



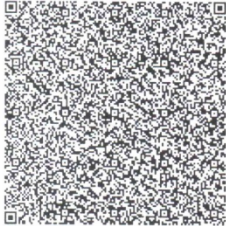
सत्यमेव जयते

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as 'MoU')
signed on the 14/09/17 at New Delhi

BY & BETWEEN

Indira Gandhi National Open University (IGNOU) having its headquarters at Maidan Garhi,
New Delhi – 110068, India (hereinafter referred to as "IGNOU") and represented by its
Registrar, of one part.

AND

श्री. जितेन्द्र कुमार श्रीवास्तव
Jitendra Kumar Srivastava
। (प्रशासन) का.वा. / Registrar (Admn) / IC
। राष्ट्रीय मुक्त विश्वविद्यालय / IGNOU



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The National Council for Hotel Management and Catering Technology (under the Ministry of Tourism, Government of India), A – 34, Sector – 62, Noida, U.P.

(hereinafter referred to as 'NCHMCT') and represented by its Chief Executive Officer of the other part. Collectively referred to as 'Parties'.

PREAMBLE

Whereas IGNOU was established by an Act of Parliament in 1985. Today it serves the educational aspirations of Millions of students through twenty one Schools of Studies and a vast network of regional centres, study centres, programmes centres, partner institutions and overseas centres. Apart from teaching and research the University also runs extension programmes for capacity building. It also acts as a national resource centre and functions as an apex body to promote and maintain standards of distance education in the country. The Commonwealth of Learning has recognized it as a Centre of Excellence.

In order to fulfill the vision of democratizing higher education and providing access to all segments of people, the University has the mandate to impart education and knowledge through various flexible means suited to the open and distance education mode.

Whereas NCHMCT is a Society registered under Societies Registration Act (1860). Set up by the Government of India, Ministry of Tourism in the year 1982, the Council functions as the national body for coordinated growth and development of hospitality management education imparted through the Government sponsored Institutes of Hotel Management and Catering Technology. Society and its affairs are looked after by the Board of Governors appointed by the Central Government.

Collectively hereinafter referred to as 'Parties.

Whereas both the above mentioned parties have agreed to work together for developing programmes in the area of hospitality services and hotel management in order to promote professional education in the country and abroad through use of various educational methodologies and also work for quality assurance in this area.

Whereas both the parties recognize the expertise of the other and both the parties stand to benefit through collaborative efforts for pursuing programmes in the areas mentioned herein above. In this collaboration effort IGNOU launched a programme in collaboration with NCHMCT as M.Sc. Hospitality Administration.

Whereas after the successful implementation of the earlier MoU, signed on 16th December 2015 for two years, both the parties have now mutually discussed and agreed to renew the MoU for a further period of five years on the terms and conditions as hereunder:

I. JOINT COORDINATION COMMITTEE (JCC)

- i. The parties agree that there will be a Joint Coordination Committee (hereinafter referred to as JCC) constituted of representatives from IGNOU and NCHMCT. The terms of reference of this Committee would be to plan, monitor and oversee the entire activities of the programme in accordance with the Statutory framework of IGNOU and NCHMCT. The JCC shall consist of seven members, not inclusive of the Chairperson of the Committee, with four from IGNOU and three from NCHMCT, as nominated by their respective Heads. The Vice-Chancellor of IGNOU or his/her nominee shall be the Chairperson of JCC. The Director/ Programme Coordinator of the hospitality programme from IGNOU shall be the convener of the JCC. The parties agree that the JCC will meet periodically as and when

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needed to monitor and review these mechanisms and shall meet at least every quarter in a year. This would also include periodic academic inspection of the NCHMCT institutes and observing the conduct of examination of the Programme by the IGNOU officials.

II. COURSE DETAILS

The Parties hereby agree that:

- i. The title of the programmes will be M.Sc. Hospitality Administration (hereinafter referred to as 'MHA Programme').
- ii. The duration of the MHA programme will be 02 years with a maximum duration of 05 years.
- iii. Any change in the course structure can be recommended by the JCC but the change will have to be approved by the respective statutory bodies of both the organisations and shall become applicable thereafter.
- iv. IGNOU recognizes the admission procedures adopted by NCHMCT for the programme. The admission will be monitored by the JCC.
- v. The students admitted as mentioned in para (v) above will also be admitted by the NCHMCT in their institutes. IGNOU will allot an enrolment number to these students.
- vi. The parties agreed that the course delivery mechanism for the programme will be based on distance learning as well as counseling and practical training as per the credits assigned to the courses.

III. RESPONSIBILITIES OF EACH PARTY

1. IGNOU

- a. Delivery of course materials of IGNOU courses that are offered under the programmes to the institutes of NCHMCT for distribution among the students of the programme.
- b. Conduct of counseling sessions for IGNOU Courses.
- c. Evaluation of all theory Courses.
- d. Conduct of examination of all theory Courses.
- e. Supply of library books prepared by the IGNOU for the programme to the Institutes of NCHMCT.
- f. Organising orientation programmes for the counselors of these courses in the NCHMCT institutes on a regular basis.

2. NCHMCT

- a. The delivery of the NCHMCT components of courses that are offered under this programme will be the responsibility of NCHMCT.
- b. NCHMCT will provide counseling to the students of the courses of IGNOU that are offered under the programme.
- c. NCHMCT will house the books and audio-video material sent by IGNOU to the Institutes.

