani (Nainital), Uttarakhand through its Registrar, hereinafter referred to as "UOU" (which term shall so far as the context admits be deemed to mean and include its successors and assignees), as the party of the first part;

PREAMBLE

WHEREAS both the Universities are established by state legislature having jurisdiction over the respective state boundaries have the mandate to cater to the education aspiration of the people of respective states.

AND WHEREAS both the Universities have developed high quality Self Learning Materials, Videos including e-text at the Postgraduate, Undergraduate, Diploma and Certificate level following the UGC regulations issued from time to time.

AND THEREFORE, both the parties hereto, have decided for academic collaboration in sharing of resources generated for teaching learning activities including e-resources and video tutorials for natural benefit of the learners as per the following mutually agreed guidelines:

1. Description of both institutions:

Netaji Subhas Open University (NSOU) is the premier State Open University accredited by NAAC with 'A' Grade in the 1st cycle. It was established in 1997 by W.B. Act (XIX) 1997 of West Bengal State Legislative Assembly. It is the fifth Open University in the country. The jurisdiction of this university, is over the entire State of West Bengal. The NSOU has been recognized under section 12 (f) of the University Grants Commission Act, 1956. Its vision is to build up the quality human resource base of the State and, along with other Open Universities of the country, and moves towards the improvement of the quality of open distance education. It also intends to promote and develop appropriate ambience to develop an international standard distance education scenario in our country, keeping in


Registrar
Uttarakhand Open University
Haldwani (Nainital)


Registrar
(Add'l Charge)
Netaji Subhas Open University

view of the demands for education of the learners in tune with the requirements of the twenty-first century.

Uttarakhand Open University (UOU) has been established by the Uttarakhand State Legislature (Act No. 23 of 2005) on 31.10.2005 with the aim of disseminating knowledge and skills through distance learning, using the flexible and innovative methods of education to ensure 'Independent Learning'. The Act aims at introduction and promotion of Open University and Distance Education Systems in the Educational Pattern of the State of Uttarakhand. Its mission are to make positive contribution to increase the Gross Enrolment Ratio (GER) in higher education; create a state-wide network of Skill Development Centers and Study Centers to reach out to all parts of the state and all segments of the society; create University-Industry interface in Skill-based education; and reach the unreached people residing in rural, remote and inaccessible regions of the State.

2. Objective:

The ultimate objective of the joint collaboration is to enhance relations between the two Universities and to develop academic and cultural interchange in the areas of education, research and other activities, agree to cooperate and work together towards the growth & development of higher education in the States.

To enhance relations between the two Universities and to develop academic and cultural interchange in the areas of education, research and other activities, agree to cooperate and work together towards the growth & development of higher education and Open and Distance learning System.

3. Areas of collaboration :

The parties will promote and cooperate in:

- i. Academic Exchange in the broad areas of mutual interest and related disciplines focusing blended and digital learning process.
- ii. R&D collaborations in the academic and ODL areas.
- iii. Assisting each other for the organization and / or participation in national and international symposia, conferences, specialized exhibitions and similar events taking place in the respective places.
- iv. Joint collaboration for promotion of OER and MOOCs
- v. Sharing technology for effective e-learning, m-learning and online student support services including evaluation of student's performance.
- vi. Sharing of self-learning materials, audio and video programmes, particularly e-learning resources, effective from the ' date of signing, which may be extended by mutual consultation and agreement.

- vii. Sharing of best practices in the field of programme design, development and deliver.
- viii. Promotion of Skill Development Programmes to boost employment opportunities for our learners, particularly the under-privileged groups
- ix. Joint collaboration for Faculty Development Programme that will include classroom seminars and site visits which may include trips to Learner Support Centers, Regional Centers, historical places, museums, educational institutions, Non-Governmental Organizations (NGOs), villages, etc.
- x. Adoption and Adaption of Academic Programmes.
- xi. All other relevant activities of mutual interest to Netaji Subhas Open University and Uttarakhand Open University.


4. Administration:


- 4.1 The Authorized signatories of both NSOU and UOU shall manage this Memorandum of Understanding (MoU) and all endeavors that derive from it. They (or their designated representatives) will be responsible for developing and carrying out a joint plan and submissions regular reports on the implementation of this MoU. Any activity proposed that does not fit into the general terms of this MoU will be formally incorporated as an addendum to the implementation plan to this MoU, provided the addendum of implementation plan is agreed to and signed by both parties.
- 4.2 For the purpose of facilitating the day-to-day implementation of this MoU, NSOU and UOU agree to have regular communication and correspondence.
- 4.3 This MoU shall be effective and shall come into force upon signature of the authorized signatories of both the parties. It shall be subject to revision by written agreement between the two parties.
- 4.4 All the parties shall keep the respective communities informed of this MoU to draw benefits from it and to contribute towards its implementation in spirit and substance.

5. Co-ordination and Review:

NSOU and UOU shall hereby appoint "Coordinators" in their respective Universities who shall be responsible for coordinating all communication and directions for the implementation and execution of the MoU.

6. Effective Date and Duration:


Registrar
Uttarakhand Open University
Haldwani (Nainital)


Registrar
(Add'l Charge)
Netaji Subhas Open University

The MoU shall take effect from the date of execution hereof and shall remain valid for Five (05) years. The MoU unless extended by mutual written agreement of the parties shall expire five years after the date specified above. Either party shall have the right to unilaterally terminate this MoU upon 90 (ninety) days with prior written notice to the other party.

7. Financial Provisions:

Sharing of expenditure shall be determined by the parties on a project-by-project basis and will be incorporated by reference as an addendum to this MoU or additional implementation plans.

8. Termination / Amendment / Breakdown of MoU :

8.1 Either party may terminate this MoU by written notification signed by the appropriate authority of the institution initiating the notice. However, the other party must receive such notification at least six months prior to the effective date of termination.

8.2 In the event of disagreement on any of the terms and conditions of this MoU, the expenditure incurred by the parties would remain on 'As is Where is condition'. This would be decided on a project-by-project basis.

8.3 In case of termination of agreement it shall be binding on both the parties to protect the interest of the students already enrolled in the programme. The students taking courses as part of an exchange at the partner institution should be allowed to continue till they complete the semester/programme or till the students complete the permissible duration of the programme whichever is earlier.

9. Confidentiality & ownership

The parties shall ensure that no information/ document received from each other are made public without the formal approval of the partner.

10. Liability

The NSOU shall not be held liable for any loss, damage, expense or any other liability caused on the part of UOU in connection with the services rendered under this MoU and Vice-versa.

11. Force Majeure


Registrar
Uttarakhand Open University
Haldwani (Nainital)


Registrar
(Add'l Charge)
Netaji Subhas Open University

Neither of the parties hereto shall be liable for non-performance or delay in performance for causes due to force majeure. For the purpose of this MoU, force majeure is defined as cause beyond the control of the party affected including natural calamities, acts of terrorism, war and civil commotion etc.

12. Dispute Redressal Mechanism

Any dispute arising out of this agreement shall be resolved through mutual consultation between both parties. In case of failure to resolve the dispute through negotiation third party arbitration shall be adopted on mutually agreed terms and conditions.

13. Undertaking by NSOU and UOU:

13.1 The parties hereto undertake to work closely and cooperate in the implementation of this MoU and to endeavor to resolve disputes arising between them in relation to this MoU by amicable means. Should this not be possible because of irreconcilable differences, this MoU may be terminated by mutual consent of the two parties.

13.2 The parties to this MoU or their authorized representatives acknowledge having read and understood the MoU and agree to remain bound by its terms and conditions.

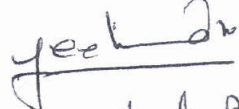
14. Intellectual Property Rights:

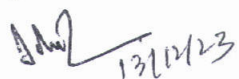
Intellectual Property developed by the joint efforts would be the joint property of the Parties. Any financial benefits or otherwise arising thereon would be shared proportionately by the parties in consonance with the efforts / inputs given by them.

The undersigned, being duly authorized thereto, have signed this Memorandum of Understanding in two original copies in English at the place and on the date indicated below:

Registrar
Uttarakhand Open University
(UOU), Haldwani

Registrar
Uttarakhand Open University
Haldwani (Nainital)

Witness 1: 
[Prof. Jeetendra Parida]

Witness 2: 
(Dr. Ashutosh Kumar Bhatt)

Registrar
Netaji Subhas Open University
(NSOU), Kolkata

Witness 1: 
PROSENJIT BHATTACHARYA

Witness 2: Gourab Barua
(GOURAB BARUA)

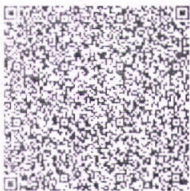


INDIA NON JUDICIAL
Government of Punjab

e-Stamp

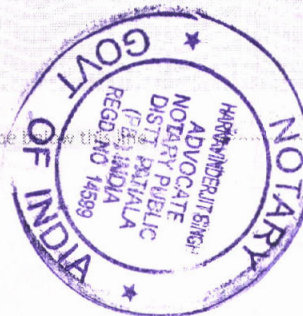
Certificate No. : IN-PB03329264082423W
Certificate Issued Date : 04-Apr-2024 04:10 PM
Certificate Issued By : pbsmarnu
Account Reference : NEWIMPACC (SV)/ pb7054304/ PATIALA/ PB-PT
Unique Doc. Reference : SUBIN-PBPB705430407399053450929W
Purchased by : HARPREET SINGH
Description of Document : Article 4 Affidavit
Property Description : Not Applicable
Area of Property : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : JGND PSOU PATIALA
Second Party : Not Applicable
Stamp Duty Paid By : JGND PSOU PATIALA
Stamp Duty Amount(Rs.) : 50
(Fifty only)
Social Infrastructure Cess(Rs.) : 0
(Zero)
Total Stamp Duty Amount(Rs.) : 50
(Fifty only)

Harpreet Singh



Yam
15-4-24

Registrar
Jagat Guru Nanak Dev
Punjab State Open University
Patiala



Registrar
Uttarakhand Open University
Haldwani (Nainital)

IE 0022865921

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at www.shieldstamp.com or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



MEMORANDUM OF UNDERSTANDING
For Academic Collaboration

BETWEEN



UTTARAKHAND OPEN UNIVERSITY

UTTARAKHAND

AND


JAGAT GURU NANAK DEV PUNJAB STATE OPEN UNIVERSITY

PUNJAB

Attested As Identified

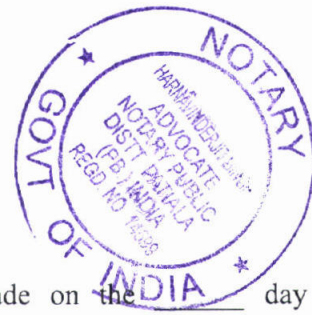
NOTARY PUBLIC
PATIALA INDIA

15 APR 2024


Registrar
Uttarakhand Open University
Haldwani (Nainital)

Page 1 of 6


Registrar
Jagat Guru Nanak Dev
Punjab State Open University
Patiala



This memorandum of Understanding (MoU) is made on the _____ day of _____, 2023

BETWEEN

Uttarakhand Open University, established by the Government of Uttarakhand in 2005 located at Behind Transport Nagar, Vishwavidyalaya Marg, Haldwani (Nainital), Uttarakhand through its Registrar, hereinafter referred to as "UOU" (which term shall so far as the context admits be deemed to mean and include its successors and assignees), as the party of the first part;

AND

Jagat Guru Nanak Dev Punjab State Open University (JGND PSOU), Patiala, established by the State Legislature Act No. 19 of 2019 located at C/28 Lower Mall, Patiala, Punjab, 147001, as the party of the Second part;

PREAMBLE

WHEREAS both the Universities are established by state legislature having jurisdiction over the respective state boundaries have the mandate to cater to the education aspiration of the people of respective states.

AND WHEREAS both the Universities have developed high quality Self Learning Materials, Videos including e-text at the Postgraduate, Undergraduate, Diploma and Certificate level following the UGC regulations issued from time to time.

AND THEREFORE, both the parties hereto, have decided for academic collaboration in sharing of resources generated for teaching learning activities including e-resources and video tutorials for natural benefit of the learners as per the following mutually agreed guidelines:

1. Description of both institutions:

Uttarakhand Open University (UOU) has been established by the Uttarakhand State Legislature (Act No. 23 of 2005) on 31.10.2005 with the aim of disseminating knowledge and skills through distance learning, using the flexible and innovative methods of education to ensure 'Independent Learning'. The Act aims at introduction and promotion of Open University and Distance Education Systems in the Educational Pattern of the State of Uttarakhand. Its mission are to make positive contribution to increase the Gross Enrolment Ratio (GER) in higher education; create a state-wide network of Skill Development Centers and Study Centers to reach out to all parts of the state and all segments of the society; create University-Industry interface in Skill-based education; and reach the unreached people residing in rural, remote and inaccessible regions of the State.

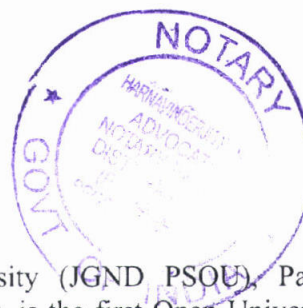
Registrar
Uttarakhand Open University
Haldwani (Nainital)

Attested As Identified

NOTARY PUBLIC
PATIALA INDIA

15 APR 2024

Registrar
Jagat Guru Nanak Dev
Punjab State Open University
Patiala



Jagat Guru Nanak Dev Punjab State Open University (JGND PSOU), Patiala, established by the State Legislature Act No. 19 of 2019, is the first Open University in the state of Punjab. The motto of the University is SEWA (skill enhancement, employability, wisdom, and accessibility). Jagat Guru Nanak Dev Punjab State Open University is guided by these core values in its pursuit of excellence and in fulfilling its mission to shape knowledgeable, skilled, and responsible individuals for the betterment of the nation and society at large, while ensuring accessibility and inclusivity in education.

2. Objective:

The ultimate objective of the joint collaboration is to enhance relations between the two Universities and to develop academic and cultural interchange in the areas of education, research and other activities, agree to cooperate and work together towards the growth & development of higher education in the States.

To enhance relations between the two Universities and to develop academic and cultural interchange in the areas of education, research and other activities, agree to cooperate and work together towards the growth & development of higher education and Open and Distance learning System.

3. Areas of collaboration :

The parties will promote and cooperate in:

- i. Academic Exchange in the broad areas of mutual interest and related disciplines focusing blended and digital learning process.
- ii. R&D collaborations in the academic and ODL areas.
- iii. Assisting each other for the organization and / or participation in national and international symposia, conferences, specialized exhibitions and similar events taking place in the respective places.
- iv. Joint collaboration for promotion of OER and MOOCs
- v. Sharing technology for effective e-learning, m-learning and online student support services including evaluation of student's performance.
- vi. Sharing of self-learning materials, audio and video programmes, particularly e-learning resources, effective from the ' date of signing, which may be extended by mutual consultation and agreement.
- vii. Sharing of best practices in the field of programme design, development and deliver.
- viii. Promotion of Skill Development Programmes to boost employment opportunities for our learners, particularly the under-privileged groups
- ix. Joint collaboration for Faculty Development Programme that will include classroom seminars and site visits which may include trips to Learner Support

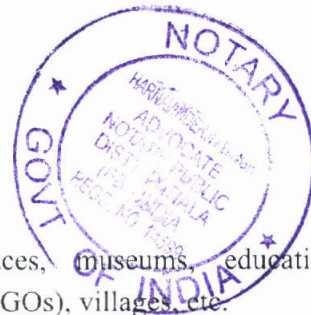
Registrar
Uttarakhand Open University
Haridwar (Uttarakhand)

Attested As Identified

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PATIALA INDIA

15 APR 2024

Registrar
Jagat Guru Nanak Dev
Punjab State Open University
Patiala



- Centers, Regional Centers, historical places, museums, educational institutions, Non-Governmental Organizations (NGOs), villages, etc.
- x. Adoption and Adaption of Academic Programmes.
 - xi. All other relevant activities of mutual interest to JGND PSOU and UOU.

4. Administration:

- 4.1 The Authorized signatories of both JGND PSOU and UOU shall manage this Memorandum of Understanding (MoU) and all endeavors that derive from it. They (or their designated representatives) will be responsible for developing and carrying out a joint plan and submissions regular reports on the implementation of this MoU. Any activity proposed that does not fit into the general terms of this MoU will be formally incorporated as an addendum to the implementation plan to this MoU, provided the addendum of implementation plan is agreed to and signed by both parties.
- 4.2 For the purpose of facilitating the day-to-day implementation of this MoU, JGND PSOU and UOU agree to have regular communication and correspondence.
- 4.3 This MoU shall be effective and shall come into force upon signature of the authorized signatories of both the parties. It shall be subject to revision by written agreement between the two parties.
- 4.4 All the parties shall keep the respective communities informed of this MoU to draw benefits from it and to contribute towards its implementation in spirit and substance.

5. Co-ordination and Review:

JGND PSOU and UOU shall hereby appoint "Coordinators" in their respective Universities who shall be responsible for coordinating all communication and directions for the implementation and execution of the MoU.

6. Effective Date and Duration:

The MoU shall take effect from the date of execution hereof and shall remain valid for Five (05) years. The MoU unless extended by mutual written agreement of the parties shall expire five years after the date specified above. Either party shall have the right to unilaterally terminate this MoU upon 90 (ninety) days with prior written notice to the other party.

Registrar
Uttarakhand Open University
Dehradun (Uttarakhand)

Attested As Identified
NOTARY PUBLIC
PATIALA INDIA

15 APR 2024

Registrar
Jagat Guru Nanak Dev
Punjab State Open University
Patiala



7. Financial Provisions:

Sharing of expenditure shall be determined by the parties on a project-by-project basis and will be incorporated by reference as an addendum to this MoU or additional implementation plans.

8. Termination / Amendment / Breakdown of MoU :

8.1 Either party may terminate this MoU by written notification signed by the appropriate authority of the institution initiating the notice. However, the other party must receive such notification at least six months prior to the effective date of termination.

8.2 In the event of disagreement on any of the terms and conditions of this MoU, the expenditure incurred by the parties would remain on 'As is Where is condition'. This would be decided on a project-by-project basis.

8.3 In case of termination of agreement it shall be binding on both the parties to protect the interest of the students already enrolled in the programme. The students taking courses as part of an exchange at the partner institution should be allowed to continue till they complete the semester/programme or till the students complete the permissible duration of the programme whichever is earlier.

9. Confidentiality & ownership

The parties shall ensure that no information/ document received from each other are made public without the formal approval of the partner.

10. Liability

The UOU shall not be held liable for any loss, damage, expense or any other liability caused on the part of JGND PSOU in connection with the services rendered under this MoU and Vice-versa.

11. Force Majeure

Neither of the parties hereto shall be liable for non-performance or delay in performance for causes due to force majeure. For the purpose of this MoU, force majeure is defined as cause beyond the control of the party affected including natural calamities, acts of terrorism, war and civil commotion etc.



12. Dispute Redressal Mechanism

Any dispute arising out of this agreement shall be resolved through mutual consultation between both parties. In case of failure to resolve the dispute, all disputes, differences, claims and demands arising under or pursuant to this MOU shall be subject to the jurisdiction of Courts/Forums of Patiala.

13. Undertaking by JGND PSOU and UOU:

13.1 The parties hereto undertake to work closely and cooperate in the implementation of this MoU and to endeavor to resolve disputes arising between them in relation to this MoU by amicable means. Should this not be possible because of irreconcilable differences, this MoU may be terminated by mutual consent of the two parties.

13.2 The parties to this MoU or their authorized representatives acknowledge having read and understood the MoU and agree to remain bound by its terms and conditions.

14. Intellectual Property Rights:


Intellectual Property developed by the joint efforts would be the joint property of the Parties. Any financial benefits or otherwise arising thereon would be shared proportionately by the parties in consonance with the efforts / inputs given by them.

The undersigned, being duly authorized thereto, have signed this Memorandum of Understanding in two original copies in English at the place and on the date indicated below:


Registrar
Uttarakhand Open University
(UOU), Haldwani

Witness 1:

Witness 2:


Registrar
Punjab State Open University
(JGND PSOU), Patiala

Witness 1:

Witness 2:

The Contents of this affidavit document have been read over the deponent He/She has acknowledged the true & correct.

Page 6 of 6

Attested As Identified
NOTARY PUBLIC
PATIALA INDIA
15 APR 2024

SUPPLEMENTAL SKILL DEVELOPMENT AGREEMENT

BETWEEN

UTTARAKHAND OPEN UNIVERSITY,

AND

SAYLOR ACADEMY

This Skill Development Agreement (“Agreement”) is made effective as of October, 2024 by and between The Constitution Foundation d/b/a the Saylor Academy ("Saylor"), a not-for-profit foundation located in the United States of America (“USA”) and UTTARAKHAND OPEN UNIVERSITY ("UOU"), an accredited institution of higher education located in Nainital, Uttarakhand. Saylor and UOU may hereinafter be referred to individually as a “Party” or, collectively, as the “Parties”.

Whereas, UOU is an organization serving those in need, and desires to use open resources to encourage skill development.

Whereas, Saylor, a respected open education provider that, among other things, builds freely available college level and professional development courses, desires to provide no cost skills training to people around the world; and

Whereas, UOU and Saylor desire to work together to provide new pathways to increase access to higher education and otherwise develop innovative solutions toward that end.

NOW, THEREFORE, in exchange for the mutual promises and covenants herein, intending to be legally bound, Saylor and UOU now agree to this supplemental skill development partnership. The principal terms of this Agreement follow.

1. RESPONSIBILITIES.

- (a) UOU agrees to inform its students about Saylor’s free courses to enable them to learn additional skills to supplement their degree program learning. UOU will provide Saylor with a list of courses it recommends to its students that Saylor may post on its website on a dedicated landing page.
- (b) Saylor will (1) create a dedicated landing page for UOU students to direct them to the selected courses; (2) provide UOU with student enrollment and completion data on a quarterly basis; and (3) inform UOU students about the process for them follow to submit their completed certificates to designated officials at UOU.

2. Intellectual Property and Usage.

- (a) **License of Marks.** Saylor and UOU will license to the other Party on a royalty-free, non-exclusive basis the right to use its applicable Marks (as defined below) solely for the purpose of fulfilling such party's obligations with respect to this Agreement, provided that such license shall automatically terminate upon termination of this Agreement without the requirement of further notices or any other action by any Party. For the purposes hereof, “Marks” shall mean a Party's trademarks, trade names, service marks and/or logos provided to the other Party for the business purposes outlined herein, or such additional or replacement Marks as either Party may permit in writing for the other Party to use solely in connection with the performance of this Agreement.

- (b) Usage.

The parties may display trademarks, trade names, service marks and/or logos provided by the other Party solely to promote this skill development agreement.

3. Student Privacy.

UOU and Saylor will protect student privacy in a professional manner with due care and skill in accordance with their respective privacy policies and all applicable laws.

4. Term and Termination.

- (a) This Agreement will have a three (3) year term commencing upon execution hereof.
- (b) Notwithstanding any other provision contained herein, either Party may terminate the Agreement for convenience (i.e. for any reason or no reason) during the term upon at least ninety (90) days prior written notice to the other Party. Upon termination of this Agreement pursuant to this paragraph, neither Party shall have any liability or obligation to the other Party.
- (c) Either Party may terminate the Agreement upon a material breach by the other Party if such breach remains uncured for ninety (90) days following receipt of written notice to cure by the breaching Party.

5. Notices. Any required notices or other contractual communications, such as termination, hereunder shall be made in writing and served by electronic mail to the person(s) at the email address set forth below or such other address as may be designated in writing hereafter, in the same manner:

If to UOU:

**PROFESSOR O.P.S. NEGI
VICE CHANCELLOR
UTTARAKHAND OPEN UNIVERSITY
vc@uou.ac.in**

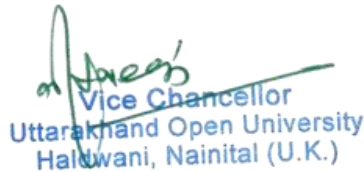
**If to Saylor:
Sheila Jagannathan
Deputy Exec Dir, Strategic Relationships
Constitution Foundation d/b/a Saylor
Academy
1041 SE 17th Street, Suite 100,
Fort Lauderdale, FL, 33316
sheila.jagannathan@saylor.org**

**With a copy to:
Jeff Davidson
Executive Director
Constitution Foundation d/b/a Saylor
Academy
1041 SE 17th Street, Suite 100,
Fort Lauderdale, FL, 33316
contact@saylor.org**

6. Entire Agreement. This Agreement, including attached schedules and exhibits if any, which by reference are fully incorporated as if set forth in entirety herein, constitute the entire agreement between the parties related to the subject matter. This Agreement may be executed through signatures to any number of counterparts, but any or all of such counterparts and documents shall constitute but one agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their names and on their behalf by and through their duly authorized representatives, as of the day and year first written.

FOR UOU

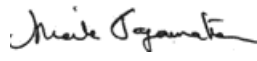


Vice Chancellor
Uttarakhand Open University
Haridwar, Nainital (U.K.)

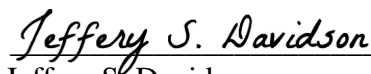
BY: _____
PROFESSOR O.P.S. NEGI
VICE CHANCELLOR

DATE: 16 October 2024

FOR THE SAYLOR ACADEMY

BY: 
Sheila Jagannathan
Deputy Exec Director, Strategic Relationships

DATE: Oct 21, 2024

BY: 
Jeffery S. Davidson
Executive Director

DATE: 16 October 2024



उत्तराखण्ड UTTARAKHAND

E 101386

MEMORANDUM OF UNDERSTANDING

For On-the-Job Training

This Memorandum of Understanding (M O U) sets out a general framework of co operation and networking between the Partners through which a climate of mutual trust, well being and understanding is established.

This M O U is signed on this 23rd day of July 2011 at Haldwani Distt Nainital, Uttarakhand

BETWEEN

UTTARAKHAND OPEN UNIVERSITY, a University of Uttarakhand, State of India established under Uttarakhand Open University Act No. 23 of 2005 and also recognized by Distance Education Council, New Delhi existing at Unchapuli, Karadungi Road Haldwani, Distt Nainital, Uttarakhand (herein referred to as "University").

AND

M/s Ashok Leyland Ltd, a Company duly incorporated under the Companies Act, 1956 having its Registered Office at Chennai (herein referred to as "Industry Partner") and one of its works at Plot No. 1, Sector - 12, IIE, SIDCUL, Pantnagar, Distt U.S. Nagar.

[Handwritten signature]

WHEREAS:

- A. In order to provide employment opportunities to youths of Uttarakhand and to support Industries' skilled manpower requirements, University is introducing a new short term Vocational course i.e., "Certificate course in Technical Excellence".
- B. The said Course is of six month duration (480 hours) and shall be focused on 30% theory and 70% on - the - job training.
- C. University therefore proposes to associate the Industry partner to provide necessary support in imparting this Certificate Course through Partnership model by providing on - the - job training to the students enrolled for this course.
- D. Both the Parties herein being desirous of taking up a Partnership Project have decided to enter into this present MOU on a non-exclusive basis.

NOW, THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The University will carry out following functions:
 - a. Approve and finalize the Course content;
 - b. UOU Training partner smart skills will provide premises with space as necessary to run the for the same;
 - c. Take necessary steps to ensure competent, eligible students are enrolled for the said Course;
 - d. Provide necessary accreditations to the Course on fulfillment of requisite criteria;
 - e. Monitor and evaluate the achievement of the learning objectives;
 - f. Conduct Examinations on the completion of the Course;
 - g. Provide certification on successful completion of the Course.
2. The Ashok Leyland will:
 - a. Impart practical training to students in accordance with curriculum / syllabus requirements at its own premises or at vendor locations;
 - b. Appoint a person for coaching and supervising the students during on-the-job training as per the schedule applicable;
 - c. Extend technical support, if required, by sending in-house experts for teaching purpose, until necessary capacity is built within the University or at approved centre;
 - d. Provide support to students in terms of monthly stipend / lunch during on - the - job training as per Company norms. But no accommodation or TA / DA shall be provided by Ashok Leyland Ltd.
 - e. Provide on-the-job training to a minimum number of 600 students of the aforementioned Course in a year. This figure may increase or decrease depending upon various factors and Company's discretion.

 . 

3. The Parties here to agree to enter into this M O U on a Principal-to-Principal basis and none of the Parties shall do or cause to be done anything derogatory to the reputation of the other.
4. During the term of this M O U and thereafter for reasonable period, all the Parties here to undertake on behalf of their respective sub-contractors / employees / representatives / associates to maintain strict confidentiality and present disclosure thereof, of all the information and data exchanged / generated pertaining to work / activity under this MOU for any purpose other than that specified in this MOU.
5. None of the Parties will be held responsible for non- fulfillment of their respective obligations under this MOU due to work / activity under this MOU for any purpose other than in accordance with this MOU.
6. None of the Parties will be held responsible for non- fulfillment of their respective obligations under this MOU due to the exigency of one or more of the force majeure events such as but not limited to acts of God, war, flood, earthquakes, strikes, lock-outs, epidemics, riots, civil commotions, etc., or for any other reason beyond the control of the Parties, provided on the occurrence and cessation of any such events, the Party affected thereby shall give a notice in writing to the other Party within one month of such occurrence of cessation. If the force majeure conditions continue beyond six months, the Parties shall jointly decide about the future course of action.
7. Time shall be the essence of this MOU and shall be effective from the date of signing of this presents for a period of three years and the Parties herein, upon mutual agreement, may extend the said period from time to time or may even curtail the same in between.
8. During the Tenure of this Agreement / MOU, Parties hereto may terminate the agreement either for breach of the terms and conditions of the agreement or otherwise by giving 03 (three) months notice in writing to the defaulting / Other Party. Any such termination shall not affect the smooth Course completion of the existing batch of students and upon serving of notice of termination by any of the Parties.

Lien on Employment:

Student trainee referred and sponsored by the University will have no lien for the permanent / temporary employment in the Company / Ashok Leyland Ltd., where he / she is undergoing on – the – job training. However, preference may be given depending upon their performance for engaging them against temporary nature of work as and when requirement arises and subject to vacancies. However, it will be at the sole discretion of the Industry Partner and any such employment, engagement in the Company / Ashok Leyland Ltd., will not be claimed as of right by either the University or by the person undergoing or having undergone the on – the - job training.



Status of the on – the – job trainee Vis a Vis the Company:

The on – the – job trainee(s) shall not have any lien of appointment, employment in the Company and at no point of time will be deemed to be an / the employee(s) of the Company and or on its rolls and records. Except for the stipend, lunch being provided during the course of the training, the trainee student referred, sponsored by the University shall not in any way or manner or for the purposes of applicable Labour Enactments be treated or deemed to be employees of the Company.

It is clearly understood that the persons sponsored or referred by the University for the on – the – job training are enrolled students of the University and will be referred for such training as part of their academic curriculum. Hence as student trainees they will not be amenable to or covered under the provisions of the Minimum Wages Act, 1948, the EPF and MP Act, 1952, the ESI Act, 1948, and other Enactments, otherwise applicable upon the Company. Neither the referred student trainees will be liable for taking, obtaining any benefits there under.

Signature of First Party


(Authorized Signatory)


Uttarakhand Open University

Witness:

1-

2-

Signature of Second Party


(Authorized Signatory)

Ashok Leyland Ltd.

Witness:

1-

2-

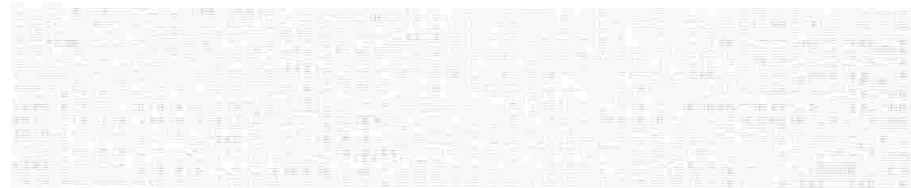
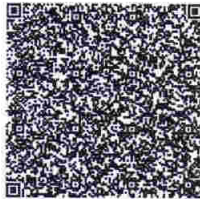


सत्यमेव जयते

INDIA NON JUDICIAL Government of Uttarakhand

e-Stamp

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Purchased by : REGISTRAR UTTARAKHAND OPEN UNIVERSITY HALDWANI
Description of Document : Article Miscellaneous
Property Description : NA
Consideration Price (Rs.) : 0
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MEMORANDUM OF UNDERSTANDING (M.O.U.)
BETWEEN
UTTARAKHAND SCIENCE EDUCATION & RESEARCH CENTRE (USERC)



USERC

Uttarakhand Science Education & Research Centre
(Department of Science & Technology)
Government of Uttarakhand

AND

UTTARAKHAND OPEN UNIVERSITY, HALDWANI



UTTARAKHAND OPEN UNIVERSITY

उत्तराखण्ड मुक्त विश्वविद्यालय

Established by an act of Uttarakhand Legislative Assembly
Recognized by UGC, New Delhi, India

Registrar
Uttarakhand Open University
Haldwani (Nainital)

Statutory Seal

1. The authenticity of this Stamp Certificate should be verified at "www.shoilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Background:

Memorandum of Understanding (MOU) establishes terms, conditions and understanding between Uttarakhand Science Education & Research Centre (USERC), Dept. of Science & Technology, Govt. of Uttarakhand & Uttarakhand Open University, Haldwani.

Uttarakhand Science Education and Research Centre (USERC)

Uttarakhand Science Education and Research Centre (USERC) was setup in 2005 by the Department of Science and Technology, Government of Uttarakhand as an autonomous organization. It was created with the mandate to bolster scientific temperament in Uttarakhand. To this end, it has been making intensive, across-the-board efforts to support education and promote career prospects in the realms of Science and Technology. USERC is dedicated to motivating and developing academicians and students through its involvement in teaching and training students for research in science and technology. A large part of Uttarakhand consists diverse, tough and complex topography and includes fragile ecosystems that cannot be disturbed due to ecological constraints. This has led to the state being unable to fully adopt the traditional approach for pursuing the goal of economic growth and development. In this milieu, inculcation and nurturing of scientific temperament and technological savviness is crucial for the state being able to progress on the path of economic growth and development. USERC works towards creating the necessary infrastructure and developing meaningful projects for the state by extensively interacting and collaborating with national and international institutions and experts. The Centre is developing a synergetic network with many academic institutions both within and beyond the state. USERC is known for conducting various outreach and inclusive developmental activities across the state.

Uttarakhand has a long tradition of learning and education. Faced with challenging terrain and inclement weather conditions, people of Uttarakhand have applied their own conventional knowledge of science since long and co-existed harmoniously with nature.

Uttarakhand Open University

Higher education is the most critical element of growth in this era of knowledge economy. We need to at least double the Gross Enrollment Ratio (GER) to remain active contributors to growth in this era. This truth has been well recognized by many policy makers, commissions and thoughtful individuals. The National Knowledge Commission has brought out valuable documents outlining the critical role of higher education. In this context, the role of Open and Distance Learning System (ODL) becomes significant and unique. The experience across the globe substantiates that ODL system is an effective tool for educationally empowering the different sections of society who, for one reason or the other, had missed the formal 'face-to-face' education. These days, distance education provides many vocational, professional and technical courses, including specialized programmes oriented towards the higher end of technology usage. It also has the potential to reach the unreached, marginalized and excluded people residing in distant places and difficult terrain.


