

kind attn: Dr. Veera Gupta

17/1/04

इन्दिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय
INDIRA GANDHI NATIONAL OPEN UNIVERSITY

MAIDAN GARHI, NEW DELHI-110068, INDIA
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PLANNING & DEVELOPMENT DIVISION

Prof. Beena Shah
M.Sc., M.Ed., Ph.D.
DIRECTOR

Ref. No.: IGNOU/PLNG/47(N)/1392
January 29, 2004



Dear Prof. Gosai,

Please refer to your letter No. BAOU/DIR/Agreement/8943/2003 dated 23-12-2003 for signing of MOU between IGNOU and BAOU for sharing IGNOU's learning material for B. Ed Programme, under Acquisition of Translation Rights. The duly signed copy of the Agreement is enclosed for further reference.

I am informed by Prof. S. C. Garg, PVC, of the telephonic discussion with Prof. Merchant, VC, BAOU, that she would prefer to purchase B.Ed. course material in English from IGNOU. The price catalogue is appended for ready response. You may calculate the total amount payable and send the same through Demand Draft to the Registrar, MPDD at the following address :-


The Registrar,
Material Production and Development Division,
IGNOU, Maidan Garhi,
New Delhi - 110 068

As you will appreciate, writing to MPDD in advance should be convenient to BAOU as well as IGNOU.

With regards,

Encl. as above

Yours sincerely,


(Beena Shah)

Encl.: as above.

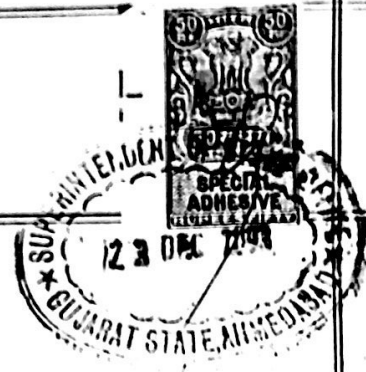
Prof. G. N. Gosai,
Director,
Dr. Babasaheb Ambedkar Open University,
9, Govt. Bungalow,
Near Dafnala Shahibaug,
Ahmedabad - 380 003

Reg. 1/1/04



B. Pareek

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AGREEMENT FOR ACQUISITION OF TRANSLATION RIGHTS

An agreement is made on 22nd day of December Two thousand three between the Dr.Babasaheb Ambedkar Open University, Govt. Bunglow-9, Shahibaug, Ahmedabad-380 003, Gujarat represented by the Registrar of the said university (hereinafter called "The Licensee" and this expression shall include his successors and assignee) on the one part, and the Indira Gandhi National Open University, Maidan Garhi, New Delhi 110 068, represented by the Registrar of the IGNOU(hereinafter called IGNOU and this expression shall include his successors and assignee) on the other part.

Whereas the licensee wishes to make use of the printed instructional material of IGNOU designed for the various courses by way translation and supplying them among the students for the courses offered by the licensee, and IGNOU has the right to grant licence for such purposes.

NOW IT IS HEREBY AGREED AS FOLLOWS:

- (i) The licence is a licence to use the instructional material of IGNOU, as specified in the sub-clause (ii) of the agreement, in the courses/programmes offered by the licensee, for an initial period of three years, from the date of this agreement.
- (ii) IGNOU hereby grants licence to the licensee for translation of the following IGNOU's published for use of the translated material among the enrolled students of the licensee university only and a copy of these material are the part and parcel of the agreement document :

I. Name of the programme : Bachelor of Education (B.Ed.)

Sr. No.	Course Code	Course Title	Blocks	Language of Translation
1.	ES-331	Curriculum and Instruction	3+1	Gujarati
2.	ES-332	Psychology of Learning and Development	3+1	Gujarati
3.	ES-333	Education Evaluation	3+1	Gujarati
4.	ES-334	Education and Society	3+1	Gujarati
5.	ES-335	Teacher and School	3+1	Gujarati
6.	ES-341	Teaching of Science	3+1	Gujarati
7.	ES-342	Teaching of Mathematics	3+1	Gujarati
8.	ES-343	Teaching of Social Studies	3+1	Gujarati
9.	ES-344	Teaching of English	3+1	Gujarati
10.	ES-345	Teaching of Hindi	3+1	Gujarati
11.	ES-361	Educational Technology	3+1	Gujarati
12.	ES-362	Computer in Education	3+1	Gujarati
13.	ES-363	Guidance and Counselling	3+1	Gujarati
14.	ES-364	Distance Education	3+1	Gujarati
15.	ES-381	School-based Practicals	4	Gujarati
15.	ES-382	Workshop-based Practicals	4	Gujarati
17.	ES-383	Practice Teaching	8	Gujarati

- (iii) The following terms and condition govern the licence hereby granted:
- (a) The licensee shall seek the translation rights of a complete course material. The translation right shall not be applicable for a block/unit. IGNOU will supply to the licensee a hard copy of each block printed by IGNOU to be used by the licensee as a copy for further processing and printing at the cost to be borne by licensee concerned.
- (b) No change in the text, including the print cover page, shall be made by the licensee when it is reprinted except for the following:
- The print line, mentioning the name of the press where it has been printed should be substituted by a print line giving the name of the press where it is reprinted.
 - Due acknowledgment must be made, of the permission to translate and to print given by IGNOU, at a prominent place in each copy of the translated version of the book.
 - Printing of the logo of the licensee in addition to that of the IGNOU.


