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सत्यमेव जयते

# INDIA NON JUDICIAL

## Government of National Capital Territory of Delhi

### e-Stamp

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 Certificate Issued Date : 16-Oct-2019 04:03 PM  
 Account Reference : IMPACC (IV)/ dl766703/ DELHI/ DL-DLH  
 Unique Doc. Reference : SUBIN-DL76670347906778452300R  
 Purchased by : INDIRA GANDHI NATIONAL OPEN UNIVERSITY  
 Description of Document : Article 58 Memorandum of Settlement  
 Property Description : Not Applicable  
 Consideration Price (Rs.) : 0  
 (Zero)  
 First Party : INDIRA GANDHI NATIONAL OPEN UNIVERSITY  
 Second Party : MAHARASHTRA KNOWLEDGE CORPORATION LIMITED  
 Stamp Duty Paid By : INDIRA GANDHI NATIONAL OPEN UNIVERSITY  
 Stamp Duty Amount(Rs.) : 100  
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### MEMORANDUM OF UNDERSTANDING

This "Memorandum of Understanding" (Hereinafter referred to as "MOU") is executed on this the 17<sup>th</sup> day of October, 2019, at New Delhi.

BY & BETWEEN

For IGNOU  
DR. V. B. NEGI, Registrar (Admin.)

For MKCL  
VIVEK SAWANT, Managing Director

अनुमति (प्रमाण) अ. नं. / Registrar (Admin.)  
अतिरिक्त प्रमाण प्रमाण विद्यापीठालय  
Agreement between IGNOU & MKCL  
For MBA (SM) Programme (2019)  
मैदान गार्ही, नई दिल्ली-68 / Maidan Garhi, New Delhi-68



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1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

**INDIRA GANDHI NATIONAL OPEN UNIVERSITY (IGNOU)**, a National University established by an Act of Parliament i. e., Indira Gandhi National Open University Act, 1985 (Act No. 50 of 1985) having its Headquarters at Maidan Garhi (New Delhi – 110068) {Here – in – after for the sake of brevity referred to as “**IGNOU**”, which expression unless excluded by or repugnant to the context or meaning hereof, shall include its Successor (s), Administrator (s) or Permitted Assignee (s)}, being represented through its Authorized Signatory, Dr. Vidya Bhagat Negi, Registrar (Administration), IGNOU, of the **FIRST PART**.

**AND**

**MAHARASHTRA KNOWLEDGE CORPORATION LIMITED (MKCL)**, a Company incorporated under the Companies Act, 1956, having CIN. U80302PN2001PLC135348 and having its Registered Office at ICC Trade Tower, ‘A’ Wing, 5<sup>th</sup> Floor, Senapati Bapat Road (Pune – 411016) (Maharashtra) {Here – in – after for the sake of brevity referred to as the “**MKCL**” which expression unless excluded by or repugnant to the context or meaning hereof, shall include its Successor (s), Administrator (s) or Permitted Assignee (s)}, being represented through its Authorized Signatory, Shri Vivek Sawant, Managing Director, MKCL, of the **SECOND PART**.

**HERE-IN-AFTER**, individually referred to as the “**Party**” and collectively referred to as the “**Parties**”

**PREAMBLE:**

**WHEREAS**, IGNOU is a National University established by an act of Parliament with a view to democratize education and disseminate knowledge through novel techniques and methodologies for the benefit of large section of society within the country, especially the weaker and disadvantaged groups through Open and Distance Learning (ODL). IGNOU serves the educational aspirations of millions of students through a vast network of Regional Centers, Study Centers, Programme Centers, Partner Institutions and Overseas Centers. Apart from teaching and research the University also runs extension programmes of capacity building. In order to fulfill the vision of democratizing higher education and providing access to all segments, IGNOU has the mandate to impart education and knowledge through various flexible means suited to the open and distance education mode i. e.,

- (i). To provide access to higher education to all segments of the Society ;
- (ii). To offer high-quality, innovative and need-based programmes at different levels, to all those who require them ;
- (iii). To reach out to the disadvantaged by offering programmes in all parts of the country at affordable costs; and

For IGNOU  
DR. V. B. NEGI, Registrar (Admin.)

For MKCL  
VIVEK SAWANT, Managing Director

अनुमति (अनुमति) नं. १ / २०१९ / १०००  
संकेत नं. १००० / २०१९ / १०००  
**Agreement between IGNOU & MKCL**  
**For CBA (SVD) Programme (2019)**  
विद्या भगत नेगी, नई दिल्ली-68 / Maidan Garhi, New Delhi-68





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- (iv). To promote and co-ordinate the standards of Education offered through open digital learning in the country ;

**AND WHEREAS**, MKCL is a high-tech initiative promoted by the Government of Maharashtra, India, in design, development and delivery of Education, Governance and Empowerment Technologies, Products, Solutions and Services to masses and has proven experience in the said fields,

