

MEMORANDUM OF UNDERSTANDING

This agreement is entered into between the Directorate of Distance Education, Mahatma Gandhi Antarrashtriya Hindi Vishwavidyalaya, Wardha, herein referred to as Party No. (1) and -----
-----herein referred to as Party No. (2) on the -----By signing this agreement on this day, the said -----has become the Authorized Learning Centre of -----.

Whereas Party No. (1) has proposed to offer its Distance Education Programmes for the benefit of people at -----and whereas Party No. (2) has agreed to take up the responsibility of executing the same, and whereas both the parties have agreed to abide by the terms and conditions as hereunder :

1. Advertisement/Publicity

The Party No. (2) shall have to take up the responsibility of promoting Distance Education Programmes of Party No. (1). The Party No. (2) shall have to get prior approval in writing of the contents before issue of advertisement/ Publicity materials through any media, from Party No. (1).

The Party No. (2) is restrained from using the name of the ----- and/or logo in any of its documents except stating that the Learning Center concerned is the authorized Learning Center of -----

2. Programme, Regulations, Syllabus and Scheme of Examination

The Party No. (1) shall have the exclusive right to decide the programmes to be offered, to prescribe the Regulation and syllabi for the programmes of Learning, the scheme of Examination and revise the same as and when required in the interest of the students.

The Party No. (2) shall have to display on their Notice Board the cost of Application and Prospectus, list of Programmes offered and the details of Fees prominently.

3. Application Form and Prospectus

The prescribed Application Form and Prospectus are made available in printed form and on website by the Party No. (1). The Party No. (2) may obtain required number of prescribed application forms and prospectus from Party No. (1) on advance payment. In case of downloaded application forms, the cost of application and prospectus shall be paid by Party No. (2) along with the filled-in application to Party No. (1). In the case of printed application form and prospectus obtained by Party No. (2) from Party No. (1), the application and prospectus shall be issued to the candidates at the same cost by Party No. (2).

4. Programme Fees

The Party No. (1) shall have the exclusive right to prescribe the programme fees for various programmes offered and the share between Party No. (1) and Party No. (2) as given in Annexure-I. The Party No. (1) shall have the right to modify the programme fees, the ratio of share between Party No. (1) and Party No. (2) at any time and would intimate to party no.1 and party no.2 will have to follow the schedule

The Party No. (2) shall not collect any additional fee from the students other than the fee mentioned in Annexure-I. Violation of this will lead to instant termination of agreement.

5. Mode of Payment

The Party No. (2) shall have to collect all payments from the students due to Party No. (1) and (2) by means of Demand Draft only. The Party No. (2) is totally prohibited from accepting Cash from the candidates under any circumstances. The Demand Draft submitted by the students to Party No. (2) should be used for the purpose for which they are given. Misuse of Demand Draft for other purpose is construed as an offence.

6. Admission Procedure

The Party No. (1) shall prescribe the eligible qualification for admission to various programmes. The Party No. (2) shall have to receive back the filled-in applications with specified enclosures from the candidates along with **original certificate** of qualifying examinations and its copies attested by Self/Gazette Officers and the prescribed fees (Refer Annexure-I).

After the initial verification, the Party No. (2) shall have to return the original certificates to the candidates immediately and forward the application along with the attested copies of certificates to be attested by the party no.2 to Party No. (1) within 15 days from the date of receipt from the students. In no case the Party No. (2) shall retain the original certificates of the students. The Party No. (1) has the right to call for Original Certificates, at any time for verification. The Party No. (2) shall have to submit an acknowledgement for the receipt of filled-in application and demand draft to the candidates.

The Party No. (1) after scrutiny, shall confirm admission to candidates and send the admission cards and identify cards to Party No. (2), who in turn, shall have to deliver them to the students immediately with due acknowledgement. In no case the Party No. (2) shall retain the admission/identity card of the students.

7. Course Material

The Party No. (1) shall supply the Course Material wherever it is applicable, to the students through Party No. (2). It is the duty of Party No. (2) to deliver the same at his/her own risk and cost to the students without delay by obtaining their acknowledgement. In no case, the Party No. (2) should retain the Course materials with them for more than a fortnight. The undistributed Course materials are to be returned to Party No. (1) within a month from the date of their receipt by Party No. (2).

8. Personal Contact Programme (PCP)

The Personal Contact Programme for all programmes shall have to be conducted by the Party No. (2) for the candidates enrolled through by it, for a specific number of days/hours as prescribed by Party No. (1). The Party No. (2) shall have to send the PCP communications by Registered Post and maintain proper records as prescribed by Party No. (1). The Party No. (1) may call for the records for verification, at any time. The Party No. (2) shall have to send PCP Schedule before the commencement of the examination and a Certificate for organizing PCP to Party No. (1).

9. Resource Persons for PCP

The Party No. (2) shall have to engage the service of qualified and competent teachers working in Colleges/Universities, for taking classes in the Personal Contact Programmes. In no case the unemployed individuals and school teachers shall be allowed to take the classes.

The Party No. (2) shall maintain the records of teachers handling the classes in PCP along with their bio-data, maintain the attendance registers of Teachers taking the classes along with their signatures. In addition, the Party No. (2) shall have to maintain records relating to payment of remuneration including guidance fee to the teachers. The Party No. (1) may call for these records at any time for verification.

