

generally and collectively referred to as "**Centre**" in the forthcoming paragraphs, in the premises referred above of the second party for the purposes of providing Counseling / Teaching Sessions / Assignment Evaluation / Conducting Exams of the students enrolled with it and generally for Study Programs related activities and the second party is interested in getting the same being used for the purposes of the opening of the Centre for the courses of the First Party.

NOW IT IS HEREBY AGREED AS FOLLOWS

(i) The second party has a right to enter into this MOU with the First party and has the right to let the building/ premises being used for the purposes of the opening the Centre by the first party.

(ii) The Host Institution will

- Will ensure that the Centre functions strictly as per DEC norms and/or suggestions given by UOU from time to time.
- Recommend the name to UOU for appointment of the Coordinator. In case of non approval, new names shall have to be provided to seek approval as per DEC norms.
- Provide space / infrastructure as per the following norms—

a> Study Centre

Minimum 3000-4000Sq.Ft. comprising 5-6 Class Rooms.

b> Program Study Centre

Minimum 1000 Sq.Ft. comprising 1-2 Class Rooms

c> Special Study Centre

To be decided by the Management

Note: Premises shall provide sufficient ventilation, drinking water, toilets, 1 additional room for office of the UOU/Coordinator of Centre.

- Let a signboard of UOU installed prominently at a proper place as per the specifications provided by UOU at the cost of the Host Institution.
- Provide and Equip each centre with Telephone, Broad Band Internet Connection, Computer-P4, Laser Printer and Fax Machine, where Internet Connectivity is not available.
- Make halls/rooms available at scheduled time for holding routine classes, counseling/teaching, practical's and semester /term-end / annual examinations as per need of UOU.
- Bear all recurring expenditure towards operation, running & maintenance of services and facilities including stationary, computer, staff / faculty / coordinator, telephone / electricity / water charges and maintenance of equipment supplied by the University, if any, under any special programme.
- Arrange necessary personnel for delivery of Programmes/ services. The counselors and teachers will be identified by the Host Institution and approved by UOU on the recommendation of Regional Director.

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

- Provide additional equipments as per the scheme i.e. LCD, 32", VCD, Audio System, Satellite Receiver and stands, tables and cabinets as per the requirements.
- Shall collect all the fee-course/exam and other prescribed fee payment from the students enrolled by DD / PO in favour of the UOU and deposit the same with the First Party or designated bank within 3 days.
- Shall keep, maintain and upload (manually / Electronically) such records, as may be required by UOU for general administration of the Center and evaluation of the progress of the student.

(iii) UOU will

- Provide two sets (Hard Copy/ Soft Copy) of Self-instructional and other materials pertaining to the programme(s) being run at the centre.
- Provide share of revenue per programme to the Host Institution at the rates prescribed in the scheme as per the ceiling of percentage of Gross Fees as motioned in Annexure- 1. The payment to Host Institution shall be made in installments as under –
 - 50% of Fee within 15 Days of confirmed admission.
 - Balance within 15 days of final examinations, after deducting the cost of the study material (Annexure1).
- Provide enrollment / registration numbers to the students after receiving the admission forms complete with required documents and requisite due payment against the particular course.
- Provide study material within a period of 30 days from issue of Registration number to the centre as per the agreed cost/ sent directly to the student under intimation to the centre, with cost to be deducted from the 2nd installment of the due payment.
- Be solely responsible for Course Structure and other modalities including evaluation and conduct of exams and awarding certificates of completion/ Degree/ Diploma as the case may be.
- Have the right to shift or close the Centre if it finds that support services are not being provided, as per the norms and requirements of the university. In such case the Coordinator would have to hand over all the assets and academic records of the learners to the Regional Director. The Coordinator will also have to settle all financial accounts with the Regional Directors. And the First Party shall have a right to transfer or affiliate the students of the Centre with the other Center as per its own discretion.
- The First party shall have the right to inspect the Centre whenever he likes and suggest such changes as may be deemed necessary to meet the DC norms and the same shall have to be complied with within a period of 15 days from communication in writing to the Host Institution.

The UOU shall monitor the Centre directly or through its Regional Centre headed by a Regional Director (RD) as a Representative of UOU.

(iv) Security

The Second Party except Govt. institutions shall deposit the following amounts as One Time Security by rendering Joint Fixed Deposit Receipt of any Nationalized Bank in the names of Second Party and UOU for the period of 5 years to be renewed after expiry. The second party shall be entitled to the interest due or accruing on such deposits directly from the Bank.

Deposit Amount

Study Centre Rs. 50,000/-

Programme Centre Rs. 25,000/-

Special Study Centre Rs. 10,000/-

(v) Affiliation Fee

Each Centre except Govt. Department shall be required to make a onetime non refundable payment of Rs. 10,000/- as Affiliation Fee to UOU.