**AND WHEREAS**, IGNOU and MKCL recognize and agree that it is now imperative that due importance be given to Work-Based Education, as a result of which there is a proper match between the skilled manpower required and skilled workforce available,

**NOW THEREFORE**, IGNOU and MKCL, the parties, hereto agree to enter into an MOU specifying their rights, duties and responsibilities to design, develop and implement Bachelor of Business Administration (Services Management) (hereinafter referred to “**BBA (SM)**”) as follows:

(1). **OBJECTIVE:**

- (i). The main purpose of this collaboration is to offer a Work-based programme of studies at the Bachelor’s Degree Level for young aspiring professionals who want to pursue a bright career in services industry;
- (ii). The program leading to the award of graduate degree called BBA (SM) attempts to create a degree program to source quality manpower to Service Sector Economy of India.


(2). **RESPONSIBILITIES OF IGNOU:**

In order to accomplish the objectives stated above, IGNOU shall launch and implement BBA (SM) Programme (Hereinafter referred to as “**the Programme**”) with the overall support of MKCL. IGNOU in consultation with MKCL shall launch the Course at all the identified Learning Centres (“**LCs**”) on a *Nation-wide* scale on a mutually agreed date and shall undertake the overall management and conduct of the academic program. IGNOU,

- (i). Shall design the programme, which includes programme structure, course outlines, eligibility, medium of study, academic delivery, fee structure, policies regarding implementation, evaluation, and certification for the programme from time to time ;
- (ii). Shall finalize the admission of the candidates recommended by MKCL after verifying credentials of the candidates and confirm the admissions to the students;

For IGNOU  
 DR. V. B. NEGI, Registrar (Admin.)

For MKCL  
 VIVEK SAWANT, Managing Director



अनुमोदित (प्रारण) क. सं. / Registrar (Admin.)  
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 For BBA (SM) Programme (2019)  
 प्लान नं. नं. रिजि-68 / Maidan Garhi, New Delhi-68

- (iii). Shall approve the study material and other learning materials ;
- (iv). Shall identify programme Coordinator (s) who will act as a single point contact with MKCL, for successful coordination and implementation of the programme in a time-bound manner.
- (v). Shall conduct the Entrance Examination for the admission to this programme in consultation and co-ordination with MKCL;
- (vi). Shall conduct all the Term End Examinations for the students who have completed Continuous Comprehensive Evaluation ("CCE").
- (vii). Shall organize and maintain Nation – wide network of Exam Centre equipped with requisite facilities for the smooth and fair conduct of the Term End Examinations.
- (viii). Shall supervise and monitor the conduct of Continuous Comprehensive Evaluation ("CCE") conducted by MKCL and incorporate the marks under the CCE component. MKCL shall not charge IGNOU for this support.
- (ix). Shall award the Degree on successful completion of all the necessary requisites by the student.

**(3). RESPONSIBILITIES OF MKCL: MKCL,**

- (i). Shall help in identifying the candidates and complete all the formalities that are required for admission. MKCL shall ensure that all the prospective candidates fulfill the criteria as per IGNOU Norms & eligibility and forward the list of candidates along with fee for the First year to IGNOU. MKCL shall also undertake the re-registration for the 2<sup>nd</sup> & 3<sup>rd</sup> year and transfer the details to IGNOU along with the fee.
- (ii). Shall develop the study material as finalized by IGNOU and MKCL in electronic form and in print form and supply to the students.
- (iii). Shall Identify the Learning Centers (LCs), in consultation with IGNOU, which may be the work place for the students and provide all technical and other necessary support that may be required for facilitating the learning.
- (iv). Shall provide a student laptop to all the students who are admitted.

  
 For IGNOU  
 DR. V. B. NEGI, Registrar (Admin.)

  
 For MKCL  
 VIVEK SAWANT, Managing Director



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- (v). Shall nominate a Project Leader, who will act as a single point contact with IGNOU, for successful coordination and implementation of the programme in a time-bound manner.
- (vi). Shall undertake, in consultation with IGNOU, in an open and transparent manner the process of registration of private and public industry partners as LCs in the entire *Nation* and periodic renewal of their registration based on annual performance review.
- (vii). Shall in partnership with private and public training centers, organize and maintain *Nation*-wide network of LC equipped with requisite infrastructure, furniture and fixtures, electrical power supply, Internet bandwidth and telecommunication and computing facilities including hardware, licensed software and networking and other necessary equipments, etc. MKCL in consultation with IGNOU shall undertake periodic training of the various categories of the staff of LC such as Mentors, Coordinators, Learning Facilitators, Counselors, System Administrators, etc. so as to keep them updated about IGNOU and MKCL's norms and revisions thereof and thereby keep them equipped with state-of-the-art technology and management practices. MKCL shall undertake the entire process of Online Certification Test for Mentors, Learning Facilitators, System Administrators and various other service providers.
- (viii). Shall host and maintain the web-based management software framework for smooth conduct of the programme and all other allied aspects.
- (ix). Shall regularly supervise the performance of LCs, seek feedback of the students, and implement improvements in LC services, wherever necessary along with IGNOU. MKCL in consultation with IGNOU shall organize regular coordination meetings, training and orientation programs with LCs as and when necessary.
- (x). Shall create, host and maintain the website for providing the academic and other requisite support for this academic program.
- (xi). Shall manage the web-servers and database servers as well as their hosting and maintenance for the conduct of academic programme through MKCL's Course Definition framework portal for IGNOU.
- (xii). Shall ensure carrying out the installation, commissioning, up-gradation, from time to time, if necessary, and uninterrupted operations of server and client computer hardware, operating system software, application software, ERA Framework for Students / on LC LAN including Learning and Content Management System (LCMS), Assignment Management