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कुलसचिव (प्रशासन) का.स. / Registrar (Admin.) /c
इंदिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय / IGNOU



IV. EXAMINATION SYSTEM

The parties agree:

- i. That they recognize the entrance examination and other evaluation done by each other.
- ii. That the JCC may constitute various committees to monitor the examination work.
- iii. That the examination of the courses offered under this programme will be conducted at the institutes of NCHMCT which have been recognized as IGNOU Study Centers.
- iv. That all issues related to the evaluation methodology of the programme and for the purposes of tabulation of results etc. at IGNOU will be decided by the JCC.
- v. That the final result of the programme will be declared by IGNOU.
- vi. That IGNOU will award degree of the programme to the successful students, as per the nomenclature in UGC Notification clearly mentioning the collaboration with NCHMCT.

V. FINANCIAL OBLIGATIONS

The parties agreed that:

- i. The fee sharing between IGNOU & NCHMCT will be in the ratio of 30:70, and a combined draft with details of students towards fee shall be submitted to IGNOU.
- ii. The travel costs and hospitality for Observers and Experts from IGNOU sent to monitoring examination processes and inspection of the Institutes will be borne by the NCHMCT.
- iii. The counseling charges to the Counselors conducting counseling sessions for the IGNOU programme, honorarium to the Programme Coordinator at every IHM, IGNOU TMA evaluation charges and contingency charges for each IHM will be made by IGNOU to NCHMCT as per the rates of IGNOU applicable from time to time. The travel costs of IGNOU members of the JCC for periodic visits to Institutes etc. will be borne by NCHMCT.
- iv. The travel cost of NCHMCT members of the JCC will be borne by NCHMCT.
- v. The cost of the JCC meetings will be borne by the party which hosts the meetings.
- vi. The books related to IGNOU courses will be sent by IGNOU to the NCHMCT institutes and the cost for the same will be borne by IGNOU.
- vii. The cost of organising orientation programmes for counselors of IGNOU courses will be borne by NCHMCT.

VI. VALIDITY

The MoU shall remain valid for a period of five years effective from September 1, 2017 (hereinafter referred to as the "Effective Date") and can be renewed further on terms and conditions, mutually agreed upon by the Parties in writing.

Dr. Jitendra Kumar
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VII. DISPUTE SETTLEMENT & JURISDICTION

If the dispute or difference of any kind whatsoever shall arise between the parties in connection with or arising out of this MoU, the parties shall resolve them within a period of two months in the first instance by mutual discussions. If the dispute cannot be settled within the two months as provided herein, regular courts at Delhi/New Delhi only will have the jurisdiction to adjudicate upon the matter.

VIII. TERMINATION

This MoU can be terminated by either of the parties on a six-month notice from either side. However, if the MoU is terminated for whatsoever reason, the responsibilities of each parties shall continue to exist till the completion of the programmes to which the students have been admitted on or before the date of the serving the notice of the termination.

IX. MATTERS NOT PROVIDED IN THE MOU

If any doubt arises as to the interpretation of the provisions of this MoU or as to matters not provided therein, the Parties to this MoU shall consult with each other for each instance and resolve such doubts in good faith.

Any expenditure on the part of IGNOU shall be as per IGNOU norms / rates.

X. AMENDMENT

All alterations or amendments to this MoU shall be mutually discussed and agreed upon in writing. No amendment for change hereof shall be effective or binding of the Parties hereto unless set in writing and executed by the respective duly authorized representatives of each of the Parties hereto.

XI. COPY RIGHT OWNERSHIP


"The copy right of course material developed by IGNOU shall rest solely with IGNOU and that of those developed by NCHMCT shall rest with them".

XII. NOTICES

"All notices, requests or other communication hereunder shall be in writing and addressed to the Parties as follows:

If to IGNOU: Registrar (Admin.)
IGNOU, Maidan Garhi
New Delhi – 110068

If to NCHMCT Director / Secretary
NCHMCT,
Plot A-34, Sector – 62,
Institutional Area
Noida -201309
(UP)


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XIII. FORCE MAJEURE

Neither IGNOU nor NCHMCT shall be liable to each other or to their students for falling or delay in the performance of any of its obligations under this Agreement to the extend such failure or delay is caused by riots, civil commotions, war, hostilities between nations, government laws, orders or regulations, embargos, actions by the government or any agency thereof, acts of God, storms, fires, accidents, strikes, sabotages, explosions or other similar or different contingencies beyond the reasonable control of the respective parties.

Notwithstanding anything contained herein above, the decisions of the Board of Management or Academic Council or any other statutory body of IGNOU shall prevail over and above the clauses mentioned in this MoU.

IN WITNESS WHEREOF, the parties hereto affixed their signatures this the day and year first above written.

For the NCHMCT

लक्ष्मी कान्त गांगुली/L. K. GANGULI
निदेशक (प्रशा. एवं वित्त)/सचिव/Director (A & P)/Secretary
राष्ट्रीय होटल प्रबंध एवं कैंटरिंग तकनालोजी परिषद्
National Council for Hotel Management & Catering Technology
(पर्यटन व संग्रह, भारत सरकार/Ministry of Tourism, Govt. of India)

For the IGNOU

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Witnesses:

1.

2.

Witnesses:

2.