- iv. The names of the translators and the persons involved in the printing and processing may be included in the cover page.
- (c) The licensee shall ensure that the translated materials are authentic and that they are faithful to the original text. For this purpose, the licensee may provide a list of translators who could be assigned the translation work and the IGNOU will advise the licensee about the suitability of the proposed translators. The licensee shall agree to get the work done by the translators accepted by IGNOU.
- (d) The translated manuscript should not be printed without getting the translated manuscript approved by IGNOU. The user university may take permission as deemed to be granted in absence of response within two months from the IGNOU to the User university.
- (e) The license for translation shall be given for the full course material. The translation of study material in parts is not allowed.
- (f) The licensee, while reprinting the material shall ensure that the print quality of the materials is as per standards of the IGNOU study material in respect of quality of paper and printing, cover printing, etc.
- (g) The licensee shall pay to IGNOU the "Licence fee" for using its material. The licence fee amount shall be equivalent to 5% of the course fees collected every year by the user University for the programmes for which the IGNOU material is translated. In case the translated material is to be acquired by the third party or other party the said party will pay Licence fee equivalent to 7% of the annual course fee collected by the University, out of which 2% will be transferred to the second party that had acquired right of translation and translated the material in the first instance. They will of course consult us before assigning the rights for the use of the material by third party. The average proportionate course fee shall be calculated on the basis of the total annual programme fee and total number of courses required to be cleared by a student enrolled under the IGNOU programme structure. The programme structure along with the requisite course and blocks as prescribed by IGNOU is given in the schedule- I annexed herewith. In addition the licensee shall also pay to IGNOU an amount equal to the general editing fee paid by the IGNOU to the editors of such courses/programmes towards vetting costs of the translated manuscript (approving the text of the translated manuscript). The

IGNOU has the right to change the amount of license fee and general editing fee and these amounts shall be governed by the policies of the IGNOU on the date.

- (h) The fee collected by the licensee from the students for the said programmes should not be less than the fee charged by the IGNOU as per schedule - II annexed herewith.
- (i) The Licensee University shall pay to IGNOU, fifty percent of the amount of Licence Fee in advance, through Bank Demand Draft, at the time of print order given by the Licensee University. The balance amount of licence fee shall be paid by the Licensee University within two months of the commencement of the academic session. The print order given by the licensee university shall be taken as the number of students enrolled in that programme for the following academic year. The Licensee University shall also give the copy of print order given to the printer to IGNOU for purpose of determining the total amount of advance as licence fee. A copy of the fee structure announced by the Licensee University shall also be given to IGNOU. The Licensee university shall periodically inform its annual enrollment for the said course(s) / programmes.
- (j) The licensee, while using the printed instruction material of IGNOU, may use along-with it the supportive audio-video cassettes prepared by IGNOU which are available on the sale with the agencies authorized by IGNOU.
- (iv) Any breach of this Agreement shall, at the IGNOU's discretion, render the licence null and void. In such circumstance, the licensee shall destroy all reprint copies made and show proof of such destruction by submitting IGNOU a certificate of destruction; and refrain from making use of translated material.
- (v) The licence shall be terminated, if it is found, that the licensee university is not using the licence for given purpose i.e. for use of the translated material among its enrolled student only.
- (vi) The licence shall be terminated, if it is found, that the licensee university in connivance with the printer is selling the material in the market or making available to other than the enrolled students of the licensee University.
- (vii) At the expiry of the term of this licence/at the termination of the licence, the licensee shall either return or destroy the material. The licensee university shall not use the translated material for any purpose in any

- manner, and if it is found that the licensee is using the material after the expiry period, the appropriate recourse to a court of law shall be taken.
- (viii) IGNOU reserves the right to insist on a certificate of the auditors of the licensee, to ascertain the amount of fee collected for the concerned course/materials.
- (ix) Copy rights in respect of the concerned books / materials are reserved with the IGNOU.
- (x) The dispute shall be subject to the jurisdiction of Delhi courts only.

Signature for and on behalf of IGNOU


REGISTRAR, IGNOU
Signature for and on behalf of licensee
IGNOU, Maidan, Garhi N Delhi-68

प्रो० ए. एस. नारंग

Prof. A. S. NARANG

कुलसचिव/Registrar

विद्यालय, मैदान गढ़ी, नई दिल्ली-68

(S.H.BAROT)

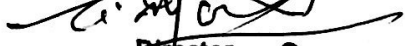
I/c. REGISTRAR

Dr. Babasaheb Ambedkar Open University, Ahmedabad

Witness : (with name and address in reference to IGNOU)

1. *Sevill Kumar, Analyst, PED Div, IGNOU.*
2. *Kumar, AEO-'c', PRDD, IGNOU*

Witness : (with name and address in reference to Licensee University)

1. 
Director,
Dr. Babasaheb Ambedkar Open University,
Ahmedabad.
- 2.

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WHEREAS the Institute of Hotel and Tourism Management , Pune, a organisation with its objective to provide mass education for the rural and urban people.