For IGNOU  
DR. V. B. NEGI, Registrar (Admin.)  
कुलसचिव (प्रशासन) का.ब. / Registrar (Admn.) UIC  
इंदिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय  
Indira Gandhi National Open University  
For BBA (SM) Programme (2019)

For MKCL INDIA  
VIVEK SAWANT, Managing Director  
Maha Knowledge Corporate Ltd.

System (AMS), Online Evaluation System (OES) software and the e-Content provided therein by MKCL, and in adherence to the specifications as specified by MKCL from time to time.

(xiii). Shall specify, in consultation with IGNOU, academic delivery model to seek a blend of the work environment and learning environment including mentor's role at the workplace and use of MKCL's ERA for Students in online mode including Learning and Content Management System (LCMS), Assignment Management System (AMS), Online Evaluation System (OES) in consultation with IGNOU and the e-Content provided therein by MKCL.

(xiv). Shall create the login id of each Student on LCMS of ERA and ensure weekly upload of Students' progress profile to MKCL server by using the Internet facility at the LC. MKCL shall analyze this data and take corrective action, in consultation with IGNOU, for ensuring satisfactory completion of the course by the Students.

(xv). Shall offer the necessary leadership, technological, academic and managerial support and guidance from time to time to the LCs for smooth conduct of the programme.

**(4). SYLLABUS:**

IGNOU in consultation with MKCL and industry partners shall undertake to design the course content of programme.

**(5). STUDY MATERIAL:**

IGNOU shall design the study material for this programme as per their set procedures. MKCL shall develop the study material, in consultation with IGNOU, in print and electronic media. The study material shall be revised periodically by MKCL in consultation with IGNOU. The study material shall have the Logos of both IGNOU and MKCL.

**(6). ADMISSIONS:**

In order to qualify for admission to this programme the applicant should:

- (i). have passed 10+2 or equivalent from a recognized institution;
- (ii). have attained at least 18 years of age;
- (iii). have passed the entrance examination conducted for the purpose of admission to this programme; and
- (iv). be working in services industry as a full time intern / Apprentice / Employee.

For IGNOU  
DR. V. B. NEGI, Registrar (Admin.)

For MKCL  
VIVEK SAWANT, Managing Director

Agreement Between IGNOU & MKCL  
For BBA (SM) Programme (2019)  
Indira Gandhi National Open University  
भारत का नया शिक्षण विचार  
भवन नं०, नई दिल्ली-68 / Maidan Garhi, New Delhi-68





(7). **FEEDBACK:**

Both IGNOU and MKCL shall collect the feedback from the students for improvement of the admission process, study material, academic delivery, evaluation and certification process, analyze and share the data mutually and to make appropriate improvements accordingly.

(8). **DURATION OF PROGRAMME:**

In order to qualify for the award of BBA (SM) degree, the student shall be required to complete the full programme and pass the examination/s that may be prescribed by the IGNOU for the degree from time to time. The minimum duration of the Degree Program is 3 years and the maximum duration is 6 years from the date of admission. Further, the student needs to complete all the work based components of the programme while s/he remains attached to the LCs and can complete the programme including the TEE within the maximum period of 6 years.

(9). **PROGRAMME DELIVERY:**

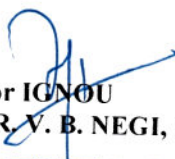
In addition to the work experience leading to practical skill mastery, the students are expected to study the theory through eLearning, books, e-Books, web resources, interactions and collaborations through e-Platform with peers and senior domain experts at workplace, reflections with remote mentors and industry practitioners on daily work / actions. Students are expected to acquire tacit knowledge through wholesome work at the work place and explicit knowledge through theoretical studies from eLearning and other sources enlisted above.



It is a unique degree program in “**Learning through Working Environment**” created in collaboration with Services Industries leading to useful and meaningful career. As a part of the Learning Environment, students will be provided with the following resources by MKCL:

- (i). Study Material (**e-Books or printed books\***);

(\*If a student requires physical copy of the study material, s/he will be charged additionally for that).

