

**MEMORANDUM OF UNDERSTANDING
(Centres)**

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

_____ represented by the _____
_____ (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 _____

_____ having a self owned/ rented building / premises in which it is presently located at _____
(*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.

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.

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 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 :-

- 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..... day of 20.....

For **FIRST PARTY**

For **SECOND PARTY**

Witness :

1>

2>

Name of the Centre with Address

Statement about Programmes to be offered

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

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

Signature Second Party