AND WHEREAS the "University" was established by an Act and incorporated as an Open University in the State of Gujarat for the introduction and promotion of the Open University and distance education system, in the educational pattern of the State

AND WHEREAS a University by the name of " Dr. Babasaheb Ambedkar Open University has been established with the headquarters of the University being located at Ahmedabad; with the power to establish, maintain or recognize institutes, schools, regional centers and study centers at such other places as it may deem fit.

AND WHEREAS the objects of the University are to advance and disseminate learning and knowledge by a diversity of means, including the use of any communication technology, to provide opportunities for higher education to a larger segment of the population and to promote the educational well being of the community generally, to encourage the Open University and distance education system in the educational pattern of the State

AND WHEREAS the Registrar is empowered by the Board of Management & Vice Chancellor to enter into and sign, agreements and authenticate records on behalf of the University and the Registrar shall exercise such powers and perform such functions as may be prescribed by the Statutes.

AND WHEREAS the University is empowered by the Dr. Babasaheb Ambedkar Open University Act 1994.



To plan and prescribe courses of study of degrees, diplomas, certificates or for any other purpose

- To provide instruction in such branches of knowledge, technology, vocations and professions as the University may determine from time to time and to make provision for research and extension
- To determine the manner in which distance education in relation to the academic programmes of the University is organized.
- To co-operate with, and seek the co-operation of, other universities and institutions of higher learning, professional bodies and organizations for such purposes as the University considers necessary;
- To undertake academic collaboration programmes with Universities and Institutions in India

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- To recognize any institution of higher learning or studies for such purposes as the University may determine and to withdraw such recognition;
- To make provision for research and development in educational technology and matters related thereto
- To enter into, carry out, vary or cancel contracts.
- To establish, maintain or recognize study centers in the manner laid down by the Statutes;
- To start or conduct a sub-centre or study centre in any territory
- To organize and conduct refresher courses, workshops, seminars and other programmes for teachers, lesson writers, evaluators and other academic staff
- To confer honorary degrees or other distinctions in the manner laid down by the Statutes
- To determine standards and to specify conditions for the admission of students to courses of study of the University which may include examination, evaluation and any other method of testing
- To provide for the preparation of instructional materials, including films, cassettes, tapes, video cassettes and other software to the learners.
- To recognize examinations of, or periods of study (whether in full or part) at other universities, institutions or other places of higher learning as equivalent to examinations or periods of study in the University, and to withdraw such recognition at any time;
- To demand and receive such fees and other charges, as may be laid down by the Ordinances
- To hold examinations and confer degrees, diplomas, certificates or other academic distinctions or recognitions on persons who have pursued a course of study or conducted research in the manner laid down by the Statutes and Ordinances
- To do all such other acts as may be necessary or incidental to the exercise of all or any of the powers of the University and conducive to the promotion of all or any of the objects of the University.
- Notwithstanding anything contained in any other law of the University ACT for the time being in force but without prejudice to the provisions of all sections, it shall be the duty of the University to take all such steps as it may deem fit for the



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promotion of the Open University and distance education system in the State and for the determination of standards of teaching, evaluation and research in such systems.

AND WHEREAS the University, may in the interest of promotion of the open university and distance education system in the educational pattern of the State and in India

AND WHEREAS University being a mass university providing education to the heterogeneous students from different walks of life in different sectors of management, and IHTM being a pioneer in providing education and education services in vocational and job oriented professional programmes ranging from general academics like Arts, Commerce & Science, management, hospitality programmes to new age programmes like animation, biotechnology etc., and a premier Academic Service & Monitoring and Online education provider with a wide experience especially in designing and implementing Open University programmes, a collaboration of IHTM with the University shall help to provide further education in multiple sectors in India and abroad. The intellectual property & wide experience of IHTM shall help the University to create a national and international brand image in the field of distance education and shall also cater to carrying further the mission of the University in terms of becoming a mass varsity with cost effective education.

AND WHEREAS in view of the fact that the various academic programmes designed by the IHTM would be highly beneficial to all sections of the society and would produce the skilled professionals required for the country's ever growing economy and to meet the "Mission 2020" of our Hon'ble President, therefore the University has agreed to enter into an agreement with the IHTM to provide opportunities for higher education to a larger segment of the population.

AND WHEREAS IHTM know the brand image of the University and IHTM shall make every effort for maintaining the quality of the courses offered, IHTM shall assist and provide necessary expertise and guidance to the University for the promotion and proper advertisement of the academic programmes through different media of marketing, so that the marketing efforts put in by the University shall gain maximum output.

AND WHEREAS the IHTM shall design and maintain new academic programmes, provide services, academic monitoring and atomization of the academic programmes ranging from certificate to Post-graduate and Research level covering all the streams of study (such as Science, Arts, Social Sciences, Technology, Mathematical Sciences, Law, Music & Fine Arts, Commerce & Business, Management Studies, Hospitality Management studies, Inter-Disciplinary & Applied Sciences, Medical Sciences, Adult & Continuing Education etc.) i.e., the programmes presently running by the University and any new programme/s as may be introduced by the University or IHTM from



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time to time, for the students of this university who are heterogeneous in respect of age, profession, socio-economic status and educational background and has offered to the University for starting the said programmes, at their existing study centres or at study centers that may be established hereafter, on the terms and conditions hereinafter stated.