- (ii). eLearning content comprising of Situation / scenario / case study / theory based content;
- (iii). Student Login for eLearning platform with Learning Management Framework

  
 For IGNOU  
**DR. V. B. NEGI, Registrar (Admin.)**  
कुलसचिव (शासन) का.ब. / Registrar (Admin.) IIR  
 अरुणोदय नगर, दिल्ली-110 068 / New Delhi-68  
**Agreement between IGNOU & MKCL**  
**For BBA (SM) Programme (2019)**  
भवन नं०, नई दिल्ली-68 / Maidan Garhi, New Delhi-68

  
 For MKCL  
**VIVEK SAWANT, Managing Director**  


- (iv). Evidence based e-Assessment and e-Assignment Framework for continuous comprehensive evaluation;
- (v). Access to Work-forum;
- (vi). Access to Blogs;
- (vii). Interaction sessions with mentors / domain experts / industry experts in online or any other suitable media for reflections on deriving meaning and value out of actions at workplace and discussions around actions and reflections
- (viii). Student Laptop for accessing eLearning content;
- (ix). Workplace of the student will be the Learning Centre for the student. Since substantial part of the learning and assessment takes place through online mode, all the students will be provided with a laptop.

**(10). JOINT STEERING COMMITTEE FOR ORGANISATION AND ADMINISTRATION OF THE PROGRAMME:**

- (i). All matters relating to the organization and administration of the BBA (Services Management) program shall be decided by a Joint Steering Committee (JSC) comprising of:
  - (a). Vice-Chancellor or his Nominee – Chairperson;
  - (b). Director, SOMS, IGNOU;
  - (c). Programme Coordinator (s) of the Programme, IGNOU;
  - (d). Managing Director, MKCL
  - (e). Nominee of Managing Director related to the project, MKCL
  - (f). MKCL’s Nominee Responsible for Interfacing with IGNOU

Further, JSC can co-opt such other related persons as may be decided by mutual consent. The Programme Coordinator (s) would act as the Convener of the JSC.

- (ii). Periodical Review meetings shall be convened by IGNOU with the representatives of MKCL to discuss the implementation and management of the programme and for suggesting any improvements, if required.

**(11). INTELLECTUAL PROPERTY RIGHT / COPY RIGHT:**

- (i). Intellectual Property in the context of this MOU shall refer to all such patents, trademarks, copyrights in respect of any hardware, software,

For IGNOU  
 DR. V. B. NEGI, Registrar (Admin.)  
 कृषि विज्ञान प्रसारण सं. सं. 1, पंजाब (Admin.) वि.  
 इंदिरा गाँधी राष्ट्रीय मुक्त विश्वविद्यालय  
 इंदिरा गाँधी नगर, दिल्ली-69 / Main Gndy, New Delhi-69  
 Agreement between IGNOU & MKCL  
 For BBA (SM) Programme (2019)

For MKCL INDIA  
 VIVEK SAWANT, Managing Director  
 Maharashtra Knowledge Corporation Ltd. ★

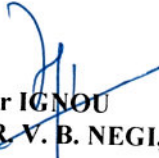


product documentation, design document, or any other document, whether in printed or in electronic, digital or any other format which is an integral part of the hardware / software or is supplied along with such products which forms the subject matter of this MOU.

- (ii). Intellectual Property also includes study material, course material, educational and promotional content whether in printed or in electronic, digital or any other format and all business data generated during the period of validity of this MOU.
- (iii). All the intellectual property rights, to and in the course name, content, methodology, assignments, question banks, etc. are the exclusive intellectual property of party that developed it and any third-party components licensed by it shall remain the property of that third-party.
- (iv). The data regarding the students applied for the course/s shall be the property of IGNOU and MKCL shall have right of access thereto only to the extent of and for performing its responsibilities hereunder. If any application/s for information is received by MKCL under the Right To Information Act, 2005 regarding any of the said matters then, only IGNOU shall be responsible for replying since the property rights are held by it. MKCL shall provide all the necessary information in this regard as and when required by IGNOU.
- (v). The software frameworks for the delivery of work-based learning programs are developed by MKCL. As such, the software code, whether compiled or un-compiled, in printed or electronic format, with software design logic, graphical user interfaces (GUI) and their design, look and feel, are explicit Intellectual Property of MKCL only. Any third-party components licensed by it, if any, shall remain the property of those respective third-parties.
- (vi). Each party hereby undertakes to inform the other party of any violation of Intellectual Property Rights or its unlawful use, under prevalent laws of the land. Further, each of the party herein, agrees to co-operate with the other to the extent possible in the process of investigating such cases of any violation of Intellectual Property Rights or its unlawful use and taking legal action against the said infringement.

**(12). PROMOTION AND ADVERTISING:**

- (i). Although MKCL shall primarily be responsible for the promotion and advertising of the programme, both parties may carry out marketing jointly or separately in the common interest of the programme. MKCL shall assist and facilitate the LCs to carry out the advertisement and

  
 For IGNOU  
**DR. V. B. NEGI, Registrar (Admin.)**

  
 For MKCL  
**VIVEK SAWANT, Managing Director**

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 Indira Gandhi National Open University  
 मैदान गढ़ी, नई दिल्ली-68 / Maidan Garhi, New Delhi-68

promotion of the programme among the potential clientele for LCs at the local level. Expenses incurred for the sales promotion / advertising by the IGNOU or the MKCL may be borne by individual parties themselves.