Registrar
Uttarakhand Open University
Haldwani (Nainital)

Strictly in tune with the philosophy of ODL system, Uttarakhand Open University (UOU) was established by an Act of Uttarakhand Legislative Assembly in 2005 (Act No. 23 of 2005) with the aim of disseminating knowledge and skills through distance learning, using the flexible and innovative methods of education to ensure 'independent learning'.

The University uses novel educational programmes, various modes of communication technology and contact sessions to make distance learning more effective. The major objective of the University is to cater to the educational needs of the target groups to create skilled and knowledge based human resource for speedy upliftment and development of the State. The University aims to impart quality education by maintaining high academic standards. For this purpose, it has radically reoriented itself in view of the rapid changes in the sphere of professional and technical education and has developed a number of new and innovative self-employment/ employment-oriented courses of study. Uttarakhand Open University is especially focusing on the educational needs of women, tribal and other marginalized sections. It has extended its reach to most distant and difficult places and has made its presence felt even in the remotest corners of the state. It has signed MoUs with various providers with the sole aim of sharing resources and knowledge for the benefit of the people. The vision of the University is to provide the most critical components of growth, through quality higher education, to the state of Uttarakhand. UOU offers its programmes through 240+ Study Centers established at different locations in the state under eight Regional Centers at Dehradun, Roorkee, Pauri, Uttarkashi, Dwarahat, Bageshwar, Haldwani and Pithoragarh. The University has also signed Memorandum of Understanding with several leading research institutions, companies and professional bodies for the benefit of its students.

Objectives:

This MoU is built to ensure

1. Promotion of science education and technology among the learning community
2. Develop, promote and engage learning through technological means
3. Enhancing learning among the student community through capacity building programs
4. Wider awareness and diverse activities in the areas of education, environment, agriculture, health & hygiene
5. Enablement and enhancement of greater mutual understanding, cohesion among various institutions in Uttarakhand
6. Technology is meant to make lives easier, which is why USERC promotes need based and user-friendly technological interventions more so in the hilly terrain of Uttarakhand, enabling voice for every person, howsoever remote it may be. Uttarakhand is a disaster-prone area and the need for community radio service for instance is massive. Promotion and development of deliverables including content, structure, technology, etc. is required, the nucleus of which lies in its demography as well as its topography.


Registrar
Uttarakhand Open University
Haldwani (Nainital)

7. Catering and development of inclusive technological means that for instance has the ability to provide simpler information, access and graphics. The focus is to offer solutions to people through the means of technology that is handy. Here, agricultural, advocacy, disability rights, etc. related platforms can be developed, improved and applied to common lives.
8. UOU and USERC act on the fundamentals of R&D. Such MoU is a value add to strengthen the alliances with the community at the same time being able to roster, engage with and maintain welfare centric academic as well as professional excellence.
9. UOU and USERC have been actively promoting inclusive activities for the persons with special needs and the need for technological interventions, needless to say are both massive and effective.
10. Inclusive livelihood, market research, commerce, administrative affairs, etc. are one of many areas of application through this MoU.
11. Community based libraries, both digital or without are a need for children in the hills. These libraries would only ascertain as greater sense of learning among the communities.
12. Enablement, performance and sustenance of rural livelihoods, SHG networks, grassroot organizations, etc. can be ensured through technological interventions.
13. ICT plays a crucial role in this while frame of community welfare. Tested ICT applications must be deployed to extend relief, rehabilitation and restoration on various grounds.
14. The world of academia, across levels demand a greater, trusted and sustained ICT intervention. This MoU shall put in place the priority of such needs.
15. UOU and USERC believe in the development of inclusive technological interventions. In other words, every person must be able to benefit from a particular type of technology. Hence, the focus of this MOU will continue to build and promote its utility as the central idea so that the entire social ecosystem may use it effectively, safely and with dignity.
16. UOU will play the role of knowledge partner while USERC will act as training partner for exchange of scientific and technological updates.

Coordinators:

Partner organizations will designate persons who will have the responsibility for coordination and implementation of this agreement. The designated officials for each activity will work out specific plan. Coordination committee will periodically review the progress.

Coordination Committee members will include

Uttarakhand Science Education & Research Centre (USERC)	Uttarakhand Open University
Prof. Durgesh Pant, Director - USERC	Prof. Om Prakash Singh Negi, Vice Chancellor
Dr. O.P. Nautiyal, Scientist - USERC	Mr. Bharat Singh, Registrar

Duration:

This MOU shall become effective upon signature by the authorized officials from the partner organizations and will remain in effect until modified or terminated by any one of the partners by mutual consent.


Registrar
Uttarakhand Open University
Haldwani (Nainital)

Contact Information:

Partner Name: Uttarakhand Open University

Partner Representative: Prof. Om Prakash Singh Negi

Position: Vice Chancellor

Address: Uttarakhand Open University, Behind Transport Nagar, Vishwavidyalaya Marg, Haldwani (Nainital) 263139
Uttarakhand

Phone: 05946-286000

Email: vc@uou.ac.in

Partner Name: Uttarakhand Science Education and Research Centre (USERC)

Partner Representative: Prof. Durgesh Pant

Position: Director

Address: USERC, 33 Vasant Vihar, Phase 2, Dehradun

Telefax: 0135-2760302 **Email:** durgesh.pant@gmail.com

Sign for and on behalf of Uttarakhand Open University, Haldwani	Sign for and on behalf of Uttarakhand Science Education & Research Centre (USERC), Dehradun
Authorized Representative:	Authorized Representative:
Signature	Signature
Seal	Seal
Name: Mr. Bharat Singh	Name: Dr. O.P. Nautiyal
Designation: Registrar, Uttarakhand Open University, Haldwani	Designation: Scientist/ Administrative Officer, USERC
Date:	Date:

**MEMORANDUM OF UNDERSTANDING (MoU)
BETWEEN
UTTARAKHAND OPEN UNIVERSITY, HALDWANI
&
MIET KUMAUN GROUP OF COLLEGES, HALDWANI
FOR INSTITUTIONAL PARTNERSHIP 2023**



MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING

This Memorandum of understanding is being executed on..... and it will be effective from.....

Between

UTTARAKHAND OPEN UNIVERSITY, a University of Uttarakhand established by **Uttarakhand Open University Act No. 23 of 2005** and also recognised by **Distance Education Bureau of UGC, New Delhi** existing at Teen-Pani Bypass, TransportNagar, Haldwani, District – Nainital, Uttarakhand hereinafter referred to as **FIRST-PARTY**, “**University**” or **UOU**, and this expression shall, unless repugnant to or inconsistent with the context and meaning shall include any successors or permitted assignees of the **FIRST PARTY**.

AND

M.I.E.T Kumaon, Haldwani, District Nainita Uttarakhand)represented by the **Managing Director**, **M.I.E.T Kumaon**, Haldwani , hereinafter referred to as the “**Second Party**” and this expression shall, unless repugnant to or inconsistent with the context and meaning will include any successors or permitted legal representatives as the **SECOND PARTY**.

WHEREAS:

- A. The First Party is a State Open University offering various courses through open and distance learning mode.
- B. Second Party is also a Higher Educational Institution named **M.I.E.T Kumaon, Haldwani**

First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources and provide each of them with enhanced opportunities. Both parties also believe that close co-operation would be of major benefit to the student community to enhance their skills and knowledge which in turn could play a key role in technological up-gradation, innovation, and competitiveness of the industry.

Now therefore, in consideration of the mutual promises set forth for industry institute partnership in this MoU, the parties here to agree as follows:

- 1. **Curriculum Design:** Both parties would share the valuable inputs from each other to suitably customize the curriculum to train the students for competitive world.
- 2. **Exchange of Staff:** The faculty/ research fellows registered for Ph. D program may visit the institute for a short period in connection with their research work under collaborative program.
- 3. **Joint Workshops/ Conference:** Both the organizations will hold/ conduct joint conference/ workshop/ training courses for students & faculties within the areas of cooperation.
- 4. **Sharing of Facilities:** Both the organization will share important R&D facilities in order to

promote academic and research in the areas of cooperation. Joint Campus placement drives pooling of resources.

5. There is no financial commitment on the part of the Uttarakhand Open University, Haldwani, the First Party to mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

6. Relationship between the parties

It is expressly agreed that first party and second party are acting under this MoU as independent contractors, and the relationship established under this MoU shall not be constructed as a partnership.

7. Applicable Law and Dispute Resolution

7.1 This agreement and all questions of its interpretation shall be construed in accordance with the laws of this country (India).

7.2 In case of dispute between the parties with regard to this agreement, prior to moving the court the matter shall be referred to the arbitration tribunal.

7.3 Both the parties shall make all reasonable efforts to reach an amicable solution by means of direct negotiation.

7.4 If the parties do not reach an agreement within thirty (30) days from the date of notice by one party, of its intention to resolve the dispute in an amicable manner, the parties may refer such a dispute to arbitration in accordance with the following procedure :-

- a) All disputes shall be settled through arbitration in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 by an 'Arbitration Board' comprising of three arbitrators.
- b) Each Party shall independently appoint one arbitrator to the arbitration board and then they will jointly appoint the third arbitrator who shall serve as Chairperson of the Arbitration Board.
- c) The parties shall bear, in equal proportion, all the costs related to the Arbitration Board.
- d) The Arbitration Board shall have the powers to award only such remedy as is contemplated in this agreement including the injunctive relief.
- e) The place of sitting of Arbitration Board shall be within the District of Nainital only.

7.5 In case the matter is to be referred to the court, all issues arising out of this agreement shall be subject to the exclusive jurisdiction of the courts at Haldwani / Nainital and the parties hereby irrevocably submit to the jurisdiction of these courts. The parties irrevocably waive any objection to venue of these courts and objection based on the doctrine of forum non-convenience or similar grounds that these courts are inconvenient for determination of a dispute.

8.1 The parties to this agreement shall not be liable to each other 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 disturbance, wars, hostilities between nations, government rules, orders regulations, embargos, action by the government(s) or any agency thereof, or an act of God, storms, fires, accidents, strikes, sabotages, explosions, or other similar or different categories beyond the reasonable control of the parties to this agreement.

8.2 In the event that either party is wholly or in part, prevented or hindered from carrying out or in observing any of the terms or conditions of this agreement for any cause set forth hereinabove, such party shall give a written notice to the other party by the most expeditious means, as soon as possible, after the occurrence of the cause relied on, giving full particulars of the reason for such prevention or

hindrances, and the party shall, in good faith, consult each-other and take necessary measures for resolution of the affairs so prevented or hindered.

8.3 Notwithstanding the notice to this effect and all the efforts to redress and improve the situation, so caused (as given in Para 7.3 and 7.4), if the situation cannot be brought back to normal operation stage, this contract shall stand discharged. In the event of such a situation, a proper public-notice thereof shall have to be given by the party, so affected.

In witness whereof the parties affix their signatures below on this.....day of
20.....

For **FIRST PARTY**

for **SECOND PARTY**

Witness:

1>

2>

Name of the Centre with Address

AGREED:

For:

Uttarakhand Open University,
Haldwani

For:

M.I.E.T, Kumaon, Haldwani

<u>Uttarakhand Open University, Haldwani</u> Address: Behind Transport Nagar, Teenpani Bye Pass Road, Haldwani, Uttarakhand 263139	M.I.E.T Kumaon Maldw N% Address: M.I.E.T Kumaon, iskli Nagar, Lamachurp HaldwaniqUttarakhand, 263139
Contact Details: Registrar, UOU, Haldwani	Contact Details: Managing Director M.I.E.T Kumaon Group of College, Haldwani
E-mails: registrar@uou.ac.in	E-mails: bahadur1950@gmail.com
Web: www.uou.ac.in	Web: www.mietkumaon.ac.in



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: Article 5 Agreement or Memorandum of an agreement

Property Description

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Consideration Price (Rs.)

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First Party

: REGISTRAR UTTARAKHAND OPEN UNIVERSITY

Second Party

: BAOU AHENDABAD GUJRAT

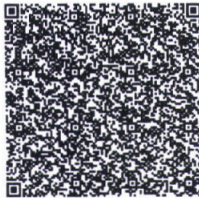
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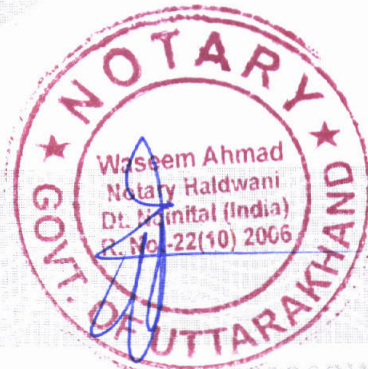
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Uttarakhand Open University
Haldwani (Nainital)

Registrar
Dr. Babasaheb Ambedkar Open University
Ahmedabad.

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BAOU AHENDABAD GUJRAT BAOU AHENDABAD GUJRAT BAOU AHENDABAD GUJRAT BAOU AHENDABAD GUJRAT



MEMORANDUM OF UNDERSTANDING (MoU)



Between

**UTTARAKHAND OPEN UNIVERSITY (UOU),
HALDWANI (NAINITAL), UTTARAKHAND**

and

**DR. BABASAHEB AMBEDKAR OPEN UNIVERSITY (BAOU),
AHMEDABAD, GUJRAT**



In order to promote cooperation and the advancement of academic and educational exchanges between the Uttarakhand Open University (UOU), Haldwani (Nainital), Uttarakhand and Dr. Babasaheb Ambedkar Open University (BAOU), Ahmedabad, Gujarat the two institutions agree to cooperate with each other, subject to mutual consent. The areas of cooperation will include any academic programme offered at either institution as though desirable and feasible on other side and that both sides will contribute to the fostering and development of the cooperative relationship between the two universities.

I. Scope of the MoU

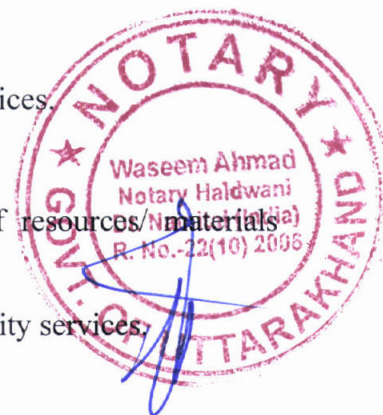
Co-operation shall be carried out through such activities as:

1. Cooperation in Academics, Research and Entrepreneurship related activities.
2. Joint academic activities of Content Writing, Reviewing and Publication of Self Learning Material (SLM)
3. Joint academic activities of Designing, Developing Massive Open Online Course (MOOC) for various programmes
4. Conducting joint special short-term academic programs
5. Exchange of information: Regarding publications and journals, reference materials and other results of teaching and research.
6. Co-operation with regard to new or existing academic programmes including online programmes.
7. The development of joint research and project activities.
8. Student training and development.
9. Developing and sharing E-contents of academic programmes.
10. Exchange of faculty and/or staff or mutual visits to both institutions


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Haldwani (Nainital)


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Dr. Babasaheb Ambedkar Open University
Ahmedabad.

11. Sharing the best practices Students Support Services and ICT services.
12. Advisory/Consultancy Services.
13. Fostering Skill development initiatives and mutual exchange of resources/materials between two Universities.
14. Work towards public policy, sustainable development and community services.
15. Any other activities viewed to be potentially beneficial.



II. Parties of this MoU:

UTTARAKHAND OPEN UNIVERSITY (UOU), HALDWANI (NAINITAL), UTTARAKHAND

Uttarakhand Open University (UOU) was established by an Act of Uttarakhand Legislative Assembly in 2005 (Act No. 23 of 2005) on 31.10.2005 with the aim of disseminating knowledge and skills through distance learning, using the flexible and innovative methods of education to ensure 'Independent Learning'. Uttarakhand Open University employs innovative educational programs and technology to provide quality distance learning, prioritizing the educational needs of women, tribals, and marginalized groups. With over 90 study centers and eight regional hubs across Uttarakhand, it extends education to remote areas. Through partnerships with research institutions and companies, the university aims to equip students with the skills needed for employment and self-employment, contributing to the state's development and Education for All and Ever at an affordable cost, for the purpose of imparting, Higher Education through ODL (Open and Distance Learning) Mode in different faculties and to hold examination therefore and to award certificates and degrees on the result of such examination under the jurisdiction of Chennai hereafter referred to as UOU "UTTARAKHAND OPEN UNIVERSITY Ist Party.

and

DR. BABASAHEB AMBEDKAR OPEN UNIVERSITY (BAOU), AHMEDABAD, GUJARAT

Dr. Babasaheb Ambedkar Open University (BAOU) was established by the Act of the Legislative Assembly by the Government of Gujarat in 1994. Dr. Babasaheb Ambedkar Open University strives to fulfil its motto of 'Education for All'.

University has been accredited with the highest A++ Grade with 3.55 CGPA on 4 Point Scale by National Assessment Accreditation Council (NAAC) in its very first cycle in July 2022. The only University in Gujarat and only State Open University in India to secure A++ Grade and with highest CGPA.

University has been categorized as Category – I University according to the University Grants Commission (Categorization of Universities (only) for Grant of Graded Autonomy) Regulations, 2018.

Dr. Babasaheb Ambedkar Open University has been awarded the recognition of 12B status under section 12B of the UGC Act, 1956.

Registrar
Uttarakhand Open University
Haldwani (Nainital)

Registrar
Dr. Babasaheb Ambedkar Open University
Ahmedabad.

University has been entitled by the University Grants Commission, Ministry of Education Government of India to offer Online Programmes along with Open and Distance Learning (ODL) Mode. Further, university has started offering Six Post Graduate Programmes and Two Graduate Programmes in Online Mode all across the globe.

Dr. Babasaheb Ambedkar Open University (BAOU), houses its headquarter in state-of-the-art 'Jyotirmay' Parisar in Ahmedabad city; Seven (07) Regional Centres and more than 285+ Learner Support Centres all across Gujarat. It is the only Open University of the State of Gujarat and a mighty contributor in the State's higher education with enrolment of 3,13,292 learners in the last three years. The University impacts the lives of citizens of Gujarat with easy access to higher education without any barriers of age, time and space; for it offers more than 85+ programmes comprising of Ph.D., Post-Graduate, Graduate, PG Diploma, Diploma and Certificate.

III. Purpose

The purpose of this MEMORANDUM OF UNDERSTANDING is to promote international agreement, scholarly collaboration, cultural interaction and friendship by supporting educational, professional and cultural activities among faculty and students of the two institutions. Accordingly, the areas of cooperation will include, subject to mutual consent, any programme offered at their university as felt desirable and feasible on either side and that both sides will contribute to the fostering and development of the cooperative relationship between the two universities.

Specific areas of cooperation between the two institutions, subject to the availability of funds and the approval of UOU and BAOU, include, but not limited to the following:

Under this MoU both parties mutually agree to:

- a) Adaptation, adoption, and exchange of academic programmes in the broad areas of mutual interest and related disciplines focusing on the blended and digital learning process.
- b) R & D collaborations in the academic and ODL areas.
- c) Assisting each other for the organisation and / or participation in national and international symposia, conferences, specialized exhibitions and similar events taking place in the respective places.
- d) Joint collaboration for development & Promotion of OER (Open Education Resource) and MOOCs (Massive Open Online Course).
- e) Sharing technology for effective e-learning, m-learning and online student support services including evaluation of student's performance.
- f) Sharing of best practices in the field of programme design, development, and delivery.
- g) Promotion of skill development programmes to boost employment opportunities for our learners, particularly the under-privileged groups
- h) Joint collaboration for faculty development programme that will include classroom seminars and site which may include trips to Learners Support Centres, Regional

Centres, Non-governmental organizational (NGO), villages, etc.

- i) All other relevant activities of mutual interest to both parties (Party-1 & Party-2)

The terms of cooperation for each specific activity implemented under this MoU for Cooperation shall be mutually discussed and agreed upon in writing by both universities prior to the initiation of that activity.

IV. Publicity and Advertising

The parties agree that each may publish or advertise the existence and nature of activity under this MEMORANDUM OF UNDERSTANDING. Nothing in this agreement shall be construed as confidential.

The two universities hereby agree on the above articles.

Terms of Implementation, Renewal and Revision

1. Details of the implementation of any particular exchange resulting from this MoU shall be negotiated between the two universities.
2. A Memorandum of Understanding (MOU's) shall be developed for specific agreements based on the mutually agreed upon objectives and outcomes, at any time, but require the signatures of both Vice Chancellors / Registrar (or expressly designated delegates).
3. This MoU become effective on the day it is signed and remain valid for three years.
4. This MoU will be renewed after three years upon the consent in writing of both universities. Each university may cancel the MoU by notifying the other University of its intent to do so at least six months in advance of its expiration. Projects in progress at the time of termination will remain unaffected.
5. The purpose of this MEMORANDUM OF UNDERSTANDING is to outline an academic and management framework between the two parties, designed to promote internationalization at both institutions. The parties do not intend to be legally bound to each other, and this MEMORANDUM OF UNDERSTANDING does not impose legal obligations on either party.
6. Any amendment or modification to the present text shall be submitted for review to the competent authorities and shall not binding unless reduced to writing and signed by both the universities.
7. This MoU does not presume or require and mutual financial transaction between, both parties acknowledge and understand all financial arrangements, if any, will be subject to prior written agreement and availability of funds for each activity / project undertaken.
8. Either party may, with sixty days written notice, terminate the MEMORANDUM OF UNDERSTANDING in advance of its normal expiration or request the renegotiation of its conditions.


Registrar
Uttarakhand Open University
Haldwani (Nainital)


Registrar
Dr. Babasaheb Ambedkar Open University
Ahmedabad.

V. Other Terms

1. Any dispute or difference arisen out of this MEMORANDUM OF UNDERSTANDING shall be resolved through amicable settlement.
2. Each party shall co-indemnify and hold each party harmless for any and all costs or expenses associated with damages or claims arising out of activities commenced under this MEMORANDUM OF UNDERSTANDING, or any act or omission of the party, its employees or others acting on its behalf while undertaking any aspect of these cooperative activities.
3. This MEMORANDUM OF UNDERSTANDING is in two originals, and both parties shall hold one original copy.

In witness whereof, the universities here to have offered their signatures.

For & behalf of

**Dr. Babasaheb Ambedkar Open University,
Ahmedabad, Gujarat.**

Signature: _____

Name: Prof (Dr). Ami Upadhyay

Designation: Vice-Chancellor

For & behalf of

**Uttarakhand Open University,
Haldwani (Nainital), Uttarakhand**

(Signature: _____)

Name: Prof (Dr.) Om Prakash Negi

Designation: Vice –Chancellor

Signature: _____

Name: Dr. A K Jadeja

Designation: Registrar

Signature: _____

Name: Prof. P.D. Pant

Designation: Registrar

Witness

Signature: _____

Name: Prof. Nilesh K Modi

Designation: Director, SCS and CIQA

Witness

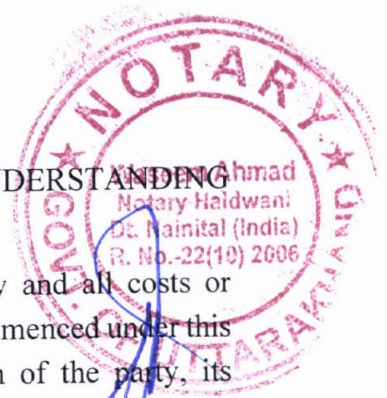
(Signature: _____)

Name: Prof. Jeetendra Pande

Designation: Director – SCS&IT

Registrar
Uttarakhand Open University
Haldwani (Nainital)

Registrar
Dr. Babasaheb Ambedkar Open University
Ahmedabad.



ATTESTED

Waseem Ahmad
Notary Advocate
HALDWANI (Nainital)
(U.K.) India



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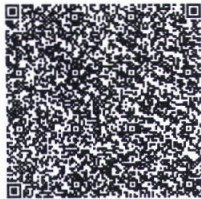
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Second Party : DBS PG COLLEGE DEHRADUN
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Registrar
 Uttarakhand Open University
 Haldwani (Nainital)

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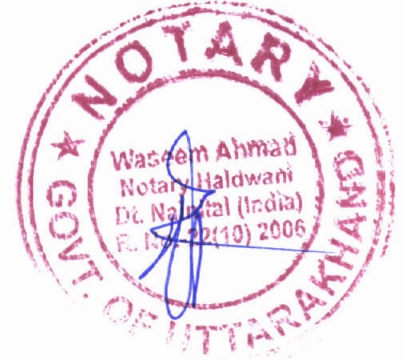
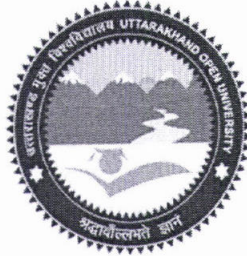
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MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN




**UTTARAKHAND OPEN UNIVERSITY HALDWANI,
NAINITAL**

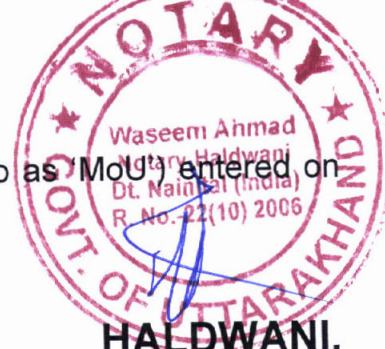
AND



**D.B.S. (P.G.) COLLEGE, KARANPUR,
DEHRADUN**


Registrar
Uttarakhand Open University
Haldwani (Nainital)

This Memorandum of Understanding (herein after referred to as MoU) entered on the _____ Day of June 2024 at Dehradun by and between:



**UTTARAKHAND OPEN UNIVERSITY (UOU),
UTTARAKHAND**

HALDWANI,

Uttarakhand Open University, a state University of Uttarakhand of India established under Uttarakhand Open University Act 2005 and also recognised by Distance Education Bureau of University Grant Commission, existing at Transport Nagar, Haldwani, District. Nainital, Uttarakhand (hereinafter referred to as University or UOU, which expression shall, unless repugnant to or inconsistent with the context, mean and include any successor or permitted assignees) of the first party.

The Uttarakhand Open University (UOU) has the aim of disseminating knowledge and skills through distance learning, using the flexible and innovative methods of education to ensure 'independent learning' of its learners as beneficiaries. The University uses novel educational programmes, various modes of communication technology and contact sessions to make distance learning more effective. The major objective of the University is to cater to the educational needs of the target groups to create skilled and knowledge based human resource for speedy upliftment and development of the state. The University aims to impart quality education by maintaining high academic standards. For this purpose, it has radically reoriented itself in view of the rapid changes in the sphere of professional and technical education and has developed a number of new and innovative self-employment/ employment oriented courses of study. Uttarakhand Open University is especially focusing on the educational needs of women, the tribe's and other marginalized sections of the society. It has extended its reach to most distant and difficult places and has made its presence felt even in the remote areas of the state. It has signed MoU's with various providers with the sole aim of sharing resources and knowledge for the benefit of the people. The vision of the University is to provide the most critical components of growth, through quality higher education, to the state of Uttarakhand. UOU offers its programmes through 100+ Study Centres established at different locations in the state under eight Regional Centres at Dehradun, Roorkee, Pauri, Uttarkashi, Ranikhet, Bageshwar, Haldwani and Pithoragarh. The University has also signed Memorandum of Understanding with several leading research institutions, companies and professional bodies for the benefit of its Learners.

AND

D.B.S. (P.G.) COLLEGE, DEHRADUN

DBS (PG) College, Dehradun established in 1961, affiliated college of HNB Garhwal (Central) University, Srinagar, Garhwal (Uttarakhand), having its premises at Karanpur, Dehradun (Uttarakhand), having 2(f) and 12B status of UGC. we have come a long way and our stakeholders have struggled tirelessly to transform DBS

(PG) College into a progressive, equal opportunity Institution that has today become

Registrar

Uttarakhand Open University
Haldwani (Uttarakhand)

the vanguard of academic excellence, on one hand, and liberal democratic traditions on the other. The college is recognized as premier institution of higher learning. The college is NAAC accredited and is a Centre with Potential for Excellence of UGC. The college has established a unique record by giving excellent university result and scoring a large number of merit positions every year. Over 225 students are awarded INSPIRE scholarship from the Department of Science and Technology, Government of India.

The college is first choice of top grade students of the region. The college cut-off for B.Sc. General Course (Physics, Chemistry and Mathematics) and M.Sc. is very high, which matches with some of the best science colleges of the country and reflects that the college has successfully maintained its place as one of the best within the University.

The college encourages a quest for knowledge that is rooted in an ethical understanding of the world that we inhabit. It has made significant and unparalleled contribution to Society in terms of producing numerous dignitary's scholars and intellectuals who served different domains not only in our own country but even at international levels. Over the years, the College has built up an impressive infrastructure even though it is constrained by the availability of space. The infrastructure includes a well-stocked Central Library, Department libraries for Science subjects (Post Graduates) and a Book Bank for needy students. The College has Computer Labs and 10 Science laboratories.

(Here in after referred to as College, or DBS (PG) College, which expression shall, unless repugnant to or inconsistent with the context, mean and include any successor or permitted assignees) of the Second Party.

PREAMBLE

WHEREAS, The First Party Uttarakhand Open University (UOU), Haldwani offers courses/programs at undergraduate and postgraduate level such as BA, BSc, MA, MSc, PhD, etc. and is also engaged in research, design and development of courses and consultancy in various fields such as Applied and Basic Sciences, Arts and Humanities, etc.

WHEREAS, the Second Party, DBS (PG) College, Dehradun comprises two faculties viz. Science and Arts having total fifteen disciplines viz. Botany, Zoology, Chemistry, Mathematics, Physics, Geology, Microbiology, Biotechnology, English, Economics, Geography, as 11 subjects with undergraduate and postgraduate courses (B.A., M.A. B.Sc. and M.Sc.) as well as 4 disciplines namely Hindi, English, B. Lib. & Information Sc. and Sociology with Batchelor courses, wherein all post graduate departments also run Ph.D. programmes. The research projects of UGC, CSIR, DST, ICSSR and UCOST. There has been a long glorious record of the college in different programmes like Sports, Rovers and Rangers, NCC and NSS etc. The college is also accredited by NAAC. The aims of the second party i.e. college are to:

- (i) foster academic excellence through innovative teaching methods,
- (ii) provide holistic education focusing on character building and ethical values,

- (iii) encourage research and critical thinking skills among students and
- (iv) ensure student's overall development through extracurricular activities and community engagement.

The overall functions of the second party i.e. college are to achieve:

- (1) academic excellence,
- (2) research advancement,
- (3) holistic developments and
- (4) community engagement through quality academics and research.



OBJECTIVES OF MoU:

- i. To jointly organize conferences, workshops, seminars etc. in mutual areas of academic and research interests.
- ii. To prepare, submit and conduct joint research and development projects.
- iii. To cooperate and support in individual projects at post graduate level and Ph.D. thesis works as per UGC guidelines.
- iv. Exchange of researchers and students.
- v. Exchange of information, teaching materials, technological and scientific publications.
- vi. To provide opportunities to faculty members and researchers to give lectures in mutual areas of interest.
- vii. Search for opportunities to collaborate in the future.

ARTICLE-I

SCOPE OF THE MOU:

This MoU details the modalities and general conditions regarding collaboration between first party (UOU, Haldwani) and second party (DBS (PG) College, Dehradun) for enhancing, within the two Institutions, the availability of highly qualified manpower in sciences, humanities and other faculties as applicable without any prejudice to prevailing rules and regulations in **UOU (first party)** and **DBS (PG) College, Dehradun (second party)** without any disregard to any mechanism evolved and approved by the competent authorities of both parties in so far as such mechanism applies to both parties i.e. **UOU, Haldwani** and **DBS (PG) College, Dehradun**. The scope of the MoU i.e., areas of cooperation under the current MoU will be as under:

- a) **Collaboration for Quality in Education:** To work for enhancement in teaching-learning experiences of learners and students for betterment/ quality in all spheres of education under the joint coverage of various disciplines,
- b) **Resource Sharing:** Share academic resources such as faculty expertise, research materials, and infrastructure to enhance educational offerings and student support services and
- c) **Coordination among Ongoing Programmes:** To initiate as well as promote and coordinate research and development projects and different extension programmes including training/ demonstration etc.

ARTICLE-II

SCOPE OF ACADEMIC INTERACTION:

UOU, Haldwani (First Party) and DBS (PG) College, Dehradun (Second Party) shall encourage interaction between the learners, students, research scholars and faculty members of both parties through the following arrangements:



- a) For the successful implementation of NEP-2020, both parties will provide opportunity to their respective learners and students, for skill development and value addition in their programs offered by UOU as well as DBS(PG) College, Dehradun as per prevailing UGC Regulation and NEP-2020 framework/ guidelines.
- b) Both parties will take necessary initiative for mutually promoting quality education and research among the learning communities/ students.
- c) Both parties shall take measures, which are likely to accelerate the process of the overall personality development of learners and students by way of using advancement in humanities, science and technology through organization of joint trainings, skill developments, conferences, workshops and seminars etc. at each other's campuses.
- d) Both parties will support the guidance of project work of learners and students in various areas such as sciences/humanities/ commerce etc. at UG/PG/Ph.D. levels as applicable and other areas of mutual interest

ARTICLE-III

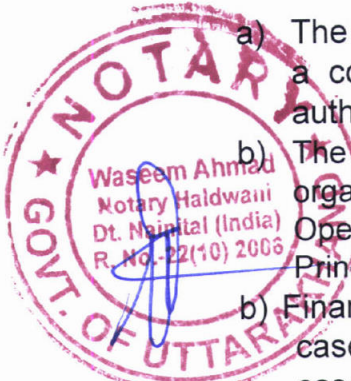
SHARING OF FACILITIES:

- a) Both parties shall make provisions to mutually share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.
- b) The faculty and research scholar's/project fellows of both parties will be allowed to avail the research facilities without any cost (totally free of cost) or with minimal cost (as decided by the concerned department and competent authorities) in the area of mutual cooperation.
- b) Both parties shall permit the exchange of software and other materials, technology and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions.
- c) Both parties shall provide access to the library facilities to faculty and students/ learners as per the prevailing rules and norms in the respective campuses.
- d) The First Party agrees to provide space and required facilities to conduct on campus trainings/ workshops/ seminars/ conferences and internship etc. for their UG/PG students/ learners/ research scholars in their respective areas of specialization to Second Party on terms and conditions as mutually agreed and vice-versa.

- e) Services of the expertise in 2 faculties and 11 subjects available with the second party i.e. DBS(PG) College, Dehradun, wherever and whenever needed, can be utilized by the first party i.e. Uttarakhand Open University, Haldwani for guidance of postgraduate and doctoral students/ learners on mutually agreed terms and conditions and vice versa.
- f) The experts/ faculties of both parties will provide training to the students/ learners and research scholars of each other in their areas of specialization on mutual understanding and will visit respective campuses for providing trainings, attending meetings, and guest/ invited lectures on mutual understanding basis.
- g) Both parties may/ will apply for collaborative R&D Projects for funding along with submitting applications to different national and state level funding agencies and other sponsors for financial support including Corporate Social Responsibility (CSR) funding to jointly organize scientific workshop/symposia /training programmes & courses/ conferences in the areas of mutual interest.