This agreement is executed in two sets and both are original now therefore it is hereby mutually agreed by and between the parties hereto and this agreement witnesses as under:

1. RESPONSIBILITIES OF IHTM

1.1 IHTM shall design the academic programmes ranging from certificate to Post-graduate and Research level covering all discipline of study (such as Science, Arts, Social Sciences, Technology, Mathematical Sciences, Law, Music & Fine Arts, Commerce & Business, Management Studies, Hospitality Management studies, Inter-Disciplinary & Applied Sciences, Medical Sciences, Adult & Continuing Education etc.) i.e., the programmes presently running by the University and any new programme/s as may be introduced by the University or IHTM from time to time. Some of them which are to be implemented from this academic year June 2007.

- BBA /MBA(General / Specialization)
Specialization in: Hospitality Management/ Insurance & Banking/Hotel & Tourism Management/ Financial management/ Marketing management /Information systems management/ Human resources management/ Production & Operations management/International Business /Aviation/Airlines Management/Retail management / Hotel & Tourism Management
- Certificate / Diploma / Advance Diploma / Diploma in Language Teaching (German / Spanish / Japanese / Chinese / English / French)
- B.Sc./M.Sc. In Media graphics and animation/ film animation / Bioinformatics/Biotechnology /BIS/Fashion Design/TV production/ Food Processing & Preservation / Hotel and Catering Management

1.2 The syllabus, course curriculum, the duration of study, applicable fees and the qualifications required for the said academic programmes shall be designed by IHTM in consultation with the University. The IHTM shall recommend revision in the syllabus and course material from time to time, keeping in mind the changing needs of the market and industry. These activities shall be done as per the norms of University

1.3 The IHTM shall take adequate care of the quality of the instructional material, research & training, supervision of curriculum for the academic programmes developed and maintained by the IHTM, in tune with the Open and Distance Learning (ODL) philosophy.

1.4 **Printed Study Material:** The IHTM shall develop the content of the study materials for the programmes designed and developed by IHTM and submit the same to the University for necessary approval and it shall be redesigned as per the norms & suggestions of DEC. However,



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the printing of the study material shall be done by the University by their own for the various academic programmes including the programmes developed and maintained by IHTM, for which the study materials is being developed by IHTM. Copyright of the study materials shall remain with the IHTM.

- 1.5 **Non Print Study Material:** Additionally to the above print materials, IHTM shall also develop several audios and videos as part of its non-print study material for the programmes designed and developed by IHTM as and when necessary and if required for the implementation of programmes. The University shall provide all administrative and infrastructural assistance (by providing the technical help and infrastructure at the headquarters of the University or arrange the same) free of cost to IHTM for the preparation of audio and video material for the programmes as and when required. Additionally, high-tech media like CD-ROMs, e-books, virtual classroom modules shall be developed by IHTM if required for the programmes design, developed and maintained by IHTM.
- 1.6 The IHTM shall offer academic support services for the programmes developed and maintained by the IHTM free of cost to the University such as assisting and coordinating the registration section of the University in the student registration process as per point 1.7, coordinating with the dispatch/ store department for timely dispatch of study materials as per the point 1.8, coordinating and assisting the examination section for conduct of the examination as per point 1.9, for the programmes designed, developed and maintained by the IHTM etc.
- 1.7 **Registration Process:** The IHTM shall coordinate with the study center and the registration section of the University to assist the students and the officials of the University for a smooth student registration process for the academic programmes developed by the IHTM.
- 1.8 **Delivery of Study Material:** The IHTM shall coordinate with the dispatch/ store department of the University for timely dispatch of study materials for the programmes developed by IHTM. However the responsibility for dispatching the materials to the study centres shall be the responsibility of the University. Additionally IHTM shall also assist the University in finalization of the mode of transport, transporter etc. for the programmes developed and maintained by the IHTM.
- 1.9 **Conduct of Examination:** The IHTM shall assist the University in examination related matters including providing experts for setting of question papers, question bank development, conduct of examinations and other similar activities as per the rules and regulations of the University strictly adhering to the security and confidentiality



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requirements of all the processes for the programmes developed by IHTM. However, any expenditure related to the above (i.e., TA / DA, Lodging of the experts etc.as per the norms of University) shall be bourn by the University.