- (ii). IGNOU in consultation with MKCL may offer this programme overseas as well on mutually agreed terms.

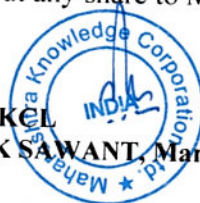
**(13). FEES AND FINANCES:**

- (i). IGNOU shall in mutual agreement with MKCL stipulate the per student per annum total programme fees.
- (ii). The total programme fees will be shared between IGNOU and MKCL in the ratio of 40:60 i.e. IGNOU's share shall be 40% and MKCL's share shall be 60%.
- (iii). MKCL through its online application framework shall enable a payment gateway through which selected students shall be able to pay the total program fees. Through the payment gateway, IGNOU's share of the total program fees shall be directly deposited to the IGNOU's specified Bank Account and MKCL's share of total program fees shall be deposited to MKCL's specified Bank account.
- (iv). MKCL shall forward the data of the candidates recommended for admission to the programme along with the details of the fees paid by the students through MKCL's online application framework to IGNOU.
- (v). Total Program Fee once paid by the candidate admitted shall be non-refundable and non-transferrable under any circumstance.
- (vi). All necessary expenses for the performance of individual responsibilities of parties hereto shall be incurred by them on their own, unless specifically being understood to be otherwise.
- (vii). Both the parties shall not charge each other for providing any service to each other.
- (viii). Printed copy of the study material shall be provided to the students, if requested, by MKCL at an extra cost, which shall be fixed in consultation with IGNOU, and the receipts in this regard shall be of MKCL without any share to IGNOU.
- (ix). Examination fee and other fees (other than programme fee) shall be paid by the student directly to IGNOU without any share to MKCL.

For IGNOU  
DR. V. B. NEGI, Registrar (Admin.)

For MKCL  
VIVEK SAWANT, Managing Director

Agreement between IGNOU & MKCL  
For BBA (SM) Programme (2019)  
IGNOU, Maidan Garhi, New Delhi-69





(14). **VALIDITY, RENEWAL AND TERMINATION:**

(i). **VALIDITY:**


This MOU shall be deemed to have been entered into force as from the day of signing of this MOU and will be valid for a period of five years. Its validity may be extended for further period by mutual consent and on mutually agreed terms.

(ii). **TERMINATION:**

- (a). This MOU may be terminated by either party by giving the other party a notice in writing of three months of its intention to do so, but without dishonoring any commitment entered into prior to the date of termination notice and no party shall leave its commitment unfinished which may result in tangible losses to the Students, LCs and/or the other party.
- (b). The MOU may be terminated by both parties by mutual consent.
- (c). Both the parties shall honor commitments made prior to the date of notice, complete the ongoing commitments to avoid any inconveniences.
- (d). Despite termination, the parties shall abide by the usual professional ethics and normal code of conduct to maintain the confidentiality of the information and intellectual property rights.
- (e). The clauses of this MOU, which by nature are intended to survive termination of this MOU shall remain in effect after such termination.

(15). **AMENDMENT:**

- (i). The obligations of IGNOU and MKCL have been outlined in this MOU. However, during the operation of the MOU, circumstances may arise which may call for alterations or modifications of this MOU. These modifications / alterations will be mutually discussed and endorsed in the form of an "Appendix or Addendum to the MOU". These modifications / alterations will be mutually discussed and agreed upon in writing and shall be effective only if executed by the respective duly authorized representatives of each of the Parties hereto ;

  
For IGNOU  
DR. V. B. NEGI, Registrar (Admin.)  
कुम्हारन (मेरठ) का. डी. / Registrar (Admin.)  
Agreement between IGNOU & MKCL  
For BBA (SEM) Programme (2019)  
Indira Gandhi National Open University  
10, Ansari Road, Kirti Nagar, New Delhi-110016

  
For MKCL  
VIVEK SAWANT, Managing Director


- (ii). No Amendment for change hereof or addition hereto shall be effective or binding on either of the parties hereto unless set in writing and executed by the respective duly authorized representatives of each of the parties hereto;