ARTICLE-IV

CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS:

- 
- a) The collaborative programmes between both parties shall be coordinated by a coordination committee, to be appointed/ approved by the competent authorities of both the Institutions, on case-to-case basis.
 - b) The Coordination Committee will consist of minimum one member from each organization, to be appointed by first party through Vice Chancellor, Uttarakhand Open University, Haldwani (UK), and execution authority of the second party i.e. Principal, DBS (PG) College, Dehradun.
 - b) Financial arrangements for each specific collaboration will be decided on a case to case basis and brought on record by Coordination committee in each case after due approval from competent authorities of both the Institutions.

ARTICLE-V

EFFECTIVE DATE AND DURATION OF MoU:

- a) This MoU shall be effective from the date of its approval by competent authorities of both parties.
- b) The duration of the MoU shall be initially for a period of ten years (10 years) from the effective date i.e., date of signing of the MoU.
- c) During its tenancy, the MoU may be extended or terminated by a prior notice of not less than six months by either party. However, termination of the MoU will not in any manner affect the interests of the learner's /research scholar's/project fellows/ students, who have been a part of any coordinated/ joint activity ongoing under the preview of MoU.

ARTICLE-VI

INTELLECTUAL PROPERTY RIGHTS (IPR):

All credits and benefits for collaborative work including the Intellectual Property (IP) generated during the tenancy of project/ joint work would be equally shared between both parties i.e. both parties shall be the joint owners of this IP.

- a) Intellectual Property Rights (IPRs) regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MoU, shall be decided by the two parties by mutual consent as per requirement.
- b) There will be no restrictions on the contents of the project dissertation and on publication of results of the same, subject to the condition that no Intellectual Property Rights (IPRs) can be secured for any part of the work, which will be decided with mutual consent.

ARTICLE-VII

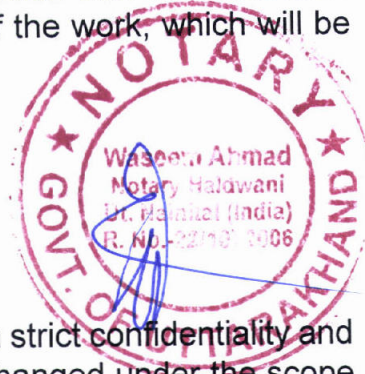
CONFIDENTIALITY:

- a) During the tenure of the MoU both parties will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MoU for any purpose other than in accordance with this MoU, without violating provisions of RTI Act.
- b) Both parties shall bind their respective personnel, who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this MoU.
- c) Further both parties shall put in place adequate and reasonable measures to keep and store confidential information secure to prevent any unauthorized use.

ARTICLE-VIII

AMENDMENTS:

- a) This MoU would be reviewed by both parties as and when required.
- b) Any clause or article of the MoU may be modified or amended by mutual agreement of both parties.
- c) Any amendment and/or addenda to the MoU shall be in writing and signed by both parties hereto and shall only after such execution be deemed to form part of the MoU and have the effect of modifying the MoU to the extent required by such amendment or addenda.
- d) This MoU shall be deemed to have been automatically rescinded after the expiry of the MoU period, unless renewed for any further period as per mutually agreed upon terms at a later stage.



ARTICLE-IX

RESOLUTION OF DISPUTES:

- This agreement shall take effect and be construed in accordance with the Laws of India, Laws of Uttarakhand and be subject to the jurisdiction of the courts at competent courts in Uttarakhand or High Court of Uttarakhand.
- The dispute or difference, whatsoever arises between both parties in relation to or in connection with this MoU, both parties shall first try to resolve the dispute/difference amicably between them through joint meetings/ discussions, failing which the matter shall be referred to and settled through arbitration.
- The matter thereafter would be settled by referring to Arbitration Committee comprising of a member nominated each by two parties and one member will be jointly nominated by two parties with mutual consent.
- The arbitration proceedings shall be held in accordance with the provision of Indian Arbitration and Reconciliation Act, 1996. The venue of arbitration shall be Haldwani or Dehradun (to be decided mutually) and language of arbitration shall be English.

ARTICLE-X

MISCELLANEOUS:

- The headings and sub-headings are inserted for convenience only and shall not affect the construction of this MoU.
- Both parties shall not, during the term of this MoU directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing to other party.
- After this MoU has been signed, all preceding understandings/negotiations and correspondence pertaining to it, shall become null and void.

IN WITNESS WHERE OF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

For and on behalf of: For and on behalf of:

Uttarakhand Open University
(UOU), Haldwani

DBS(PG) College, Dehradun

Name: Prof. P.D. Pant

Position: Registrar

Uttarakhand Open University

Name: Prof. V. C. Pandey

Position: Principal,

DBS(PG) College, Dehradun

Principal
D.B.S.(PG) College
Dehradun

ATTESTED

Waseem Ahmad
Notary Advocate
HALDWANI (Nainital)
Uttarakhand

MEMORANDUM OF UNDERSTANDING
(For Mutual Cooperation and Exchange of Resources)

This Memorandum of understanding is being executed on 15/2/23 and it will be effective from 15/02/2023.

Between

The Uttarakhand Academy of Administration, Nainital (hereinafter referred to as (DRSTUAoA) herein after referred to as the **"First Party"** and this expression shall, unless repugnant to or inconsistent with the context and meaning will include any successors or permitted legal representatives as the **First party**.

AND

Uttarakhand Open University, an University of Uttarakhand established by **Uttarakhand Open University Act No. 23 of 2005** and also recognised by **Distance Education Bureau of UGC, New Delhi** existing at Teen-Pani Bypass, TransportNagar, Haldwani, District – Nainital, Uttarakhand hereinafter referred to as **"Second Party", "University" or UOU**, and this expression shall, unless repugnant to or inconsistent with the context and meaning shall include any successors or permitted assignees of the **Second Party**.

Both of them hereinafter singularly referred to as **"The Party"** and collectively referred to as **"The Parties"**

WHEREAS:

A. the First Party is an Academy of Administration for the training of the Civil Servants/Govt. Officials.

B. the Second Party is a State Open University offering various courses through open and distance learning mode.

WHEREAS it is necessary to enhance understanding and relationship by promoting exchange of resources and co-operation in the area of ICT and other proficiencies of the Second Party for the capacity building of Public Servants undergoing training at Uttarakhand Academy of Administration.

AND WHEREAS it is further necessary to strengthen co-operation between the Parties herein through sharing experiences, best practices and knowledge in the area of ICT and other areas of proficiency for the capacity building of Public Servants;

AND WHEREAS the financial expense for LMS development and training shall be born by DRSTUAoA.




Registrar
Uttarakhand Open University
Haldwani (Nainital)

NOW IT IS HEREBY AGREED AS FOLLOWS;

Article-1
Objectives

The objective of this Memorandum of Understanding (hereinafter referred to as the "MoU") is to establish a healthy framework for co-operative institutional relation to encourage and promote co-operation in the area of capacity building of the Civil Servants/Govt. Officials.

Article-2
Area of co-operation

The Parties herein will endeavor to carry out the following terms and conditions consisting of mutual exchanges and co-operative activities under this MoU which consist of:

Collaboration for all related activities which include:

1. Development of LMS
2. Invite Lectures from the Faculties of the Schools of the University as required in the training and capacity building programmes of the Civil Servants/Govt. Officers.

Article-3
Implementation

1. The Parties shall conduct periodic consultations as deemed necessary for implementing of this MoU.
2. For the implementation of this MoU, the Parties shall nominate one nodal person from each side within one month of the commencement of this MoU to lay down the procedures, plan and strategy of co-operation to achieve the objectives of the MoU and separately agreed upon by both the Parties.

Article 4
Enforcement, Duration, Amendment, and Termination

1. The MoU shall come into force from the date of its commencement.
2. The MoU shall remain into force for a period of 5 (Five) years and thereafter it will be renewable with the mutual consent of the Parties;
3. The MoU may be reviewed or amended at any time by mutual consent of both the parties subsequent to the 15 days' prior notice. Such reviews or amendments shall come into force on such date as may be determined by the parties and shall form an integral part of this MoU.
4. The MoU may be terminated by either parties but not less than six months of prior notice to the other party.


Registrar
Uttarakhand Open University
Haldwani (Nainital)

5. The termination of this MoU shall not affect the rights or obligations of either parties regarding any binding offer or firm obligations approved and agreed to, either party prior to the date of termination and also the termination of this MoU shall not by affect the validity and duration of any on-going programmes or activities made prior to the termination date of this MoU until the completion of such programmes or activities.

Article-5

Applicable Law and Dispute Resolution

5.1 This agreement and all questions of its interpretation shall be construed in accordance with the laws of this country (India).

5.2 In case of dispute between the parties with regard to this agreement, prior to moving the court the matter shall be referred to the dispute resolution mechanism.

5.3 Both the parties shall make all reasonable efforts to reach an amicable solution by means of direct negotiation.

5.4 If the parties do not reach an agreement within thirty (30) days from the date of notice by one party, of its intention to resolve the dispute in an amicable manner, the parties may refer such a dispute for conciliation/adjudication. All disputes shall be settled in accordance with the provisions of Indian Arbitration and Conciliation Act 1996.

5.5 In case the matter is to be referred to the court, all issues arising out of this agreement shall be subject to the exclusive jurisdiction of the courts at Haldwani / Nainital and the parties hereby irrevocably submit to the jurisdiction of these courts.

5.6 The parties to this agreement shall not be liable to each other 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 "force-majure" such as riots, civil disturbance, wars, hostilities between nations, government rules, orders regulations, embargos, action by the government(s) or any agency thereof, or an act of God, storms, fires, accidents, strikes, sabotages, explosions, or other similar or different categories beyond the reasonable control of the parties to this agreement.

5.7 In the event that either party is wholly or in part, prevented or hindered from carrying out or in observing any of the terms or conditions of this agreement for any cause set forth hereinabove, such party shall give a written notice to the other party by the most expeditious



Registrar

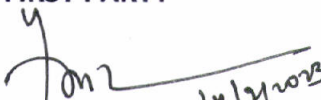
Uttarakhand Open University
Haldwani (Nainital)

means, as soon as possible, after the occurrence of the cause relied on, giving full particulars of the reason for such prevention or hindrances, and the party shall, in good faith, consult each-other and take necessary measures for resolution of the affairs so prevented or hindered.

5.8 Notwithstanding the notice to this effect and all the efforts to redress and improve the situation, so caused (as given in Para 5.1 and 5.2), if the situation cannot be brought back to normal operation stage, this contract shall stand discharged. In the event of such a situation, a proper public-notice thereof shall have to be given by the party, so affected.

In witness whereof the parties affix their signatures below on this.....^{15th} day of
.....⁰²..... 20²³.....

For **FIRST PARTY**


(Prakash Chandra)
Joint Director (Administration)
DRSTUAoA, Nainital
उत्तराखण्ड प्रशासन अकादमी
नैनीताल

For **SECOND PARTY**


(Dr. Rashmi Pant)
Registrar
Uttarakhand Open University
Haldwani (Mainital)
Uttarakhand Open University,
Haldwani

Witness:

 14/02/2023

1> Shri Sudhir Kumar,
Deputy Director,
DRSTUAoA, Nainital

2>

Name of the Organisation with Address



उत्तराखण्ड UTTARAKHAND

E 937493

MEMORANDUM OF UNDERSTANDING

For ACCIT-11 On-the-Job Training

This Memorandum of Understanding (M O U) sets out a general framework of co operation and networking between the Partners through which a climate of mutual trust, well being and understanding is established.

This M O U is signed on this 30th day of March 2012 at Haldwani, Distt: Nainital, Uttarakhand

BETWEEN

UTTARAKHAND OPEN UNIVERSITY, a University of Uttarakhand, State of India established under Uttarakhand Open University Act No. 23 of 2005 and also recognized by Distance Education Council, New Delhi existing at Unchapul, Haldwani, Distt Nainital, Uttarakhand (herein referred to as "University").

AND

M/s ASHOK LEYLAND Ltd, a Company duly incorporated under the Companies Act, 1956 having its Registered Office at Chennai (herein referred to as "Industry Partner") and one of its works at Plot No. 1, Sector 12 , IIE, SIDCUL, Pantnagar, Distt. Udham Singh Nagar.

WHEREAS:

- A. UNIVERSITY and ASHOK LEYLAND PANTNAGAR have already entered into an MOU for a six month Certificate Course in Technical Excellence(CCTE-10).

- B. To provide further employment opportunities to youths of Uttarakhand and to support Industries' skilled manpower requirements, ASHOK LEYLAND PANTNAGAR desires to collaborate with the UNIVERSITY to provide further training to upgrade technical skills of students.
- C. ASHOK LEYLAND PANTNAGAR & UNIVERSITY are desirous that the existing CCTE-10 pass students should undergo two and a half year "Advanced Certificate Course in Industrial Training-ACCIT-11"
- D. The said course is of two and a half year duration i.e. 5 semesters of six months each.
- E. University therefore proposes to associate the Industry Partner to provide necessary support in imparting this Advanced Certificate Course through Partnership model by providing on-the-job training to the students enrolled for this course.
- F. Both the parties herein being desirous of taking up a partnership project have decided to enter into this present MoU on a non-exclusive basis.

NOW, THIS AGREEMENT WITNESSETH AS FOLLOWS:

The University will recognize training center i.e. Smart Skills as its study center and the same will be governed by the policies governing study center (UOU policy enclosed)

• The Ashok Leyland will:

- a. Impart practical training to students in accordance with curriculum / syllabus requirements at its own premises or at vendor locations;
- b. Appoint a person for coaching and supervising the students during on-the-job training as per the schedule applicable;
- c. Extend technical support, if required, by sending in-house experts for teaching purpose, until necessary capacity is built within the University's collaborator Smart Skills;
- d. Provide support to students in terms of monthly stipend / lunch during on - the - job training as per Company norms.
- e. Provide on-the-job training to a minimum number of 300 of the aforementioned Course in a year. This figure may increase or decrease depending upon various factors and Company's discretion.

3. Course guidelines of ACCIT-11 are attached herewith as annexure "A", which will be part of MOU.



4. The Parties here to agree to enter into this M O U on a Principal-to-Principal basis and none of the Parties shall do or cause to be done anything derogatory to the reputation of the other.
5. None of the Parties will be held responsible for non- fulfillment of their respective obligations under this MOU due to the exigency of one or more of the force majeure events such as but not limited to acts of God, war, flood, earthquakes, strikes, lock-outs, epidemics, riots, civil commotions, etc., or for any other reason beyond the control of the Parties, provided on the occurrence and cessation of any such events, the Party affected thereby shall give a notice in writing to the other Party within one month of such occurrence of cessation. If the force majeure conditions continue beyond six months, the Parties shall jointly decide about the future course of action.
6. Time shall be the essence of this MOU and shall be effective from the date of signing of this presents for a period of three years and the Parties herein, upon mutual agreement, may extend the said period from time to time or may even curtail the same in between.

Lien on Employment:

Student trainee referred and sponsored by the University will have no lien for the permanent / temporary employment in the Company / Ashok Leyland Ltd., where he / she is undergoing on – the – job training. However, preference may be given depending upon their performance for engaging them against temporary nature of work as and when requirement arises and subject to vacancies. However, it will be at the sole discretion of the Industry Partner and any such employment, engagement in the Company / Ashok Leyland Ltd., will not be claimed as of right by either the University or by the person undergoing or having undergone the on – the - job training.

Status of the on – the – job trainee Vis a Vis the Company:

The on – the – job trainee(s) shall not have any lien of appointment, employment in the Company and at no point of time will be deemed to be an / the employee(s) of the Company and or on its rolls and records. Except for the stipend, lunch being provided during the course of the training, the trainee student referred, sponsored by the University shall not in any way or manner or for the purposes of applicable Labour Enactments be treated or deemed to be employees of the Company.



It is clearly understood that the persons sponsored or referred by the University for the on – the – job training are enrolled students of the University and will be referred for such training as part of their academic curriculum. Hence as student trainees they will not be amenable to or covered under the provisions of the Minimum Wages Act, 1948, the EPF and MP Act, 1952, the ESI Act, 1948, and other Enactments, otherwise applicable upon the Company. Neither the referred student trainees will be liable for taking, obtaining any benefits thereunder.

Signature of First Party



(Sudhir Budakoti)

Registrar

Uttarakhand Open University

Signature of Second Party



(Dr. Devendra Sharma)

Head – HR

Ashok Leyland Ltd.

Witness:

1-

2-

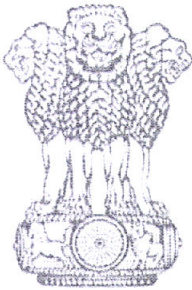


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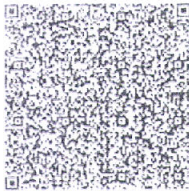
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Government of Uttarakhand

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Please write or type below this line


Registrar
Uttarakhand Ayurved University


Registrar
Uttarakhand Open University
Haldwani (Nainital)

Secretary, Dept.

Uttarakhand Open University, Haldwani (Nainital)
Uttarakhand Open University, Haldwani (Nainital)
Uttarakhand Open University, Haldwani (Nainital)
Uttarakhand Open University, Haldwani (Nainital)

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

UTTARAKHAND AYURVED UNIVERSITY, DEHRADUN

AND

UTTARAKHAND OPEN UNIVERSITY, HALDWANI

This Memorandum of Understanding (herein after referred to as 'MOU') entered on the _____ Day of _____ 2022 at Dehradun/Haldwani by and between:

UTTARAKHAND AYURVED UNIVERSITY, DEHRADUN (UAU), A State Government University situated at Harrawala, Dehradun hereinafter referred to as, The First Party (this expression includes its successors, executors and permitted assigns).

AND

UTTARAKHAND OPEN UNIVERSITY, HALDWANI (UOU), A State Government University situated at Teenpani Bye Pass Road, Haldwani hereinafter referred to as, The Second Party (this expression includes its successors, executors and permitted assigns).

PREAMBLE


WHEREAS, The First Party Uttarakhand Ayurved University (UAU) Dehradun offers courses/programs at undergraduate level and postgraduate level such as BAMS, MD/MS, PhD, etc. and is also engaged in research, design and development and consultancy in various fields such as Ayurveda, Herbal Medicine, Medicinal Plants, Biomedical Sciences, Clinical Studies, etc.

WHEREAS, The Second Party Uttarakhand Open University (UOU), Haldwani offers courses/programs at undergraduate level and postgraduate level such as BA, BSc, MA, MSc, PhD, etc. and is also engaged in research, design and development and consultancy in various fields such as Applied and Basic Sciences, Arts and Humanities, Management, Environmental Sciences, etc.

ARTICLE-I: SCOPE OF THE MOU

This MOU details the modalities and general conditions regarding collaboration between UAU Dehradun and UOU Haldwani for enhancing, within the two universities, the availability of highly qualified manpower in sciences without any prejudice to prevailing rules and regulations in UAU and UOU and without any disregard to any mechanism evolved and approved by the competent authorities of both the universities in so far as such mechanism applies to UAU and


Registrar
Uttarakhand Ayurved University


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Uttarakhand Open University
Haldwani (Nainital)

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UOU. The areas of cooperation including introduction of new courses can be extended through mutual consent.

ARTICLE-II: SCOPE OF ACADEMIC INTERACTION

Both UAU and UOU shall encourage interaction between the scientists, research fellows, research scholars, faculty members and students of both the organizations through the following arrangements:

- a) To provide opportunity of double degrees as per UGC guidelines, UOU will open a study Centre in the campus of UAU. UOU will offer admissions in various programs as per provisions;
- b) Joint certification of the programs designed and approved by the statutory bodies of both the University as per UGC guidelines to cater the needs of the prospective learners.
- c) Exchange of personnel through limited periods as mutually agreed upon;
- d) Sponsoring or supporting student projects / fellowships
- e) Sponsoring or supporting research projects which may be carried out, in whole, at UAU or at UOU or jointly in both Institutions.
- f) Organization of joint conferences and seminars;
- g) Practical training of UOU students at UAU and vice versa;
- h) Joint guidance of student projects in various areas such as Traditional Medicine, Herbal Medicine, Medicinal Plants, Biomedical Sciences, Clinical Studies, Environmental Sciences, Basic Sciences, Applied Sciences, and other areas of national interest at UAU and/or UOU on mutually agreeable terms as listed below:
 - i) If the student(s) are allotted a research supervisor from UOU faculty, a faculty member or research scientist at UAU may be appointed a co-research guide for a student registered for PhD/ Masters' degree at UOU in accordance with academic regulations formulated by UOU and / or University Grant Commission of India.
 - ii) If the student(s) are allotted a research supervisor from UAU faculty, a faculty member or research scientist at UOU may be appointed a co-research guide for a student registered for PhD/ Masters' degree at UAU in accordance with academic regulations formulated by UAU and / or competent body viz. National Commission for Indian System of Medicine (NCISM) (Ministry of AYUSH).
 - iii) The students will carry out their research work/ project at UAU and/or UOU depending on facilities and requirements.
 - iv) There will be no restrictions on the contents of the project dissertation and on publication of results of the same, subject to the condition that no Intellectual Property Rights can be secured for any part of the work which will be decided with mutual consent.
 - v) Both UAU and UOU will be free to independently carry out follow-up research on the project work conducted under this scheme.
 - vi) If the outcome of a project related to product development, Process, technology and design etc. which involves matter of secrecy and concern with security of the State and any of the two countries, the same will not be allowed for publication/printing in any form such as Electronically/ verbal etc. If the outcome of a project results into an


Registrar
Uttarakhand Ayurved University


Registrar
Uttarakhand Open University
Haldwani (Nainital)

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intellectual property, for which rights can be secured, it will be decided on case to case basis. Similarly, sharing of expenditure in securing such rights and income accrued through royalty, etc. by the parties under the law will be decided on case to case basis after mutual consultation.

ARTICLE-III: SHARING OF FACILITIES

- a) UAU and UOU shall make provisions to share their respective important R&D facilities/Lab facilities in order to promote academic and research interaction in the areas of cooperation. The faculty and research scholars/project fellows of both the organizations may be allowed to avail the research facilities with minimal cost (as decided by the concerned department of the university) or without any cost in the area of cooperation.
- b) UAU and UOU shall permit the exchange of software and other materials, technology and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions.
- c) UAU and UOU shall provide access to the library facilities to scientists, members of faculty and students as per the prevailing rules and norms in the respective institutes.

ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

- a) The collaborative programme between UOU and UAU shall be coordinated by a coordination committee appointed by the Vice Chancellors/ competent authorities of both the Institutions.
- b) Financial arrangements for each specific collaboration will be decided on a case to case basis and brought on record in each case after due approval from heads of both the Institutions.

ARTICLE-V: EFFECTIVE DATE AND DURATION OF MOU

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MoU shall be for a period of 10 years from the effective date.
- c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than six months by either party. However, termination of the MoU will not in any manner affect the interests of the students/research scholars/project fellows who have been admitted to pursue a programme under the MoU.
- d) Any clause or article of the MoU may be modified or amended by mutual agreement of UAU and UOU.

ARTICLE-VI: IPR

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MoU, shall be decided by the two parties by mutual consent.

ARTICLE-VII: CONFIDENTIALITY

During the tenure of the MOU both UAU and UOU will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MoU for any purpose other than in accordance with this MoU.

Both UAU and UOU shall bind their respective personnel who come into possession or knowledge of -any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.

Further both UAU and UOU shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

Confidential Information shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions. However confidential information shall not include any data or information which:

- (a) is or becomes publicly available through no fault of the receiving party,
- (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- (c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (d) is rightfully obtained by the receiving party from a third party or is in the-public domain
- (e) is disclosed with the written consent of the party whose information it is, or
- (f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.


ARTICLE-VIII: AMENDMENTS

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

ARTICLE-IX: RESOLUTION OF DISPUTES

- a) This agreement shall take effect and be construed in accordance with the Laws of India, Laws of Uttarakhand and be subject to the jurisdiction of the courts at competent courts in Uttarakhand or High Court of Uttarakhand.
- b) The dispute or difference whatsoever arises between PARTIES in relation to or in connection with this AGREEMENT both the parties shall first try to resolve the


Registrar
Uttarakhand Ayurved University


 4 | Page
Registrar
Uttarakhand Open University
Haldwani (Nainital)


dispute/difference amicably between them, failing which the matter shall be referred to and settled through arbitration. The arbitration proceedings shall be held in accordance with the provision of Indian Arbitration and Reconciliation ACT, 1996. The venue of arbitration shall be Dehradun or Haldwani and Language of arbitration shall be English.

ARTICLE-X: MISCELLANEOUS

- a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.
- b) Both UAU and UOU shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of the other party without the prior consent in writing of that other party.
- c) No failure to exercise and no delay in exercising, on the part of a Party, any right or remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.
- d) After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.


For and on behalf of
Uttarakhand Ayurved University


For and on behalf of
Uttarakhand Open University
Haldwani (Nainital)

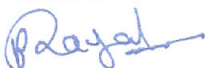

Name: 


Name: Professor P.D. Pant


Position: उपकुलसचिव (ग.)

Position: Registrar

Witnesses

1. 
Associate Professor
UOU, Haldwani
2. 


सहायक निदेशक
बागेश्वर

2. 
उपकुलसचिव UAU



सत्यमेव जयते



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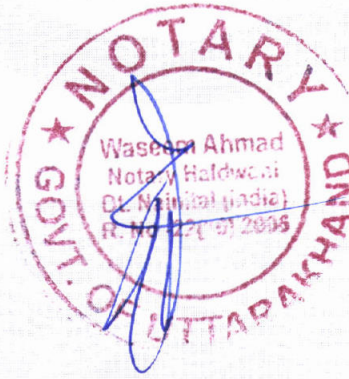
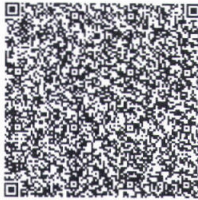
Government of Uttarakhand

Sunil Kumar Pant
Licence No. 16-3194
Notary Public
Haldwani

AND OPEN UNIVERSITY

e-Stamp

Certificate No. : IN-UK16028683431155W
Certificate Issued Date : 12-Apr-2024 12:20 PM
Account Reference : NONACC (SV)/ uk1256104/ HALDWANI/ UK-NT
Unique Doc. Reference : SUBIN-UKUK125610438816544460280W
Purchased by : REGISTRAR UTTARAKHAND OPEN UNIVERSITY HALDWANI
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : NA
Consideration Price (Rs.) : 0
(Zero)
First Party : REGISTRAR UTTARAKHAND OPEN UNIVERSITY HALDWANI
Second Party : NA
Stamp Duty Paid By : REGISTRAR UTTARAKHAND OPEN UNIVERSITY HALDWANI
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



REGISTRAR UTTARAKHAND OPEN UNIVERSITY HALDWANI REGISTRAR UTTARAKHAND OPEN UNIVERSITY HALDWANI

Please write or type below this line

Registrar
Uttarakhand Open University
Haldwani (Nainital)

REGISTRAR
Dr. B. R. AMBEDKAR OPEN UNIVERSITY
JUBILEE HILLS, HYDERABAD-500 033.

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority



MEMORANDUM OF UNDERSTANDING
For Academic Collaboration

BETWEEN

UTTARAKHAND OPEN UNIVERSITY
UTTARAKHAND
AND

DR. B. R. AMBEDKAR OPEN UNIVERSITY
HYDERABAD-500033

Registrar
Uttarakhand Open University
Haldwani (Nainital)

REGISTRAR
Dr. B. R. AMBEDKAR OPEN UNIVERSITY
JUBILEE HILLS, HYDERABAD-500 033.

This memorandum of Understanding (MoU) is made on the _____ day of _____, 2024



BETWEEN

Uttarakhand Open University, established by the Government of Uttarakhand in 2005 located at Behind Transport Nagar, Vishwavidyalaya Marg, Haldwani (Nainital), Uttarakhand through its Registrar, hereinafter referred to as "UOU" (which term shall so far as the context admits be deemed to mean and include its successors and assignees), as the party of the first part;

AND

Dr. B.R. Ambedkar Open University was set up on 26th August 1982 through an Act of the A.P. State Legislature (APOU Act 1982), located at Prof G Ram Reddy Marg, Road No:46, Jubilee Hills, Hyderabad-500033, Telangana State, India, through its Registrar, hereinafter referred to as "BRAOU", as the party of the second part;

PREAMBLE

WHEREAS both the Universities are established by state legislature having jurisdiction over the respective state boundaries have the mandate to cater to the education aspiration of the people of respective states.

AND WHEREAS both the Universities have developed high quality Self Learning Materials, Videos including e-text at the Postgraduate, Undergraduate, Diploma and Certificate level following the UGC regulations issued from time to time.

AND THEREFORE, both the parties hereto, have decided for academic collaboration in sharing of resources generated for teaching learning activities including e-resources and video tutorials for natural benefit of the learners as per the following mutually agreed guidelines:

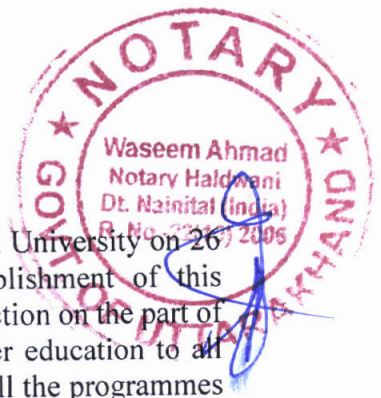
1. Description of both institutions:

Uttarakhand Open University (UOU) has been established by the Uttarakhand State Legislature (Act No. 23 of 2005) on 31.10.2005 with the aim of disseminating knowledge and skills through distance learning, using the flexible and innovative methods of education to ensure 'Independent Learning'. The Act aims at introduction and promotion of Open University and Distance Education Systems in the Educational Pattern of the State of Uttarakhand. Its mission are to make positive contribution to increase the Gross Enrolment Ratio (GER) in higher education; create a state-wide network of Skill Development Centers and Study Centers to reach out to all parts of the state and all segments of the society; create University-Industry interface in Skill-based education; and reach the unreached people residing in rural, remote and inaccessible regions of the State.

The University, initially known as Andhra Pradesh Open University, was set up on 26th August 1982 through an Act of the A.P. State Legislature (APOU Act 1982).


Registrar
Uttarakhand Open University
Haldwani (Nainital)


REGISTRAR
Dr. B. R. AMBEDKAR OPEN UNIVERSITY
JUBILEE HILLS, HYDERABAD-500 033.



Subsequently, the University was renamed as Dr. B.R.Ambedkar Open University on 26 October, 1991 by the Government of Andhra Pradesh. The establishment of this University, the first of its kind in India, heralded an era of affirmative action on the part of the Government of Andhra Pradesh to provide opportunities of higher education to all sections of society to meet the changing individual and social needs. All the programmes offered by the University are recognised by the University Grants Commission, New Delhi. The motto of the University is "EDUCATION FOR ALL". The new experiment in distance education led to the opening of the portals of higher education to a variety of potential students like housewives, farmers, skilled and unskilled labour, Jawans, Policemen, etc., who would otherwise not be able to acquire new skills and higher qualifications. The University is providing services to the student community through a wide network of 213 study centres spread across both Telangana & Andhra Pradesh States, including 23 regional co-ordination centres and 14 number of centres excluding for women students.

2. Objective:

The ultimate objective of the joint collaboration is to enhance relations between the two Universities and to develop academic and cultural interchange in the areas of education, research and other activities, agree to cooperate and work together towards the growth & development of higher education in the States.

To enhance relations between the two Universities and to develop academic and cultural interchange in the areas of education, research and other activities, agree to cooperate and work together towards the growth & development of higher education and Open and Distance learning System.

3. Areas of collaboration :

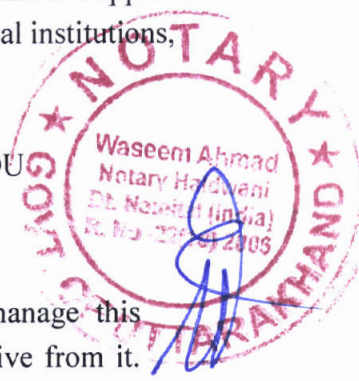
The parties will promote and cooperate in:

- i. Academic Exchange in the broad areas of mutual interest and related disciplines focusing blended and digital learning process.
- ii. R&D collaborations in the academic and ODL areas.
- iii. Assisting each other for the organization and / or participation in national and international symposia, conferences, specialized exhibitions and similar events taking place in the respective places.
- iv. Joint collaboration for promotion of OER and MOOCs
- v. Sharing technology for effective e-learning, m-learning and online student support services including evaluation of student's performance.
- vi. Sharing of self-learning materials, audio and video programmes, particularly e-learning resources, effective from the ' date of signing, which may be extended by mutual consultation and agreement.


Registrar
Uttarakhand Open University
Haldwani (Nainital)


REGISTRAR
Dr. B. R. AMBEDKAR OPEN UNIVERSITY
JUBILEE HILLS, HYDERABAD-500 033.

- vii. Sharing of best practices in the field of programme design, development and deliver.
- viii. Promotion of Skill Development Programmes to boost employment opportunities for our learners, particularly the under-privileged groups
- ix. Joint collaboration for Faculty Development Programme that will include classroom seminars and site visits which may include trips to Learner Support Centers, Regional Centers, historical places, museums, educational institutions, Non-Governmental Organizations (NGOs), villages, etc.
- x. Adoption and Adaption of Academic Programmes.
- xi. All other relevant activities of mutual interest to UOU and BRAOU



4. Administration:


- 4.1 The Authorized signatories of both UOU and BRAOU shall manage this Memorandum of Understanding (MoU) and all endeavors that derive from it. They (or their designated representatives) will be responsible for developing and carrying out a joint plan and submissions regular reports on the implementation of this MoU. Any activity proposed that does not fit into the general terms of this MoU will be formally incorporated as an addendum to the implementation plan to this MoU, provided the addendum of implementation plan is agreed to and signed by both parties.
- 4.2 For the purpose of facilitating the day-to-day implementation of this MoU, UOU and BRAOU agree to have regular communication and correspondence.
- 4.3 This MoU shall be effective and shall come into force upon signature of the authorized signatories of both the parties. It shall be subject to revision by written agreement between the two parties.
- 4.4 All the parties shall keep the respective communities informed of this MoU to draw benefits from it and to contribute towards its implementation in spirit and substance.

5. Co-ordination and Review:

UOU and BRAOU shall hereby appoint "Coordinators" in their respective Universities who shall be responsible for coordinating all communication and directions for the implementation and execution of the MoU.

6. Effective Date and Duration:

The MoU shall take effect from the date of execution hereof and shall remain valid for Five (05) years. The MoU unless extended by mutual written agreement of the parties shall expire five years after the date specified above. Either party shall have the right to unilaterally terminate this MoU upon 90 (ninety) days with prior written notice to the other party.


Registrar
Uttarakhand Open University,
Haldwani (Nainital)


REGISTRAR
Dr. B. R. AMBEDKAR OPEN UNIVERSITY
JUBILEE HILLS, HYDERABAD-500 033.



7. Financial Provisions:

Sharing of expenditure shall be determined by the parties on a project-by-project basis and will be incorporated by reference as an addendum to this MoU or additional implementation plans.