10. Registers/Documents to be maintained

The Party No. (2) shall have to maintain the following Registers/Records as prescribed by Party No. (1) :

- (1) Student Enquiry Register
- (2) Xerox copy of Filled-in Application(Scan copy in electronic form)
- (3) Admission Register
- (4) Course Material Distribution Register with students signature
- (5) PCP Attendance Register for Teachers with their signature Semester wise.
- (6) PCP Attendance Register for Students with their signature Semester wise.
- (7) Receipt book incorporating DD Particulars of students admitted.

All the above documents/registers are subject to verification by Party No. (1) at any time.

11. Examinations

The Party No. (1) shall have the exclusive right to prescribe the schedule of examination, fees, conduct of examinations, evaluate the answer scripts, declare results and award degrees/diplomas. The Examination Centers, the Chief Superintendent, and the University Observer shall be decided by Party No. (1).

The proforma of examination application form is given in the Prospectus and also placed on the website. The Party No. (2) shall have to collect back the filled-in applications along with the Examination fees prescribed and retransmit the same to Party No. (1), prior to the last date specified. The Party No. (1) shall scrutinize the application form of the

examination and shall decide the eligibility of the students to appear and write in the examinations.

The Party No. (2) shall ensure that the students do not have any arrears of payment of fees to Party No. (1) before retransmitting the application form of the examination to Party No. (1).

While the Examination Schedule shall be sent to the students directly, the Hall Tickets shall be issued through the Chief Superintendent of Examination Centers by Party No. (1).

The Party No. (1) shall supply the copy of Result to Party No. (2). The Marksheets, Degree/Diploma Certificates shall be sent to the students by Party No. (1) directly.

12. Financial Obligations of Party No. (2)

1. To bear the expenses regarding to the advertisement and publicity for promoting distance education programmes issued by Party No. (1).
2. To bear the administrative expenses regarding to the management of the Learning Centre.
3. To bear the expenses relating to conduct of Personal Contact Programmes such as sending communications to the students, rent for the classrooms, lecture/practical class remuneration etc.
4. To bear expenditure regarding to payment of Guidance Fee to Research Guides.
5. To bear all the legal expenses regarding to any dispute between the student and the University due to negligence of service by Party No. (2), such as failure to conduct the classes or delivering the course materials to the students or transmit fees to Party No. (1) .

13. Caution deposit

The Party No. (2) shall have to remit a interest free Refundable Deposit of Rs. -----
------(-----) as Caution Deposit to Party No. (1) which will be refunded to Party No. (2) on termination of the Agreement. The Party No. (1) shall have the right to deduct any such dues from the Caution Deposit, in case of default on the part of Party No. (2) regarding payment of any dues such as course fees, examination fees, or any other dues, without any notice to Party No. (2).

14. Other Conditions

- (a) The Party No. (2) shall have to operate only within their jurisdiction and shall not encroach into other areas.
- (b) The Party No. (2) shall have to get the prior approval from Party No. (1) for changing Name and Address of the Learning Centre.
- (c) The Party No. (2) shall not authorize/appoint any other individual designating him/her as Programme Officer or in any other capacity to operate in their own area or in other areas.
- (d) The Party No. (2) shall not accept the transfer of students form other Learning Centers unless and until permitted by Party No. (1). The Party No. (1) shall have the right to reassign the students enrolled through one Learning Centre to other Learning Centers, if situation so warrants.

- (e) The Party No. (2) shall not issue any bonafide/provisional/transfer or any other Certificate to the students in the name of -----.
- (f) No. (2) must have an exclusive premises for the Learning Centers of Party No. (1).
- (g) The Party No. (2), while issuing any promotional material including newspaper advertisements, shall not include the names of other Universities/Institutions which they are dealing with along with the name of _____.
- (h) Only the Programme Officer shall have to sign all communications addressed to Party No. (1). The documents signed by other individuals will not be considered.
- (i) The agreement is liable to be terminated instantly in case of complaints of serious nature such as fraud, willful misrepresentation and concealment of key facts or any other allegations leveled against the learning center/Study centre in the public interest by the stakeholders which would likely to disgrace the reputation of the University.

15. Validity of Agreement

This agreement shall come into effect from the date of signing and shall be in force from -----to-----.

16. Termination of Agreement

If the Functioning of Party No.(2) is not satisfactory with regard to Enrolment, conduct of Personal Contact Programmes, distribution of Course Materials and order support services, the party No.(1) shall have the right to terminate the agreement. In such a situation, the students already enrolled with the Party No.(2) shall be treated as the direct students of Party No.(1). During the tenure of this agreement , the Party No.(2) is bound to follow the rules, regulations and guidelines framed now and then and intimated by Part No. (1). In case of any violation, the Party No.(1) shall have the right to terminate this agreement without any prior notice.

The Party No. (2) shall not collect any amount/fees in the form of cash from the students. The violation of this will lead to instant termination of this agreement on the basis of complaints received. Wherever the Party No. (1) shall change the regulations/policies and make amendments relating to Distance Education in conformity with the direction of the Government, other academic/statutory bodies, such changes are binding on Party No. (2).

17. Jurisdiction of Court Relating to all Disputes

Both the parties agree that disputers, if any, arising between the parties in respect of the matters covered by this agreement shall be decided only by the Court located at Wardha.

18. Schedule

Both the parties having agreed to the aforesaid terms and conditions, have signed this agreement at Wardha in the office of Party no.1 in the presence of witnesses who had also signed this agreement. The agreement is prepared in duplicate. The original agreement is retained by Party No. (1) and a copy is handed over the Party No. (2).

Witnesses :

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| 1. ----- | 1. Registrar, MGAHV, Wardha ----- |
| 2. ----- | 2. Authorised Signature of the College/Institute ----- |