(16). **CONFIDENTIALITY:**

- (i). Each party shall not disclose to any Third Party any information related to strategies, methodologies, operational information and other confidential information related to each other's plans, projections etc. to any Third Party under any circumstances whatsoever, except with prior written approval of the other Party. This confidentiality obligation shall survive for a period of 24 months after the termination of this MOU. Should such information be required to be disclosed by the disclosing party under any laws, rules or regulations or pursuant to the order or direction, of any Court, authority, tribunal or forum, government or regulatory body to whose supervisory authority the receiving Party is subject; provided that, in any such event, the disclosing Party shall give to the other Party notice in writing as soon as practicable of any disclosure, and the receiving Party shall use its best effort to obtain assurance that the disclosed information will be accorded confidential treatment ;
- (ii). "Confidentiality" is defined as information that is closely held and is not already in the public domain or subsequently disclosed or brought into either party's domain by any of either party's staff currently employed or who has left; and
- (iii). The Parties shall keep confidential and shall not use for any other purpose, each other's information save and except such as is required by the law to be disclosed / divulged. The Parties shall take all reasonable steps to minimize the risk of disclosure of confidential information, by ensuring that only their employees and agents and those whose duties will require them to possess any of such information shall have access thereto, and that Parties shall ensure that such employees and agents and other personnel shall treat the same as confidential.

(17). **FORCE MAJEURE:**

- (i). Neither party will be liable for the delay or failure in performing obligations if the failure results from circumstances beyond its reasonable control (Such circumstances here-in-after referred to as "Force Majeure"), including but not limited to acts of God, war/ hostilities, riot or civil commotion, fire, flood or earthquake, tempest, lightening or other natural physical disaster; restrictions imposed by the

  
 For IGNOU  
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 भारतीय विद्यापीठ संघ  
 108, नई दिल्ली-68 / Maidan Garhi, New Delhi-68

  
 For MKCL  
**VIVEK SAWANT, Managing Director**  




Government or other Statutory bodies which prevents or delays the execution of the MOU, then the party so affected shall promptly notify the other party in writing specifying the nature of the Force Majeure and of the anticipated delay in the performance of the MOU. From the date of the notification, regarding Force Majeure the MOU may be closed with the mutual consent of the Parties on "As is where is basis" or suspend the performance of the MOU for a period not exceeding 2 months ; and

- (ii). If at the expiry of the period of suspension, the reasons for suspension still remain / stand valid, IGNOU and MKCL shall treat the MOU as terminated ;
- (iii). On resumption of good relations / normal conditions, the Parties to this MOU shall consult each other and evolve a new MOU for IGNOU and MKCL future relations between them.

**(18). IGNOU ACT AND STATUTES:**

If any of the provisions of this MOU are found to be violating the mandate of IGNOU as enshrined in its Act i.e. the Indira Gandhi National Open University Act, 1985, its Statues & Ordinances made thereunder or if in due course of time subsequent to the implementation of the provisions of this MOU, it is found out that such implementation / conduct is in violation of IGNOU Act, Statues and Ordinances, then in such an eventuality, IGNOU shall be competent to strike off such provisions without seeking the consent of MKCL and MKCL shall be bound to accept such changes / amendments. The copy of the IGNOU Act 1985, Statues & Ordinances made thereunder is appended to this MOU as **Annexure-1**

**(19). INDEMNITY:**

- (i). IGNOU & MKCL both have agreed to bear the responsibility for any third party claims, demands, proceedings, prosecutions, or actions against each other, arising out of and as a result of any callous, negligent, deficient action or omission by any employee of IGNOU or MKCL, and has undertaken to keep each other (i. e., IGNOU or MKCL) indemnified against all losses and damages suffered including expenses incurred by them while defending the claim (Inclusive of Legal Expenses) in City, or any other Court as a result of any such claim, demands, proceedings, prosecutions or actions. The Parties have agreed that this provision shall survive termination of the MOU ;
- (ii). IGNOU & MKCL shall indemnify, protect and save each other against all claims, losses, costs, damages, expenses, legal suits and other

  
For IGNOU  
DR. V. B. NEGI, Registrar (Admin.)

  
For MKCL  
VIVEK SAWANT, Managing Director



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For BBA (SM) Programme (2019)  
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proceedings, resulting from failure or mal-functioning of the delivery of academic programmes resulting from infringement of any patent, trademarks, copyrights, etc. or other statutory infringement;

- (iii). Notwithstanding anything contained herein in Clause (i) & (ii) above, keeping in view the specific nomenclature of this MOU, MKCL further undertakes to indemnify, defend and hold harmless IGNOU against all claims, demands, liabilities, settlements, damages, costs and expenses, including reasonable attorney's fees and expenses arising out of, or in any way connected with any default, breach or negligence, non-performance or any negligent act or omission on the part of MKCL, its agents and employees arising out of the relationship between MKCL or its LCs (Employer) and the full time Intern / Apprentice / Employee.

**(20). DISPUTE RESOLUTION:**

- (i). In the event of any dispute, difference or question on this MOU arises between the parties hereto or their respective representative or assignees at any time, in connection with construction, meaning, operation, effect, interpretation or arising out of the MOU or breach thereof, effort (s) shall be made initially to settle the dispute amicably through mutual discussion within a period of three months in a meeting of the Heads of the two organizations i. e., the Vice Chancellor, IGNOU, New Delhi (Or His Duly appointed Representative) & the Managing Director, MKCL (Or His Duly appointed Representative), who shall meet & mutually decide on the issues involved ;
- (ii). However, if the above mechanism fail to resolve the dispute, then in such an eventuality only the Court (s) at Delhi / New Delhi will have jurisdiction to adjudicate upon the matter / dispute.