8. Termination / Amendment / Breakdown of MoU :

8.1 Either party may terminate this MoU by written notification signed by the appropriate authority of the institution initiating the notice. However, the other party must receive such notification at least six months prior to the effective date of termination.

8.2 In the event of disagreement on any of the terms and conditions of this MoU, the expenditure incurred by the parties would remain on 'As is Where is condition'. This would be decided on a project-by-project basis.

8.3 In case of termination of agreement it shall be binding on both the parties to protect the interest of the students already enrolled in the programme. The students taking courses as part of an exchange at the partner institution should be allowed to continue till they complete the semester/programme or till the students complete the permissible duration of the programme whichever is earlier.

9. Confidentiality & ownership

The parties shall ensure that no information/ document received from each other are made public without the formal approval of the partner.

10. Liability


The UOU shall not be held liable for any loss, damage, expense or any other liability caused on the part of BRAOU in connection with the services rendered under this MoU and Vice-versa.

11. Force Majeure

Neither of the parties hereto shall be liable for non-performance or delay in performance for causes due to force majeure. For the purpose of this MoU, force majeure is defined as cause beyond the control of the party affected including natural calamities, acts of terrorism, war and civil commotion etc.

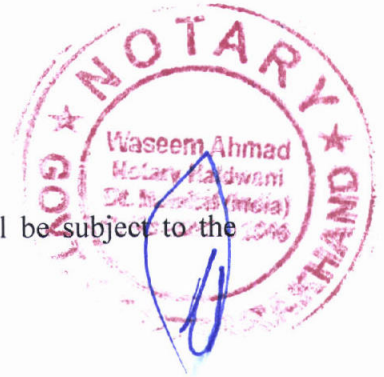
12. Dispute Redressal Mechanism

Any dispute arising out of this agreement shall be resolved through mutual consultation between both parties. In case of failure to resolve the dispute, all disputes, differences,


Registrar
Uttarakhand Open University
Haldwani (Nainital)


REGISTRAR
Dr. B. R. AMBEDKAR OPEN UNIVERSITY
JUBILEE HILLS, HYDERABAD-500 033.

claims and demands arising under or pursuant to this MOU shall be subject to the jurisdiction of Courts/Forums of Nainital.



13. Undertaking by UOU and BRAOU:

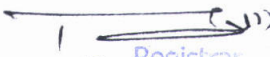
13.1 The parties hereto undertake to work closely and cooperate in the implementation of this MoU and to endeavor to resolve disputes arising between them in relation to this MoU by amicable means. Should this not be possible because of irreconcilable differences, this MoU may be terminated by mutual consent of the two parties.

13.2 The parties to this MoU or their authorized representatives acknowledge having read and understood the MoU and agree to remain bound by its terms and conditions.

14. Intellectual Property Rights:

Intellectual Property developed by the joint efforts would be the joint property of the Parties. Any financial benefits or otherwise arising thereon would be shared proportionately by the parties in consonance with the efforts / inputs given by them.

The undersigned, being duly authorized thereto, have signed this Memorandum of Understanding in two original copies in English at the place and on the date indicated below:


Registrar
Uttarakhand Open University
(UOU), Haldwani

Witness 1:




Witness 2:

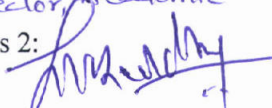


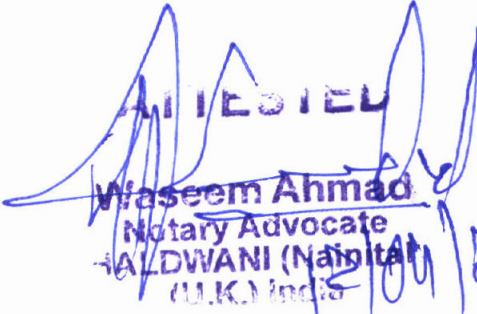

Registrar
Dr. B.R. Ambedkar Open University
(BRAOU), Hyderabad

Witness 1:


(G. PUSHPA CHAKRAPANI)
Director, Academic

Witness 2:


(L. VIJAYA KRISHNA REDDY)
Director, L.S.B.


Waseem Ahmad
Notary Advocate
HALDWANI (Nainital)
(U.K.) India



COMMONWEALTH of LEARNING
**Commonwealth Educational
Media Centre for Asia**

Ref: 05-01-085/CRS-Ayush
Dated- March 30, 2021

C21-277

To,
MoU- Nodal Officer,
Uttarakhand Open University,
Haldwani,
Nainital,
Uttarakhand- 263139

E-mail: durgeshpant@gmail.com

Sub: Engaging Community Radio Stations for Information, Education and Communication campaign (IEC): 'International Yoga Day 2021' sponsored by the Ministry of Ayush, Govt. of India.

Dear Sir/Madam,

Greetings from Commonwealth Educational Media Centre for Asia (CEMCA), New Delhi.

The Ministry of Ayush, Govt of India has initiated a Project for 'International Yoga Day 2021' under Information, Education and Communication campaign (IEC). It aims to popularize the yoga practices among local communities at large through Common Yoga Protocol. CEMCA has been engaged by the Ministry to organize and coordinate the activities related to the campaign.

In this regard, CEMCA seeks to engage your esteemed Community Radio Station for the following activities:

1.0 Statement of Work

The CRS is required to:

- 1.1 Play the Jingle at least two times every day from April 01 to June 21, 2021.
- 1.2 Broadcast the 10 minutes of Audio Programme, minimum twice in a day from April 01 to June 21, 2021.
- 1.3 CEMCA will provide the Audio programme and Jingle in Hindi and script both in Hindi and English.
- 1.4 Translate the programme into local regional language, if required.
- 1.5 Promote enrolment in the Yoga Volunteer Courses through your community media also like Facebook and WhatsApp for mass enrolment.

7/8, Sary Priya Vihar, New Delhi-110 016, India
Phone: +91-11-26537146, 26537148 Fax: 91-11-26537147
Email: admin@cemca.org; dtetri@col.org Website: <http://www.cemca.org>

Commonwealth Educational Media Centre for Asia

- 1.6 Collect data from listeners every month (for the above three months period) who enrolled in the yoga courses using CEMCA's questionnaire.
- 1.7 Enter all data every day in the Google spread sheet provided by CEMCA or create your own Excel Sheet. Further, upload the data sheet and photographs in the Google Drive Folder on weekly basis; and also inform us post uploading. Google Drive Folder will be provided by CEMCA.
- 1.8 Submit report every month as per the following schedule:
 - April 2021 Report: by May 07, 2021
 - May 2021 Report: by June 07, 2021
 - Final consolidated Report: by June 30, 2021

2.0 CEMCA Contact points

The CEMCA staff members with whom you should liaise on matters related to this contract are Dr. Manas Ranjan Panigrahi, Senior Programme Officer (mpanigrahi@col.org) and Ms. Monica Sharma, Programme Assistant (msharma@col.org).

3.0 Deliverables and Timeframe

The above support begins immediately on signing the contract with the following deliverables and timelines:

- 3.1 Upload in the google drive folder the **broadcast time schedule** and intimate CEMCA.
- 3.2 Submit the **brief report** to CEMCA as per clause 1.8.
- 3.3 Submit the **listeners' bites exemplifying success stories** to CEMCA at the end of the programme by June 30, 2021.
- 3.4 Submit the complete **data of survey form and recorded calls and responses received** from listeners along with the **final report** of the programme to CEMCA by June 30, 2021.

4.0 Fees and Invoices

- 4.1 CEMCA will provide a sum of Rs.60,000/- (Rs. Sixty thousand only) for the broadcast and activities related to the programme.
- 4.2 CEMCA will also provide an additional sum of Rs. 4,000/- (Rs. Four Thousand only) for the data management and translation of the programme in the regional language, if required.
- 4.3 50% of the total amount i.e. Rs. 32,000/- will be paid as an advance after signing the contract and on submission of an invoice. The final instalment of balance Rs. 32,000/- will be paid after satisfactory completion of the activities and submission of all the reports and deliverables by June 30, 2021.

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- 8 -

Commonwealth Educational Media Centre for Asia

- 4.4 The invoice(s) shall contain the contract number, the name and address of the consultant and the fee as determined above under the contract. The Consultant's bank name, along with account name, account number and bank IFSC code is required to facilitate the direct transfer of funds to the consultant's bank account.
- 4.5 The format of the invoice is attached to facilitate the process. The invoice may be prepared on your invoice format, letterhead or on a plain paper.
- 4.6 Once the signed contract is returned to you, please courier hard copy of the invoice also mailing us an ecopy intimating the courier number of the invoice.
- 4.7 If CRS fails to perform the tasks specified in the Statement of Work and deliverables within the time period(s) specified in the contract, CEMCA/COL reserves the right to amend the contract and consider payment as per clause 7.2 at its discretion. If the CRS does not deliver, they will have to refund entire amount with interest @2% per month immediately.

5.0 Copyright and Intellectual Property

- 5.1 In consideration of the contract, the CRS agrees to assign to CEMCA/COL any copyright arising from the works produced while executing the Contract. However, the CRS may be permitted to use the materials produced from the programme for non-commercial purposes.
- 5.2 The CRS hereby acknowledges that:
 - 5.2.1 CEMCA/COL reserves the right to publish the report prepared herein; and
 - 5.2.2 CEMCA/COL may circulate the audio modules and report to users of choice, including posting in CEMCA/COL's World Wide Web site.
- 5.3 This contract will be in conformity with COL's IPR Policy.

6.0 Liability and Insurance

- 6.1 CEMCA/COL does not assume any liability for any injuries or damage incurred during the assignment.
- 6.2 CEMCA/COL assumes no responsibility whatsoever for insurance.

7.0 Termination

- 7.1 CEMCA/COL may, by written notice, terminate all or part of this Contract or suspend the performance of all or part of this Contract. The termination or suspension shall take effect on the date stipulated in the notice from CEMCA/COL.
 - 7.2 As a result of termination or suspension, the CRS shall have no claim against CEMCA/COL other than payment for hours actually and reasonably put by the agency in the development of the product until the termination or suspension.
- Q5

Commonwealth Educational Media Centre for Asia

8.0 Confidentiality

- 8.1 Any information of a character confidential to the affairs of CEMCA/COL, to which the CRS becomes privy as a result of the work performed during this project, shall be treated as confidential.

9.0 Assignment

- 9.1 The CRS may not assign or sub-license this contract.


To indicate your acceptance of this task and the associated terms and conditions, please initial each page and sign the last one of this letter, where indicated, and return me a copy by mail.

Sincerely yours,



(Dalip Kumar Tetri)
Advisor, Admn. & Finance


Dated: April 20, 2021



(Name and Sign of Authorised Person)

Dated: 19/04/2021

Witness



19/04/21

Dr. Ashutosh Kumar Bhatt
Associate Prof.
School of Computer & IT



सत्यमेव जयते



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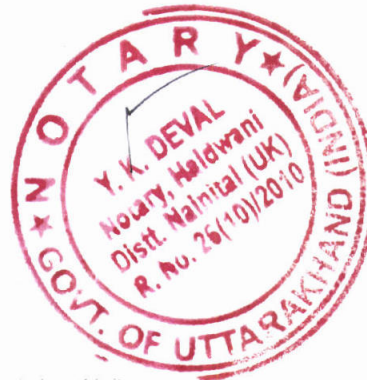
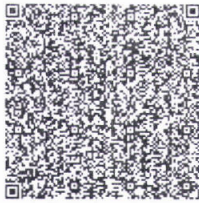
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Government of Uttarakhand




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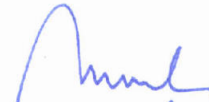
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Certificate Issued Date : 03-May-2024 09:56 AM
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Unique Doc. Reference : SUBIN-UKUK131220444745808961500W
Purchased by : DAV PG COLLEGE DEHRADUN
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : NA
Consideration Price (Rs.) : 0
(Zero)
First Party : REGISTRAR UTTARAKHAND OPEN UNIVERSITY HALDWANI
Second Party : DAV PG COLLEGE DEHRADUN
Stamp Duty Paid By : DAV PG COLLEGE DEHRADUN
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



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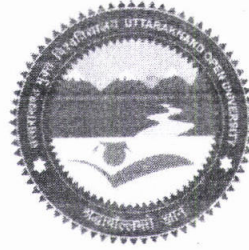

03/05/2024

Registrar
Uttarakhand Open University
Haldwani (Nainital)


31/5/24.

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2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

UTTARAKHAND OPEN UNIVERSITY (UOU), HALDWANI

AND

DAV (PG) COLLEGE, DEHRADUN

This Memorandum of Understanding (herein after referred to as 'MoU') entered on the 3rd Day of May 2024 at Haldwani / Dehradun by and between:

UTTARAKHAND OPEN UNIVERSITY (UOU), HALDWANI,
UTTARAKHAND
(Brief Introduction)

Uttarakhand Open University, a University of Uttarakhand state of India established under Uttarakhand Open University Act No.23 of 2005 and also recognised by Distance and Education Bureau of University Grant Commission, existing at Transport Nagar, Haldwani, Dist. Nainital, Uttarakhand (hereinafter referred to as University or UOU, which expression shall, unless repugnant to or inconsistent with the context, mean and include any successor or permitted assignees) of the first party.

The Uttarakhand Open University (UOU) has the aim of disseminating knowledge and skills through distance learning, using the flexible and innovative methods of education to ensure 'independent learning' of its learners as beneficiaries. The University uses novel educational programmes, various modes of communication technology and contact sessions to make distance learning more effective. The major objective of the University is to cater to the educational needs of the target groups to create skilled and knowledge based human resource for speedy upliftment and development of the state. The University aims to impart quality education by maintaining high academic standards. For this purpose, it has radically reoriented itself in view of the rapid changes in the sphere of professional and technical education and has developed a number of new and innovative self-employment/employment oriented courses of study. Uttarakhand Open University is especially focusing on the educational needs of women, the tribals and other marginalized sections. It has extended its reach to most distant and difficult places and has made its presence felt even in the remotest corners of the state. It has signed MoU's with

various providers with the sole aim of sharing resources and knowledge for the benefit of the people. The vision of the University is to provide the most critical components of growth, through quality higher education, to the state of Uttarakhand. UOU offers its programmes through 100+ Study Centres established at different locations in the state under eight Regional Centres at Dehradun, Roorkee, Pauri, Uttarkashi, Ranikhet, Bageshwar, Haldwani and Pithoragarh. The University has also signed Memorandum of Understanding with several leading research institutions, companies and professional bodies for the benefit of its Learners.

hereinafter referred to as UoU as First Party.

AND

DAV (PG) COLLEGE, DEHRADUN

DAV (PG) College, Dehradun, established in 1947, is an affiliated college of HNB Garhwal (Central) University, Srinagar, Garhwal (Uttarakhand), having its premises at Karanpur, Dehradun (Uttarakhand), having 2(f) and 12B status of UGC. Presently, it is one of the most famous premier institutions of Northern India after independence and the biggest college of Uttarakhand State with 12400 student's strength. The mission of the college is to impart quality education to its students and to make them qualified, committed and compensate individuals as under:

1. Developing well qualified individuals
2. Imparting latest knowledge to students
3. Transformation of highly energetic and young students into skilled and professionally groomed humans
4. Providing an environment for socially relevant and community-oriented research in the field of social sciences, physical sciences, biological sciences, commerce, law and education.
5. Inculcate the spirit of team work, social work and commitment towards environmental issues.
6. Respect cultural diversity and promote national integration.

hereinafter referred to as College or DAVPGC as Second Party.

PREAMBLE

WHEREAS, The First Party Uttarakhand Open University (UOU), Haldwani offers courses / programs at undergraduate and postgraduate level such as BA, BSc, BCom, MA, MSc, M Com, MBA, PhD, etc. and is also engaged in research, design and development of courses and consultancy in various fields such as Applied and Basic Sciences, Arts and Humanities, Management, Environmental Sciences, etc.

WHEREAS, the Second Party, DAV (PG) College, Dehradun comprises five faculties viz. Science, Arts, Commerce, B.Ed. & Law having total twenty one disciplines viz. Botany, Chemistry, Mathematics, Physics, Statistics, Zoology, Commerce, Drawing and Painting, Education, English, Economics, Geography, Hindi, History, Political Science, Psychology, Sanskrit and Sociology as 18 subjects with undergraduate and

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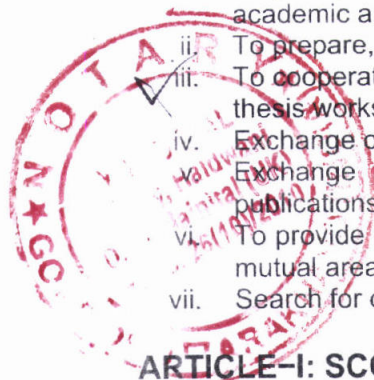
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postgraduate courses (B.A., B.Sc. & B.Com. and M.A., M.Com. and M.Sc.) as well as 3 disciplines namely Music, B.Ed. and Law with batcher courses, wherein all post graduate departments also run Ph.D. programmes. The college is also a recognized study centre of Indira Gandhi National Open University (IGNOU), New Delhi. The research projects of UGC, CSIR, DST, ISRO, ICSSR, New Delhi, and UCOST, Dehradun and UCB, Haldi, U S Nagar, FIST/ DST have been undertaken in different disciplines and are being successfully run by the eminent faculties in the college campus. There has been a long glorious record of the college in different programmes like Sports, Rovers and Rangers, NCC and NSS etc. The college is also accredited by NAAC, an autonomous body of UGC. The aims of the second party i.e. college are to (i) foster academic excellence through innovative teaching methods, (ii) provide holistic education focusing on character building and ethical values, (iii) encourage research and critical thinking skills among students and (iv) ensure student's overall development through extracurricular activities and community engagement. The overall functions of the second party i.e. college are to achieve (a). academic excellence, (2). research advancement (3). holistic development and (4). community engagement through quality academics and research.

STATEMENT OF PURPOSE OF MoU INCLUDING OBJECTIVES

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- i. To jointly organize conferences, workshops, seminars etc. in mutual areas of academic and research interests.
 - ii. To prepare, submit and conduct joint research and development projects.
 - iii. To cooperate and support in individual projects at post graduate level and Ph.D. thesis works on mutual basis.
 - iv. Exchange of researchers and students.
 - v. Exchange of information, teaching materials, technological and scientific publications.
 - vi. To provide opportunities to faculty members and researchers to give lectures in mutual areas of interest.
 - vii. Search for opportunities to collaborate in the future.

ARTICLE-I: SCOPE OF THE MOU

This MoU details the modalities and general conditions regarding collaboration between first party (UOU, Haldwani) and second party (DAV (PG) College, Dehradun) for enhancing, within the two Institutions, the availability of highly qualified manpower in sciences/ humanities/ commerce/ management/ B.Ed. and other faculties as applicable without any prejudice to prevailing rules and regulations in **UOU (first party)** and **DAV (PG) College, Dehradun (second party)** without any disregard to any mechanism evolved and approved by the competent authorities of both parties in so far as such mechanism applies to both parties i.e. **UOU, Haldwani** and **DAV (PG) College, Dehradun**. The scope of the MoU i.e. areas of cooperation under the current MoU will be as under:

- a) **Collaboration for Quality in Education:** To work for enhancement in teaching-learning experiences of learners and students for betterment/ quality in all spheres of education under the joint coverage of various disciplines,
- b) **Resource Sharing:** Share academic resources such as faculty expertise, research materials, and infrastructure to enhance educational offerings and student support services and

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- c) **Coordination Among Ongoing Programmes:** To initiate as well as promote and coordinate research and development projects and different extension programmes including training/ demonstration etc.

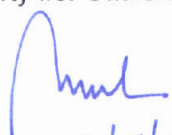

ARTICLE-II: SCOPE OF ACADEMIC INTERACTION

UOU, Haldwani (First Party) and **DAV (PG) College, Dehradun (Second Party)** shall encourage interaction between the learners, students, research scholars and faculty members of both parties through the following arrangements:

- a) For the successful implementation of NEP-2020, both parties will provide opportunity to their respective learners and students, for skill development and value addition in their programs offered by UOU as well as DAV(PG) College, Dehradun as per prevailing UGC Regulation and NEP-2020 framework/ guidelines.
- b) Both parties will take necessary initiative for mutually promoting quality education and research among the learning communities/ students.
- c) Both parties shall take measures, which are likely to accelerate the process of the overall personality development of learners and students by way of using advancement in humanities, commerce, science and technology through organization of joint trainings, skill developments, conferences, workshops and seminars etc. at each other's campuses.
- d) Both parties will support the guidance of project work of learners and students in various areas such as sciences/ humanities/ commerce etc. at UG/PG/Ph.D. levels as applicable and other areas of mutual interest

ARTICLE-III: SHARING OF FACILITIES

- a) Both parties shall make provisions to mutually share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.
- ✓ b) The faculty and research scholars/ project fellows of both parties will be allowed to avail the research facilities without any cost (totally free of cost) or with minimal cost (as decided by the concerned department and competent authorities) in the area of mutual cooperation.
- b) Both parties shall permit the exchange of software and other materials, technology and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions.
- c) Both parties shall provide access to the library facilities to faculty and students/ learners as per the prevailing rules and norms in the respective campuses.
- d) The First Party agrees to provide space and required facilities to conduct on-campus trainings/ workshops/ seminars/ conferences and internship etc. for their UG/PG students/ learners/ research scholars in their respective areas of specialization to Second Party on terms and conditions as mutually agreed and vice-versa.
- e) Services of the expertise in 4 faculties and 18 subjects available with the second party i.e. DAV(PG) College, Dehradun, wherever and whenever needed, can be utilized by the first party i.e. Uttarakhand Open University, Haldwani for guidance



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of postgraduate and doctoral students/ learners on mutually agreed terms and conditions and vice versa.

- f) The experts/ faculties of both parties will provide training to the students/ learners and research scholars of each other in their areas of specialization on mutual understanding and will visit respective campuses for providing trainings, attending meetings, and guest/ invited lectures on mutual understanding basis.
- g) Both parties may/ will apply for collaborative R&D Projects for funding along with submitting applications to different national and state level funding agencies and other sponsors for financial support including Corporate Social Responsibility (CSR) funding to jointly organize scientific workshop/ symposia /training programmes & courses/ conferences in the areas of mutual interest.

ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

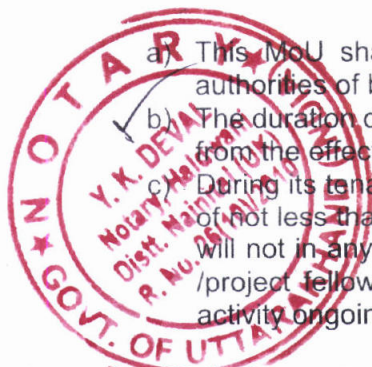
- a) The collaborative programmes between both parties shall be coordinated by a coordination committee, to be appointed/ approved by the competent authorities of both the Institutions, on case-to-case basis.
- b) The Coordination Committee will consist of minimum one member from each organization, to be appointed by first party through Vice Chancellor, Uttarakhand Open University, Haldwani (UK), and execution authority of the second party i.e. Principal, DAV(PG) College, Dehradun.
- b) Financial arrangements for each specific collaboration will be decided on a case to case basis and brought on record by Coordination committee in each case after due approval from competent authorities of both the Institutions.

ARTICLE-V: EFFECTIVE DATE AND DURATION OF MoU

- a) This MoU shall be effective from the date of its approval by competent authorities of both parties.
- b) The duration of the MoU shall be initially for a period of three years (03 years) from the effective date i.e. date of signing of the MoU.
- c) During its tenancy, the MoU may be extended or terminated by a prior notice of not less than six months by either party. However, termination of the MoU will not in any manner affect the interests of the learners /research scholars /project fellows/ students, who have been a part of any coordinated/ joint activity ongoing under the preview of MoU.

ARTICLE-VI: INTELLECTUAL PROPERTY RIGHTS (IPR)

- a) All credits and benefits for collaborative work including the Intellectual Property (IP) generated during the tenancy of project/ joint work would be equally shared between both parties i.e. both parties shall be the joint owners of this IP.
- b) Intellectual Property Rights (IPRs) regarding publications, patents, royalty, ownership of software/ design/ product developed etc. under the scope of this MoU, shall be decided by the two parties by mutual consent as per requirement.
- c) There will be no restrictions on the contents of the project dissertation and on publication of results of the same, subject to the condition that no Intellectual Property Rights (IPRs) can be secured for any part of the work, which will be decided with mutual consent.



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ARTICLE-VII: CONFIDENTIALITY

- a) During the tenure of the MoU both parties will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MoU for any purpose other than in accordance with this MoU, without violating provisions of RTI Act.
- b) Both parties shall bind their respective personnel, who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this MoU.
- c) Further both parties shall put in place adequate and reasonable measures to keep and store confidential information secure to prevent any unauthorized use.

ARTICLE-VIII: AMENDMENTS

- a) This MoU would be reviewed by both parties as and when required.
- b) Any clause or article of the MoU may be modified or amended by mutual agreement of both parties.
- c) Any amendment and/or addenda to the MoU shall be in writing and signed by both parties hereto and shall only after such execution be deemed to form part of the MoU and have the effect of modifying the MoU to the extent required by such amendment or addenda.
- d) This MoU shall be deemed to have been automatically rescinded after the expiry of the MoU period, unless renewed for any further period as per mutually agreed upon terms at a later stage.

ARTICLE-IX: RESOLUTION OF DISPUTES

- a) This agreement shall take effect and be construed in accordance with the Laws of India, Laws of Uttarakhand and be subject to the jurisdiction of the courts at competent courts in Uttarakhand or High Court of Uttarakhand.
- b) The dispute or difference, whatsoever arises between both parties in relation to or in connection with this MoU, both parties shall first try to resolve the dispute/ difference amicably between them through joint meetings/ discussions, failing which the matter shall be referred to and settled through arbitration.
- c) The matter thereafter would be settled by referring to Arbitration Committee comprising of a member nominated each by two parties and one member will be jointly nominated by two parties with mutual consent.
- d) The arbitration proceedings shall be held in accordance with the provision of Indian Arbitration and Reconciliation Act, 1996. The venue of arbitration shall be Haldwani or Dehradun (to be decided mutually) and language of arbitration shall be English.

ARTICLE-X: MISCELLANEOUS

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- The headings and sub-headings are inserted for convenience only and shall not affect the construction of this MoU.
- Both parties shall not, during the term of this MoU directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing to other party.
- After this MoU has been signed, all preceding understandings/ negotiations and correspondence pertaining to it, shall become null and void.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

For and on behalf of
Uttarakhand Open University
(UOU), Haldwani

Name: Prof. P.D. Pant
Position: Registrar
Uttarakhand Open University (UOU),
Haldwani

For and on behalf of
DAV(PG) College, Dehradun

Name: Prof. Sunil Kumar
Position: Principal,
DAV(PG) College, Dehradun
Principal
D.A.V. (P.G.) College
Dehradun (Uttarakhand)

Witnesses

1. Dr. H.C. Joshi
Associate Professor &
Programme Coordinator
Dept. of Forestry & Env. Sc
UOU, Haldwani

1. Prof. Prashant Singh
Convener
UGC Committee
Department of Chemistry
DAV(PG) College, Dehradun

2. Dr. Kristina Kumar Tamba
Assistant Professor (Ac)
Dept. of Forestry &
Env. Science UOU
Haldwani

2. Prof. H S Randhawa
Convener
Collaboration Committee
Department of English
DAV(PG) College, Dehradun

Yogesh Kumar Beval
Notary, HALDWANI
Distt. Nainital (UK) India



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INDIA NON JUDICIAL

Government of Uttarakhand

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सहमति अनुबन्ध पत्र (MOU)

उत्तराखण्ड मुक्त विश्वविद्यालय, हल्द्वानी
 तथा
 देव संस्कृति विश्वविद्यालय, हरिद्वार के बीच

Bowyer.

Baldau Dewangan
 Registrar

Pat
 Registrar

Uttarakhand Open University

Dev Sanskriti Vishwavidyalaya
 Gayatrikunj- Shantikunj, Haridwar- 249411

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अकादमिक, शोध व प्रसार के उद्देश्य से किया जाने वाला सहमति अनुबन्ध पत्र (MOU)

1. पक्षकार

इस सहमति अनुबन्ध पत्र में निम्न दो पक्षकार होंगे

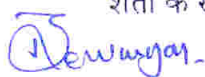
- i. उत्तराखण्ड मुक्त विश्वविद्यालय, हल्द्वानी
- ii. देव संस्कृति विश्वविद्यालय, हरिद्वार

2. उद्देश्य

- 2.1. इस सहमति अनुबन्ध पत्र का उद्देश्य योग विषय के सैद्धान्तिक तथा व्यावहारिक अध्ययन, योग में शोध, योग में प्रसार गतिविधियों (सेमिनार, वेबिनार, संगोष्ठी इत्यादि) का संयुक्त रूप से आयोजन करना।
- 2.2. इस संदर्भित अनुबन्ध पत्र के अन्तर्गत दोनों संस्थाओं के शोधार्थी, विद्यार्थी तथा अध्यापक पूर्व सहमति एवं पूर्व निर्धारित कार्यक्रम के अन्तर्गत एक दूसरे संस्थान की अकादमिक तथा शोधपरक विशेषज्ञता का लाभ उठा सकते हैं।
- 2.3. अन्य कार्य जो आपसी सहमति से किये जा सकेंगे –
 - A. संयुक्त शोध परियोजनाओं पर कार्य।
 - B. संयुक्त अकादमिक परियोजना पर कार्य।
 - C. संयुक्त परामर्शदाता के रूप में कार्य।
 - D. एक-दूसरे की अध्ययन सामग्री का उपयोग।
 - E. एक-दूसरे के पुस्तकालय संसाधनों का उपयोग।
 - F. योग के विद्यार्थियों के क्रियात्मक अभ्यास के संयुक्त कार्यक्रम।
- 2.4. आपसी सहयोग के अन्य बिन्दु दोनों पक्षों की लिखित सहमति से बढ़ाये जा सकते हैं।
- 2.5. इस सहमति अनुबन्ध पत्र का उद्देश्य दोनों पक्षकारों की संस्थाओं के बीच अकादमिक दृष्टि से शोध, अध्ययन, क्रियात्मक कार्यक्रमों इत्यादि को आपसी सहमति से तथा आपसी हित के लिए करना है।
- 2.6. दोनों ही पक्ष इस सहमति अनुबन्ध पत्र के अन्तर्गत एक-दूसरे के प्रति विधिक रूप से कोई दायित्व उत्पन्न नहीं करेंगे।

3. अवधि

- 3.1. यह सहमति अनुबन्ध पत्र दोनों पक्षों के द्वारा हस्ताक्षरित होने की तिथि से तीन वर्ष की अवधि के लिए मान्य होगा।
- 3.2. दोनों पक्ष आपसी सहमति से तीस दिनों की पूर्व सूचना देकर इस सहमति अनुबन्ध पत्र को समाप्त कर सकते हैं।
- 3.3. तीन वर्ष की अवधि समाप्त होने के उपरान्त इस सहमति अनुबन्ध पत्र को पुनः इन्ही शर्तों अथवा नई शर्तों के साथ हस्ताक्षरित कर लागू किया जा सकता है।



Baldau Dewangan
Registrar
Dev Sanskriti Vishwavidyalaya
Gayatrikunj- Shantikunj, Haridwar- 249411


Registrar

Uttarakhand Open University
Haldwani (Nainital)

4. अन्य शर्तें

- 4.1. यदि सहमति अनुबन्ध पत्र के अन्तर्गत कोई विवाद उत्पन्न होता है तो वह विवाद दोनों संस्थाओं के कुलसचिवों की बैठक कर निस्तारित किया जायेगा तथा सामान्यतः किसी भी स्थिति में कोई भी विवाद न्यायालय में नहीं ले जाया जायेगा।
- 4.2. यह सहमति अनुबन्ध पत्र को दो मूल प्रतियों में बनाया जायेगा तथा दोनों ही पक्षकार इस सहमति अनुबन्ध पत्र की एक-एक मूल प्रति अपने अभिलेख में रखेंगे।

दोनों पक्षों के द्वारा हस्ताक्षर -

देव संस्कृति विश्वविद्यालय, हरिद्वार

कुलसचिव *Baldev Dewangan*
(कल 273 देवान)
दिनांक - *Baldev Dewangan*
Registrar
Dev Sanskriti Vishwavidyalaya
Gayatrikunj- Shantikunj, Haridwar- 249411

गवाहों की उपस्थिति

नाम- *Dr. Shikha Datta*
पदनाम - *Dr. Shikha Datta*
दिनांक - *30.09.2022*

उत्तराखण्ड मुक्त विश्वविद्यालय, हल्द्वानी

कुलसचिव *Dr. P. K. Singh*
निदेशक 'सीका' *30/9/22*
दिनांक - *30/9/22*
Registrar
Uttarakhand Open University
Haldwani (Nainital)

नाम- *Dr. Manu Prakash Joshi*
पदनाम - *समन्वयक, योजना विभाग*
दिनांक - *30/9/22*

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

UTTARAKHAND OPEN UNIVERSITY, HALDWANI

AND

HIMALAYAN ENVIRONMENTAL STUDIES AND CONSERVATION ORGANISATION
(HESCO)

This Memorandum of Understanding (herein after referred to as 'MOU') entered on the 26th Day of September 2022 at Haldwani/ Dehradun by and between:

UTTARAKHAND OPEN UNIVERSITY HALDWANI, UTTARAKHAND

(Brief Introduction)

Uttarakhand Open University, A University of Uttarakhand state of India established under Uttarakhand Open University Act No.23 of 2005 and also recognised by Distance and Education Bureau of University Grant Commission, existing at Transport Nagar, Haldwani, Dist Nainital, Uttarakhand (hereinafter referred to as University or UOU which expression shall, unless repugnant to or inconsistent with the context, mean and include any successor or permitted assignees) of the first party

AND

Himalayan Environmental Studies and Conservation Organization (HESCO), an organization registered under the society registration act 1860 situated at **Shukulapur, Dehradun** herein after referred to as, the second party (this expression includes its successors, executors and permitted assigns).

PREAMBLE

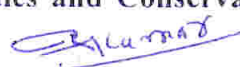
WHEREAS, The First Party Uttarakhand Open University (UOU), Haldwani offers courses/programs at undergraduate and postgraduate level such as BA, BSc, BCom, MA, MSc, MCom, MBA, PhD, etc. and is also engaged in research, design and development of courses and consultancy in various fields such as Applied and Basic Sciences, Arts and Humanities, Management, Environmental Sciences, etc.

WHEREAS, The Second Party **Himalayan Environmental Studies and Conservation Organization (HESCO)**, is a core group of Department of Science and Technology for delivery of knowledge and technology and works in environmental research, science communication, research and development of rural technologies, livelihood promotions, development of rural community, rural business management, science of nature, resource education and management etc.

