





### INDIA NON JUDICIAL

# **Government of Uttarakhand**

#### e-Stamp

Certificate No.

IN-UK13566881585695X

Certificate Issued Date

Unique Doc. Reference

19-Aug-2025 12:50 PM

Account Reference

NONACC (SV)/ uk1357704/ HALDWANI/ UK-NT

Purchased by

SUBIN-UKUK135770433699153212463X

Description of Document

Article 5 Agreement or Memorandum of an agreement

BENGAL ENGINEER GROUP OF CENTRE ROORKEE

**Property Description** 

NA

Consideration Price (Rs.)

0 (Zero)

First Party

REGISTRAR UTTARAKHAND OPEN UNIVERSITY HALDWANI

Second Party

BENGAL ENGINEER GROUP OF CENTRE ROORKEE BENGAL ENGINEER GROUP OF CENTRE ROORKEE

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

(One Hundred only)



Please write or type below this line

Uttarakhand Open University Haldwani (Nainital)

प्रशिक्षण अधीक्षक SUPDT OF TRG बी.डी ली. 8 केन्द्र, **राड्की** BEG & Centre, Roorkes

- 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.
  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, HALDWANI

#### AND

# **Special LSCs**

This Memorandum of Understanding (herein after referred to as 'MOU') entered on the 21 Day of August 2025 at Roorkee by and between:

# UTTARAKHAND OPEN UNIVERSITYHALDWANI, 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, 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

#### AND

Name of the Institution: **Bengal Engineer Group & Centre** A Government institution situated at **Roorkee** 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 Name of the Institution Bengal Engineer Group & Centre runs Human Resource Development Center at regimental headquarters for its personal sat various level on skill development in the related areas.

# ARTICLE-I: SCOPE OF THE MOU

This MOU details the modalities and general conditions regarding collaboration between UOU Haldwani and Bengal Engineer Group & Centre for enhancing, within the two Institutions, the

Uttarakhand Open University Haldwani (Nainital) 1 | Page

प्रशिक्षण अधीक्षक SUPDT OF TRG भी.डी.जी. & केन्द्र, रूडकी BEG & Centre, Rookea availability of highly qualified manpower in humanities/social sciences/commerce/vocational and strategic studies and other faculties of UOU as applicable without any prejudice to prevailing rules and regulations in UOU and Bengal Engineer Group & Centre and without any disregard to any mechanism evolved and approved by the competent authorities of both, the university and Bengal Engineer Group & Centre in so far as such mechanism applies to UOU and Bengal Engineer Group & Centre. The areas of cooperation including opening of study center of UOU at the premises of Bengal Engineer Group & Centre can be extended through mutual consent.

## ARTICLE-II: SCOPE OF ACADEMIC INTERACTION

This MOU will be called 'Indian Armed Forces Education Project'. This special centre will be established under UGC ODL Regulation 2020, Annexure-VIII, clause II which reads

"Higher Educational Institution shall establish a Special Learner Support Centre for imparting instruction to persons ... including the employees of Defense or Security Forces and jail inmates interested to study through the Open and Distance Learning mode: "

UOU and Bengal Engineer Group & Centre shall encourage interaction between the faculty members and students/learners of both the organizations through the following arrangements:

a) For the successful implementation of NEP-2020 the University will provide opportunity to the learners as per UGC regulation and guidelines with the approval of statutory bodies of the University.

b) UOU will open its Special Learner Support Centre in the campus of the **Bengal Engineer Group & Centre** and UOU will offer admissions in various programs offered by UOU of different streams such as Social science/Humanities/Commerce/Vocational studies etc as applicable and as per provisions.

c) Both the institution will take initiative for the implementation of policies of 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.

### ARTICLE-III: SHARING OF FACILITIES

a) Bengal Engineer Group & Centre shall make provisions to share their respective important facilities such as basic infrastructure i.e. 2 to 3 furnished rooms for the establishment of Special LSC having ICT enabled infrastructure, well furnished classroom facility in order to promote academic interaction in the areas as approved by the University.

The Centre will provide following facilities:

- 1. 2-3 furnished rooms (1 room for Special LSC office and 1-2 rooms for class rooms for counseling)
- 2. ICT infrastructure

3. The institution will also provide a list of counselors to the University in different subjects. Counselors must hold at least Masters degree in respective subjects.

Registrar Uttarakhand Oper University Haldwani (Nainital) 2 | Page

प्रिप्तण अधीतक SUPDT OF TRG बी.डी.जी. & केन्द्र, रूड़की BEG & Centre, Roorkan

- 4. The University will also provide the counseling services to the Special LSC depending upon the situation, from time to time.
- 5. University will also provide SLM to the learners and in various forms.
- b) The Special LSC will be managed by the Coordinator, nominated by the institution (Bengal Engineer Group & Centre) for the smooth functioning of the Special LSC. For this purpose, remuneration will be provided by the University as per the University norms, it will vary from time to time depending upon the learners enrolled in the Special LSC.
- c) University will provide concession/waiver to the war widows and to the learners who are dependents of martyrs as per University norms.

#### ARTICLE-IV: PROVISONS FOR FINANCIAL ARRANGEMENTS

a) The remuneration for the staff of the Special LSC shall be provided by the University as per the University norms for LSC's depending upon the number of learners enrolled in the Special LSC (subject to change time to time).

#### ARTICLE-V: EFFECTIVE DATE AND DURATION OF MOU

- a) This MOU shall be effective from the date of its approval and duly signed by competent authorities of the respective institutions.
- b) The duration of the MoU shall be for a period of three 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 Bengal Engineer Group & Centre.

#### ARTICLE-VI: CONFIDENTIALITY

During the tenure of the MOU both UOU and **Bengal Engineer Group & Centre** 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 Bengal Engineer Group & Centre 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 Bengal Engineer Group & Centre shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

Uttarakhand Open University Haldwani (Nainital) 3 | Page

पशिक्षण अधीक्षक SUPDT OF TRG

बी.डी.जी. & केन्द्र, रूडकी BEG & Centre, Roorkee 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-VII: 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-VIII: 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 AGREEMENMT 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-IX: 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 **Bengal Engineer Group & Centre** 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

4 | Page

Uttarakhand Open University Haldwani (Namital)

प्रशिक्षण अधी**तक** SUPDT OF TR**G** भी.डी.जी. & केन्द्र, **रूडकी** 

BEG & Centre, Roorkee

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.

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

Name:

Position:

Uttarakhand Open University Haldwani (Nainital)

Witnesses

01.

Paf. Ginja. Hara Divedor, Regional Services

02.

For and on behalf of

Bengal Engineer Group & Centre, Roorkee

Name:

Position:

UPDT OF TRG बी.डी.जी. 8 केन्द्र, रुड़की BEG & Centre, Roorked

02.

Maj Sondeep Kumar