**(21). NO PARTNERSHIP:**

- (i). Nothing in this MOU shall be deemed to neither constitute or create an Association, Trust, Partnership or a Joint Venture between the parties nor constitute any Party the agent of any other Party for any purpose. Neither this MOU, nor any activities described herein, shall be construed as creating a Partnership, Joint Venture, Franchise, Agency or other such relationship. Neither Party is authorized, in any manner, to make any commitment on behalf of or to bind the other Party ;
- (ii). The Parties shall ensure compliance with all statutory provisions applicable to and governing the employment of its employees and representatives, deployed and would ensure compliance to provisions of statutes, as amended and applicable from time to time for such

For IGNOU  
DR. V. B. NEGI, Registrar (Admin.)

For MKCL  
VIVEK SAWANT, Managing Director

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भारतीय राष्ट्रीय दूर शिक्षण विश्वविद्यालय  
मैदान गार्डि, नई दिल्ली-68 / Maidan Garhi, New Delhi-68





employees and representatives. Under no circumstances shall employees, agents and representatives of either party, represent as or be construed as employees / agents of the other party to this MOU. Neither party shall enter into any independent arrangements with the other party's employees ;

(22). **GOVERNING LAW:**

The MOU shall be governed and interpreted by, and construed in accordance with the substantive laws of India. All disputes, differences, claims and demands arising under or pursuant to or touching upon this MOU shall be subject to the jurisdiction of Courts of Delhi / New Delhi.

(23). **INTERPRETATION:**

This MOU has been executed in English and the English Language, that be the controlling language for interpretation thereof. No other translation, if any, of this MOU into other languages shall be of any force or effect in the interpretation of this MOU or in determination of the intent of either of the Parties hereto.

(24). **REPRESENTATION & WARRANTIES:**

The Parties hereby represent and warrant to each other:

- (i). It has the power and authority to sign this MOU, perform and comply with its duties and obligations under this MOU;
- (ii). This MOU constitutes legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (iii). The execution, delivery and performance of this MOU have been duly authorized by all requisite actions and will not constitute a violation of;
  - (a). Any statute, judgment, order decree or regulation of any court, governmental instrumentality or arbitral tribunal applicable or relating to itself, its assets or its functions; or
  - (b). Any other documents or to the best of its knowledge any indenture, contract or MOU to which it is a Party or by which it may be bound;
- (iv). There are no suits or proceedings pending to the best of knowledge threatened against it before any court, government instrumentality or arbitration tribunal that restrain it from performing its duties and

For IGNOU  
DR. V. B. NEGI, Registrar (Admin.)

For MKCL  
VIVEK SAWANT, Managing Director

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obligations under this MOU; and

- (v). That no representation or warranty made herein contains any untrue statement;

(25). **MATTERS NOT PROVIDED IN THE MOU:**

If any issue or question arises as to the matter not provided for in this MOU, both the parties shall discuss such matters and resolve such issues/doubts in good faith through the Joint Steering Committee


(26). **NOTICES:**

- (i). Any notice, approval, consent and or other notification required or permitted to be given hereunder shall be in writing in English and shall be personally delivered, or transmitted by registered mail with postage full paid, or transmitted by facsimile (With postage prepaid) to the address specified below or to such address as may, from time to time, be given by each Party to the other Party in writing and in the manner herein before provided:

(a). **Dr. V.B . Negi**  
**The Registrar (Administration),**  
Indira Gandhi National Open University (IGNOU),  
Block – 4, Old Administrative Block,  
Main Campus, Maidan Garhi,  
(New Delhi – 110068).

(b). **Mr. Vivek Sawant**  
**The Managing Director,**  
Maharashtra Knowledge Corporation Ltd. (MKCL)  
Address: ICC Trade Tower, A Wing, 5<sup>th</sup> Floor,  
Senapati Bapat Road, Shivaji Nagar,  
(Pune – 411016) (Maharashtra) (INDIA).  
Tel.: +91 – 20 – 40114500 / 01  
Fax/: +91 – 20 – 25630302  
Email : md@mkcl.org;  
cs@mkcl.org

Or to such other address, fax number or e-mail address as either Party may from time to time notify the other in relation to this section. Any notice or communication made by personal delivery or by courier will be conclusively deemed to have been given on the day of actual delivery or, if made or given by fax or e-mail on the first business day following the transmittal of;

  
For IGNOU  
**DR. V. B. NEGI, Registrar (Admin.)**  
असिस्टन्ट प्रिंसिपल, क.ब. / Registrar (Admin.)  
Indira Gandhi National Open University  
Main Campus, Maidan Garhi, New Delhi-68  
**Agreement between IGNOU & MKCL**  
**For BBA (SM) Programme (2019)**

  
For MKCL  
**VIVEK SAWANT, Managing Director**  




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(ii). Any notice, approval, consent and other notification required or permitted to be given hereunder shall be deemed to have been given on the date of receipt when personally delivered, on the date seven (7) days after having been posted when transmitted by registered mail or on the date of transmission with confirmed answer back, when transmitted by facsimile.