- 1.10 **Promotion of the Programmes:** IHTM shall guide and provide the expertise to the University to undertake various innovative marketing and promotional activities to promote the academic programmes at national and international levels including area advertisement through newspapers at national level, local TV channels, hoardings, media campaigns and other advertising options according to the requirements of the time the expenses will shared equally. By virtue of this joint venture, IHTM may go in for any agreement for collaboration or linkage or tie up with any other organization, academic institution or person for marketing and promotion of the academic programmes designed and developed by IHTM, which shall be intimated to the University in writing by IHTM.
- 1.11 **Training & Placement:** The IHTM shall put its training and placement cell namely "IHTMcareers" in the campus of University also at regional centres to the services of student in order to coordinate between the students and the organizations also for "Course - end industrial training" at the cost of the students, anywhere in India and abroad which helps in the promotion of said academic programmes .The students successfully completing the said academic programmes shall also be offered assistance for placement. No additional fees shall be charged to the students for providing these services.
- 1.12 **Assistance through Job Portal:** In addition to the above training & placement facility mentioned in point 1.11 the students of this University, irrespective of the programmes (i.e., whether the programmes are developed by IHTM or not) shall be provided with an unique opportunity to register them selves in the Job Portal maintained and operated by IHTM. Through this job portal, which is in a high demand from the employer, the students may get the desired placement after successful completion of their respective programmes. Most importantly this facility shall be offered to the students without any charges.
- 1.13 **Establishment of Virtual Study Centre:** For the programmes designed & developed ,the online programmes delivery mechanism is an integral part of the promotion of study centre. For the successful implementation of the Online system of education, Virtual Study Centres shall be establish to facilitate the students with the Online Programme delivery mechanism. Students of Virtual Study Centres may pay their fees through mode of payment as determined by the University and by using the Credit / Debit Card, Electronic Transfer of funds etc. It agreed that IHTM shall provide necessary infrastructure



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and software and hardware at the Virtual Study Centre to implement the same.

1.13.1 It is further agreed between the parties that IHTM shall be the solely responsible to establish and maintain this Virtual Study Centre by themselves or through third party as they think best for the betterment of the University and programmes, and the same shall be intimated to the University from time to time.

1.13.2 It is also agreed that the IHTM shall collect the Study Centre Fees only when it is outside of Gujarat state from the students enrolled through the Virtual Study Centre and there shall be no sharing of such fees with the University & it shall be as per the fee structure of the programmes .

1.13.3 Establishment of Guidance Centre: Guidance centres shall be assisting the students for various aspects of their academic services and need. Such as helping the students in their registration process, providing other administrative and academic assistance. The IHTM shall be sole responsible and sanctioning authority for identifying and / or establishing the Guidance centre , the guideline shall as per the norms and guidelines of the University.

1.14 **Model Study Centre:** The IHTM shall open Model study centre at the University Campus and at regional centres for the said academic programmes as and when required which provide training to councilor of other study centre of the said academic programmes. The University shall provide required necessary infrastructure to IHTM to run Model Study Centre .

1.14.1 It is hereby agreed that the entire staff salary, operational expenses of this Model Study Centre shall be bourn by IHTM.

1.14.2 It is also agreed that apart from the furnished infrastructure by IHTM, the University shall also provide electricity and water free of cost to the IHTM for the smooth running of the Model Study Centre.

1.14.3 For the purpose of student enrollment, staff recruitment etc. IHTM shall be permitted to use the address of the University. However, under such circumstances IHTM can use the logo of the University with prior consent from University.

1.14.4 It is further agreed that the study centre fees collected from this Model Study Centre shall be shared between the University and IHTM as per 30:70 ratio.

1.15 **Consultancy Services:** IHTM may provide any other consultancy services apart form the services mentioned above to the University as and when required on a mutually agreed condition and rate.



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- 1.16 Apart from the above mentioned services, IHTM shall perform any other services / responsibility to promote the programmes, brand image of the University etc. as and when required and mutually decided between the two parties.

2. RESPONSIBILITIES OF THE UNIVERSITY

- 2.1 The conduct of examinations and other tests, and the manner in which the candidates may be assessed or examined by the examiners, including the manner of appointment of examiners, moderators and such other staff and their duties, organizing central assessment of answer papers, etc shall be done by the University for the programmes developed by IHTM. The University shall charge examination fees to the student for conducting of examination.
- 2.2 The conduct and discipline of the students and study centre personnel in connection with the conduct of the programmes and the action to be taken against them for breach of discipline or misconduct, including use of unfair means at examinations, or in relation thereto, or abetment thereof, or in other matters like the holding of convocations to confer degrees, diplomas, certificates and other academic distinctions, etc. shall be handled by University
- 2.3 That the University shall be responsible for implementing examination reforms, conduct of examinations and declaration of their results as well as issuing the degree/diploma/certificates. However, for the betterment of the programmes IHTM may suggest changes in the above procedures subject to the approval of University
- 2.4 It is agreed between the parties that for smooth functioning and coordination, the University shall provide the IHTM with adequate office space and support facilities like electricity, water etc. in the headquarters at Ahmedabad and if required, at the regional centres. Additionally, the University shall allow IHTM to use the library facility and other required infrastructure facility of the University as and when required by IHTM without taking any charges.
- 2.5 The University may use its existing study centres to implement the said academic programmes provided that such study centres express their desire to do so and provided further that they meet the requirements for study centres to the said academic programmes.
- 2.6 The syllabus, course curriculum, the duration of study, applicable fees and the qualifications required for the said academic programmes developed by IHTM, shall be approved by the appropriate authorities of University

3. GENERAL CLAUSES

- 3.1. The IHTM and the University shall form a committee for coordinating the activities of the academic programmes designed by IHTM named



as "Academic Coordination Committee" which shall be constituted with five members consisting of two members from IHTM and three members from University. The quorum to constitute a meeting of the "Academic Coordination Committee" shall be Three members out of which one member should be from IHTM .