ARTICLE-I: SCOPE OF THE MOU

This MOU details the modalities and general conditions regarding collaboration between UOU Haldwani and **Himalayan Environmental Studies and Conservation Organization**

Registrar
Uttarakhand Open University
Haldwani (Nainital)


Himalayan Environmental Studies
and Conservation Organisation
Village-Shukulapur, P.O. Ambiwala
Distt-Dehradun

(HESCO), Dehradun for enhancing, within the two Institutions, the availability of highly qualified manpower in sciences/humanities/social sciences/management/Computer science & IT/Law /Vocational studies and other faculties of UOU as applicable without any prejudice to prevailing rules and regulations in UOU and **Himalayan Environmental Studies and Conservation Organization (HESCO), Dehradun** and without any disregard to any mechanism evolved and approved by the competent authorities of both the universities/Institutions insofar as such mechanism applies to UOU and **HESCO, Dehradun**. The areas of cooperation including introduction of new courses, opening of study center of UOU at the premises of **Himalayan Environmental Studies and Conservation Organization (HESCO), Dehradun** can be extended through mutual consent.

ARTICLE-II: SCOPE OF ACADEMIC INTERACTION

UOU and **Himalayan Environmental Studies and Conservation Organization (HESCO), Dehradun** shall encourage interaction between the scientists, research fellows, research scholars, faculty members and students of both the organizations through the following arrangements:

- a) For the successful implementation of NEP-2020 both the institutions will provide opportunity to the learners for skill development and value addition in their programs offered by UOU as per UGC regulation and guidelines with the approval of statutory bodies of the university and the HESCO
- b) UOU will collaborate with the **Himalayan Environmental Studies and Conservation Organization (HESCO), Dehradun** for opening a training center in the campus of HESCO to run Skill Development programs and UOU will offer admissions in various programs offered by UOU of different streams such as Sciences/Social science /Humanities/Management/Computer Science and Information Technology/Law/Agriculture and Developmental studies/Vocational studies/Tourism and Hotel Management / Rural Health Science, Home science and Yoga/Music/Environment science and Geology, Rural development, various science based initiative etc. through its Model Study Centre at Dehradun as applicable and as per Rules and Regulations of the university and guidelines provided by UGC.
- c) Both the institution will take initiative for promoting mutually agreed programs designed and approved by the statutory bodies of the University as per UGC guidelines to cater the needs of the prospective learners.
- d) Exchange of academic personnel and through limited periods as mutually agreed upon;
- e) Sponsoring or supporting learner's internship / Dissertation/ Projects / Fellowships as per university rules and regulations
- f) Sponsoring or supporting research projects which may be carried out, in whole or in part, at UOU or at **Himalayan Environmental Studies and Conservation Organization (HESCO), Dehradun** or jointly in both Institutions.
- g) Organization of joint conferences and seminars;
- h) Skill Development training of learners of UOU at **Himalayan Environmental Studies and Conservation Organization (HESCO), Dehradun** and vice versa;

Registrar
Uttarakhand Open University
Haldwani (Nainital)

**Himalayan Environmental Studies
and Conservation Organisation**
Village-Shuklapur, P.O. Ambiwala
Distt-Dehradun

- i) Guidance of project work of Learners in various areas such as Sciences/Social science /Humanities/ Management/ Computer Science and Information Technology /Law/Agriculture and Developmental studies/Vocational Studies/Tourism and Hotel Management /Health Science, Home science and Yoga/Music/Environment science and Geology as applicable and other areas of national interest at UOU and/or **Himalayan Environmental Studies and Conservation Organization (HESCO), Dehradun** on mutually agreeable terms as listed below:
- i) *If the Learner(s) are allotted a project supervisor, a faculty member or research scientist at **Himalayan Environmental Studies and Conservation Organization (HESCO), Dehradun** may supervise such project for Master's Program for the Learner at UOU in accordance with academic regulations formulated by UOU and / or University Grant Commission of India.*
 - ii) *The Learners will carry out their research / project work at UOU and/or **HESCO, Dehradun** depending on facilities and requirements.*
 - iii) *There will be no restrictions on the contents of the project dissertation and on publication of results of the same, subject to the condition that no Intellectual Property Rights can be secured for any part of the work which will be decided with mutual consent.*
 - iv) *Both UOU and **Himalayan Environmental Studies and Conservation Organization (HESCO), Dehradun** will promote collaborative research work for the development of the state and society at large.*
 - v) *If the outcome of a project related to product development, Process, technology and design etc. which involves matter of secrecy and concern with security of the State and any of the two countries, the same will not be allowed for publication/printing in any form such as electronically/ verbal etc. If the outcome of a project results into an intellectual property, for which rights can be secured, it will be decided on case to case basis. Similarly, sharing of expenditure in securing such rights and income accrued through royalty, etc. by the parties under the law will be decided on case to case basis after mutual consultation.*

ARTICLE-III: SHARING OF FACILITIES

- a) UOU and **Himalayan Environmental Studies and Conservation Organization (HESCO), Dehradun** shall make provisions to share their respective important R&D facilities/Lab facilities in order to promote academic and research interaction in the areas of cooperation. The faculty and research scholars/project fellows of both the organizations may be allowed to avail the research facilities with minimal cost (as decided by the concerned department of the university) or without any cost in the area of cooperation.


Registrar

Uttarakhand Open University
Haldwani (Nainital)



Himalayan Environmental Studies
and Conservation Organisation
Village-Shuklapur, P.O. Ambliwala
Distt-Dehradun

- b) UOU and **Himalayan Environmental Studies and Conservation Organization (HESCO), Dehradun** shall permit the exchange of software and other materials, technology and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions.
- c) UOU and **Himalayan Environmental Studies and Conservation Organization (HESCO), Dehradun** shall provide access to the library facilities to scientists, members of faculty and students as per the prevailing rules and norms in the respective institutes.

ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

- a) The collaborative programme between UOU and **Himalayan Environmental Studies and Conservation Organization (HESCO), Dehradun** shall be coordinated by a coordination committee appointed by the Vice Chancellors/ competent authorities of both the Institutions.
- b) Financial arrangements for each specific collaboration will be decided on a case to case basis and brought on record in each case after due approval from heads of both the Institutions.

ARTICLE-V: EFFECTIVE DATE AND DURATION OF MOU

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MoU shall be for a period of three years (03 Years) from the effective date.
- c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than six months by either party. However, termination of the MoU will not in any manner affect the interests of the Learners /research scholars/project fellows who have been admitted to pursue a programme under the MoU.
- d) Any clause or article of the MoU may be modified or amended by mutual agreement of UOU and **Himalayan Environmental Studies and Conservation Organization (HESCO), Dehradun**

ARTICLE-VI: IPR


Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MoU, shall be decided by the two parties by mutual consent.

ARTICLE-VII: CONFIDENTIALITY

During the tenure of the MOU both UOU and **Himalayan Environmental Studies and Conservation Organization (HESCO), Dehradun** will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MoU for any purpose other than in accordance with this MoU, without violating provisions of RTI Act

Both UOU and **Himalayan Environmental Studies and Conservation Organization (HESCO), Dehradun** shall bind their respective personnel who come into possession or


Registrar
Uttarakhand Open University
Haldwani (Nainital)


Registrar
Himalayan Environmental Studies
and Conservation Organization
Village Shukla, P.O. Ashwari,
Dist. Dehradun

knowledge of -any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.

Further both UOU and **Himalayan Environmental Studies and Conservation Organization (HESCO)**, Dehradun shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

Confidential Information shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions. However confidential information shall not include any data or information which:

- (a) is or becomes publicly available through no fault of the receiving party,
- (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- (c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (d) is rightfully obtained by the receiving party from a third party or is in the-public domain
- (e) is disclosed with the written consent of the party whose information it is, or
- (f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

ARTICLE-VIII: AMENDMENTS

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

ARTICLE-IX: RESOLUTION OF DISPUTES

- a) This agreement shall take effect and be construed in accordance with the Laws of India, Laws of Uttarakhand and be subject to the jurisdiction of the courts at competent courts in Uttarakhand or High Court of Uttarakhand.
- b) The dispute or difference whatsoever arises between PARTIES in relation to or in connection with this AGREEMENT both the parties shall first try to resolve the dispute/difference amicably between them, failing which the matter shall be referred to and settled through arbitration. The arbitration proceedings shall be held in accordance with the provision of Indian Arbitration and Reconciliation ACT, 1996. The venue of arbitration shall be Haldwani and Language of arbitration shall be English.

ARTICLE-X: MISCELLANEOUS


Registrar
Uttarakhand Open University
Haldwani (Nainital)


Himalayan Environmental Studies and Conservation Organisation
Village-Shuklapur, P.O. Ambiwala
Distt-Dehradun


- a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.
- b) Both UOU and **Himalayan Environmental Studies and Conservation Organization (HESCO)**, Dehradun shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.
- c) No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.
- d) After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.


For and on behalf of
Uttarakhand Open University
Haldwani
Uttarakhand Open University
Haldwani (Nainital)

Name: **Dr Rashmi Pant**



Position: **Registrar**

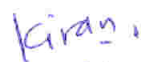


For and on behalf of
Himalayan Environmental Studies and Conservation Organization (HESCO),
Dehradun
Himalayan Environmental Studies and Conservation Organization
Village-Shuklapur, P.O. Ambiwala
Distt-Dehradun

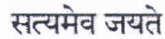
Name: **Dr. Anil Prakash Joshi**

Position: **Founder, HESCO**

Witnesses

1. 
(Dheeraj Upadhyay)
2. 
(Vimal Kumar Mishra)

1. 
Kiran Negi
2. 
Malhi Senuwal

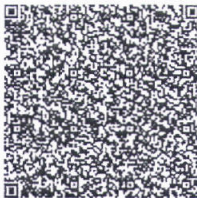


Government of Uttarakhand

विनोद कारखाना
राजस्थान (गैर-निर्वाह)
UNIVERSITY

e-Stamp

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3. In case of any discrepancy please inform the Competent Authority.

मंडली (ग्रन्थाल)

[illegible]

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

UTTARAKHAND OPEN UNIVERSITY, HALDWANI

AND

H.N. B. MEDICAL UNIVERSITY, DEHRADUN

This Memorandum of Understanding (herein after referred to as 'MOU') entered on the 05 Day of 06. 2023 at Haldwani/.....by and between:

UTTARAKHAND OPEN UNIVERSITY HALDWANI, UTTARAKHAND

(Brief Introduction)

Uttarakhand Open University, A University of Uttarakhand state of India established under Uttarakhand Open University Act No.23 of 2005 and also recognised by Distance and Education Bureau of University Grant Commission, existing at Transport Nagar, Haldwani, Distt Nainital, Uttarakhand (hereinafter referred to as University or UOU which expression shall, unless repugnant to or inconsistent with the context, mean and include any successor or permitted assignees) of the first party

AND

H.N.B Medical University, A State Government University situated at Dehradun herein after referred to as, the second party (this expression includes its successors, executors and permitted assigns).

PREAMBLE

WHEREAS, The First Party Uttarakhand Open University (UOU), Haldwani offers courses/programs at undergraduate and postgraduate level such as BA, BSc, BCom, MA, MSc, MCom, MBA, PhD, etc. and is also engaged in research, design and development of courses and consultancy in various fields such as Applied and Basic Sciences, Arts and Humanities, Management, Environmental Sciences, etc.

WHEREAS, The Second Party H.N.B Medical University, Dehradun offers courses/programs at Undergraduate level and postgraduate level such as M.B.B.S, MS, MD, DM, PhD, etc. and Certificate programs on skills in the related areas is also engaged in research, design and development and consultancy in various fields such as....., etc.

ARTICLE-I: SCOPE OF THE MOU

This MOU details the modalities and general conditions regarding collaboration between UOU Haldwani and **H.N.B Medical University, Dehradun** for enhancing, within the two universities/Institutions, the availability of highly qualified manpower in sciences/humanities/social sciences/management/Computer science & IT/Law/ vocational studies and other faculties of UOU as applicable without any prejudice to prevailing rules and regulations in UOU and **H.N.B Medical University, Dehradun** and without any disregard to any mechanism evolved and approved by the competent authorities of both the universities/Institutions in so far as such mechanism applies to UOU and **H.N.B Medical University, Dehradun** . The areas of cooperation including introduction of new courses, opening of study center of UOU at the premises of *Name of the University/Institute* can be extended through mutual consent.

ARTICLE-II: SCOPE OF ACADEMIC INTERACTION

UOU and *Name of the University/Institute* shall encourage interaction between the scientists, research fellows, research scholars, faculty members and students of both the organizations through the following arrangements:

- a) For the successful implementation of NEP-2020 both the institutions will offer/ provide opportunity of double degrees program to the learners as per UGC regulation and guidelines with the approval of statutory bodies of the respective universities
- b) UOU will open its Learner Support Centre in the campus of the **H.N.B Medical University, Dehradun** and UOU will offer admissions in various programs offered by UOU of different streams such as Sciences/Social science /Humanities/ Management/ Computer Science and Information Technology /Law/Agriculture and Developmental studies/Vocational studies/Tourism and Hotel Management / Rural Health Science, Home science and Yoga /Music /Environment science and Geology etc as applicable and as per provisions:
- c) Both the institution will take initiative for joint certification of mutually agreed programs designed and approved by the statutory bodies of both the University/Institution as per UGC guidelines to cater the needs of the prospective learners.
- d) Exchange of academic personnel and through limited periods as mutually agreed upon;
- e) Sponsoring or supporting student projects / fellowships as per university rules and regulations
- f) Sponsoring or supporting research projects which may be carried out, in whole or in part , at UOU or at **H.N.B Medical University, Dehradun** or jointly in both Institutions.
- g) Organization of joint conferences and seminars;
- h) Practical training of UOU students at **H.N.B Medical University, Dehradun** and vice versa;
- i) Joint guidance of student projects in various areas such as Sciences/Social Science /ities/ Management/ Computer Science and Information Technology and Vocational studies/

/Health Science, Home science and Yoga/ Music / Environment science as applicable and other areas of national interest at UOU and/or **H.N.B Medical University, Dehradun** on mutually agreeable terms as listed below:

- i) *If the student(s) are allotted a research supervisor from UOU faculty, a faculty member or research scientist at **H.N.B Medical University, Dehradun** may be appointed as a co-research guide for a student registered for PhD/ Masters' degree at UOU in accordance with academic regulations formulated by UOU and / or University Grant Commission of India.*
- ii) *If the student(s) are allotted a research supervisor from **H.N.B Medical University, Dehradun** faculty, a faculty member or research scientist at UOU may be appointed as a co-research guide for a student registered for PhD/ Masters' degree at **H.N.B Medical University, Dehradun** in accordance with academic regulations formulated by UOU and / or competent body viz.*
- iii) *The students will carry out their research work/ project at UOU and/or **H.N.B Medical University, Dehradun** depending upon facilities and requirements.*
- iv) *There will be no restrictions on the contents of the project dissertation and on publication of results of the same, subject to the condition that no Intellectual Property Rights can be secured for any part of the work which will be decided with mutual consent.*
- v) *Both UOU and **H.N.B Medical University, Dehradun** will be free to independently carry out follow-up research on the project work conducted under this scheme.*
- vi) *If the outcome of a project related to product development, Process, technology and design etc. which involves matter of secrecy and concern with security of the State and any of the two countries, the same will not be allowed for publication/printing in any form such as Electronically/ verbal etc. If the outcome of a project results into an intellectual property, for which rights can be secured, it will be decided on case to case basis. Similarly, sharing of expenditure in securing such rights and income accrued through royalty, etc. by the parties under the law will be decided on case to case basis after mutual consultation.*

ARTICLE-III: SHARING OF FACILITIES

- a) UOU and **H.N.B Medical University, Dehradun** shall make provisions to share their respective important R&D facilities/Lab facilities in order to promote academic and research interaction in the areas of cooperation. The faculty and research scholars/project fellows of both the organizations may be allowed to avail the research facilities with

- minimal cost (as decided by the concerned department of the university) or without any cost in the area of cooperation.
- b) UOU and **H.N.B Medical University, Dehradun** shall permit the exchange of software and other materials, technology and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions.
 - c) UOU and **H.N.B Medical University, Dehradun** shall provide access to the library facilities to scientists, members of faculty and students as per the prevailing rules and norms in the respective institutes.

ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

- a) The collaborative programme between UOU and **H.N.B Medical University, Dehradun** shall be coordinated by a coordination committee appointed by the Vice Chancellors/competent authorities of both the Institutions.
- b) Financial arrangements for each specific collaboration will be decided on a case to case basis and brought on record in each case after due approval from heads of both the Institutions.

ARTICLE-V: EFFECTIVE DATE AND DURATION OF MOU

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MoU shall be for a period of..... years from the effective date.
- c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than six months by either party. However, termination of the MoU will not in any manner affect the interests of the students/research scholars/project fellows who have been admitted to pursue a programme under the MoU.
- d) Any clause or article of the MoU may be modified or amended by mutual agreement of UOU and *Name of the University/Institute*.

ARTICLE-VI: IPR

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MoU, shall be decided by the two parties by mutual consent.

ARTICLE-VII: CONFIDENTIALITY

During the tenure of the MOU both UOU and **H.N.B Medical University, Dehradun** will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MoU for any purpose other than in accordance with this MoU, without violating provisions of RTI Act

Both UOU and **H.N.B Medical University, Dehradun** shall bind their respective personnel who come into possession or knowledge of -any confidential information not to disclose the same to

third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.

Further both UOU and **H.N.B Medical University, Dehradun** shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

Confidential Information shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions. However confidential information shall not include any data or information which:

- (a) is or becomes publicly available through no fault of the receiving party,
- (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- (c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (d) is rightfully obtained by the receiving party from a third party or is in the-public domain
- (e) is disclosed with the written consent of the party whose information it is, or
- (f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

ARTICLE-VIII: AMENDMENTS

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

ARTICLE-IX: RESOLUTION OF DISPUTES


- a) This agreement shall take effect and be construed in accordance with the Laws of India, Laws of Uttarakhand and be subject to the jurisdiction of the courts at competent courts in Uttarakhand or High Court of Uttarakhand.
- b) The dispute or difference whatsoever arises between PARTIES in relation to or in connection with this AGREEMENT both the parties shall first try to resolve the dispute/difference amicably between them, failing which the matter shall be referred to and settled through arbitration. The arbitration proceedings shall be held in accordance with the provision of Indian Arbitration and Reconciliation ACT, 1996. The venue of arbitration shall be Haldwani or and Language of arbitration shall be English.

ARTICLE-X: MISCELLANEOUS

- a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.
- b) Both UOU and **H.N.B Medical University, Dehradun** shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.
- c) No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.
- d) After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

For and on behalf of
Uttarakhand Open University


Name: 
Prof. V. D. Pant
Position: Registrar
Uttarakhand Open University
Haldwani (Nainital)

Witnesses

1.

2.

For and on behalf of
H.N.B Medical University, Dehradun

Name: 
Dr. Ashish Uniyal
Position: REGISTRAR

Dr. Ashish Uniyal
Registrar
HNB Uttarakhand Medical
Education University, Dehradun

1.

2.



Between

उत्तराखण्ड UTTARAKHAND

UTTARAKHAND OPEN UNIVERSITY, a University of Uttarakhand established by Uttarakhand Open University Act No. 23 of 2005 and also recognised by Distance Education Bureau of UGC, New Delhi existing at Teen-Pani Bypass, Transport Nagar, Haldwani, District – Nainital, Uttarakhand hereinafter referred to as FIRST-PARTY, "University" or UOU, and this expression shall, unless repugnant to or inconsistent with the context and meaning shall include any successors or permitted assignees of the **FIRST PARTY**.

N. 474572

SCHOOL GURU Educare Pvt Ltd

AND

represented by the **SAFED-UZ-ZAMAN KHAN**

PROJECT MANAGER (Name and Designation), hereinafter referred to as the "Second Party", or "the centre" and this expression shall, unless repugnant to or inconsistent with the context and meaning will include any successors or permitted legal representatives as the **SECOND PARTY**.

WHEREAS:

A. The First Party is a State Open University offering various courses through open and distance learning mode,

B. Second Party is a (Institution/Firm/Society/Others) in the name of

INSTITUTE OF DISTANCE LEARNING having a self owned/ rented building / premises in which it is presently located at **J.P. PLAZA, KARGI CHOWK, DEHRADUN** (Name and address of the Institution).

WHEREAS The First Party wishes to open a Study Centre generally referred to as "Centre" in the following paragraphs, in the premises referred to above of the second party for the purposes of providing Counseling / Teaching Sessions / Assignment / Evaluation / Laboratory Work/ conducting exams of the students if permitted and also for the other related activities of Study Programs, and the second party is interested in getting the same being used for the purpose of opening and operating the Centre for the programmes (listed in annexure to this MOU) of the First Party.

[Signature]
कुल निधि

उत्तराखण्ड मुक्त विश्वविद्यालय
रूढ़ानी (नैनीताल)



NOW IT IS HEREBY AGREED AS FOLLOWS;

1. The second party is legally competent to enter into this MOU with the First party and has the right to let its building/ premises be used for the purposes of opening the Centre of the first party.

2. The Second Party will;

2.1 Ensure that the Centre functions strictly as per the existing norms of the Distance Education Bureau (DEB), and the University and also as per suggestions, directives/notices given by UOU from time to time. Further, changes, if any, in the norms of DEB and/or the University shall also be followed by the second party. In case of non-approval of the proposed name for the centre a new name shall have to be provided by the second party to seek approval of the first party. The second party shall appoint a co-ordinator for the centre with the approval of the first party. The co-ordinator shall be the principal functionary of the centre. The co-ordinator so appointed shall not be changed / removed without approval of the first party. Similarly, location of the centre shall not be changed without prior approval of the First Party.

2.2 Provide space/infrastructure as per the Norms of UOU (Please refer to Guidelines for the establishment of Study Centre).

Note : Premises must have sufficient ventilation, drinking water, and separate toilets for ladies / gents and one additional room for office of the Coordinator of Centre.

2.3 Install a signboard of UOU prominently at a proper place as per the specifications provided by UOU. The cost of signboard shall be borne by the second party.

2.4 Provide and equip the centre with computers and net-savvy personnel, telephone, broadband internet connection, computers of latest configuration, printers (at least 01) and a fax machine.

2.5 Make halls/rooms available at scheduled time for holding routine classes, counselling/teaching, practical and semester / term-end / annual examinations, if permitted as per the schedule declared by UOU.

2.6 Arrange necessary personnel for delivery of Programmes/services. The counsellors and teachers will be identified by the second party but their engagement shall be subject to approval of the University.

2.7 Extend library, computer and laboratory facilities etc. to the students of UOU for given programme(s).

2.8 Deposit all the amounts (except when the second party is a government institution) as per rules of the UOU. These amounts shall be the application money, the processing fee and security-deposit as per rules of UOU. The Security Deposit shall be refundable and it will have to be deposited in the form of interest free deposit with the University in its designated account. This deposit will remain with the University during the period of continuance of MOU. After discharge of MOU, the security deposit is refundable. However, if the centre is closed on the disciplinary grounds, the security deposit shall be forfeited, and the second party will have no claim for it

[Handwritten Signature]
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उत्तराखण्ड मुक्त विश्वविद्यालय
दुधौली (देहरादून)



2.9 Maintain the records of all the deposits by the students of its centre and it shall be the duty of the second party to ensure that all the application forms of students are duly filled-in.

2.10 Check and verify with the help of supporting documentary evidence, using reasonable care, the entries filled-in by the students, thereby forwarding the admission forms of only the eligible candidates. If however, the second party is found violating this clause 2.10, the Centre may be closed.

2.11 Ensure to send the information about accepted admission forms on a monthly basis to the University so as to enable the University to supply the study material well in time. Later, all the admission forms are to be sent to the University.

2.12 Ensure to conduct proper counselling sessions, lab-classes, practicals and field work as per the guidelines of the University.

2.13 Ensure that all the examinees fill-in their examination forms well in time.

2.14 Make no claim to be the examination centre of the University.

2.15 Keep, maintain and upload (manually/electronically) all such records as may be required by UOU for general administration of the centre and evaluation of the progress of the students. Further, it shall be the duty of the study centre to verify the eligibility particulars of the students and to download the identity-cards and the admit-cards of the students for distribution amongst the learners.

3. The First Party will;

3.1 Provide honorarium/stipend and other expenses towards services and to persons engaged in the running /management of the study centre as per duly approved rates (revised from time to time) and norms of the university. (see Annexure- I)

3.2 Provide enrolment numbers to the students and issue their identity-cards after receiving the admission forms complete with required documents and requisite due payment for the particular course.

3.3 Provide study material within a period of 30 days after receipt of statement as given in 2.11, above, to the centre or directly to the student under intimation to the centre.

3.4 Be solely responsible for course structure, and other modalities including conduct of exams, evaluation and awarding certificates/ Degree/ Diploma, as the case may be.

4. Management of Centre, Grounds of closure/shifting/merger of Study Centre:-

4.1 The terms of this agreement shall commence on the date of this agreement and shall remain valid and in force, for the duration of 03 years from the date of its signing. However, in case of applicability of the grounds for closure or merger etc. of a centre this term shall stand reduced.

4.2 In order to ensure the smooth conduct of affairs, settlement of confusions, and incorporation of additional aspects/ modalities/ Norms etc. Director, Regional Services shall deal with all the

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matters which require explanation or which are not specifically mentioned in the terms and conditions of this MOU. Decision of the Director, Regional Services, if agreed upon by the centre, in writing, shall have the effect of being a part of the MOU and shall apply *mutatis mutandis*.

4.3 The first party shall monitor the Study Centre directly or through its Director Regional Services, Asstt. Director Regional Services, or through a team authorized for the purpose.

4.4 The first party shall have the right to inspect the centre through its representative(s) whenever it is deemed necessary.

4.5 The first party will issue directives or circulars in order to make the system compliant with DEB (UGC) norms, rules and procedure and the same shall be binding on the second party.

4.6 The first party has the right to shift, merge or close a study centre if the following situations arise :-

- i) Notwithstanding two circulars / notices, the conditions of MOU, norms, directions and requirements are not followed.
- ii) Student support Services are not being provided.
- iii) Notwithstanding two circulars/notices the financial records are not being settled.
- iv) The number of students falls below the specified norms.
- v) The minimum number of proper (as defined by the First Party) counselling sessions are not held.
- vi) The Centre or its owner or its co-ordinator indulges in unlawful activities and it is duly proved by a court of law.
- vii) The Centre indulges in over charging of the fee from the students.
- viii) Notwithstanding two notices, not carrying out or disobeying the guidelines and orders of the University.
- ix) If the study centre engages in any political activity involving any political party or it becomes a part of some Union or Association for bargaining with the University.

4.7 If the University decides to terminate the agreement it shall give a 15 days' notice in writing to the Second Party and thereafter if the defiance/deviation continues, the First Party shall have the right to close/shift or merge the Study Centre.

5. Applicable Law and Dispute Resolution

5.1 This agreement and all questions of its interpretation shall be construed in accordance with the laws of this country (India).

5.2 In case of dispute between the parties with regard to this agreement, prior to moving the court the matter shall be referred to the arbitration tribunal.

5.3 Both the parties shall make all reasonable efforts to reach an amicable solution by means of direct negotiation.

5.4 If the parties do not reach an agreement within thirty (30) days from the date of notice by one party, of its intention to resolve the dispute in an amicable manner, the parties may refer such a dispute to arbitration in accordance with the following procedure :-

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- a) All disputes shall be settled through arbitration in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 by an 'Arbitration Board' comprising of three arbitrators.
- b) Each Party shall independently appoint one arbitrator to the arbitration board and then they will jointly appoint the third arbitrator who shall serve as Chairperson of the Arbitration Board.
- c) The parties shall bear, in equal proportion, all the costs related to the Arbitration Board.
- d) The Arbitration Board shall have the powers to award only such remedy as is contemplated in this agreement including the injunctive relief.
- e) The place of sitting of Arbitration Board shall be within the District of Nainital only.

5.5 In case the matter is to be referred to the court, all issues arising out of this agreement shall be subject to the exclusive jurisdiction of the courts at Haldwani / Nainital and the parties hereby irrevocably submit to the jurisdiction of these courts. The parties irrevocably waive any objection to venue of these courts and objection based on the doctrine of forum non-convenience or similar grounds that these courts are inconvenient for determination of a dispute.

6.1 The parties to this agreement shall not be liable to each other 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 disturbance, wars, hostilities between nations, government rules, orders regulations, embargos, action by the government(s) or any agency thereof, or an act of God, storms, fires, accidents, strikes, sabotages, explosions, or other similar or different categories beyond the reasonable control of the parties to this agreement.

6.2 In the event that either party is wholly or in part, prevented or hindered from carrying out or in observing any of the terms or conditions of this agreement for any cause set forth hereinabove, such party shall give a written notice to the other party by the most expeditious means, as soon as possible, after the occurrence of the cause relied on, giving full particulars of the reason for such prevention or hindrances, and the party shall, in good faith, consult each other and take necessary measures for resolution of the affairs so prevented or hindered.

6.3 Notwithstanding the notice to this effect and all the efforts to redress and improve the situation, so caused (as given in Para 6.1 and 6.2), if the situation cannot be brought back to normal operation stage, this contract shall stand discharged. In the event of such a situation, a proper public-notice thereof shall have to be given by the party, so affected.

In witness whereof the parties affix their signatures below on this.....18..... day of
01 2018

For FIRST PARTY

Witness:

1>

For SECOND PARTY

2>

Name of the Centre with Address

Page 39 of 55

INSTITUTE OF DISTANCE LEARNING
KAROLI, CHOWK, J. P. PLAZA,
DEHRADUN

Statement about Programmes to be offered

S.No.	Schools	Approved Programmes
1.	Social Science	✓
2.	Humanities	✓
3.	Tourism & Hotel Management	Tourism
4.	Management & Commerce	✓
5.	Computer Science & Information Technology	✓
6.	Health Science	MA Yoga & Dynamics
7.	Education	✓
8.	Science	X
9.	Journalism & Mass Communication	✓
10.	Law	✓
11.	Agriculture & Development studies	X
	/	/

Note:- No new programme other than mentioned above will be undertaken by the Institute / Organization except with prior approval of the University.

Signature First Party

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हरद्वारी (निजीकाल)

Signature Second Party



Factual Information Sheet

1. Name of the Centre INSTITUTE OF DISTANCE LEARNING
2. Type of Study Centre Pvt.
3. Regional Centre Attached DEHRADUN
4. Address with Pin code 2nd FLOOR, J. P. PLAZA, KARGI CHOWK
DEHRADUN
5. Mobile No. 09811-575-294
6. Landline No. _____
7. Email-ID saeed.khan@schoolguru.net
8. Website www.schoolguru.in
9. Particulars of Study Centre's Bank A/c
 - (i) A/c No. _____
 - (ii) Type of A/c _____
 - (iii) Bank _____
 - (iv) Branch / Branch Code _____
 - (v) IFSC Code _____
10. Name of legally owning unit SCHOOLGURU EDUSERVE Pvt. Ltd
11. Head of the Institute SAEED UZ-ZAMAN KHAN
Designation & Contact No. PROJECT MANAGER - 9811-575-294
12. Email-ID saeed.khan@schoolguru.net
13. Name of Coordinator GARIMA Bhatt
14. Mobile No. 9997746545
15. Programmes Allotted _____



(A) Proposed Rates of Payment for Study Centres

Sr. no	Heads of payment/account	Proposed Rates of UOU (Rs.)
1.	Theory/ Practical for UG/ Certificate/ Diploma Programmes for 1 credit (03 hours) *	300
2.	Theory/ Practical counseling for PG Programmes for 1 credit (03 hours)	500
3.	Conveyance charge to the academic counselors per day	100
4.	Assignment evaluation for UG/ PG Programmes (per Assignment)	15
5.	Laboratory Assistant per year per batch of 20 students	300
6.	Laboratory Attendant per year per batch of 20 students	200
7.	Laboratory Charges (per year)	500
8.	Consumables (Laboratory) / per year / Semester / Student <ul style="list-style-type: none"> Chemistry Botany Zoology Physics 	300 200 200 100
9.	Secretarial /menial assistance to the ProgrammeCentres per month (where staff are not provided) <p>A. No. of students 20 – 30 OR Fee collection of more than Rs. 1.00 lac</p> <p>B. No. of students 31-50 OR Fee collection of more than Rs. 1.5 lac</p>	1500 2500
10.	Office & Miscellaneous expenditure (per month) <p>**Category A -</p> <p>B -</p> <p>C -</p> <p>D -</p> <p>E -</p> <p>F -</p>	1000 1500 2000 3000 4000 5000

* ऐसे पाठ्यक्रम जिनमें विद्यार्थियों की संख्या 05 अथवा 05 से अधिक किन्तु 10 से कम हो, उनमें केवल 25 प्रतिशत काउन्सिलिंग की व्यवस्था की जायेगी।

** As for honorarium



(B) **Proposed Rates of Honorarium (Rs./ per month) for
Study Centres**

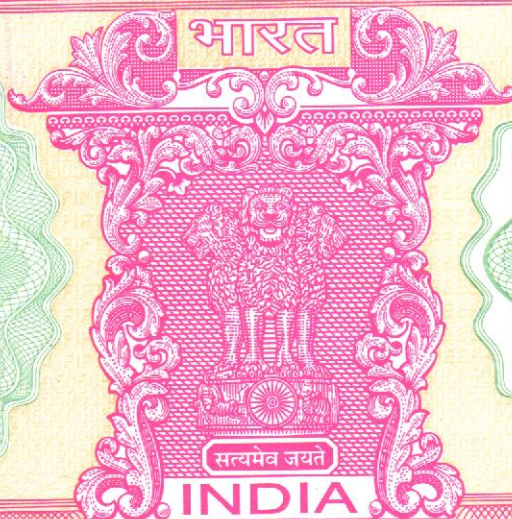
Name	Student enrolment					
	A 51-100 (or fee collection of more than 2.5 Lac)	B 101-250	C 251-400	D 401-700	E 701- 1000	F 1001+
Head Of Institute	1000	1500	2000	2500	3000	3500
Coordinator	1500	2000	2500	3000	3500	4000
Assistant Coordinator	700	1000	1500	2000	2500	2500x2
Assistant/Class III	500	700	700	1000	1500	2000
Attendant/Class IV	400	400	400	500	1000	1000
Safaiwala	400	400	400	500	500	500



भारतीय गैर न्यायिक

पचास
रुपये

रु.50



FIFTY
RUPEES

Rs.50

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उत्तराखण्ड UTTARAKHAND

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MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is made on this 2016.

BETWEEN

Uttarakhand Open University Haldwani (Hence after referred to as **UOU**) the one part through its Registrar

AND

Institute of Wood Science and Technology (hence after referred to as **IWST**), 18th Cross, Malleswaram, Bangalore, an Institute under ICFRE Dehra Dun through its Director, presently Mr. Surendra Kumar, IFS the other part.

The expressions of UOU and IWST shall however mean and include the Institutions/ Organizations, their successors, appointees, assignees etc.

WHEREAS UOU is an Open University of Government of Uttarakhand. The main objectives of UOU include

- Cater to the educational needs of the target groups through Open Distance learning.
- Create skilled and knowledge based human resource for speedy upliftment and development of the State in particular.
- Provide easy access to education to different sections of society, especially to those with seemingly geographical isolation and difficulty.
- Promote national integration and integrated development of human personality.
- Impart knowledge for awareness and skill development.

कुल सचिव 13/5/16
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हल्द्वानी (मैनीताल)

भारतीय गैर न्यायिक

पचास
रुपये
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RUPEES
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- Promote research orientation in the present scenario of technology and development and disseminate knowledge through an innovative multi-media teaching-learning system.
- Promote dissemination of learning and knowledge through distance education systems including the use of any communication technology to provide opportunities for higher education to a large segment of the population and shall in organizing its activities.