(27). **SEVERABILITY:**

Any law restraining the validity and enforceability of any provision of this MOU shall not affect the validity or enforceability of the remaining provisions hereof and this MOU shall be deemed as not containing the invalid provisions. The remaining provisions of this MOU shall remain in full force and effect, unless the invalid or unenforceable provision comprises an integral part of or otherwise is inseparable from the remaining MOU. In such a case, the Parties to this MOU shall attempt to agree on a provision which is valid and enforceable and similar to the original provision.

(28). **FURTHER ACTS AND ASSURANCES:**

Each of the Parties agrees to execute and deliver all such further instruments to do and perform all such further acts and things, as shall be necessary and required to carry out the provisions of this MOU and to consummate the transactions contemplated hereby.

(29). **RESIDUAL CLAUSE:**

If any doubt arises as to the interpretation of the provisions of this MOU or as to the matters not provided therein, the Parties to this MOU shall consult with each other for each instance and resolve such doubt in good faith. This MOU is being executed simultaneously in two counterparts, each of which shall be deemed to be an original and all of which shall constitute one instrument.

(30). **LIMITATION OF LIABILITY:**

Neither Party shall be liable for any direct, indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by either Party or any third party in connection with this MOU or the subject matter of this MOU, whether in an action in contract or tort or any other legal theory, even if the Party has been advised of the possibility of such damages.

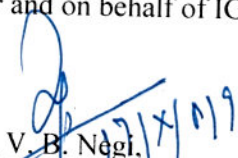
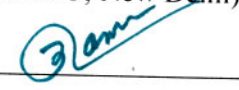

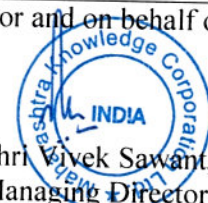


  
For IGNOU  
DR. V. B. NEGI, Registrar (Admin.)

अज्ञानविद्यालय (इण्डिया) लि. / Registrar  
एन.डी. ६८ / मैदान गार्डी, नई दिल्ली-६८  
Agreement between IGNOU & MKCL  
For BBA (SM) Programme (2019)  
एन.डी. ६८ / मैदान गार्डी, नई दिल्ली-६८ / Maidan Garhi, New Delhi-68

  
For MKCL  
VIVEK SAWANT, Managing Director

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In consideration of the mutual covenants contained herein above and the terms and conditions of this MOU and in witness whereof the parties hereto have set their respective hands to these presents and a duplicate (wherein each copy shall be considered original) hereof the day and year herein above written.

<p>For and on behalf of IGNOU:</p> <p>  Dr. V. B. Negi,  Registrar (Administration) (I/C),  IGNOU, New Delhi.</p> <p>Dated: <u>17/1/19</u>  कुलाध्यक्ष (प्रशासन) स.प्र. / Registrar (Admin.) IG  इन्दिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय  Indira Gandhi National Open University  मैदान गढ़ी, नई दिल्ली-68 / Maidan Garhi, New Delhi-68</p> <p>Place:</p> <p>In the presence of:  (Representatives from IGNOU, New Delhi).</p> <p>(1). Name of Witness: <u></u></p> <p>Designation: <u>प्रो. रवीन्द्र कांधेरे</u>  Address: <u>सम-कुलपति, इग्नू</u>  <u>Prof. Ravindra Kanhere</u>  <u>Pro-Vice Chancellor, IGNOU</u></p> <p>Name &amp; Nos. of Identity Proof: _____</p> <p>(2). Name of Witness: <u></u></p> <p>Designation: <u>डॉ. सी. के. संकर / Prof. K. Rav Sankar</u>  Address: <u>डायरेक्टर</u>  <u>School of Management Studies</u>  <u>इ.पी.स.पु.वि., मैदान गढ़ी, नई दिल्ली-110068</u>  <u>IGNOU, Maidan Garhi, New Delhi-110068</u></p> <p>Name &amp; Nos. of Identity Proof: _____</p>	<p>For and on behalf of MKCL:</p> <p>  Shri Vivek Sawant,  Managing Director,  MKCL.</p> <p>Dated:</p> <p>Place:</p> <p>In the presence of:  (Representatives from MKCL) <u></u></p> <p>(1). Name of Witness: Veena Kamath</p> <p>Designation: Chief Executive Officer  Address: _____</p> <p>Name &amp; Nos. of Identity Proof: _____</p> <p>(2). Name of Witness: Dr. Revati <u></u>  Namjoshi  Designation: General Manager  Address: _____</p> <p>Name &amp; Nos. of Identity Proof: _____</p>
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