3.2. This committee shall recommend for recognition, establishment, maintenance and withdrawal of recognition of study centres for the academic programmes designed by IHTM. The "Academic Coordination Committee" shall do the inspection of study centres for quality control of the academic activities concerning the said academic programmes as per the norms of University.

3.3. The IHTM shall design new programmes of any stream, which it may deem necessary for the fulfillment of the objects of the University and the ever-changing requirement of the Industry and shall have the right to advise the University for necessary planning and implementation.

3.4. The University agrees that the programmes and process proposed by the IHTM and presented in the respective committees for approval, shall not be undertaken separately by the University or by way of collaboration with any other third party except IHTM.

3.5. The Fees collected from the students for the programmes developed and maintained by IHTM shall be shared as per the following

Share of Study Centre(SCF)	40% of Total fees collected.
Share of University	30% of Total fees collected.
Share of IHTM	30% of Total fees collected.

The student shall be required to pay the fee components for the University and the IHTM (so called UPF) through a common Demand Draft drawn in favour of University and the share of the study centre shall be collected by the study centre directly from the student as per mutually agreeable schedule. It shall be the responsibility of the study centres to collect their share of fees (UPF) from the students and to forward, through IHTM, the admission forms along with the fee components payable to IHTM and the University by Demand Drafts drawn in favour of University. It shall be the responsibility of University to forward the share of IHTM to the designated bank account of IHTM within fifteen days on its receipt or disburse the payment after raising the bill. IHTM shall assist for collecting the demand drafts along with the admission forms from the study centre end and submitting the same to University along with a consolidated statement of the Demand Drafts after first scrutinizing the admission forms.

3.6. It also agreed between the two parties that the programmes fees for the various academic programmes cannot be decreased once decided and



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implemented by any of the parties, however, the fees may be increased upon mutual agreement.

- 3.7. **Disbursement of Payments:** IHTM shall raise the bills against his dues from the University between the 1st and 10th day of every month as mention hereinafter: January, March, May, July, September, November. The bills should be paid within the 30 days from the date of submission of the bills to the University.
- 3.8. Signing this agreement shall result in cancellation, replacement and substitution of all, oral or written, agreements or understandings, entered into by and between the parties prior to this agreement for the aforesaid objects, treating this document as final.
- 3.9. No modification, variation or amendment of any term, condition or provision of this agreement shall be effective unless the same is in writing and signed by the parties hereto.
- 3.10 University shall not of their own conduct and/or run or enter into collaboration with any other Universities or Institutions or person or firm, with respect to the academic programme development and allied support services mentioned in the agreement as well as those programmes that may be further designed & implemented by IHTM in consultation with University, till the agreement exists.
- 3.11 It is further agreed that IHTM is also be bound by the same clause as mentioned in point 3.10 with respect to the academic programme development only, the exception that the restriction is only applicable for the state of Gujarat only.
- 3.12 This agreement may be terminated if both the parties mutually agreed upon the same. It is further agreed that the minimum period of this agreement will be for ten years and also will continue till the completion of the last batch of students. The agreement will be renewed after completion of the validity period of this agreement as mutually agreed and decided by both the parties.
- 3.13 Any notice, request and other communication required or permitted hereunder shall be in writing and shall be given by hand against written acknowledgement or receipt, or sent by registered mail ,or by facsimile followed by a confirmation letter by registered mail, at or to each of the parties at the addresses set forth in this agreement or to its last known place of business.
- 3.14 Any dispute as to the interpretation of the meaning or extent of scope of any of the expressions or clauses herein or the operational modalities hereunder shall as far as possible, be resolved by mutual negotiations by and between the Heads of the two organizations or their representatives and their unanimous decision shall be final and binding on all concerned. If one of the parties dispute about the decision of both the parties, in such a case the same dispute shall be



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Bokhade

referred to arbitration in accordance with provision of the Arbitration & Conciliation Act. The arbitrator shall be appointed by the consent of both the parties. The decision of the arbitrator shall be binding on both the parties. The expenses of arbitration shall be shared equally.

- 3.15 Furthermore if dispute is not resolved to by Arbitration, then such dispute shall be referred to the courts at Ahmedabad, which shall be the courts having jurisdiction to entertain

In witness thereof the parties hereto have executed this agreement in presence of the witnesses on the day, month and year first above mentioned.

SIGNED SEALED AND DELIVERED

Through The Registrar,

Shri S.H.Barot

I/c. Registrar for and on behalf of

Dr. Babasaheb Ambedkar

Open University, Ahmedabad, Gujarat


I.C. Registrar,
Dr. Babasaheb Ambedkar Open University,
Ahmedabad.

1) Amelia (R.D.MULIA)

2) Kajani Jambal
(Kajani Jambal)
3) Rafat (R.A. Rafat)



SIGNED SEALED AND DELIVERED

by

Shri Umesh K. Borkhade

Director for and on behalf of

Director, Institute of Hotel and Tourism Management
of the City of Pune

In presence of -

Borkhade

(Umesh K. Borkhade)

1) Amelia (R.D.MULIA)

2) Kajani Jambal
(Kajani Jambal).