(vi) Term & Termination

The term of this Agreement ("**Term**") shall commence on the date of this Agreement and shall remain valid and in force for a duration of 5 years from the date of commencement of the first course. However, the First Party will have a right to terminate the same in case of the Centre violating the norms and other Terms & Conditions of this MOU provided the Second Party is given the Notice of such intention in writing giving minimum 15 days time to rectify the deviations as referred to in (iii) above. In case of continuing default the final termination letter will be served. However, the Second Party shall obtain the clearance in writing of the First Party after rectifying the deviations, if any. Second Party will have no right to deny running the course and Centre in respect of a course started during the period of said 5 years till the completion of the course.

In case of emergency, UOU reserves the right to take charge of the Centre for the limited purpose of completion of courses in the interest of students for a maximum period of 6 months.

(vii) Applicable Law and Dispute Resolution

This Agreement and all questions of its interpretation shall be construed in accordance with the laws of India.

In case any dispute arose between the parties with regard to this agreement or anything incidental thereto than prior to submitting to the arbitration tribunal such Dispute, the Parties shall use their reasonable efforts to reach an amicable solution by means of direct negotiation. The authorised representative of each Party shall attempt to negotiate an amicable settlement of the Dispute however, if the Parties have not reached an agreement within thirty (30) days from the date that the interested Party notifies its intention to resolve the Dispute in an amicable manner the Parties may refer such Dispute to arbitration in accordance with Clause below.

(viii) **Arbitration**

a. All Disputes shall be settled through arbitration proceedings in accordance with the Indian Arbitration and Conciliation Act, 1996 by an arbitration board comprising of three (3) arbitrators ("**Arbitration Board**"). Each Party shall appoint one (1) arbitrator to the Arbitration Board. The two (2) arbitrators appointed by the Parties shall then jointly appoint a third arbitrator who shall serve as Chairman of the Arbitration Board. The Parties agree to bear in equal proportion all the costs related to the sole arbitrator so appointed and all the expenses incurred for conducting arbitration hereunder. The Arbitration Board shall have powers to award only such remedy as is contemplated by this Agreement, including as appropriate, injunctive relief. The place of sitting of Arbitration Board shall be within District Nainital only.

b. Subject to the foregoing, all matters arising out of this Agreement shall be subject to the exclusive jurisdiction of the courts at Nainital and the Parties hereby irrevocably submit to the jurisdiction of these courts. The Parties irrevocably waive any objection to venue in these courts and any objection based on the doctrine of forum non conveniencie or similar grounds that these courts are inconvenient for determination of a Dispute.

(ix) **Force Majeure**

i> 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 commotion, wars, hostilities between nations, government loss, orders regulations, embargos, action by the government(s) or any agency thereof act of God, storms, fires, accidents, strikes, sabotages, explosions, or other similar or different categories beyond the reasonable control of the respective parties to this agreement

ii> In the event that either party is wholly or in part, prevented from or hindered in carrying out or observing any of the terms or conditions of this agreement for any cause set forth hereinabove, such party shall give 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 the resolution of the affairs so prevented or hindered.

In witness whereof the parties affix their signatures below on this _____ day of _____ 2010

For **FIRST PARTY** For **SECOND PARTY**

Witness :

1>

2>

Schedule of Property with Address

Annexure – 1

Schedule of Revenue Sharing between UOU and Centre

Maximum reimbursement of the course fee to a centre on submission of bills.

General Courses

Upto 60% of Course Fee

Vocational / Professional Courses

Upto 70% of Course Fee

Note – 1/3rd from the Centre share of fees subject to maximum of 20% of the Gross Course Fee Collection shall be deducted by UOU against the Cost of Course Study Material which shall be supplied by the UOU.

Obligations

Centre

- Operation and Management of Centre as per the norms of the UOU
- Payment against expenses to Coordinator / Faculty salaries and other staff as per the need and allowances thereof.
- Assignments evaluation
- Disseminate information and knowledge as per UOU norms.
- Provide information to UOU as per requirements
- Collection and deposit of Fee with UOU / designated bank
- Provide such support facilities to students enrolled as may be required by UOU
- To keep and maintain the premises in good condition

University / UOU

- Framing of Course Curriculum
- Course Material development and supply
- Monitoring
- Conducting the Exam
- Result declaration
- Awarding certificate of completion / Degrees / Diplomas
- Students Support Services

ANNEXURE II (MOU)

Statement about Programmes to be run

- A) Description of Programmes to be run
- a. Study Centre
 - b. Programme Centre
 - c. Special Study Centre

(Tick whichever is applicable)

- B) Details about Degree/Diploma/Certificate Programme(s) proposed to be run

- | | | | |
|----|--|----|--|
| 1. | | 5. | |
| 2. | | 6. | |
| 3. | | 7. | |
| 4. | | 8. | |

No new programme other than mentioned above will be under taken by the Statute/Organization except with prior approval of the University.

Signature of Second Party

Signature First Party