WHEREAS IWST is one of the Institutes of Indian Council of Forestry Research & Education (an autonomous body under Ministry of Environment and Forests, Government of India, New Delhi). The main objectives of the Institute are:

- To conduct advance research on wood science and technology at national level and focuses its research activities to important forestry research needs of the States of Karnataka and Goa at regional level.
- To attain excellence in forestry and wood science research for generation of desired resource values, uses, products and services in a way that sustains diversity and productivity in an eco-friendly regime.

Recognizing the importance of scientific cooperation and the mutual benefit to be derived from liberal collaboration, the two institutions believe that a formal memorandum will provide the structure and basis for implementing the expanding joint research, training and education activities. In a nutshell, the following broad areas of collaboration are identified:

- Research and Development
- Forestry Education with particular reference to Advanced Wood Science and Technology
- Certificate/ Diploma/ Advanced Diploma/ Bachelor's Degree Level Vocational Programmes will be developed on Wood Science and Technology in tune with University Grant Commission (UGC). The practical skills will be imparted

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through KVK, IWSST and through On-the-Job (OJT) in relevant wood based industries.

- The collaboration will provide better outreach of ICFRE/IWSST to other Universities.

The parties are desirous of working and co-operating with one another and joining their respective expertise, knowledge and resources in forging a strategic alliance to develop an exchange program in the fields of wood science and technology as may be needed for strengthening the teaching-learning activities.

Now, therefore, the above two parties hereby agree to establish and conduct mutually agreed upon co-operative and collaborative programs and/or activities, in the area of Forestry particularly, Wood Science and Technology.

- 1 Areas of Co-operation and Collaboration:** The parties agree to establish and conduct programs and activities related to training and education within the area of Advanced Wood Science and Technology. Specific details of each shall be mutually developed, discussed and agreed upon in writing by both the parties prior to the initiation of the activity. Any additional activity shall form appendices to this Memorandum of understanding. Potential areas of co-operation/collaboration include

- 1.1 Establishment of Kashath Vigyan Prasara Kendra (KVPK):** KVPK will be established at UOU Campus at Teenpani, Haldwani. The main objectives will be as follows:

- It will act as a Centre for demonstration of latest environment friendly technology in wood and biomass based sector through KVPK
- To impart advanced training in Wood Science and Technology
- To promote Wood Science and Technology applications and its relevance through education
- Outreach Activity
- Promotion of cooperation for Research and Development in energy sector particularly on biomass based energy and Agro-forestry based timber.
- IWSST Technologies to be disseminated to the collaborative Universities & public.

- 1.2 Training / Education:** Certificate on Wood Science and Technology may be developed for which UOU will do Certification and IWSST will impart education/training in various areas such as processing of timber, use of alternative timber to the students of UOU etc. IWSST has state of the art wood working training centre, which can provide quality training to the workers of wood based industries and handicraft artisans of Uttarakhand. The cost of training will be borne by UoU.

Support from various funding agencies will be explored by UoU to carry out such trainings. Therefore, IWSST may be able to provide training for such persons identified by UOU either in the University premises or in IWSST or in other locations identified and sponsored by UOU. UOU may consider starting of a Diploma/Certificate course in Wood Technology. Education & Training in Wood Science & Technology will gain maximum impetus. Collaboration of this kind is desirable in R&D, Extension and Education.

UOU will prepare the study material and conduct this vocational course in

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collaboration with IWSST

1.3 Use of alternative woods such as Acacia, Eucalyptus by the artisans: Many plantation grown and lesser known timber species have been studied by IWSST for their various properties and processing to find the value addition. Non-availability of primary timbers like Teak has necessitated use of locally available alternative timber species. These alternative species can substitute primary timbers with the aid of proper processing techniques. The same knowledge will be shared with artisans/ carpenters, wood based industries and different corporations of Uttarakhand through UOU. For this purpose IWSST would take projects/studies with the support of UOU for identifying the properties of various trees found in Uttarakhand to suggest alternative timbers/wood for various wood based industries and other wood using traditional sectors.

1.4 Use of improved seedlings for plantations species and Bamboo: The Institute has developed macro and micro propagation techniques of important species including bamboo. The technology has great potential in enhancing the productivity and meeting the requirement of agroforestry practices and enhancing livelihood resources of farmers.

IWSST has developed for the first time in India a new wood plastic composite material. IWSST is also doing pioneering studies on few other issues related to enhancing durability and life of wood such as chemical modification of wood. These are valuable from the point of view of green economy in the present times of climate change and suitable for adoption.

2 Implementation of Collaborative/Co-operative Programs and Activities: Specific details of any co-operative/collaborative activities to be conducted will be described and agreed upon in writing. These details will include the specific activities to be conducted, responsibilities of the co-operating parties; personnel who will participate; source, allocation and amount of resources, schedules, implementation procedures and other details.

3 Support and Resources: The amount and source of resources and other requirements for co-operative activities will be intimated as and when required. The Parties may jointly or individually seek funding and other support from third parties for the conduct of collaborative programs and/or activities. This MOU does not obligate the parties to provide funds and /or resources from their own or other sources unless agreed in writing. ICFRE/IWSST will not have any legal or financial obligation which can become a constraint or burden on ICFRE/IWSST.

4 Duration, Termination and Modification of MOU: This MoU shall take effect when signed by both the parties and will remain in effect for an initial period of five years and may be renewed by mutual agreement in writing for an additional period. This MoU may be terminated by either party with a six months written notice of intent to terminate. Any modification shall require a written approval of either the parties or their designees.

5 Arbitration: That any difference or divergence derived from the interpretation or application of the present instrument shall be resolved by the parties amicably. However, in case the dispute remains unresolved, it shall be referred to an

Signature
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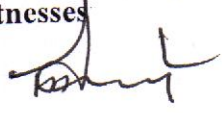

Arbitrator, to be appointed by mutual consent of both the parties subject to Bangalore/Haldwani Jurisdiction. The decision of the Arbitrator shall be final binding upon both the parties concerned.

- 6 **IPR:** All the intellectual property rights of any product (s) developed by collaborative research shall belong to both parties and single party can have exclusive rights if mutually agreed upon.

In witness whereof, Registrar, UOU and, Director, Institute of Wood Science and Technology (IWST), have here into respectively signed the agreement on the day and the year first above written.

For UOU

Registrar
Uttarakhand Open University,
Haldwani, Nainital

Seal
Witnesses
1. 
2. 

For IWST

....., IFS
Director
Institute of Wood Science and Technology
18th Cross, Malleswaram
Bangalore-560 003

Seal



सत्यमेव जयते

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Government of Uttar Pradesh

e-Stamp

Certificate No.	: IN-UP21160854945471T
Certificate Issued Date	: 05-Jan-2021 02:14 PM
Account Reference	: NEWIMPACC (SV)/ up14011204/ GAUTAMBUDHA NAGAR SADAR/ UP-GBN
Unique Doc. Reference	: SUBIN-UPUP1401120435351761647771T
Purchased by	: UTTARAKHAND OPEN UNIVERSITY HALDWANI UK
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	:
First Party	: UTTARAKHAND OPEN UNIVERSITY HALDWANI UK
Second Party	: KNOWLEDGE AND AWARENESS MAPPING PALTFORM
Stamp Duty Paid By	: UTTARAKHAND OPEN UNIVERSITY HALDWANI UK
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (hereafter referred to as "MOU") is entered into effect on 04/02/2021 (Date)

BY AND BETWEEN THE FOLLOWING PARTIES:

Uttarakhand Open University, Haldwani, Uttarakhand established by an Act of State Assembly in 1991 with the following objectives: -



Statutory Alert:

The authenticity of this e-stamp certificate should be verified at www.stampcert.com or using e-Stamp Machine App of State Highway. Any discrepancy in the details in this Certificate and available on the website www.stampcert.com or the app readers is liable. The stamp certificate in this form is on the basis of the following information: -
1. The stamp certificate is issued by the Government of India.
2. The stamp certificate is issued by the Government of India.

Signature
Registrar
Uttarakhand Open University
Haldwani (Initial)

- Cater to the educational needs of the target groups through the open systems of learning.
- Create skilled and knowledge based human resource for speedy upliftment and development of the State in particular.
- Promote national integration and integrated development of human personality.
- Provide easy access to education to different sections of society, especially to those with seemingly geographical isolation and difficulty.

And

Knowledge and Awareness Mapping Platform "KAMP", A knowledge alliance of CSIR – National Institute of Science Technology And Development Studies, Pusa Gate, Dr. K S Krishnan Marg, New Delhi – 110 012, a constituent establishment under Council of Scientific and Industrial Research "CSIR-NISTADS" and M/s Nysa Communications Private Limited, "NCPL", Noida, which is governed by KAMP Planning and Monitoring Committee "KPMC" and having its office "Kamp Operation and Coordination office (KOCO)" at A-100 Sector 65, Noida, represented for the purposes of the MOU by its **Project Director, Dr. Tabassum Jamal (Former Chief Scientist and Head BDG, CSIR-NISTADS)** hereinafter referred to as "SECOND PARTY" or "KAMP")

Uttarakhand Open University, Haldwani, Uttarakhand and KAMP may individually be referred to as "Party" and collectively as "Parties".

WHEREAS the draft National Education Policy (NEP) 2019 says there is a need of incorporation of scientific temper, ethical reasoning, socio-economical learning, quantitative and logical reasoning, computational thinking, digital literacy, and communicational skill in young students in a manner that is developmentally appropriate and in the curricular/pedagogical style that is optimal for each stage.

AND WHEREAS in pursuance of the aforementioned objective, it has been agreed to implement "KAMP Assessments" to evaluate cognizance of 21st century skills, awareness, knowledge of science & technology, scientific temper, ethical reasoning, socio-economical learning, quantitative and logical reasoning, computational thinking, knowledge of humanities, and digital literacy that can help identify Leadership and Excellence in young students.

PREAMBLE

Whereas, in accordance with a mutual desire between the Parties to promote further cooperation in Assessment and Research between Uttarakhand Open University, Haldwani, Uttarakhand and KAMP.

Therefore, it is hereby agreed as follows:

1. The preamble is an integral part of the present MOU.
2. Both Parties agree on the following general forms of cooperation:
 - a) Joint Assessment and/or research activities.



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Registrar
Uttarakhand Open University
Haldwani (Mainital)

- b) Promote KAMP's Assessment for undergraduate students enrolled with the University or its associated subsidiaries/bodies/departments/institutions to ensure maximum participation.
 - c) To organize conferences, seminars, workshops, webinars, training sessions for create awareness about KAMP's Assessment programs.
 - d) Both parties shall appoint/designate a Nodal officer for monitoring and manage day-to-day operations.
 - e) The details of cooperation for any of the above-identified fields may also be specified in the form of addenda or subsequent agreements to this MOU, upon signature by appropriate representatives.
- 3) It is agreed between the Parties that, The First Party shall help Second party to promote its Assessment products through Print Advertisements in Magazines/Newspapers at DAVP rates; however, All Advertisement and promotion related expenses will be borne by Second Party only.
- 4) Each Party shall not use the name and/or logo of the other Party in any publication, advertising, promotional material, press release, or other marketing material, without the express prior written consent of the other Party to each particular use of its name and/or logo.
- 5) Each Party undertakes to comply with the other Party's policies and procedures regarding the use of their premises and facilities in a reasonable manner and (ii) to avoid any unethical behaviors.
- 6) Both Parties agree in their respective Bylaws or Policies on the principles of equal opportunity and non-discrimination. Neither Party shall impose any criteria which would violate the principles of nondiscrimination.
- 7) Both Parties agree that this MOU does not commit either Party to financial liability and all financial arrangements that are necessary to implement this MOU will be subject to mutual understanding and separate written agreements, as Annexures to this agreement.

8) INTELLECTUAL PROPERTY RIGHTS (IPR) :

- a. The Second Party shall retain IPR of algorithm, software and data. The Second Party shall acknowledge the First Party in all its communication related to KAMP Assessments.
- b. Ownership of all data generated through Assessment shall remain with the Second Party; however, the First Party shall have access to the data for analysis and non-commercial research activities.

9) DURATION, SUSPENSION, EXTENSION, CLOSURE AND TERMINATION

- a. The agreement will remain valid initially for a period of 5 years from the date of signing, automatically renewed thereafter unless either of the parties expresses intention to withdraw in writing with a six month notice. However there will be a comprehensive review after 3 years for improvement and up-gradation.



- b. This Agreement may be terminated by Second Party any time after 3 years if the First Party fails to provide the committed support as per the agreement for 3 years in continuation.
- c. If Second Party does not start implementing KAMP's Assessment within 6 months of the Signing of Agreement, then First Party have the right to suspend or hold or terminate the Agreement.
- d. After 6 months of operations and investments done by the Second Party, it can be suspended/terminated on following grounds only:
 - i. On major breach of agreement by the second party. In such case the First Party shall notify the second party of the reasons and KPMC to submit its report in this regard. KAMP-ROCO shall submit clarification to KPMC. In case, KPMC is not satisfied with the reasons it can forward the case to First Party for termination/suspension.
 - ii. Termination for convenience - In case of proven lack of effort/response from the Second Party. In such case, first party shall notify the Second Party of its observations and shall ask KPMC to submit its report in this regard. In case, KPMC is not satisfied with the reasons it can forward the case to First Party for termination/suspension.
 - iii. In case of any dispute arising out of this agreement, the same will be referred to KPMC. In case KPMC's decision is not accepted by either party then it shall be resolved as per the arbitration clause of this agreement.

10) For purposes of implementing this MOU, the contact persons will be as follows unless the concerned Party notifies the other in writing of a new contact person, which shall be notified by the Chairman/ Secretary KAMP monitoring committee:


 Registrar
 Uttarakhand Open University
 For FIRST PARTY (a)

For KAMP



Name	Dr Harish Singh Nayal	Dr. Tabassum Jamal
Title	Registrar	Project Director (KAMP)
Address	Uttarakhand Open University	Kamp Operations and Coordination Office
	Teenpani, Haldwani	A-100, Sector 65
	PIN- 263139	Noida- 201305
		Uttar Pradesh, India
Phone	05946 - 286005	
Email	registrar@uou.ac.in	director@kamp.res.in

11) Each Party shall not assign or transfer any of their rights and/or obligations under this MOU to any third party without the prior written consent of the other Party.

12) FORCE MAJUEURE

Notwithstanding the provisions of this Agreement, neither party shall be responsible for factors beyond their control such as natural disasters, act of State, etc. However, both parties shall continue to meet their commitments to the best of their abilities.

13) LIABILITES

- a. Either of the Parties shall not be responsible for any legal/regulatory issues and damages arising out of the business conducted by the Second Party.
- b. First party shall have no financial/legal obligations regarding KAMP or any other business conducted by the Second Party.
- c. Second Party shall keep the First party indemnified in all issues related to KAMP

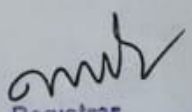
14) DISPUTES AND JURISDICATION

If any dispute or difference arises between the parties hereto as to the construction, interpretation, effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this Agreement, such disputes or differences shall be referred to an Arbitral Bench consisting of three Arbitrators, one each to be appointed by each party and the two Arbitrators shall appoint a third Arbitrator who shall be the presiding Arbitrator. A reference to the Arbitration under this Clause shall be deemed to be submission within the meaning of the Arbitration and Conciliation Act, 1996 and the rules framed there under for the time being in force.

- a) The venue of the Arbitration shall be at New Delhi only.
- b) The language of arbitration proceedings will be English only.
- c) Each party shall bear and pay its cost (as per arbitration law) of the arbitration proceedings unless the Arbitrator otherwise decides in the Award.
- d) The provisions of this Clause shall not be frustrated, abrogated or become inoperative, notwithstanding this Agreement expires or ceases to exist or is terminated or revoked or declared unlawful.

15) The present MOU is the entire understanding between the Parties and supersedes all prior understandings, correspondence and agreements, whether verbal or written between the Parties with respect to the subject matter hereof. The terms of the MOU may be amended only by mutual written consent.




Registrar
Jttarakhand Open University
Haldwari
Page 5 of 7 (ital)


Registrar
For and on Behalf of FIRST PARTY
Haldwani (Nainital)

For and on Behalf of SECOND PARTY



Name: Dr Harish Singh Nayal

Designation: Registrar

Uttarakhand Open University
Behind Transport Nagar, Teenpani
Bye Pass Road, Haldwani,
Uttarakhand 263139

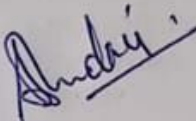
Name: Dr. Tabassum Jamal

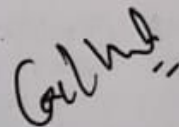
Designation: Project Director (KAMP)

**Knowledge and Awareness Mapping
Platform "KAMP"**
KAMP Operations and co-ordination
office: A-100, Sector 65, Noida 201301
Uttar Pradesh

Date: 04/02/2021

Date:

Witness 1: 

Witness 2: 

ANNEXURE A

Implementation Guidelines and Payment terms

The enrolment for KAMP – National Assessment of Scientific Temperament and Aptitude (NASTA)-2020 will be open to all the pre-graduate and non-collegiate students studying in various universities/institutions across the country. The implementation of KAMP will be held in following manner:

• **KAMP – NODAL OFFICER**

After signing of MOU, University/institution shall appoint a KAMP Nodal officer who will coordinate with KAMP team for coordination and implementation.

• **UNIVERSITY/INSTITUTION ENROLLMENT**

Registration will be done by KAMP team and login details will be shared with Nodal officer.

• **STUDENT REGISTRATION**

University/institution shall create facility for student registration with support from KAMP or upload data of registered students on KAMP portal through login panel.

• **REGISTRATION FEE**

Fee per participant Student will be total Rs. 300/- termed as "Registration Fee", shall be paid by student to his/her university/institution. After deducting Rs. 30/- per student (towards providing space for exam center for conducting examination in their University/institution), University/Institution has to pay total registration fee (i.e. Rs. 270/- * number of participating students) through online (Net Banking or Card Payments) or by generating payment deposit slip through university/institution panel on KAMP Website. In case of online registration through the link provided by KAMP on university website Rs.30/- per student will be deposited by KAMP in University Bank account on Weekly basis (towards providing space for conducting examination in university/institution if needed). All other expenses incurred for conducting the examination through online/offline mode shall be borne by KAMP Operations and Coordination Office.

• **ASSESSMENT/IMPLEMENTATION DETAILS**

Preparation tips for students, Syllabus for NASTA, Sample Questions, Exam Conduction Guidelines, Assessment Pattern details can be accessed through <http://kamp.nistads.res.in>. Assessment will be conducted online/offline as per availability of exam centres.

• **ASSESSMENT REPORT**

Assessment Report will be posted to University/Institutions and also available online. All participants will receive a comprehensive assessment report with an advisory report. University/Institution Assessment Report will be available with various statistics and comparative analysis.

• **AWARDS & CERTIFICATES**

Post Assessment, awards and certificates will be awarded to the high performers. The Awards may be given by Eminent luminaries of the Nation. Details of awards are available on KAMP Portal.




Registrar
Uttarakhand Open University
Haldwani (Nainital)



SANJAY PANDEY
LIC No - 35/2022
STAMP VENDOR HALDOL
(NAINITAL)

Government of Uttarakhand

e-Stamp

Certificate No.	: IN-UK11805822855173U
Certificate Issued Date	: 06-Oct-2022 05:24 PM
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Unique Doc. Reference	: SUBIN-UKUK135790428978930010974U
Purchased by	: Principal Govt Gegree College Kotabagh
Description of Document	: Article Miscellaneous
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Second Party	: Principal Govt Gegree College Kotabagh
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Stamp Duty Amount(Rs.)	: 10 (Ten only)



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Registrar
Uttarakhand Open University
Haldwani (Nainital)

06.10.2022
प्राचार्य
राजकीय महाविद्यालय, कोटाबाग
जिला - नैनीताल

Statutory Alert:

- Statutory Alert:**
1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding Corporation of India Limited. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
 2. The onus of checking the legitimacy is on the users of the certificate.
 3. In case of any discrepancy please inform the Competent Authority.

MEMORANDUM OF UNDERSTANDING
(For Joint Research Work and Using Research facilities)

This Memorandum of understanding is being executed on 06/10/2022 and it will be effective from 06/10/2022...

Between

UTTARAKHAND OPEN UNIVERSITY, a University of Uttarakhand established by **Uttarakhand Open University Act No. 23 of 2005** and also recognised by **Distance Education Bureau of UGC, New Delhi** existing at Teen-Pani Bypass, Transport Nagar, Haldwani, District – Nainital, Uttarakhand hereinafter referred to as **FIRST-PARTY**, "**University**" or **UOU**, and this expression shall, unless repugnant to or inconsistent with the context and meaning shall include any successors or permitted assignees of the **FIRST PARTY**.

AND

Government Degree College Kotabagh, District Nainital (Uttarakhand) represented by the Dr. Naveen Bhagat, Principal, hereinafter referred to as the "**Second Party**" and this expression shall, unless repugnant to or inconsistent with the context and meaning will include any successors or permitted legal representatives as the **SECOND PARTY**.

WHEREAS:

A. The First Party is a State Open University offering various courses through open and distance learning mode,


B. Second Party is a Government Degree College Offering programmes in Geoinformatics is presently located at Kotabagh, District Nainital, Uttarakhand.

WHEREAS The first party wishes to use research facilities of the Geography department and the second party is ready to provide all the research facilities available in the geography department to the first party and same as the second party wishes to use research facilities of the department of remote sensing and GIS under School of Earth and Environmental Sciences and the first party is ready to provide all the research facilities available in the department of Remote Sensing and GIS to the second party and conduction joint research work.

NOW IT IS HEREBY AGREED AS FOLLOWS;

1. The second party is legally competent to enter into this MOU with the first party and has the right to provide its research facilities in the department of Geography to the first party.


Registrar
Uttarakhand Open University
Haldwani (Nainital)


प्राचार्य
राजकीय महाविद्यालय, कोटाबाग
जिला – नैनीताल

The first party is legally competent to enter into this MOU with the second party and has the right to provide its research facilities in the department of Remote Sensing and GIS to the second party.

2. Both the parties will;

Conduct joint research work and the research work will be based strictly as per the existing norms of the Distance Education Bureau (DEB), University Grant Commission and the Uttarakhand Open University and also as per suggestions, directives/notices given by UOU from time to time. Further, changes, if any, in the norms of DEB, UGC and/or the University shall also be followed by both the parties.

3. The first party will use the research facilities of department of Geography of the second party and will pay the amount for the consumable products used by the researcher, students and faculties of the first party and same as the second party will use the research facilities of the department of Remote Sensing and GIS of the first party and will pay the amount for the consumable products used by the researcher, students and faculties of the second party. The first party will also pay the remuneration to the involved faculties, lab assistant, lab boy etc. as applicable to the rules.

4. Applicable Law and Dispute Resolution

4.1 This agreement and all questions of its interpretation shall be construed in accordance with the laws of this country (India).

4.2 In case of dispute between the parties with regard to this agreement, prior to moving the court the matter shall be referred to the arbitration tribunal.

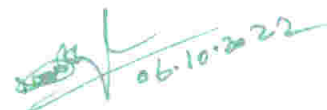
4.3 Both the parties shall make all reasonable efforts to reach an amicable solution by means of direct negotiation.

4.4 If the parties do not reach an agreement within thirty (30) days from the date of notice by one party, of its intention to resolve the dispute in an amicable manner, the parties may refer such a dispute to arbitration in accordance with the following procedure :-

- a) All disputes shall be settled through arbitration in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 by an 'Arbitration Board' comprising of three arbitrators.
- b) Each Party shall independently appoint one arbitrator to the arbitration board and then they will jointly appoint the third arbitrator who shall serve as Chairperson of the Arbitration Board.
- c) The parties shall bear, in equal proportion, all the costs related to the Arbitration Board.



Registrar
Uttarakhand Open University
Haldwani (Nainital)



प्राचार्य
राजकीय महाविद्यालय, कोटाबाग
जिला - नैनीताल

- d) The Arbitration Board shall have the powers to award only such remedy as is contemplated in this agreement including the injunctive relief.
- e) The place of sitting of Arbitration Board shall be within the District of Nainital only.

4.5 In case the matter is to be referred to the court, all issues arising out of this agreement shall be subject to the exclusive jurisdiction of the courts at Haldwani / Nainital and the parties hereby irrevocably submit to the jurisdiction of these courts. The parties irrevocably waive any objection to venue of these courts and objection based on the doctrine of forum non-convenience or similar grounds that these courts are inconvenient for determination of a dispute.

5.1 The parties to this agreement shall not be liable to each other 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 disturbance, wars, hostilities between nations, government rules, orders regulations, embargos, action by the government(s) or any agency thereof, or an act of God, storms, fires, accidents, strikes, sabotages, explosions, or other similar or different categories beyond the reasonable control of the parties to this agreement.

5.2 In the event that either party is wholly or in part, prevented or hindered from carrying out or in observing any of the terms or conditions of this agreement for any cause set forth hereinabove, such party shall give a written notice to the other party by the most expeditious means, as soon as possible, after the occurrence of the cause relied on, giving full particulars of the reason for such prevention or hindrances, and the party shall, in good faith, consult each other and take necessary measures for resolution of the affairs so prevented or hindered.

5.3 Notwithstanding the notice to this effect and all the efforts to redress and improve the situation, so caused (as given in Para 5.1 and 5.2), if the situation cannot be brought back to normal operation stage, this contract shall stand discharged. In the event of such a situation, a proper public-notice thereof shall have to be given by the party, so affected.

In witness whereof the parties affix their signatures below on this 06/10/22 day of 06/10/22 20.22.

For **FIRST PARTY**

Witness:

1> Registrar
Uttarakhand Open University
Haldwani, District Nainital

for **SECOND PARTY**

2> Principal
Government Degree College
Kotabagh, District Nainital



सत्यमेव जयते

INDIA NON JUDICIAL Government of Uttarakhand

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Memorandum of Understanding

Between

National Institute for the Empowerment of Persons with Visual Disabilities (Divyangjan)
(NIEPVD)

and

Uttarakhand Open University, Haldwani

This Memorandum of Understanding (MoU) hereinafter referred to as "MOU", is signed on the 12th of November, 2021 by the following two parties. National Institute for the Empowerment of Persons with Visual Disabilities (Divyangjan) (NIEPVD), an autonomous body

Page 1 of 4

Stationary Alert:

1. The authenticity of this Stamp can be checked at www.uttarakhandopenuniversity.org and at www.niepvdiv.org or using e-Stamp Mobile App of State Holding.
2. Any discrepancy in the details of this Certificate and its availability on the website / Mobile App will be treated as invalid.
3. The issue of checking the authenticity is only for the purpose of the certificate.
4. In case of any discrepancy please inform the concerned authority.

Registrar
Uttarakhand Open University
Haldwani (Nainital)

underadministrative control of the Department of Empowerment of Persons with Disabilities (Divyangjan), Ministry of Social Justice & Empowerment, Government of India having its office at 116, Rajpur Road, Dehradun

AND


Uttarakhand Open University, Haldwani, a State University established in 2005 for providing higher education through open and distance learning (ODL) mode having its office at Transport Nagar, University Road, Haldwani.

AIMS AND OBJECTIVES

- a. This MoU is signed to facilitate accessible books and audio-visual programme related resources for students with disabilities.
- b. NIEPVD and Uttarakhand Open University (UOU), Haldwani will work together to improve learning environment for students with disabilities in the State of Uttarakhand.

TERMS OF REFERENCE OF MOU

1. Whereas the NIEPVD intends to provide Library Services, comprising Braille Books, Large Print Books and Talking/Audio Books produced available for academic works at the NIEPVD to the persons with visual impairment. It will be incumbent on the UOU, Haldwani to enroll all the persons with visual impairment at their Study Centres as members of Braille and Talking Book Library set up UOU, Haldwani on the terms & conditions as applicable from time to time as per prevailing norms and rules of NIEPVD.
2. UOU, Haldwani will endeavor to ensure that the benefits of the library facilities reach out to optimum number of persons with visual impairment. UOU, Haldwani will facilitate Institutional memberships to study centers under his/her administrative control. The lifetime institutional membership fee per Institute /College (as applicable) is to be remitted to the NIEPVD in favor of the Director. The NIEPVD shall provide a set of terms and conditions as applicable regarding institutional membership. UOU, Haldwani can enroll other persons with visual impairment as members of the Library from and around the state of Uttarakhand.
3. Whereas the UOU, Haldwani has agreed to start the Library services, for the above mentioned purposes and periods, it also agreed to provide sufficient space and other essential infrastructure. Human resource for maintaining the library for setting up the Braille and talking/audio Book Library Service in their premises.
4. The NIEPVD will provide Braille, large print & talking books produced by NIEPVD to the UOU, Haldwani. University shall arrange distribution of the same to the persons with visual impairment.



5. Whereas the talking books are created for special distribution for print disabled in accordance with Section 52 Clause 1 Sub Clause ZB of the Copyright Act of India 1957 as amended from time to time. These books are permitted to be used only by persons with print disabilities and their re- production/distribution to any persons without a print disability or/for any commercial use of this book is strictly prohibited.

6. Quantity of supplying Braille book and talking/audio books will be decided by NIEPVD keeping in the view of its ability and overall production capacity of NIEPVD. The Director, NIEPVD and Registrar, UOU shall jointly monitor the progress of the library service and issue directions wherever necessary.

7. UOU, Haldwani shall at its own expense, submit the quarterly progress report to NIEPVD with details beneficiaries indicating name, father's name, address, category (whether belongs to SC/ST/BC/), age, gender etc. in the prescribed format.


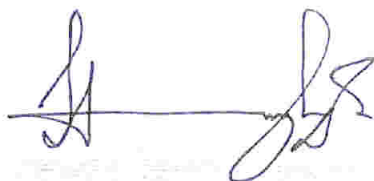
8. UOU, Haldwani may place additional order if any to NIEPVD for conversion of educational material in accessible format. However, such requests will be processed by NIEPVD on payment basis as per prevailing rates of NIEPVD.

9. Community Radio Station (CRS) of UOU and NIEPVD will exchange their radio programmes with each other and both will broadcast the same at least 30 minutes on daily basis from their respective CRS of UOU & NIEPVD will share expertise in development of radio programmes and embedding accessible features. Both the CRS will meet at least once a year for further scope of collaboration.

10. NIEPVD and UOU, Haldwani will strive to jointly organize total 4 programmes (awareness programs, seminars, workshops and training programs) every year with an aim to sensitize and empower PwDs.

DURATION, (TERMINATION AND REVIEW OF MOU)

Arrangements under this MoU will be operative for a period of three years commencing from the date of signing this MoU between NIEPVD and the UOU, Haldwani. Further, continuance of this MoU would be subject to joint review by the NIEPVD and the UOU to be undertaken prior to the expiry of this MoU. In case any of the terms and conditions of this MoU are violated, either party shall have the right to terminate this MoU and stop all transactions inter se the parties including but not limited to giving/receiving Braille books and audio books, other resources and surrender the sent assets if any.


Registrar
Marakhand Open University
Haldwani (Nainital)

DISPUTES, IF ANY

Wherever clarification is called for in respect of the clauses contained in this MoU, such matter(s) shall be referred to the Director, NIEPVD and the Registrar, UOU, Haldwani for mutual settlement.

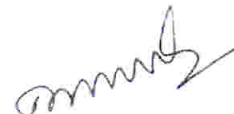
Legal Territorial Jurisdiction in the case of any dispute shall be exclusively with the courts of Dehradun and/or Nainital (Uttarakhand) only.



Director
NIEPVD
Date:
Place:



Witness:

1. 
2. 



Registrar
Uttarakhand Open University
Haldwani (Nainital)
Date:
Place:

Witness:

1. 
2. 



MEMORANDUM OF UNDERSTANDING
For Academic Collaboration

BETWEEN

NETAJI SUBHAS OPEN UNIVERSITY
WEST BENGAL

AND

UTTARAKHAND OPEN UNIVERSITY
UTTARAKHAND

Registrar
Uttarakhand Open University
Haldwani (Nainital)

Page 1 of 6

Registrar
(Add'l Charge)
Netaji Subhas Open University

This memorandum of Understanding (MoU) is made on the 07 day of December, 2023

BETWEEN

Netaji Subhas Open University (NSOU) was established by established in 1997 by W.B. Act (XIX) 1997 of West Bengal State Legislative Assembly with the aim of disseminating knowledge and skills through distance learning, to build up the quality human resource base of the State and, along with other Open Universities of the country, and moves towards the improvement of the quality of open distance education. referred to (which term shall so far as the context admits be deemed to mean and include its successors and assignees), as the party of the Second part;

AND

Uttarakhand Open University, established by the Government of Uttarakhand in 2005 located at Behind Transport Nagar, Vishwavidyalaya Marg, Haldwani (Nainital), Uttarakhand through its Registrar, hereinafter referred to as "UOU" (which term shall so far as the context admits be deemed to mean and include its successors and assignees), as the party of the first part;

PREAMBLE

WHEREAS both the Universities are established by state legislature having jurisdiction over the respective state boundaries have the mandate to cater to the education aspiration of the people of respective states.

AND WHEREAS both the Universities have developed high quality Self Learning Materials, Videos including e-text at the Postgraduate, Undergraduate, Diploma and Certificate level following the UGC regulations issued from time to time.

AND THEREFORE, both the parties hereto, have decided for academic collaboration in sharing of resources generated for teaching learning activities including e-resources and video tutorials for natural benefit of the learners as per the following mutually agreed guidelines:

1. Description of both institutions:

Netaji Subhas Open University (NSOU) is the premier State Open University accredited by NAAC with 'A' Grade in the 1st cycle. It was established in 1997 by W.B. Act (XIX) 1997 of West Bengal State Legislative Assembly. It is the fifth Open University in the country. The jurisdiction of this university, is over the entire State of West Bengal. The NSOU has been recognized under section 12 (f) of the University Grants Commission Act, 1956. Its vision is to build up the quality human resource base of the State and, along with other Open Universities of the country, and moves towards the improvement of the quality of open distance education. It also intends to promote and develop appropriate ambience to develop an international standard distance education scenario in our country, keeping in


Registrar
Uttarakhand Open University
Haldwani (Nainital)


Registrar
(Add'l Charge)
Netaji Subhas Open University

view of the demands for education of the learners in tune with the requirements of the twenty-first century.

Uttarakhand Open University (UOU) has been established by the Uttarakhand State Legislature (Act No. 23 of 2005) on 31.10.2005 with the aim of disseminating knowledge and skills through distance learning, using the flexible and innovative methods of education to ensure 'Independent Learning'. The Act aims at introduction and promotion of Open University and Distance Education Systems in the Educational Pattern of the State of Uttarakhand. Its mission are to make positive contribution to increase the Gross Enrolment Ratio (GER) in higher education; create a state-wide network of Skill Development Centers and Study Centers to reach out to all parts of the state and all segments of the society; create University-Industry interface in Skill-based education; and reach the unreached people residing in rural, remote and inaccessible regions of the State.

2. Objective:

The ultimate objective of the joint collaboration is to enhance relations between the two Universities and to develop academic and cultural interchange in the areas of education, research and other activities, agree to cooperate and work together towards the growth & development of higher education in the States.

