



### 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 under **Uttarakhand Open University Act No.23 of 2005** and also recognised by **Distance Education Council, New Delhi** with its headquarter at Unchapull, Haldwani, District-Nainital, Uttarakhand hereinafter referred to as the **FIRST-PARTY**, "**University**", or **UOU**, and this expression shall, unless repugnant to or inconsistent with the context, mean and include its successors or permitted assignees is the **FIRST PARTY**.

AND

\_\_\_\_\_ represented by \_\_\_\_\_ (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, mean and include any successors or permitted assignees as the **SECOND PARTY**.

#### WHEREAS:

A. the First Party is a State Open university offering various courses in distance learning mode, and

B. Second Party is a (*Institution/Firm/Society/Others*) in the name of \_\_\_\_\_ And is having a self owned/ rented building / premises in which it is presently running \_\_\_\_\_ (*name and address of the Institution*).

C. WHEREAS the First Party wishes to open a  Study Centre /  Special Study Centre / Program Study Centre  (*Tick ✓ appropriate Centre*)



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 Counselling / Teaching Sessions / Assignment-evaluation / lab-work/ Conducting Exams of the students enrolled with it and generally for the other related activities of Study Programs, and the second party is interested in getting the same being used for the purposes of opening and operating of the Centre for the courses of the First Party.

**NOW IT IS HEREBY AGREED AS FOLLOWS;**

1. 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 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 Council (DEC), 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 DEC 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.

2.2 Provide space/infrastructure as per the UOU Norms (Please refer Classification of location norms for the establishment of Study Centre#)

*Note: Premises shall provide sufficient ventilation, drinking water, and separate toilets for ladies & gents, 1 additional room for office 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 each centre with computer, computer and net-savvy personnel, telephone, broad band internet connection, computers of latest configuration, laser printers (at least 01) and fax machine.

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

2.6 Bear all recurring expenditure towards salaries, wages, operation, running & maintenance of services and facilities of the centre, and maintenance of the equipments supplied by the University, if any.

2.7 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.

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



**2.9** Deposit all the amounts (except the situation where in 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 rule of UOU.

The Security Deposit shall be refundable and it will have to be deposited in the form of a fixed deposit receipt of any nationalized bank jointly in the names of the second party and the UOU. The FDR shall have to be for a period of three years. It can be renewed after the expiry of 3 years. The second party shall be entitled to interest due or accruing on such FDR.

**2.10** Maintain the record 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.

**2.11** Check and verify with the help of supporting documentary evidence, using reasonable care, the entries filled in by the students, thereby admitting only the eligible candidates.

**2.12** Ensure to send the information about enrolled students on a weekly basis to the University through Regional Director so as to enable the University to send the study material to the students well in time. Later, all the verified forms are to be sent to the University through its Regional office.

**2.13** Ensure to conduct proper counselling sessions lab-classes practical's and field work as per requirements of the programme/course.

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

**2.15** Not claim to be the examination centre of the University.

**2.16** Keep maintains and uploads (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 two sets (hard Copy/ soft copy) of self-instructional material and the other materials pertaining to the programme(s) being offered at the centre.

**3.2** Provide share of revenue to the Second Party at the rates prescribed by the Recognition Board/the other relevant statutory authorities of the University as per the ceiling of percentage of gross fees as mentioned in Annexure- 1. The payment to Second party shall be made in instalments as under –

- First Instalment within two months from the last date of submission of admission forms as decided by the UOU.
- Second Instalment or balance amount within one month of final examinations as per UOU norms.

**3.3** Provide enrolment numbers to the students and issue (on the interest) their identity-cards after receiving the admission forms complete with required documents and requisite due payment against the particular course.



3.4 Provide study material within a period of 15 days after receipt of statements as given in 2.12, above, to the centre or directly to the student under intimation to the centre, with cost of such material to be deducted from the 2nd instalment of the payment due to the centre.

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

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

4.1 The terms of this agreement shall commence on the date of this agreement and it shall remain valid and in force, for duration of three 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 business, settlement of confusions, and incorporation of additional aspects/ modalities / Norms etc. a Steering Committee shall be constituted. This Steering Committee shall deal with all the matters which require explanation or which are not specifically mentioned in the terms and conditions of this MOU. The Steering Committee shall comprise the Registrar or his nominee and the coordinator of the Study Centre or his nominee. Decision of this Steering Committee, if agreed upon by both the parties, 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 Regional Director or through its Assistant Regional Director or through a representative or through 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 DEC norms rules and procedure and the same shall binding on be 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/notice, the norms, directions and requirements are not been followed.
- ii) Student Support Services are not being provided.
- iii) Notwithstanding two circulars / .notice, the financial records are not being settled.
- iv) The number of students falls below the specified norms, which are as below:-
  - a. For each individual traditional programme – 10 Students
  - b. For each individual professional programme – 05 Students
- v) The minimum number of proper (to be 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 overcharging of the fee from the students.
- viii) Notwithstanding two notices, not carrying out or disobeying the instructions / guidelines and orders of 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.

4.8 If the students are merged with another centre the share of the fee payable to the centre shall not be paid and it shall be transferred to the centre to which the students have been shifted.

## **5. Applicable Law and Dispute Resolution;**

5.1 This agreement and all the 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 through direct negotiations.

5.4 If the parties do not reach an agreement within 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 cost related to Arbitration Board.
- d) The Arbitration Board shall have the powers to award only such remedy as is contemplated in this agreement including injunctive relief.
- e) The place of sitting of Arbitration Board shall be within District 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 Nainital and the parties hereby irrevocably submit to the jurisdiction of these courts. The parties irrevocably wave any objection to venue in 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. Force Majeure;**

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 from or hindered in 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 the 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 \_\_\_\_\_ day of \_\_\_\_\_ 20.....

**FIRST PARTY**

**SECOND PARTY**

Witness:

1>

2>

**Schedule of Property with Address**

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## Annexure - 1

### Breakup of Revenue Sharing between UOU and Centre

Maximum reimbursement of the Program fee to the Study Centre on submission of bills.

	Study Centre Share	University Share	Study Material Cost will kept by UOU
<b>General Courses</b>	40% of Program Fees	40% of Program Fees	20% of Program Fees
<b>Vocational * / Professional Courses</b>	50% of Program Fees	30% of Program Fees	20% of Program Fees

**Note:** - \* If the study material is being provided by the concerned Vocational Course Institution / Collaborator then the Study Material Cost will be given to Vocational Course Institutions as per UOU norms.

### 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
- Guide the student to deposit the Fee with UOU designated banks by Chalan.
- 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



### 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) Detail Of Programme(s) to be run**

Sl. No	Schools	Approved Programmes
1.	Social Science	
2.	Hotel Management	
3.	Tourism	
4.	Management	
5.	Commerce	
6.	Computer Science	
7.	Yoga & Naturopathy	
8.	Ayurveda	
9.	Education	
10.	Agriculture	

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

Signature first party

Signature Second Party