3. Rafat (R.A. Rafat)



गुजरात गुजरात GUJARAT

AD 355744

Handwritten signature: N. N. Pathak

No. 7679 Dt. 25/9/13
in/o Dr. Babasaheb Ambedkar Open U.
R.C. Tech. Campus, Sola, Ahmedabad
SI Vaidya, GHC PO

MEMORANDUM OF UNDERSTANDING (MoU) FOR PROMOTION OF EDUCATION FOR THE EMPOWERMENT OF PERSONS WITH DISABILITIES

This memorandum of understanding is made and executed on 26th day of September, 2013 at Ahmedabad.

Babasaheb Ambedkar Open University, a University, hereinafter referred to as 'BAOU' having its office at R.C. Technical Compound, Opp. Gujarat High Court, Sarkhej- Gandhinagar Highway, Sola, Ahmedabad-380 060, through its authorized signatory, the Registrar which expression unless repugnant to be context or the meaning thereof shall include its permitted assigns and successors.

AND

Rehabilitation Council of India, hereinafter referred to as 'RCI' a body created under the Rehabilitation Council of India Act 1992 having its office at B-22, Qutub Institutional Area, New Delhi-110 016 through its authorized signatory, the Member Secretary which expression unless repugnant to the context or the meaning thereof, shall include its permitted assigns and successors.

Collectively referred to as the parties

Whereas both the collaborating above named parties agree to make joint efforts in promoting and implementing training and education programmes for empowerment of persons with disabilities within the jurisdiction of BAOU and will abide by the following provisions to achieve the desired Goals.

1. The BAOU will collaborate with RCI in programme design and development of multimedia for the distance mode Special Education Programmes and rehabilitation programmes and, will facilitate delivery and certification of such programmes.
2. RCI recognizes BAOU as State Open University equipped for undertaking Special Education and Rehabilitation Programmes through Distance Mode and in regional language (Gujarati). RCI will also extend technical expertise to BAOU and its Study Centres.
3. BAOU and RCI have launched / implemented B.Ed. (Special Education) Programme, Post Graduate Professional Diploma (PGDP) and propose to launch Post Graduate Professional Certificate in Special Education (PGPCSE), Foundation Course on Education of Children with Disabilities , Foundation Course on Education of Children with Learning Disabilities through Online and Distance and Open Learning mode and Methods from the academic year 2013, covering the basic skills in Education and including components for all major disabilities referred to in the RCI Act.
4. For existing programmes, the faculty and infrastructural facilities at the University, academic contents, eligibility conditions and process of evaluation will be as prescribed by the RCI. However, BAOU, in consultation with RCI could propose new programmes which could be designed by team of experts appointed by RCI with two expert nominees of the BAOU.
5. The academic contents, eligibility conditions, design development and delivery of programmes will be separately worked out by the Rehabilitation Council of India and Babasaheb Ambedkar Open University for each programme as and when required.

6. The translation of the contents of B.Ed., (SEDE) Programme of RCI will be done by a team of experts appointed by BAOU in Gujarati language. The content will be vetted by the experts appointed by RCI.
7. All the education programmes under operation or to be operated in future shall be planned as Transparent and on Self-Financing and Self-Sustenance Schemes by generating sufficient funds through Programme Fees to meet the running cost of the programmes which includes:
 - a. Implementation cost of the implementing agencies i.e. Study Centres and BAOU.
 - b. 10% of Programme Fee to be remitted to RCI for distance education project of the Council covering staff promotion, maintenance of quality and research etc., as RCI share, and
 - c. Generation of development cost to the extent possible for recycling the amount as seed money for future development essential for continuous quality improvement.
8. The amount of the Programme Fee is to be fixed in consultation with RCI to meet the above financial implications for self-financing.
9. On the basis of the criteria in Article 7, the Programme Fees will be shared amongst BAOU, RCI and the Study Centre(s) on PRORATA basis as per the norms fixed for each Programme as per need and on a long term perspective.
10. The responsibility of development and generation of self-learning course material in print, audio-video (including talking book) format etc., will be of BAOU. Approved material will be supplied by BAOU to institution(s) and students as per the requirement. However, the panel of experts will be identified jointly by BAOU and RCI.
11. The selection of the study centres for conducting the programmes will be done by BAOU in consultation with RCI. BAOU shall issue the letters of approval to the concerned Study Centres as per their rules and regulation.
12. BAOU and RCI will jointly decide the norms for identification of study centres, the honorarium to the teachers (Counsellors) and details about the system of admission and evaluation. However, 75% attendance in practice teaching in recognized schools/centres and counseling sessions will be compulsory for the Teacher Trainees to be eligible to appear in the term end examination.
13. The certificate and degree shall be award by BAOU to the students

14. BAOU and the concerned study centre shall resolve any dispute between them without any involvement/interference of RCI.
15. There will be an Apex Advisory Committee which will normally meet twice a year, to oversee the implementation of the MOU. The Committee will consist of the following:
- | | | |
|--|---|-------------------|
| a. Vice-Chancellor, BAOU | - | Chairman |
| b. Two experts nominated by the Chairman, RCI | - | Members |
| c. Two nominees of the Executive Council of the University, BAOU | - | Members |
| d. Member-Secretary, RCI | - | Ex-Officio Member |
| e. Academic Coordinator, BAOU | - | Member Secretary |
16. The MOU will be valid for a period of 5 years w.e.f 26th September, 2013 renewable from time to time at an interval of 5 (five) years. However, it could also be terminated earlier by either party giving notice of one academic session.
17. Both the parties hereto agree that any dispute arising out of this MoU shall be settled mutually through discussions and that in the event of their failure to settle the dispute, the matter shall be referred to Sole Arbitrator appointed by appointed with the consent of both the parties in New Delhi.