To enhance relations between the two Universities and to develop academic and cultural interchange in the areas of education, research and other activities, agree to cooperate and work together towards the growth & development of higher education and Open and Distance learning System.

3. Areas of collaboration :

The parties will promote and cooperate in:

- i. Academic Exchange in the broad areas of mutual interest and related disciplines focusing blended and digital learning process.
- ii. R&D collaborations in the academic and ODL areas.
- iii. Assisting each other for the organization and / or participation in national and international symposia, conferences, specialized exhibitions and similar events taking place in the respective places.
- iv. Joint collaboration for promotion of OER and MOOCs
- v. Sharing technology for effective e-learning, m-learning and online student support services including evaluation of student's performance.
- vi. Sharing of self-learning materials, audio and video programmes, particularly e-learning resources, effective from the ' date of signing, which may be extended by mutual consultation and agreement.

- vii. Sharing of best practices in the field of programme design, development and deliver.
- viii. Promotion of Skill Development Programmes to boost employment opportunities for our learners, particularly the under-privileged groups
- ix. Joint collaboration for Faculty Development Programme that will include classroom seminars and site visits which may include trips to Learner Support Centers, Regional Centers, historical places, museums, educational institutions, Non-Governmental Organizations (NGOs), villages, etc.
- x. Adoption and Adaption of Academic Programmes.
- xi. All other relevant activities of mutual interest to Netaji Subhas Open University and Uttarakhand Open University.


4. Administration:


- 4.1 The Authorized signatories of both NSOU and UOU shall manage this Memorandum of Understanding (MoU) and all endeavors that derive from it. They (or their designated representatives) will be responsible for developing and carrying out a joint plan and submissions regular reports on the implementation of this MoU. Any activity proposed that does not fit into the general terms of this MoU will be formally incorporated as an addendum to the implementation plan to this MoU, provided the addendum of implementation plan is agreed to and signed by both parties.
- 4.2 For the purpose of facilitating the day-to-day implementation of this MoU, NSOU and UOU agree to have regular communication and correspondence.
- 4.3 This MoU shall be effective and shall come into force upon signature of the authorized signatories of both the parties. It shall be subject to revision by written agreement between the two parties.
- 4.4 All the parties shall keep the respective communities informed of this MoU to draw benefits from it and to contribute towards its implementation in spirit and substance.

5. Co-ordination and Review:

NSOU and UOU shall hereby appoint "Coordinators" in their respective Universities who shall be responsible for coordinating all communication and directions for the implementation and execution of the MoU.

6. Effective Date and Duration:


Registrar
Uttarakhand Open University
Haldwani (Nainital)


Registrar
(Add'l Charge)
Netaji Subhas Open University

The MoU shall take effect from the date of execution hereof and shall remain valid for Five (05) years. The MoU unless extended by mutual written agreement of the parties shall expire five years after the date specified above. Either party shall have the right to unilaterally terminate this MoU upon 90 (ninety) days with prior written notice to the other party.

7. Financial Provisions:

Sharing of expenditure shall be determined by the parties on a project-by-project basis and will be incorporated by reference as an addendum to this MoU or additional implementation plans.

8. Termination / Amendment / Breakdown of MoU :

8.1 Either party may terminate this MoU by written notification signed by the appropriate authority of the institution initiating the notice. However, the other party must receive such notification at least six months prior to the effective date of termination.

8.2 In the event of disagreement on any of the terms and conditions of this MoU, the expenditure incurred by the parties would remain on 'As is Where is condition'. This would be decided on a project-by-project basis.

8.3 In case of termination of agreement it shall be binding on both the parties to protect the interest of the students already enrolled in the programme. The students taking courses as part of an exchange at the partner institution should be allowed to continue till they complete the semester/programme or till the students complete the permissible duration of the programme whichever is earlier.

9. Confidentiality & ownership

The parties shall ensure that no information/ document received from each other are made public without the formal approval of the partner.

10. Liability

The NSOU shall not be held liable for any loss, damage, expense or any other liability caused on the part of UOU in connection with the services rendered under this MoU and Vice-versa.

11. Force Majeure

Registrar
Uttarakhand Open University
Haldwani (Nainital)

Registrar
(Add'l Charge)
Netaji Subhas Open University

Neither of the parties hereto shall be liable for non-performance or delay in performance for causes due to force majeure. For the purpose of this MoU, force majeure is defined as cause beyond the control of the party affected including natural calamities, acts of terrorism, war and civil commotion etc.

12. Dispute Redressal Mechanism

Any dispute arising out of this agreement shall be resolved through mutual consultation between both parties. In case of failure to resolve the dispute through negotiation third party arbitration shall be adopted on mutually agreed terms and conditions.

13. Undertaking by NSOU and UOU:

13.1 The parties hereto undertake to work closely and cooperate in the implementation of this MoU and to endeavor to resolve disputes arising between them in relation to this MoU by amicable means. Should this not be possible because of irreconcilable differences, this MoU may be terminated by mutual consent of the two parties.

13.2 The parties to this MoU or their authorized representatives acknowledge having read and understood the MoU and agree to remain bound by its terms and conditions.

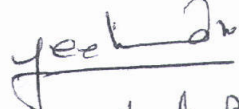
14. Intellectual Property Rights:

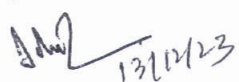
Intellectual Property developed by the joint efforts would be the joint property of the Parties. Any financial benefits or otherwise arising thereon would be shared proportionately by the parties in consonance with the efforts / inputs given by them.

The undersigned, being duly authorized thereto, have signed this Memorandum of Understanding in two original copies in English at the place and on the date indicated below:

Registrar
Uttarakhand Open University
(UOU), Haldwani

Registrar
Uttarakhand Open University
Haldwani (Nainital)

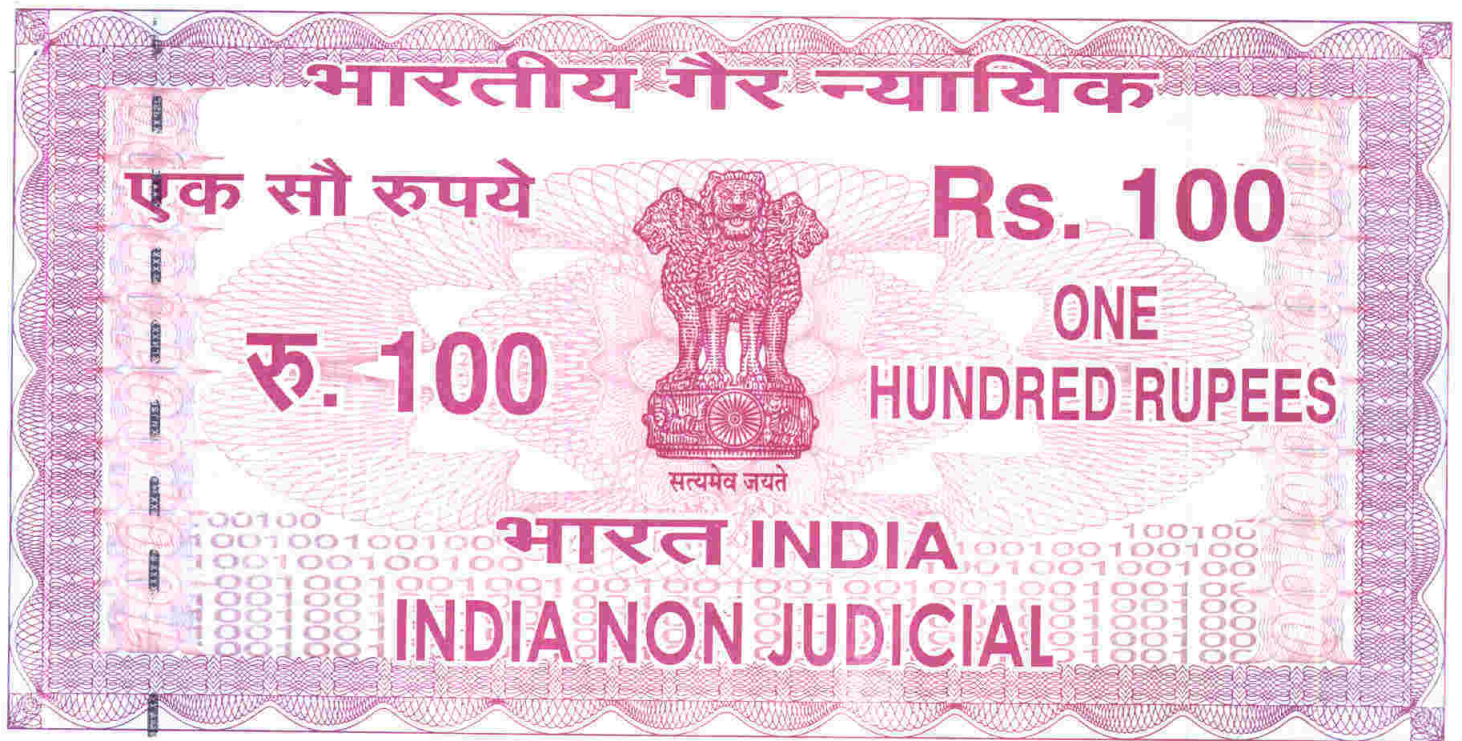
Witness 1: 
[Prof. Teetendra Pandey]

Witness 2: 
(Dr. Ashutosh Kumar Bhatt)

Registrar
Netaji Subhas Open University
(NSOU), Kolkata

Witness 1: 
PROSENJIT BHATTACHARYA

Witness 2: Gourab Barua
(GOURAB BARUA)



ଓଡ଼ିଶା ओडिशा ODISHA

L 243628

This memorandum of Understanding (MoU) is made on this, the 25.01.2021 day of 2021

BETWEEN

Odisha State Open University, established by the Government of Odisha in 2015 located at G.M. University Campus, Budharaja, Sambalpur- 768004 through its Registrar, hereinafter referred to as "OSOU" (which term shall so far as the context admits be deemed to mean and include its successors and assignees), as the party of the first part;

AND

Uttarakhand Open University was established by an Act of Uttarakhand Legislative Assembly in 2006 (Act No. 23 of 2005) with the aim of disseminating knowledge and skills through distance learning, using the flexible and innovative methods of education to ensure 'independent learning herein referred to (which term shall so far as the context admits be deemed to mean and include its successors and assignees), as the party of the Second part;

PREAMBLE:

WHEREAS both the Universities are established by state legislature having jurisdiction over the respective state boundaries have the mandate to cater to the education aspiration of the people of respective states.

AND WHEREAS both the Universities have developed high quality Self Learning Materials, Videos including e-text at the Postgraduate, Undergraduate, Diploma and Certificate level following the UGC regulations issued from time to time.


Registrar
Odisha State Open University
Sambalpur


Registrar
Uttarakhand Open University
Haldwani (Nainital)

AND THEREFORE, both the parties hereto, have decided for collaboration in sharing of resources generated for teaching learning activities including e-resources and video tutorials for natural benefit of the learners as per the following mutually agreed guidelines:

1.0 Objective

The ultimate objective of the joint collaboration is to enhance relations between the two Universities and to develop academic and cultural interchange in the areas of education, research and other activities, agree to cooperate and work together towards the growth & development of higher education in the States.

2.0 Scope of the MoU

- i. UOU and OSOU shall be free to use the SLM developed by each other which are available at the website or repository of OSOU and UOU under copyright/open license without any cost implication
- ii. The copyright of the SLM shall remain with the respective copyright holder and the other party shall duly acknowledge under the appropriate licensing systems.

3.0 Effective Date and Duration

- iii. The MoU shall take effect from the date of execution hereof and shall remain valid for three years. The MoU unless extended by mutual written agreement of the parties shall expire three years after the date specified above. Either party shall have the right to unilaterally terminate this MoU upon 90 (ninety) days with prior written notice to the other party. In case of termination of agreement it shall be binding on both the parties to protect the interest of the students already enrolled in the programme.

4.0 Area of Collaboration

- i. Sharing of self-learning materials, audio and video programmes, particularly e-learning resources, effective from the ' date of signing, which may be extended by mutual consultation and agreement.
- ii. Sharing of best practices in the field of programme design, development and deliver.
- iii. Faculty and Student exchange programmes for sharing of experience
- iv. Promotion of Skill Development Programmes to boost employment opportunities for our learners, particularly the under-privileged groups
- v. Jointly working in the fields of training, research and capacity building
- vi. Joint collaboration for promotion of OER and MOOCs,
- vii. Sharing technology for effective e-learning, m-learning and online student support services including evaluation of student's performance.

5.0 Confidentiality & ownership

The parties shall ensure that no information/ document received from each other are made public without the formal approval of the partner.

6.0 Liability

The OSOU shall not be held liable for any loss, damage, expense or any other liability caused on the part of UOU in connection with the services rendered under this MoU.

7.0 Force Majeure

Neither of the parties hereto shall be liable for non-performance or delay in performance for causes due to force majeure. For the purpose of this MoU, force majeure is defined as cause beyond the control of the party affected including natural calamities, acts of terrorism, war and civil commotion etc.

8.0 Dispute Redressal Mechanism: Any dispute arising out of this agreement shall be resolved through mutual consultation between both parties. In case of failure to resolve the dispute through negotiation third party arbitration shall be adopted on mutually agreed terms and conditions.

9.0 Miscellaneous: As this venture is collaborative in nature, both the OSOU and UOU shall take all initiatives to discharge their respective obligations in order to achieve the objective of each of the identified programme in accordance with the spirit of the MoU.

10.0 Coordination and Review

OSOU and UOU shall hereby appoint Registrar, OSOU as Coordinator from OSOU side, Registrar, UOU, as Coordinator for UOU side act as "Coordinators" in their respective Universities who shall be responsible for coordinating all communication and directing the implementation of the MoU.

IN WITNESS WHEREOF, the parties have executed this agreement on the day, month and year hereinabove written.

Agreed upon and signed by



Registrar

Odisha State Open University

Odisha State Open University

Sambalpur

Witness-1


(Tari Ratan Kumar)
CoF

Witness-2


Prashant Das
25/1/21
25/1/2021

Registrar

Uttarakhand Open University

Dehradun (Nainital)

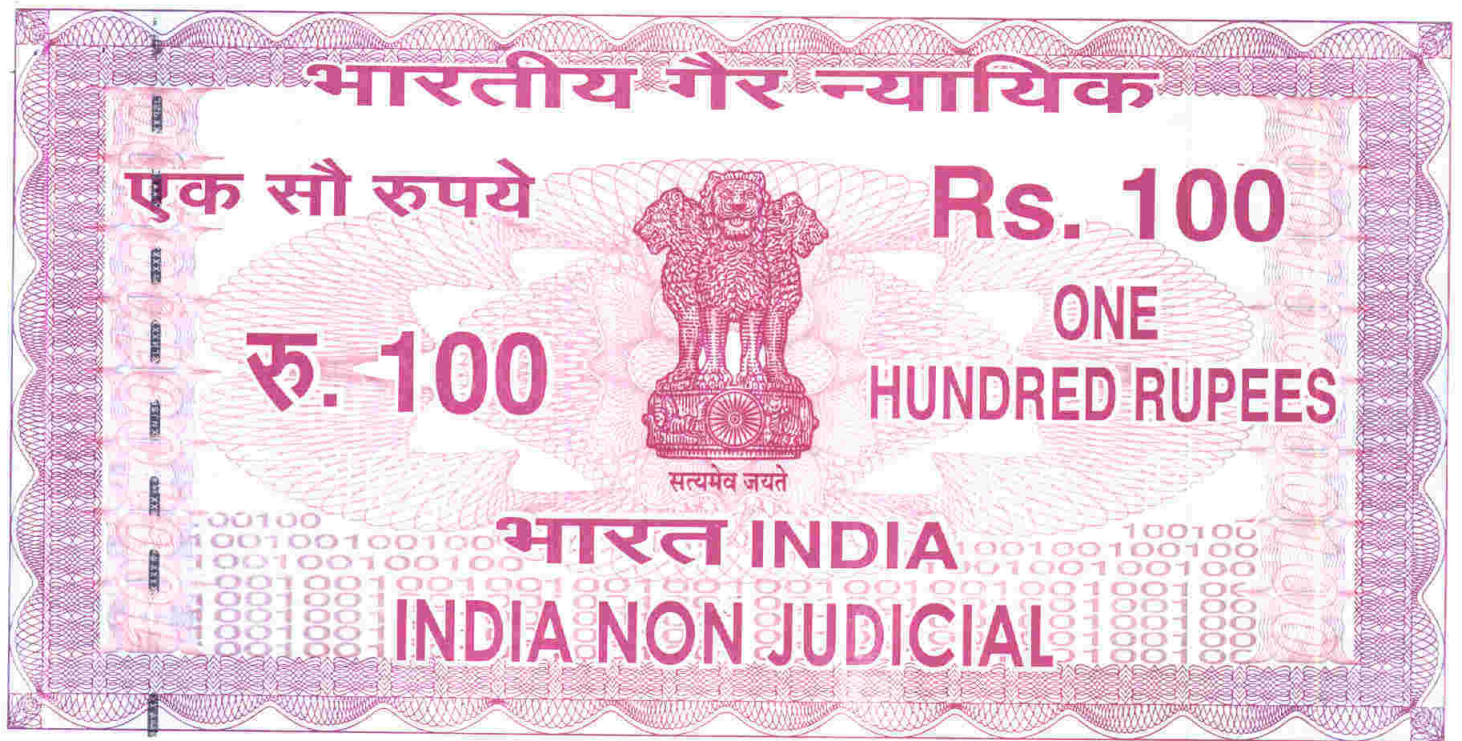
Uttarakhand Open University

Witness-1



Witness-2


Raman



ଓଡ଼ିଶା ओडिशा ODISHA

L 243628

This memorandum of Understanding (MoU) is made on this, the 25.01.2021 day of 2021

BETWEEN

Odisha State Open University, established by the Government of Odisha in 2015 located at G.M. University Campus, Budharaja, Sambalpur- 768004 through its Registrar, hereinafter referred to as "OSOU" (which term shall so far as the context admits be deemed to mean and include its successors and assignees), as the party of the first part;

AND

Uttarakhand Open University was established by an Act of Uttarakhand Legislative Assembly in 2006 (Act No. 23 of 2005) with the aim of disseminating knowledge and skills through distance learning, using the flexible and innovative methods of education to ensure 'independent learning herein referred to (which term shall so far as the context admits be deemed to mean and include its successors and assignees), as the party of the Second part;

PREAMBLE:

WHEREAS both the Universities are established by state legislature having jurisdiction over the respective state boundaries have the mandate to cater to the education aspiration of the people of respective states.

AND WHEREAS both the Universities have developed high quality Self Learning Materials, Videos including e-text at the Postgraduate, Undergraduate, Diploma and Certificate level following the UGC regulations issued from time to time.


Registrar
Odisha State Open University
Sambalpur


Registrar
Uttarakhand Open University
Haldwani (Nainital)

AND THEREFORE, both the parties hereto, have decided for collaboration in sharing of resources generated for teaching learning activities including e-resources and video tutorials for natural benefit of the learners as per the following mutually agreed guidelines:

1.0 Objective

The ultimate objective of the joint collaboration is to enhance relations between the two Universities and to develop academic and cultural interchange in the areas of education, research and other activities, agree to cooperate and work together towards the growth & development of higher education in the States.

2.0 Scope of the MoU

- i. UOU and OSOU shall be free to use the SLM developed by each other which are available at the website or repository of OSOU and UOU under copyright/open license without any cost implication
- ii. The copyright of the SLM shall remain with the respective copyright holder and the other party shall duly acknowledge under the appropriate licensing systems.

3.0 Effective Date and Duration

- iii. The MoU shall take effect from the date of execution hereof and shall remain valid for three years. The MoU unless extended by mutual written agreement of the parties shall expire three years after the date specified above. Either party shall have the right to unilaterally terminate this MoU upon 90 (ninety) days with prior written notice to the other party. In case of termination of agreement it shall be binding on both the parties to protect the interest of the students already enrolled in the programme.

4.0 Area of Collaboration

- i. Sharing of self-learning materials, audio and video programmes, particularly e-learning resources, effective from the ' date of signing, which may be extended by mutual consultation and agreement.
- ii. Sharing of best practices in the field of programme design, development and deliver.
- iii. Faculty and Student exchange programmes for sharing of experience
- iv. Promotion of Skill Development Programmes to boost employment opportunities for our learners, particularly the under-privileged groups
- v. Jointly working in the fields of training, research and capacity building
- vi. Joint collaboration for promotion of OER and MOOCs,
- vii. Sharing technology for effective e-learning, m-learning and online student support services including evaluation of student's performance.

5.0 Confidentiality & ownership

The parties shall ensure that no information/ document received from each other are made public without the formal approval of the partner.

6.0 Liability

The OSOU shall not be held liable for any loss, damage, expense or any other liability caused on the part of UOU in connection with the services rendered under this MoU.

7.0 Force Majeure

Neither of the parties hereto shall be liable for non-performance or delay in performance for causes due to force majeure. For the purpose of this MoU, force majeure is defined as cause beyond the control of the party affected including natural calamities, acts of terrorism, war and civil commotion etc.

8.0 Dispute Redressal Mechanism: Any dispute arising out of this agreement shall be resolved through mutual consultation between both parties. In case of failure to resolve the dispute through negotiation third party arbitration shall be adopted on mutually agreed terms and conditions.

9.0 Miscellaneous: As this venture is collaborative in nature, both the OSOU and UOU shall take all initiatives to discharge their respective obligations in order to achieve the objective of each of the identified programme in accordance with the spirit of the MoU.

10.0 Coordination and Review

OSOU and UOU shall hereby appoint Registrar, OSOU as Coordinator from OSOU side, Registrar, UOU, as Coordinator for UOU side act as "Coordinators" in their respective Universities who shall be responsible for coordinating all communication and directing the implementation of the MoU.

IN WITNESS WHEREOF, the parties have executed this agreement on the day, month and year hereinabove written.

Agreed upon and signed by




Registrar

Odisha State Open University

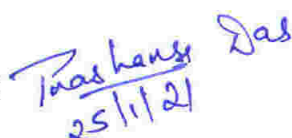
Odisha State Open University

Sambalpur

Witness-1


(Tari Ratan Kumar)
CoF

Witness-2


Rashank Das
25/1/21
25/1/2021

Registrar

Uttarakhand Open University

Reginani (Nainital)

Uttarakhand Open University

Witness-1



Witness-2


Raman

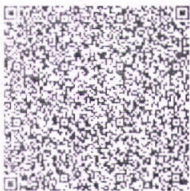


INDIA NON JUDICIAL
Government of Punjab

e-Stamp

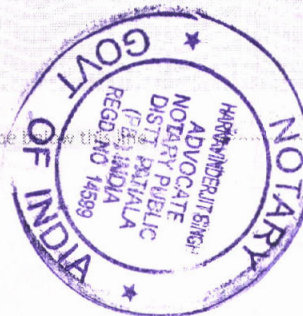
Certificate No. : IN-PB03329264082423W
Certificate Issued Date : 04-Apr-2024 04:10 PM
Certificate Issued By : pbsmarnu
Account Reference : NEWIMPACC (SV)/ pb7054304/ PATIALA/ PB-PT
Unique Doc. Reference : SUBIN-PBPB705430407399053450929W
Purchased by : HARPREET SINGH
Description of Document : Article 4 Affidavit
Property Description : Not Applicable
Area of Property : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : JGND PSOU PATIALA
Second Party : Not Applicable
Stamp Duty Paid By : JGND PSOU PATIALA
Stamp Duty Amount(Rs.) : 50
(Fifty only)
Social Infrastructure Cess(Rs.) : 0
(Zero)
Total Stamp Duty Amount(Rs.) : 50
(Fifty only)

Harpreet Singh



Yam
15-4-24

Registrar
Jagat Guru Nanak Dev
Punjab State Open University
Patiala



Registrar
Uttarakhand Open University
Haldwani (Nainital)

IE 0022865921

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at www.shieldstamp.com or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



MEMORANDUM OF UNDERSTANDING
For Academic Collaboration

BETWEEN



UTTARAKHAND OPEN UNIVERSITY

UTTARAKHAND

AND


JAGAT GURU NANAK DEV PUNJAB STATE OPEN UNIVERSITY

PUNJAB

Attested As Identified

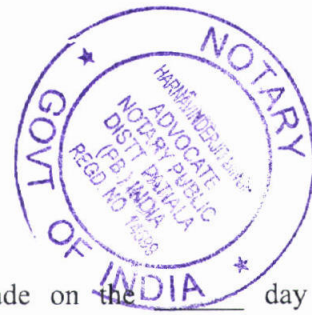
NOTARY PUBLIC
PATIALA INDIA

15 APR 2024


Registrar
Uttarakhand Open University
Haldwani (Nainital)

Page 1 of 6


Registrar
Jagat Guru Nanak Dev
Punjab State Open University
Patiala



This memorandum of Understanding (MoU) is made on the _____ day of _____, 2023

BETWEEN

Uttarakhand Open University, established by the Government of Uttarakhand in 2005 located at Behind Transport Nagar, Vishwavidyalaya Marg, Haldwani (Nainital), Uttarakhand through its Registrar, hereinafter referred to as "UOU" (which term shall so far as the context admits be deemed to mean and include its successors and assignees), as the party of the first part;

AND

Jagat Guru Nanak Dev Punjab State Open University (JGND PSOU), Patiala, established by the State Legislature Act No. 19 of 2019 located at C/28 Lower Mall, Patiala, Punjab, 147001, as the party of the Second part;

PREAMBLE

WHEREAS both the Universities are established by state legislature having jurisdiction over the respective state boundaries have the mandate to cater to the education aspiration of the people of respective states.

AND WHEREAS both the Universities have developed high quality Self Learning Materials, Videos including e-text at the Postgraduate, Undergraduate, Diploma and Certificate level following the UGC regulations issued from time to time.

AND THEREFORE, both the parties hereto, have decided for academic collaboration in sharing of resources generated for teaching learning activities including e-resources and video tutorials for natural benefit of the learners as per the following mutually agreed guidelines:

1. Description of both institutions:

Uttarakhand Open University (UOU) has been established by the Uttarakhand State Legislature (Act No. 23 of 2005) on 31.10.2005 with the aim of disseminating knowledge and skills through distance learning, using the flexible and innovative methods of education to ensure 'Independent Learning'. The Act aims at introduction and promotion of Open University and Distance Education Systems in the Educational Pattern of the State of Uttarakhand. Its mission are to make positive contribution to increase the Gross Enrolment Ratio (GER) in higher education; create a state-wide network of Skill Development Centers and Study Centers to reach out to all parts of the state and all segments of the society; create University-Industry interface in Skill-based education; and reach the unreached people residing in rural, remote and inaccessible regions of the State.

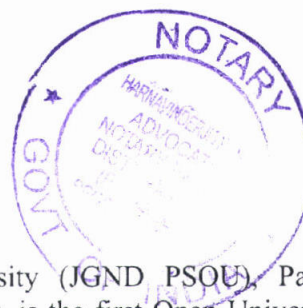
Registrar
Uttarakhand Open University
Haldwani (Nainital)

Attested As Identified

NOTARY PUBLIC
PATIALA INDIA

15 APR 2024

Registrar
Jagat Guru Nanak Dev
Punjab State Open University
Patiala



Jagat Guru Nanak Dev Punjab State Open University (JGND PSOU), Patiala, established by the State Legislature Act No. 19 of 2019, is the first Open University in the state of Punjab. The motto of the University is SEWA (skill enhancement, employability, wisdom, and accessibility). Jagat Guru Nanak Dev Punjab State Open University is guided by these core values in its pursuit of excellence and in fulfilling its mission to shape knowledgeable, skilled, and responsible individuals for the betterment of the nation and society at large, while ensuring accessibility and inclusivity in education.

2. Objective:

The ultimate objective of the joint collaboration is to enhance relations between the two Universities and to develop academic and cultural interchange in the areas of education, research and other activities, agree to cooperate and work together towards the growth & development of higher education in the States.

To enhance relations between the two Universities and to develop academic and cultural interchange in the areas of education, research and other activities, agree to cooperate and work together towards the growth & development of higher education and Open and Distance learning System.

3. Areas of collaboration :

The parties will promote and cooperate in:

- i. Academic Exchange in the broad areas of mutual interest and related disciplines focusing blended and digital learning process.
- ii. R&D collaborations in the academic and ODL areas.
- iii. Assisting each other for the organization and / or participation in national and international symposia, conferences, specialized exhibitions and similar events taking place in the respective places.
- iv. Joint collaboration for promotion of OER and MOOCs
- v. Sharing technology for effective e-learning, m-learning and online student support services including evaluation of student's performance.
- vi. Sharing of self-learning materials, audio and video programmes, particularly e-learning resources, effective from the ' date of signing, which may be extended by mutual consultation and agreement.
- vii. Sharing of best practices in the field of programme design, development and deliver.
- viii. Promotion of Skill Development Programmes to boost employment opportunities for our learners, particularly the under-privileged groups
- ix. Joint collaboration for Faculty Development Programme that will include classroom seminars and site visits which may include trips to Learner Support

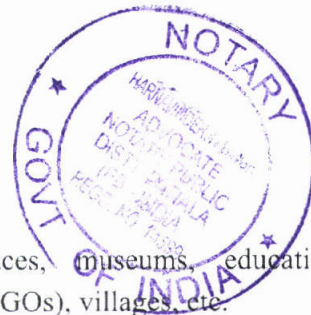
Registrar
Uttarakhand Open University
Haridwar (Uttarakhand)

Attested As Identified

NOTARY PUBLIC
PATIALA INDIA

15 APR 2024

Registrar
Jagat Guru Nanak Dev
Punjab State Open University
Patiala



- Centers, Regional Centers, historical places, museums, educational institutions, Non-Governmental Organizations (NGOs), villages, etc.
- x. Adoption and Adaption of Academic Programmes.
 - xi. All other relevant activities of mutual interest to JGND PSOU and UOU.

4. Administration:

- 4.1 The Authorized signatories of both JGND PSOU and UOU shall manage this Memorandum of Understanding (MoU) and all endeavors that derive from it. They (or their designated representatives) will be responsible for developing and carrying out a joint plan and submissions regular reports on the implementation of this MoU. Any activity proposed that does not fit into the general terms of this MoU will be formally incorporated as an addendum to the implementation plan to this MoU, provided the addendum of implementation plan is agreed to and signed by both parties.
- 4.2 For the purpose of facilitating the day-to-day implementation of this MoU, JGND PSOU and UOU agree to have regular communication and correspondence.
- 4.3 This MoU shall be effective and shall come into force upon signature of the authorized signatories of both the parties. It shall be subject to revision by written agreement between the two parties.
- 4.4 All the parties shall keep the respective communities informed of this MoU to draw benefits from it and to contribute towards its implementation in spirit and substance.

5. Co-ordination and Review:

JGND PSOU and UOU shall hereby appoint "Coordinators" in their respective Universities who shall be responsible for coordinating all communication and directions for the implementation and execution of the MoU.

6. Effective Date and Duration:

The MoU shall take effect from the date of execution hereof and shall remain valid for Five (05) years. The MoU unless extended by mutual written agreement of the parties shall expire five years after the date specified above. Either party shall have the right to unilaterally terminate this MoU upon 90 (ninety) days with prior written notice to the other party.

Registrar
Uttarakhand Open University
Dehradun (Uttarakhand)

Attested As Identified
NOTARY PUBLIC
PATIALA INDIA

15 APR 2024

Registrar
Jagat Guru Nanak Dev
Punjab State Open University
Patiala



7. Financial Provisions:

Sharing of expenditure shall be determined by the parties on a project-by-project basis and will be incorporated by reference as an addendum to this MoU or additional implementation plans.

8. Termination / Amendment / Breakdown of MoU :

8.1 Either party may terminate this MoU by written notification signed by the appropriate authority of the institution initiating the notice. However, the other party must receive such notification at least six months prior to the effective date of termination.

8.2 In the event of disagreement on any of the terms and conditions of this MoU, the expenditure incurred by the parties would remain on 'As is Where is condition'. This would be decided on a project-by-project basis.

8.3 In case of termination of agreement it shall be binding on both the parties to protect the interest of the students already enrolled in the programme. The students taking courses as part of an exchange at the partner institution should be allowed to continue till they complete the semester/programme or till the students complete the permissible duration of the programme whichever is earlier.

9. Confidentiality & ownership

The parties shall ensure that no information/ document received from each other are made public without the formal approval of the partner.

10. Liability

The UOU shall not be held liable for any loss, damage, expense or any other liability caused on the part of JGND PSOU in connection with the services rendered under this MoU and Vice-versa.

11. Force Majeure

Neither of the parties hereto shall be liable for non-performance or delay in performance for causes due to force majeure. For the purpose of this MoU, force majeure is defined as cause beyond the control of the party affected including natural calamities, acts of terrorism, war and civil commotion etc.

Registrar
Uttarakhand Open University
Haldwani (Nainital)

Attested As Identified
NOTARY PUBLIC
PATIALA INDIA
15 APR 2024

Registrar
Jagat Guru Nanak Dev
Punjab State Open University
Patiala



12. Dispute Redressal Mechanism

Any dispute arising out of this agreement shall be resolved through mutual consultation between both parties. In case of failure to resolve the dispute, all disputes, differences, claims and demands arising under or pursuant to this MOU shall be subject to the jurisdiction of Courts/Forums of Patiala.

13. Undertaking by JGND PSOU and UOU:

13.1 The parties hereto undertake to work closely and cooperate in the implementation of this MoU and to endeavor to resolve disputes arising between them in relation to this MoU by amicable means. Should this not be possible because of irreconcilable differences, this MoU may be terminated by mutual consent of the two parties.

13.2 The parties to this MoU or their authorized representatives acknowledge having read and understood the MoU and agree to remain bound by its terms and conditions.

14. Intellectual Property Rights:


Intellectual Property developed by the joint efforts would be the joint property of the Parties. Any financial benefits or otherwise arising thereon would be shared proportionately by the parties in consonance with the efforts / inputs given by them.

The undersigned, being duly authorized thereto, have signed this Memorandum of Understanding in two original copies in English at the place and on the date indicated below:


Registrar
Uttarakhand Open University
(UOU), Haldwani

Witness 1:

Witness 2:


Registrar
Punjab State Open University
(JGND PSOU), Patiala

Witness 1:

Witness 2:

The Contents of this affidavit document have been read over the deponent He/She has acknowledged the true & correct.

Page 6 of 6

Attested As Identified
NOTARY PUBLIC
PATIALA INDIA
15 APR 2024

**MEMORENDUM OF UNDERSTANDING
FOR EDUCATIONAL COOPERATION
BETWEEN
UTTARAKHAND OPEN UNIVERSITY, HALDWANI
AND
UTTAR PRADESH RAJARSHI TANDON OPEN
UNIVERSITY, PRAYAGRAJ**

1. Parties

The parties to this MEMORENDUM OF UNDERSTANDING are

- Uttarakhand Open University, Haldwani, India hereafter referred to as "UOU."
- Uttar Pradesh Rajarshi Tandon Open University, Prayagraj, India hereafter referred to as "UPRTOU."