[Signature]
26/9/13

I/C. Registrar
Registrar, Babasaheb Ambedkar Open University,
Ambedabad.
On behalf of BAOU

[Signature]
26.7.2013
Member Secretary
On behalf of RCI

WITNESSES:

1. Dr. Shrawan Rai *[Signature]*
2. Dr. Ravi Gaur *[Signature]*

WITNESSES:

- 1.
- 2.



भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

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ONE
HUNDRED RUPEES

भारत INDIA

INDIAN NON JUDICIAL

गुजरात गुजरात GUJARAT

No. 23495 Dtd. 26/03/14
in No. Do. Sita Pami Pal

AB 472820

SGH Highway
St. Vendor. GHC PO

**MEMORANDUM OF UNDERSTANDING (MoU) FOR PROMOTION OF
EDUCATION FOR THE EMPOWERMENT OF PERSONS WITH DISABILITIES**

The memorandum of understanding is made and executed on 11th day of July, 2018 at Ahmedabad.

Babasaheb Ambedkar Open University, hereinafter referred to as 'BAOU' having its office at "Vyotirmay Parisar", Sarkhej - Gandhinagar Highway, Chharodi, Ahmedabad-382 481 through its authorized signatory, the Registrar which expression unless repugnant to be context or the meaning thereof shall include its permitted assigns and successors.

AND

2018 ✓

Rehabilitation Council of India, hereinafter referred to as 'RCI' a body created under the Rehabilitation Council of India Act 1992 having its office at B-22, Qutub Institutional Area, New Delhi- 110 016 through its authorized signatory, the Member Secretary which expression unless repugnant to be context or the meaning thereof shall include its permitted assigns and successors.

Collectively referred to as the parties

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2. RCI recognizes BAOU as state Open University equipped for undertaking Special Education and rehabilitation programmes through distance mode and in regional language (Gujarati). RCI will also extend technical expertise to BAOU and its Study Centers.
3. BAOU and RCI have launched/ implemented B.Ed. (Special Education) Programme, Post Graduate Professional Diploma (PGPD) and propose to launch Post Graduate Professional Certificate in Special Education (PGPCSE), Foundation Course on education of children with disabilities, Foundation Course on education of children with learning disabilities through online and distance and open learning mode and methods from the academic year 2018, covering the basic skills in education and including components for all major disabilities referred to in the RCI Act.
4. For existing programmes, the faculty and infrastructural facilities at the University, academic contents, eligibility conditions and process of evaluation will be as prescribed by the RCI. However, BAOU, in constitution with RCI could propose new programmes which could be designed by team of experts appointed by RCI with two experts, nominees of the BAOU.
5. The academic contents, eligibility conditions, design development and delivery of programmes will be separately worked out by the Rehabilitation Council of India and Babasaheb Ambedkar Open University for each programme as and when required.
6. The transition of the contents of B.Ed. (SEDE) Programmes of RCI will be done a team of experts appointed by BAOU in Gujarati language. The content will be vetted by the experts appointed by RCI.

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7. All the education programmes under operation or to be operated in further shall be planned as transparent and on Self-Financing and Self-Sustenance Schemes by generating sufficient funds through programme fees to meet the running cost of the programmes which include:
 - a. Implementation cost of the implementing agencies i.e. Study centers and BAOU.
 - b. 10% of programme fee to be remitted to RCI for the distance education projects of the council covering staff promotion, maintenance of quality and research etc., as RCI share, and
 - c. Generation of development cost to the extent possible for recycling the amount as seed money for future development essential for continuous quality improvement.
8. The amount of the programme fee is to be fixed in consultation with RCI to meet the above financial implications for the self-financing.
9. On the basis of the criteria in Article 7, the programme fees will be shared amongst BAOU, RCI and the study center(s) on PRORATA basis as per the norms fixed for each programmes as per need and long term perspective.
10. The responsibility of development and generation of self-learning course material in print, audio-video (including talking book) format etc., will be of BAOU. Approved material will be supplied by BAOU to institution(s) and students as per the requirement. However, the panel of experts will be identified jointly by BAOU and RCI.
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14. BAOU and concerned study centers shall resolve any dispute between them without any involvement/interference of RCI.
15. There will be an Apex Advisory Committee which will normally meet twice a year, to oversee the implementation of the MoU. The committee will consist of the following:
 - a. Vice-Chancellor, BAOU - Chairman
 - b. Two experts nominated by the Chairman, RCI - Members
 - c. Two nominees of the Executive Council of the University, BAOU- Members
 - d. Member Secretary, RCI - Ex-Officio Member
 - e. Academic Coordinator, BAOU - Member Secretary