2. Purpose

- 2.1 The purpose of this MEMORENDUM OF UNDERSTANDING is to promote international agreement, scholarly collaboration, cultural interaction and friendship by supporting educational, professional and cultural activities among faculty and students of the two institutions. Accordingly, the areas of cooperation will include, subject to mutual consent, any programme offered at their university as felt desirable and feasible on either side and that both sides will contribute to the fostering and development of the cooperative relationship between the two universities.
- 2.2 Specific areas of cooperation between the two institutions, subject to the availability of funds and the approval of UOU and UPRTOU, include, but not limited to the following:
- (a) Exchange of faculty members;
 - (b) Joint research activities;
 - (c) Participation in seminars and academic meetings;
 - (d) Developing and executing special academic programmes; and
 - (e) Joint consultancies;
 - (f) Organizing joint conferences/seminars/workshops

(g) Exchange of academic materials and other information.

- 2.3 A Memorandum of Understanding (MOU's) shall be developed for specific agreements based on the mutually agreed upon objectives and outcomes, at any time, but require the signatures of both Vice Chancellors / Registrar (or expressly designated delegates).
- 2.4 The purpose of this MEMORENDUM OF UNDERSTANDING is to outline an academic and management framework between the two parties, designed to promote internationalization at both institutions. The parties do not intend to be legally bound to each other, and this MEMORENDUM OF UNDERSTANDING does not impose legal obligations on either party.

3. Notices

Every notice, request or any other communication required or permitted to be given pursuant to this LETETR OF INTENT shall be in writing and delivered personally or sent by registered or certified post or via air mail or via courier or facsimile or by e-mail (which shall be acknowledged by the other Party) to the Parties at their address and facsimile number as stated below:

Uttar Pradesh Rajarshi Tandon
Open University, Prayagraj

Name: Prof. Seema Singh

Uttarakhand Open University,
Haldwani

Name: Professor O.P.S. Negi

Designation: Vice Chancellor

Address: Sector-F, Phaphamau, Prayagraj

Tel No: 0532-2447028

Fax No.

Email: vcuprtan@yahoo.co.in

Designation: Vice-Chancellor

Address: Behind Transport Nagar, Haldwani

Tel No: 05946-286000

Fax No. 05946-264232

Email: UC@uou.ac.in

4. Publicity and Advertising

The parties agree that each may publish or advertise the existence and nature of activity under this MEMORENDUM OF UNDERSTANDING. Nothing in this agreement shall be construed as confidential.

5. Duration of MEMORENDUM OF UNDERSTANDING

- 5.1 This MEMORENDUM OF UNDERSTANDING will be effective upon signature by each University President/ Vice-Chancellor (or an expressly designated delegate) for a period of three years, at which

time it will be reviewed for possible renewal for another three-year period.

- 5.2 Either party may, with sixty days written notice, terminate the MEMORENDUM OF UNDERSTANDING in advance of its normal expiration or request the renegotiation of its conditions.

6. Other Terms

- 6.1 Any dispute or difference arisen out of this MEMORENDUM OF UNDERSTANDING shall be resolved through amicable settlement.
- 6.2 Each party shall co-indemnify and hold each party harmless for any and all costs or expenses associated with damages or claims arising out of activities commenced under this MEMORENDUM OF UNDERSTANDING, or any act or omission of the party, its employees or others acting on its behalf while undertaking any aspect of these cooperative activities.
- 6.3 This MEMORENDUM OF UNDERSTANDING is in two originals, and both parties shall hold one original copy.

Signed for and on behalf of:

Uttar Pradesh Rajarshi Tandon
Open University, Prayagraj


Professor Seema Singh
Vice-Chancellor

U.P. Rajarshi Tandon Open University

Date: 09-08-2021

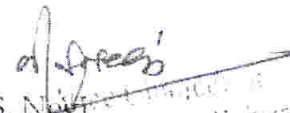
In the presence of:

Name Ashutosh Gupta
Designation Director, SOS
By - Director, CIOA

Date: 03-08-2021



Uttarakhand Open University, India


Professor O.P.S. Negi
Vice-Chancellor

Uttarakhand Open University
Haldwani (Nainital)

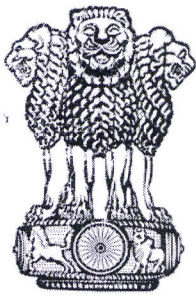
Date: 09-08-2021

In the presence of:

Name Dr. Jeetendra Pande
Designation Associate Professor

Date: 09/08/2021

Dr. Jeetendra Pande
Associate Professor- Computer Science
UTTARAKHAND OPEN UNIVERSITY
Teenpani Bypass, Rampur Road, Haldwani
Distt- Nainital (Uttarakhand), INDIA



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Government of Uttarakhand

CHANDRA PRAKASH
STAMP VENDOR
TEHSIL, HALDWANI (NAINITAL)

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Registrar

Uttarakhand Open University
Haldwani (Nainital)

Vinod

विनाय सिंह / Vinod Singh
सदस्य सचिव / Member Secretary
भारतीय पुनर्वास परिषद् / Rehabilitation Council of India
दिव्यांगजन सशक्तिकरण विभाग
Department of Empowerment of Persons with Disabilities (Divyangjan)
सामाजिक न्याय और अधिकारिता मंत्रालय
Ministry of Social Justice & Empowerment
बी-21, कुतुब इस्टीट्यूशनल एरिया, / B-22, Qutab Institutional Area
नई दिल्ली / New Delhi-110015

Statutory Alert:

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2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.


**MEMORANDUM OF UNDERSTANDING (MOU) FOR PROMOTION OF EDUCATION
FOR THE EMPOWERMENT OF PERSONS WITH DISABILITIES**

The Memorandum of Understanding (MoU) between Uttarakhand Open University, Haldwani (hereinafter referred as "UoU, Haldwani ") having its office at Transport Nagar , University Road, Haldwani- 263139 and the Rehabilitation Council of India (hereinafter referred as "RCI"), a Statutory Body under Ministry of Social Justice and Empowerment, DEPwD, Govt. of India, having its office at B-22, Qutub Institutional Area, New Delhi-110016 was Signed on 16.01.2015 for collaboration in promoting education through distance mode for the empowerment of person with disabilities for a period of 05 years upto 15.01.2020.

In pursuance of the above MoU, Special Education courses namely B.Ed. Special Education, through Open & Distance Learning mode (B.Ed.Spl.Edn.-ODL) in the area of Intellectual and Developmental Disabilities, Visual Impairment, Hearing Impairment & Learning Disability were successfully implemented with an encouraging acceptability and increasing demand.

The present MoU is an extension of the MoU signed between UoU, Haldwani and RCI, New Delhi on 16.01.2015 for collaboration in promoting education for the empowerment of persons with disabilities and is governed by the following provisions:

1. The UoU, Haldwani will collaborate with RCI in designing programme and development of multimedia for Special Education courses through Open & Distance Learning (ODL) and will facilitate delivery and certification of such courses.
2. RCI recognizes UoU, Haldwani as State Open University equipped to undertake Special Education courses through Open & Distance Learning (ODL) in Hindi & English medium. RCI will also extend technical expertise to UoU, Haldwani and its Study Centres as and when required.


Registrar
Uttarakhand Open University
Haldwani (Nainital)


विनीत सिंह/Vineet Singh
सदस्य सचिव / Member Secretary
भारतीय पुनर्वास परिषद् / Rehabilitation Council of India
दिव्यांगजन सशक्तिकरण विभाग
Department of Empowerment of Persons with Disabilities (Divyangjan)
सामाजिक न्याय और अधिकारिता मंत्रालय
Ministry of Social Justice & Empowerment
बी-21, कुतुब इंस्टीटयूशनल एरिया, /B-22, Qutab Institutional Area
नई दिल्ली / New Delhi-110016

3. UoU, Haldwani as per MoU will conduct the following courses through Open & Distance Learning (ODL) mode in the State of Uttarakhand in Hindi & English medium till the validity of MoU. Course wise allocations of seats to University & its Study Centres are as under :-

Name of courses	Max. intake	Duration	Intake per batch for each study centre
B.Ed.Spl.Ed. -ODL (Intellectual and Developmental Disabilities)	500	05- semesters, i.e. 2.5 years (To be completed in max. 10 semesters i.e. 5 years)	50 (Max.)
B.Ed.Spl.Ed. -ODL (Hearing Impairment)		(For the learners without having any RCI recognized Diploma in Special Education)	
B.Ed.Spl.Ed. –ODL (Visual Impairment)			
B.Ed.Spl.Ed. –ODL (Learning Disability)			

4. Training programme(s) through ODL mode for B.Ed.Spl.Ed. shall be conducted as per the prescribed norms and regulations of RCI. SLM shall be developed by the UoU, Haldwani in light of the revised syllabus.
5. For aforesaid training programmes, the faculty and infrastructural facilities at the University, academic contents, eligibility conditions, and process of evaluation etc. shall be as prescribed by the RCI from time to time.
6. All the Special Education training programmes to be conducted in future need to be planned on Self-Financing and Self-Sustaining Scheme with generation of funds through course fees and other charges to meet the running cost of the course.
7. The amount of the Programme Fee and other charges is to be decided jointly by RCI & UoU, Haldwani to meet the financial implications for self-financing. No other fee or any other amount shall be charged by UoU, Haldwani from the students.


Registrar
Uttarakhand Open University
Haldwani (Nainital)


विनीत सिंहल / Vineet Singh
सदस्य सचिव / Member Secretary
भारतीय पुनर्वास परिषद् / Rehabilitation Council of India
दिव्यांगजन सशक्तिकरण विभाग
Department of Empowerment of Persons with Disabilities (Divyangjan)
सामाजिक न्याय और अधिकारिता मंत्रालय
Ministry of Social Justice & Empowerment
बी-21, कुतुब इस्टीट्यूशनल एरिया, /B-22, Qutab Institutional Area
नई दिल्ली / New Delhi-110016

8. On the basis of the criteria mentioned at Clause (5), course fees will be shared by the UoU, Haldwani, 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 fees and other charges shall be fixed on a long-term perspective as per the following proportion;
 - (a) **UoU, Haldwani** 50% of the total fee and charges collected in r/o special education courses and other courses as mentioned at Clause (3).
 - (b) **Study Centre:** 40% of the total fee and charges collected in r/o special education courses and other courses as mentioned at Clause (3).
 - (c) **RCI:** 10% of the total fee and charges collected in r/o special education courses and other courses as mentioned at Clause (3).
9. Study Material in respect of aforesaid courses will be provided by UoU, Haldwani to Study Centres and students as per the requirement.
10. Training institutions already running the B.Ed.Spl.Ed. training programme approved by the Council in the State of Uttarakhand shall only be considered as a Study Centre(s), subject to fulfilment of the prescribed eligibility conditions to become study centres as mentioned in the revised B.Ed. Spl.Ed.–ODL norms, 2021
11. UoU, Haldwani will provide the list of prospective Study Centre(s) to RCI for issuance of NOC to act as a Study Centre under UoU, Haldwani.
12. In case approval is not further extended to any training institutions for conducting B.Ed. Spl.Ed. programme through face-to-face mode, the eligibility to become Study Centres will automatically stand cancelled. However, the students already enrolled in the study centre concerned will be allowed to continue the course within the time frame as stipulated under Clause-3.
13. UoU, Haldwani and RCI will jointly decide the norms in respect of the honorarium to the faculty and detailed process of admission, examination and evaluation etc.
14. UoU, Haldwani shall conduct the training programmes as per the prescribed syllabus of RCI and shall also conduct examination and award Marksheet and degree to the students.


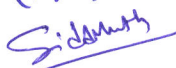
However, for registration in CRR of RCI , Authentication Certificate shall be issued by the concerned study centre(s) from where the candidate has completed the course.

15. Any dispute between UoU, Haldwani and the concerned study centre shall be resolved by them only. RCI will not be responsible for any such dispute.
16. There will be an Apex Advisory Committee which will normally meet twice a year to oversee the implementation of the MoU. The composition of AAC shall be as under:
 - a. Vice-Chancellor, UoU, Haldwani, - Chairperson
 - b. Two experts nominated by the Chairperson, RCI - Members
 - c. Two nominees of the Board of Management of the UoU, Haldwani - Members
 - d. Member-Secretary, RCI - Ex-Officio Member
 - e. Programme Coordinator, UoU, Haldwani - Member Secretary
17. The present MoU shall be valid for a period of 5 years w.e.f. 16.01.2020 and may be renewed from time to time at 5 (five) years of interval on mutual agreement. However, it may also be terminated earlier by either party giving advance notice of one academic session.
18. 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

On behalf of UoU, Haldwani
Uttarakhand Open University
Haldwani (Nainital)

WITNESSES:

1. 
(Prof. A.K. Naveen)
2. 
(Siddharth Kumar Pokhriyal)

Member Secretary

On behalf of RCI

विनीत सिंहल / Vineet Singhal
सदस्य सचिव / Member Secretary
भारतीय पुनर्वास परिषद् / Rehabilitation Council of India
दिव्यांगजन सशक्तिकरण विभाग
Department of Empowerment of Persons with Disabilities (Divya)
सामाजिक न्याय और अधिकारिता मंत्रालय
Ministry of Social Justice & Empowerment
बी-21, कुतुब इन्स्टीट्यूशनल एरिया, / B-22, Qutab Institutional Area
नई दिल्ली / New Delhi-110016

2. 
डॉ. सुबोध कुमार / Dr. Subodh Kumar
उप निदेशक / Dy. Director

भारतीय पुनर्वास परिषद् / Rehabilitation Council of India
दिव्यांगजन सशक्तिकरण विभाग
Department of Empowerment of Persons with Disabilities (Divyangjan)
सामाजिक न्याय और अधिकारिता मंत्रालय
Ministry of Social Justice & Empowerment
बी-21, कुतुब इन्स्टीट्यूशनल एरिया, / B-22, Qutab Institutional Area
नई दिल्ली / New Delhi-110016

MEMORANDUM OF UNDERSTANDING

BETWEEN



UTTARAKHAND OPEN UNIVERSITY,
HALDWANI

AND



तत्त्वमूलं हि साधनम्
Research is the Root of all Quest

RESEARCH FOR RESURGENCE FOUNDATION,
NAGPUR



महाराष्ट्र MAHARASHTRA

2016

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MEMORANDUM OF UNDERSTANDING
BETWEEN
RESEARCH FOR RESURGENCE FOUNDATION, NAGPUR
AND
UTTARAKHAND OPEN UNIVERSITY, HALDWANI
FOR
ESTABLISHMENT
OF
RESEARCH FOR RESURGENCE OUTREACH CENTRE

(23 DECEMBER 2017, PAUSH SHUDDH 5, YUGABD 5119, VIKRAMI 2074)

This Memorandum of Understanding (MoU) is made and executed at Guwahati on this date of 23 December of the year 2017 which is Paush Shuddh 5 by and between:

1. **Research for Resurgence Foundation**, Sheshadri Sadan, Tulsibaug Road, Mahal, Nagpur, Maharashtra-440032 (Bharat) (*Hereinafter referred as RFR Foundation*) which is founded by voluntary organization Bharatiya Shikshan Mandal by or repugnant to the subject shall mean and include its successors and assigns.
2. **Uttarakhand Open University**, Behind Transport Nagar, Teenpani Bye Pass Road, Haldwani, Uttarakhand 263139 (*Hereinafter referred as UOU*)

RFR Foundation and **UOU** are referred to individually as a "**Party**" and collectively as "**Parties**". Both Parties have reached the following intent to collaboration as per below described articles of this MOU.

ARTICLE 1: BACKGROUND AND PURPOSE

- 1.1.1. Research for Resurgence Foundation is founded by voluntary organization Bharatiya Shikshan Mandal (hereinafter referred as RFR Foundation). The core objective of RFR Foundation is to bring paradigm shift in research outcome, research methodology and innovation based technologies, ensuring Bharatiya prospective, philosophy and applicability.
- 1.1.2. The RFR Foundation has functional dimensions to strengthen and synchronize Research, Researchers, Resources and Reach.
- 1.1.3. The RFR Foundation is a multi-domain Research Institute and a network hub of research and allied activities in academics and industrial sector.

AND

- 1.2. Uttarakhand Open University was established by an Act of Uttarakhand Legislative Assembly on 31 October 2005. Uttarakhand Open University (UOU) was established by an Act of Uttarakhand Legislative Assembly in 2005 (Act No. 23 of 2005) with the aim of disseminating knowledge and skills through distance learning, using the flexible and innovative methods of education to ensure 'independent learning'. (hereinafter referred as UOU).

- 1.2.1. UOU will cater to the educational needs of the target groups through the open systems of learning; create skilled and knowledge based human resource for speedy uplifting and development of the State in particular;

provide easy access to education to different sections of society, especially to those with seemingly geographical isolation and difficulty; promote national integration and integrated development of human personality; impart knowledge for awareness and skill development; promote research orientation in the present scenario of technology and development and disseminate knowledge through an innovative multi-media teaching-learning system; promote dissemination of learning and knowledge through distance education systems including the use of any communication technology to provide opportunities for higher education to a large segment of the population and shall in organizing its activities.

1.1 Purpose:

RFR Foundation and UOU are interested in working together with mutual collaboration to give each other's strengths in research and facilities thereof, will mutually benefit the students and faculties for nurturing the research, innovation and creativity among students. Now therefore the parties hereto have agreed to enter into a memorandum of understanding considering the long term benefits of sharing the knowledge and resources between the institute and establish a strong academic collaboration, by undertaking joint responsibilities and activities in their respective field of excellence, research, resources, knowledge and human described in the article 2 of this MOU as area of collaboration.

ARTICLE 2: AREAS OF COLLABORATION

The parties hereby agree to work collaboratively on following points for the effective and efficient engagement by fulfilling the purpose of this MoU towards strengthening and streamlining research in scientific and technology development, innovation and entrepreneurship ecosystem in Bharat. The mutually agreed **activities** by and between the parties are as under:

1. The responsibilities and work for UOU:

- 1.1. Setting-up functional RFR foundation extension centre in academic campus for,

- 1.1.1. Awareness, publicity & accessibility for RFR foundation work, facilities and opportunities.
- 1.1.2. Awareness, publicity & accessibility for research activities, programs, Seminar, workshops, conferences and like to be jointly organized.
- 1.1.3. Philosophical acceptance and responsibility towards concept of 'Resurgence'.
- 1.1.4. Monitoring, execution and evaluation of parameter/s of research applicability for nation / society / local requirement, incorporation of Bharatiya methodology and references in various programs at institutional level including Ph.D., M.Phil., Post Graduation, Under Graduation research projects and research methodology program.
- 1.1.5. Establishing platform for converting strength & excellence in terms of infrastructure and human resource for betterment of educational systems across world.
- 1.2. To organize national, international events, program at mutually agreed interval.
- 1.3. To provide infrastructure, academic & technical Support in various activities organized by RFR Foundation, subject to availability.
- 1.4. Promote and support student(s), faculty(s) exchange programs.
- 1.5. Maintain respect and dignity among other Academic associates and Industrial associates of RFR Foundation.
- 1.6. Active participation in associate members' annual meetings organized by RFR Foundation.
- 1.7. To recognize RFRF as workplace for research including PhD studies and post-doctoral research.
- 1.8. To recognize RFRF faculties as adjunct faculties (Associate Professor, Professor) of the university.

2. The responsibilities and work for RFR Foundation:

- 2.1. To provide Title "Academic Associate" & its certification to UOU.
- 2.2. To provide access to knowledge resource centre of RFR Foundation.
- 2.3. To facilitate UOU for industry-academia, academia-academia collaborations at national & international level.

- 2.4. To provide support in conduction of Refresher Courses, Orientation courses, Research methodology programs and faculty development program.
- 2.5. Promotion of Research Activities in common interest area.
- 2.6. Privileged invitation for event(s) / program(s) organized by RFR foundation and Bharatiya Shikshan Mandal (limited number of guests).
- 2.7. Display and information about facilities and opportunities at UOU in the reception gallery at foundation.
- 2.8. Two nominations (incumbent authorities) in *Samanvay Sabha* for associates.
- 2.9. Support in execution, monitoring and evaluation process of various research activities.
- 2.10. Access and usage of knowledge resource centre, infrastructural facilities such as convention centre at special 'Academic Associates' discounted charges.
- 2.11. The facilities for students and faculties at concessional charges.
- 2.12. Consultation, unbiased evolution of various educational processes as RFR foundation Academic & Administrative Audit program.
- 2.13. Information and invitation for research events conducted by other associate members for associates' network.

ARTICLE 3: CO-ORDINATION AND NODAL OFFICER

Both entities shall mutually decide and designate a nodal officer. The nodal officer will have responsibility for fulfilling the objectives of this agreement and also will carry out all activities mutually agreed by the parties.

ARTICLE 4: SCOPE

The Parties acknowledge and agree that the Areas of Collaboration are not exhaustive in nature and the Parties shall in good faith, negotiate to elaborate upon the Areas of Collaboration, including additional areas of collaboration as may be mutually agreed and the rights, responsibilities and obligations of each Party in relation to each of the Areas of Collaboration. The Parties may, from time to time, execute addenda or modifications to this MOU to incorporate such additional scope of collaboration or discussions in accordance with Clause 6.3.

ARTICLE 5: DURATION

This MOU shall be valid after its signature from the date of signing till for **FIVE** years. The Parties may further extend the MOU with mutual written consent, in order to ensure continuous inputs regarding in light of changing trends and environment in the area of collaboration for this MOU. As part of subsequent extensions the Parties may agree to make amendment in the MOU.

ARTICLE 6: TERMS

6.1 Finance

Both Parties shall be responsible to carry out the activities under the area of collaboration and New Project, Program, Conference, Seminar, Workshops and like which is co-designed/ organized by both of the parties. The financial arrangements wherever involved will be decided and approved after mutual consent and shall be agreed to for each activity individually on resource deployment, arrangements and mobilization will be planned vis-a-vis.

6.2 Assignment

Neither of the Parties shall assign any of their duties under this MOU to any other person or institution without prior approval of other party. A specific agreement will be entered into for each activity.

6.3 Amendments

No alterations, additions or modification hereto shall be valid and binding unless the same are reduced to writing and signed by both the Parties

6.4 Non-Exclusive Discussions

The Parties acknowledge and agree that the Areas of Collaboration under this MOU are being undertaken on a non-exclusive basis and either Party shall be free to enter into or consummate transactions similar to the Areas of Collaboration with other parties in Bharat or elsewhere.

6.5 Confidentiality and Public Announcement:

- 6.5.1. "Confidential Information" means the confidential, proprietary, and trade secret information of the disclosing party to be disclosed by the disclosing party under this MOU, and comprises (a) information in tangible form that: (a) (1) bears a Confidentiality Legend, or (2) does not bear any Confidentiality Legend, if the receiving party knew, or reasonably should have known under the circumstances, that the information was confidential and had been communicated to it in confidence, and (b) discussions about that information that may occur before, at the same time, or after disclosure of the information. This MOU and all confidential information exchanged between the Parties pursuant to this MOU shall be held in confidence.
- 6.5.2. Neither Party nor any of the affiliates shall make any public announcement about the MOU and /or the scope of proposed engagement, without the prior written consent of the other Party. Any public announcement so made, shall be as outlined in the Article 2 of this MOU.

6.6 License and Intellectual Property Rights

- 6.6.1. No license is granted under this MOU to either Party under any of the other Party's intellectual property rights, either expressly, by implication, inducement, estoppel or otherwise. Both Parties understand and acknowledge that grant of any such license shall always be express and in writing.
- 6.6.2. Both parties will take all necessary steps to protect the knowledge documents and intellectual Properties generated during the process or shared by the parties.

6.7. Conflict of Interest

Neither of the parties believes that the Collaboration contemplated by this MOU raise any actual or potential conflicts of interest. The parties agree that this MOU and the negotiation of the same (and any other agreements entered into in connection herewith) are independent of any past, present or potential future arrangements, and are not connected to an existing business relationship between either of the parties.

ARTICLE 7: TERMINATION

7.1 This MOU shall also terminate without liability to either party if otherwise agreed to by the Parties in writing with a notice period of 1 month.

7.2 Survival and binding Nature

7.2.1. Except for Clause 6 (Terms), Cause 7 (Termination) and 9 (Dispute Settlement) of this MOU, nothing contained in this MOU is intended to be or shall be construed in any way to be legally binding on any of the Parties.

7.2.2. Except as set forth elsewhere in this MOU, Clause 6 (Terms), Cause 7 (Termination), 9 (Dispute Settlement) shall survive the expiry or termination of this MOU.

ARTICLE 8: DISPUTE SETTLEMENT

8.1 Governing Law and Jurisdiction

8.1.1. This MOU shall be governed by and construed in accordance with the laws of Republic of Bharat. All disputes arising out of or related to this MOU, including without limitation all matters connected with its performance, will be governed by, and construed and interpreted under the laws of Bharat, without reference to conflict of laws principles.

8.1.2. All disputes and differences arising out of or in connection with this MOU shall be the first instance referred to arbitration by three (3) arbitrators, jointly appointed by Parties. The decision and award determined by such arbitration will be final and binding upon the Parties. The arbitration will be conducted in accordance with the Arbitration and Conciliation Act, 1996, as may be in force from time to time. The arbitration proceedings will be conducted in Hindi, English or any Bharatiya Language and the seat of arbitration will be New Delhi.

8.2 Notices

All communications hereunder shall be in writing and shall be deemed given if delivered personally or mailed by registered or certified mail (return receipt requested) to the Parties at the address specified below:

If to RFR Foundation:

Attention of: Secretary

Address: Research for Resurgence Foundation, Sheshadri Sadan, Tulsibaug Road, Mahal,
Nagpur, Maharashtra-440032 (Bharat)

Phone: +91 712 2721322, 8275282541, 9822745768, 9823912580

Email: info@rfrfoundation.org, rfrfbharat@gmail.com Website: www.rfrfoundation.org

If to UOU:

Attention of:

Address: Uttarakhand Open University, Behind Transport Nagar, Teenpani Bye Pass
Road, Haldwani, Uttarakhand 263139

Phone: 1800 180 4025

In witness whereof the parties hereto have signed, sealed and delivered this agreement
on **23 December 2017** above written in presence of:

For,

Bharatiya Shikshan Mandal's

Research for Resurgence Foundation, Nagpur

**Uttarakhand Open University,
Haldwani**

Sign 

Name:

Designation: **Secretary**
Research for Resurgence Foundation

Sign 

Name: Prof. Nageshwar Rao

Designation: Vice Chancellor
UOU

Witnessed by:

Sign 

Name:

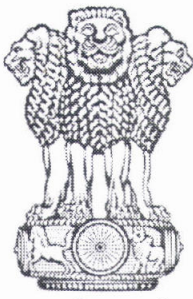
Designation:



Sign 

Name: **Dr. Satyawati Meshram**

Designation: **Trustee**



सत्यमेव जयते



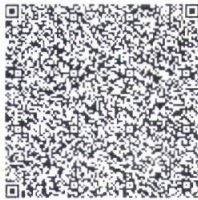
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Account Reference : NONACC (SV)/ uk1203304/ DEHRADUN/ UK-DH
Unique Doc. Reference : SUBIN-UKUK120330486175695726137W
Purchased by : SPECS DEHRADUN
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : NA
Consideration Price (Rs.) : 0
(Zero)
First Party : UTTARAKHAND OPEN UNIVERSITY HALDWANI
Second Party : SPECS DEHRADUN
Stamp Duty Paid By : SPECS DEHRADUN
Stamp Duty Amount(Rs.) : 100
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Memorandum of Understanding

Between

Uttarakhand Open University, Haldwani

And

**Society of Pollution and Environmental Conservation Scientists (SPECS), 115 Krishan Nagar,
Dehra Dun 248001, Uttarakhand**

Uttarakhand Open University, Haldwani

This Memorandum of Understanding (MoU) herein after referred to as "MOU" is signed on the 14th of December, 2020 by the following two parties. Uttarakhand Open University, Haldwani, a State Government University was established in 2005 for providing higher education through ODL mode. It's headquartering at Transport Nagar, University Road, Haldwani.

AND

Society of Pollution and Environmental Conservation Scientists (SPECS), 115 Krishan Nagar, Dehra Dun 248001, Uttarakhand

AIMS AND OBJECTIVES

- a. The Memorandum of Understanding is signed to Research and Innovation, Startup and Entrepreneurship, Science Communication, Livelihood and Entrepreneurship, Skills and therapies For Differently able Children, Promotion of Science Education among students through various hands-on workshops, Celebration of National Science, Technology, Environment and Biodiversity Days etc. for students studying in Uttarakhand Open University, Haldwani.
- b. Society of Pollution and Environmental Conservation Scientists (SPECS) and Uttarakhand Open University, Haldwani will work together to improve learning environment for students with disabilities in the State.

TERMS OF REFERENCE OF MOU

1. Whereas the Society of Pollution and Environmental Conservation Scientists (SPECS) organize awareness programs in Campus and different Study centre in collaboration with Uttarakhand Open University, Haldwani.


Registrar
Uttarakhand Open University
Haldwani (Nainital)



2. SPECS will take the assistance of Uttarakhand Open University, Haldwani, in its Research and Development and outreach such as awareness, and training programs.

3. Whereas the Uttarakhand Open University, Haldwani has agreed to provide the places and institutions and other services, for the above mentioned purposes and periods, it also agreed to provide sufficient space and other essential amenities for workshops, seminar and conference in their premises.

4. First Party & Second Party believe that collaboration and cooperation between themselves will promote more effective use of each of their resources and provide each of them with enhanced opportunities.

5. The Parties intend to cooperate and focus their efforts on cooperation within areas of education, academics, research, skills entrepreneurs, etc..

DURATION, TERMINATION AND REVIEW OF MOU

Arrangements under this MoU will be operative for a period of Five years commencing from the date of signing of this MoU by SPECS and Uttarakhand Open University, Haldwani. Further, continuance of this MoU would be subject to joint review by the SPECS and the UOU to be undertaken prior to the expiry of this MoU. In case any of the terms and conditions of the agreement is violated, either sides shall have the right to terminate the agreement and stop giving/receiving Braille books and audio books and recover the sent materials.

CLARIFICATION, DISPUTES, IF ANY

Wherever clarification is called for in respect of the clauses contained in this MoU, such matter(s) shall be referred to the Chief Functionary Officer, SPECS and the Registrar, Uttarakhand Open University, Haldwani for settlement.

Legal Territorial Jurisdiction in the case of any dispute shall be Dehradun/Nainital (Uttarakhand) only.


President
SPECS, Dehradun
Date: 22-08-2024
Place: Haldwani


Registrar
Uttarakhand Open University,
Date: 22-08-2024
Place: Haldwani
Registrar
Uttarakhand Open University
Haldwani (Nainital)



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गौरव तिवारी स्टाम्प विक्रेता
तहसील परिसर हल्द्वानी
ला० न० 15/2013

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Description of Document : Article Miscellaneous
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Register

Uttarakhand Open University
Haldwani (Nainital)

Dr. D. P. Uniya:
Joint Director
Uttarakhand State Council
for Science & Technology
Dehradun

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MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

UTTARAKHAND OPEN UNIVERSITY, HALDWANI

AND

UTTARAKHAND COUNCIL FOR SCIENCE AND TECHNOLOGY, DEHRADUN

1. Parties

The parties to this MEMORENDUM OF UNDERSTANDING are

- **Uttarakhand Council for Science and Technology, Dehradun referred to as UCOST**
- **Uttarakhand Open University, Haldwani hereafter referred as "UOU"**

2. Purpose

2.1 The purpose of this MEMORENDUM OF UNDERSTANDING is to promote scholarly collaboration, Technical interaction and friendship by supporting educational. Professional and cultural activities among faculty and Scientists of the two institutions. Accordingly, the areas of cooperation will include, subject to mutual consent, the programmes of study, research studies, models of institutional academic governance, policies, documents, etc, with the core spirit of co-operation for sharing and ensuring the maximum utilizations of scarce resources between the two Organizations.

2.2 Specific areas of cooperation between the two institutions, subject to the availability of funds and the approval of UOU and UCOST, will include, but not limited to. The following;

- (a) Exchange of faculty members;
- (b) Joint research activities including interdisciplinary research and research projects;
- (c) Developing and executing special academic programmes;
- (d) Joint consultancies;
- (e) Organizing joint conferences/seminars/workshops;
- (f) Exchange of academic materials and other policies and documents;
- (g) Exchange of resources for academic purpose; and
- (h) Access of Library and library resources to the Learners of the two academic institutions.

2.3 Additional areas of mutual cooperation shall be subject to written consent of both the institutions.

2.4. The purpose of this MEMORENDUM OF UNDERSTANDING is to outline an academic and management framework of cooperation between the two parties designed to promote mutual growth for both institutions. The parties do not intend to be legally bound to each other, and this MEMORENDUM OF UNDERSTANDING does not impose legal obligations on either party.

3. Notices

Every notice, request or any other communication required or permission to be given pursuant to this Memorandum of Understanding shall be in writing and delivered personally or sent by

For
28/9/22
Registrar
Uttarakhand Open University
Haldwani (Nainital)

registered or certified post or via courier or by e-mail (which shall be acknowledged by the other Party) to the Parties at their address and phone numbers as stated below:

Uttarakhand Council for Science and Technology,
Dehradun

Name: *Dr. D. P. Uniyal*

Designation Registrar */J.D.*

Address *UCOST, Dehradun*

Tel No. *0135-2976266*

Fax No.

Email *dpuniyal@ucost.in*

Uttarakhand Open University

Haldwani

Name: **Professor Rashmi Pant**

Designation: Registrar

Address: Tcenpani Bypass, T.P.Nagar,
Haldwani-263139 Nainital (Uttarakhand)

Tel No. **+91-5946-286000**

Fax No.

Email: **registrar@uou.ac.in**

4. Publicity and Promotion

The parties agree that each party may publish or promote the activities of mutual interest/ benefit under this MEMORENDUM OF UNDERSTANDING, without any charge or fee.

5. Duration of MEMORENDUM OF UNDERSTANDING

5.1 This MEMORENDUM OF UNDERSTANDING will be effective upon signature by both the Registrars (or by expressly designated delegates) for a period of *three years*. Later, it may be renewed for another period of three years.

5.2 Either party may, with sixty days written notice, terminate this MEMORENDUM OF UNDERSTANDING in advance of its normal expiration or request the renegotiation of its conditions.

6. Other Terms

6.1. Any disputes or differences arising out of this MEMORENDUM OF UNDERSTANDING shall be resolved through amicable settlement.

6.2 This MEMORENDUM OF UNDERSTANDING in two originals and both the parties shall hold one original copy.

Signed for and on behalf of:

Uttarakhand Council for Science and Technology, Dehradun

Registrar / J D

Date: _____

Dr. D. P. Uniyal
Joint Director
Uttarakhand State Council
for Science & Technology
Dehradun

In the presence of:

Manoj Kumar Singh

Name..... *Manoj Kumar Singh*

Designation..... *S.A (IT) Cell*

Date..... *29/9/22*

28/9/22
Uttarakhand Open University

Registrar
Uttarakhand Open University

Registrar

Date: _____

In the presence of:

Dr. Ashutosh Kumar Bhatt

Name..... *Dr. Ashutosh Kumar Bhatt*

Designation..... *Associate Prof.*

Date..... *28/9/22*